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FILED
 Superior Court of California
 County of Los Angeles

OCT 09 2015

Sherri R. Carter, Executive Officer/Clerk
 By M. Soto Deputy
 Moses Soto

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 ROBERT
 L.
 HESS

(see attached for additional Plaintiff counsel)

SUPERIOR COURT OF CALIFORNIA
 FOR THE COUNTY OF LOS ANGELES
 UNLIMITED JURISDICTION

S.F., an individual, on her own behalf and
 on behalf of the general public;

Case No.: **BC 5 97 5 1 8**

Plaintiff,

**COMPLAINT FOR DAMAGES AND
 INJUNCTIVE RELIEF**

v.

1. Unfair Competition Law (Bus & Prof Code §§17200 *et seq.*) (CA Mental Health Parity Act)
2. Unruh Civil Rights Act (Civil Code §51 *et. seq.*)
3. Breach of Contract
4. Breach of the Implied Covenant of Good Faith and Fair Dealing
5. Negligence & Negligence Per Se

KAISER FOUNDATION HEALTH
 PLAN, INC., a California corporation;
 KAISER PERMANENTE INSURANCE
 COMPANY, a California corporation;
 THE PERMANENTE MEDICAL
 GROUP, INC., a California corporation;
 and DOES 1-20, inclusive,

Defendants.

RECEIVED: \$10
 CHECK: \$435.00
 CASH: \$0.00
 CHANGE: \$0.00
 CARD: \$0.00
 RECEIVED: \$10
 DATE PAID: 10/09/15 04:04 PM
 PAYMENT: \$435.00
 RECEIPT #: CCH524880103
 CIT/CASE: BC597518
 LEA/DEF#: BY FAX

10/09/2015

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7 Attorneys for Plaintiff

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INTRODUCTION

13 1. Plaintiff S.F., on her own behalf and on behalf of the general public,
14 alleges the following facts and submits the following claims for relief against
15 Defendants Kaiser Foundation Health Plan, Inc., Kaiser Permanente Insurance
16 Co., and related Kaiser enterprises, for failing to provide her with medically
17 necessary mental health care; failing and refusing to provide an out-of-network
18 referral for medically necessary mental health care when its own mental health
19 staff was insufficient to provide it; and failing and refusing to reimburse her for
20 the medically necessary mental health care she obtained under these
21 circumstances to save her life.

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JURISDICTION AND VENUE

 2. This court has jurisdiction over Plaintiff's claims, which are made
pursuant to state law, California Business & Professions Code §17200 *et seq.*,
Unruh Civil Rights Act, Civil Code §51 *et. seq.*, and contract claims.

PARTIES

 3. Plaintiff S.F. is a fifty-year-old woman who at all relevant times has
resided in Los Angeles County. S.F. was first diagnosed with Major Depressive
Disorder (MDD) by a psychiatrist in Defendants' Northern California region more
than fifteen years ago. At all relevant times she has been a person with a mental
disability and/or medical condition within the meaning of California law and a
member of Defendants' health plan. She brings this action on her own behalf and
on behalf of the general public, using her initials to protect her identity from public
disclosure. Her true full name shall be concurrently filed with the court under seal.

 4. Defendant Kaiser Foundation Health Plan ("KFHP"), is incorporated
in California and a resident of the State of California, conducting extensive

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1 business in the County of Los Angeles. KFHP is a full service "health care service
2 plan" as defined by Health and Safety Code Section 1345. KFHP collects fees
3 from Kaiser "members" in return for covering and arranging for the provision of a
4 full range of health care services, including physical and mental health care. At all
5 relevant times, KFHP has collected fees from Plaintiff for health care and has
6 been responsible for providing health services to Plaintiff.

7 5. Defendant Kaiser Permanente Insurance Company ("KPIC"), a
8 California corporation, is a subsidiary of KFHP. KPIC is responsible for providing
9 insurance coverage for health care services to Kaiser members such as Plaintiff.
10 At all relevant times, KPIC has been responsible for providing health insurance
11 coverage to Plaintiff, and has been a California corporation conducting extensive
12 business in the County of Los Angeles.

13 6. At all relevant times, Defendant The Permanente Medical Group, Inc.
14 ("PMG") has been an entity responsible for providing mental and physical health
15 care to Plan members in Southern California, including Plaintiff, and is a
16 California corporation conducting extensive business in the County of Los
17 Angeles. PMG contracts with medical providers to provide Kaiser members with
18 health care. Contracted medical providers are herein referred to as "in-network"
19 providers.

20 7. Defendants KFHP, KPIC and PMG are part of an integrated
21 healthcare coverage, administration, and delivery system known as Kaiser
22 Permanente. Defendant KFHP is the Administrator for Defendant KPIC's health
23 insurance plans and administers them by collecting fees, arranging for healthcare
24 services through regional Permanente Medical Groups, including mental health
25 services. Defendant PMG, a for-profit, multi-specialty physician partnership,
26 provides most of the health services to Defendants' members in Southern
27 California.

1 8. Defendants are collectively referred to herein as "Kaiser" or
2 "Defendants."

3 9. Plaintiff is unaware of the true names and capacities of those
4 individuals and/or entities sued herein as DOES 1-20, inclusive, and sues these
5 defendants by fictitious names. Plaintiff is informed and believes and thereon
6 alleges that each of the fictitiously named defendant is responsible in some
7 manner for the events herein alleged and that these defendants proximately caused
8 Plaintiff's injuries. Plaintiff will amend this Complaint when she learns the true
9 names and identities of these Doe Defendants when they are determined.

10 10. Plaintiff is informed and believes and thereon alleges that at all
11 relevant times each defendant was the agent of the other defendants and were
12 acting within the course and scope of such agency and with the permission and
13 consent of the co-defendants. Each defendant ratified and/or authorized the acts of
14 the other defendants.

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16 **FACTS COMMON TO ALL CLAIMS**

17 11. Plaintiff S.F. is a fifty-year-old woman who was first diagnosed with
18 Major Depressive Disorder (MDD) by a psychiatrist in Kaiser's Northern California
19 region. Her depression arose from physical, emotional, and sexual abuse by her
20 older brother that she suffered as a child, which created memories that haunted her
21 for years.

22 12. In 2006, Plaintiff S.F. moved to Los Angeles and continued as a Plan
23 member in Defendants' Southern California facilities and programs, where she
24 continued treatment for her depression. At all relevant times, Plaintiff S.F. has
25 resided in the State of California, County of Los Angeles, and has been a paying
26 member of Defendants' health care insurance plan. Plaintiff has met all of her
27 obligations under the Plan.
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1 13. In 2010, her MDD symptoms dramatically worsened. Triggered by
2 learning that her abusive older brother was expecting his first child, she experienced
3 suicidal thoughts, incapacitating anxiety, severe depression, and intense anger. She
4 was flooded with memories of the physical, emotional, and sexual abuse. She was
5 unable to work (she had been working full-time in the entertainment industry
6 previously). She suffered from social isolation. She reported severe sleep
7 disruption. She had difficulty concentrating, and struggled to stay focused due to
8 intrusive thoughts about abuse, neglect, infertility, financial insecurity, and
9 loneliness.

10 14. S.F. reached out to her Kaiser health care providers for help and mental
11 health treatment. She met with a Kaiser primary care physician, who referred her to
12 a Kaiser psychiatrist.

13 15. The Kaiser psychiatrist confirmed her diagnosis of Major Depressive
14 Disorder and prescribed medication, but did not provide therapy.

15 16. S.F. was subsequently seen by three different Kaiser psychiatrists to
16 prescribe medicine to treat her Major Depressive Disorder. At least one of these
17 psychiatrists did not remember her on her return visit. S.F. felt that no one at Kaiser
18 was monitoring her mental health situation. Her symptoms did not improve. She
19 remained severely depressed and suicidal.

20 17. S.F. repeatedly asked Kaiser for weekly individual therapy until she
21 was stable. Her Kaiser primary physician and psychiatrists flatly told her, "We
22 don't do that," which S.F. understood to mean Kaiser did not offer weekly
23 appointments for therapy, regardless of medical necessity. Kaiser instead told S.F.
24 she could make one single appointment with a Kaiser therapist, and if she wanted a
25 follow up appointment, she would have to wait two or three weeks after each
26 appointment. Alternatively, Kaiser told her she could attend group therapy weekly,
27 despite it not being therapeutically appropriate for her situation. S.F. had previously
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1 tried group therapy in Kaiser's Northern California program, and it failed to treat
2 her depression because it was not appropriate for her diagnosis; she could not
3 discuss incestuous abuse in front of a group.

4 18. Faced with Kaiser's ineffective options to treat her mental health, S.F.
5 asked Kaiser for a referral to an out-of-network therapist for weekly (or more often)
6 individual therapy, and/or for neurofeedback. Kaiser flatly and repeatedly refused
7 to make an out-of-network referral. S.F. was devastated and sunk deeper into
8 depression.

9 19. With no other choice to save her life, given her deep depression and
10 suicidal ideation, and the ineffectiveness of her monthly medication appointments
11 with Kaiser psychiatrists without accompanying therapy, S.F. sought and began
12 weekly individual therapy outside of Kaiser. She began seeing Rohini Ross, MA,
13 MFT, a licensed marriage and family therapist who is not in the Kaiser network for
14 psychotherapy on August 4, 2010.

15 20. On the recommendation of Ms. Ross, S.F. additionally began seeing
16 Carol Kelson, a licensed marriage and family therapist who is not in the Kaiser
17 network, for biofeedback and/or neurofeedback training in conjunction with her
18 psychotherapy with Ms. Ross.

19 21. S.F.'s weekly therapy with Ms. Ross and Ms. Kelson improved her
20 depression and suicidal ideation. Through treatment with Ms. Ross and Ms. Kelson,
21 S.F. began to understand the root causes of her depression and how to cope with it.
22 Ms. Ross and Ms. Kelson's mental health care improved S.F.'s depressive and
23 anxious behavior, ended her suicidal ideation, allowed her to improve her
24 relationships with her family, to work, to pursue interests, and to exercise. She was
25 no longer overwhelmed by intrusive thoughts regarding abuse, neglect and fear for
26 her future. S.F. is informed, believes, and based thereon alleges that without the
27 weekly or more frequent individual therapies, she would have remained unable to
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1 take care of herself and would have remained at high risk of committing suicide.

2 22. S.F.'s out-of-network therapy with Ross and Kelson was known to
3 Kaiser and expressly approved of by Kaiser's medical staff. During the course of
4 her treatment with Ross and Kelson, S.F. continued to see Kaiser psychiatrist Dr.
5 Adelene James monthly for check-ups and adjustments to medication. Dr. James
6 was aware of S.F.'s therapy with Ross and Kelson and encouraged her to continue,
7 writing in her Kaiser notes under "Follow up and referrals" that it was
8 "recommended" that S.F. "continue individual therapy outside." S.F. relied in part
9 on Dr. James' recommendation to continue her therapies with Ross and Kelson.

10 23. In or about August 2013, S.F. had a meeting with another Kaiser mental
11 health care professional, Lisa McKenna, LCSW. Ms. McKenna also advised S.F.
12 that she should continue her therapy with Ross and Kelson because she was
13 successfully responding to it.

14 24. After stabilizing her mental health with Ms. Ross and Ms. Kelson, S.F.
15 was emotionally and mentally able to submit claims to Kaiser to reimburse her for
16 the cost of their care.

17 25. Kaiser initially denied S.F.'s reimbursement claims on the grounds that
18 they were submitted late. After S.F. appealed, explaining that she had been unable
19 to submit claims until she had improved her mental health and had the capacity to
20 handle her business affairs, Kaiser agreed to consider her reimbursement claims on
21 their merits.

22 26. Kaiser ultimately denied all of S.F.'s reimbursement claims on the
23 grounds that Ms. Ross and Ms. Kelson were out-of-network providers who did not
24 have a Kaiser referral.

25 27. S.F. timely filed a grievance of Kaiser's denial of her claims, which
26 Kaiser again denied. S.F. then timely filed an appeal with the California Department
27 of Managed Health Care (DMHC). The DMHC did not overturn Kaiser's action,
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1 leading to the filing of this Complaint.

2 28. S.F. has continued to file requests and appeals in order to obtain
3 reimbursement for her necessary mental health care. In each case, Kaiser has denied
4 S.F.'s requests and appeals.

5 29. On June 26, 2014, in one of S.F.'s appeals, DMHC ruled that
6 neurofeedback with Ms. Kelson was medically necessary. DMHC withheld ruling
7 on S.F.'s individual therapy with Ms. Ross, stating that a comprehensive evaluation
8 by Kaiser would be necessary prior to such a determination. S.F. had already been
9 evaluated by Kaiser sufficient to determine that therapy with Dr. Ross was
10 medically necessary. Nonetheless, S.F. contacted Kaiser for the purpose of setting
11 up a so-called "comprehensive evaluation," but Kaiser did not schedule one.

12 30. As a necessity for her mental health, S.F. has continued to receive
13 therapy from Ms. Ross on an ongoing basis. Kaiser continues to deny
14 reimbursement. Despite its effectiveness, S.F. had to stop neurofeedback with Ms.
15 Kelson, because it became too expensive to continue without any reimbursement.
16 S.F. has been denied thousands of dollars in reimbursement for her therapy costs.

17 31. Plaintiff is informed, believes, and based thereon alleges that, at all
18 relevant times, Kaiser has maintained and continues to maintain a mental health
19 infrastructure insufficient to provide medically necessary mental health services for
20 Plaintiff and other Kaiser patients; refuses to provide out-of-network referrals to
21 non-Kaiser therapists to provide medically necessary mental health care; and
22 refuses to reimburse Kaiser members such as S.F. for medically necessary, life-
23 saving mental health care obtained under these circumstances.

24 32. At the same time, Plaintiff is informed, believes, and based thereon
25 alleges that Kaiser has maintained an adequate *physical* health care infrastructure
26 that offers members recurring care including but not limited to physical therapy,
27 physical rehabilitation, and other medical treatment for chronic physical ailments
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1 that require ongoing care and recurring visits.

2 33. Plaintiff is informed, believes, and based thereon alleges that Kaiser
3 discourages its providers from making referrals to out-of-network therapists in
4 order to decrease their costs, in conscious disregard of the mental health needs of
5 its members.

6 34. S.F. brings this action under the Unfair Competition Act, the Mental
7 Health Parity Act, and the Unruh Civil Rights Act, to seek restitution and
8 compensatory and statutory damages, reimbursing her for the full cost of her care
9 with licensed therapists Ross and Kelson; emotional distress damages and punitive
10 damages for Kaiser's callous practice of denying medically necessary mental health
11 care to a member suffering deeply from Major Depressive Disorder; injunctive
12 relief barring Kaiser from maintaining a policy or practice that denies medically
13 necessary mental health treatment to qualifying patients with serious mental health
14 needs, such as refusing to provide out-of-network referrals when medically
15 necessary, and refusing to reimburse a member for obtaining medically necessary
16 mental health care services.

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18 **FIRST CLAIM FOR RELIEF**
19 **UNFAIR COMPETITION ACT**
20 **Bus. & Prof. Code § 17200 et seq.**
21 **By Plaintiff Against All Defendants**

22 35. Plaintiff re-alleges and incorporates by reference all previous
23 paragraphs.

24 36. The Unfair Competition Act provides a cause of action for "any
25 unlawful, unfair or fraudulent business act or practice." Bus & Prof Code § 17200.
26 Violation of any one of these three prongs of the Unfair Competition Act is a
27 sufficient basis for finding a violation of the law.

28 37. A violation of a statute is grounds for a claim under the "unlawful"

1 prong of the UCA. Defendants violated the unlawful prong of the Unfair
2 Competition Act by failing to comply with the Mental Health Parity Act, Health &
3 Safety Code §1374.72 *et seq.*, which mandates that health care service plans provide
4 medically necessary mental health care for patients with severe mental illnesses,
5 including Major Depressive Disorder (MDD):

6 "Every health care service plan contract issued, amended, or
7 renewed on or after July 1, 2000, that provides hospital,
8 medical, or surgical coverage shall provide coverage for the
9 diagnosis *and medically necessary treatment of severe mental*
10 *illnesses. . . . For the purposes of this section, "severe mental*
11 *illnesses" shall include...Major depressive disorders."* Health
12 & Safety Code §1374.72(a), (d)(4) (italics added).

11 38. Timeliness of a referral is a factor in determining whether mental health
12 parity is met by a health service plan under the Mental Health Parity Act. 28 CCR
13 §1300.74.72(f); 28 C.C.R. § 1300.67.2.2(c)(1).

14 39. Plaintiff's Plan was issued or renewed after July 1, 2000, and provides
15 hospital, medical or surgical coverage. Accordingly, Defendants are subject to the
16 Mental Health Parity Act (hereinafter "Parity Act").

17 40. The mental health treatment S.F. sought, which she was forced to go
18 out-of-network to receive, and for which she was denied reimbursement, is
19 precisely the type of service covered by the Parity Act. See Health & Safety Code
20 §1374.72(b)(1) ("outpatient services"); 28 CCR §1300.74.72(a) ("crisis
21 intervention and stabilization...and services from licensed mental health providers
22 including, but not limited to, psychiatrists and psychologists.").

23 41. Rohini Ross, MA, MFT, and Carol Kelson are both licensed mental
24 health care providers within the meaning of the Parity Act, and each provided S.F.
25 with medically necessary mental health care treatment for Major Depressive
26 Disorder, a specifically enumerated diagnosis under Health & Safety Code section
27 1374.72.
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1 42. Defendants' failure to provide S.F. medically necessary mental health
2 care violated the Parity Act by (1) failing to have sufficient in-network therapists;
3 (2) failing to make a timely referral to out-of-network therapists; and (3) failing to
4 reimburse her for the costs of medically necessary out-of-network therapy, even
5 after a Kaiser psychiatrist and therapist recommended that she continue with that
6 out-of-network therapy. Therefore, Defendants have violated the Unfair
7 Competition Act.

8 43. Defendants have violated and continues to violate the Unfair
9 Competition Act by:

- 10 • not providing medically necessary mental health care in-network;
- 11 • forcing patients with MDD, including S.F., to wait weeks to make a
12 follow-up appointment for individual therapy with in-network
13 therapists, when more frequent sessions are medically indicated;
- 14 • directing patients who need individual therapy to participate in group
15 therapy that could harm them further;
- 16 • failing to provide an infrastructure of sufficient in-network therapists
17 so that patients may receive timely, medically necessary treatment;
- 18 • failing to make timely referrals to out-of-network therapists when
19 medically necessary;
- 20 • refusing to reimburse patients for out-of-network appointments under
21 these circumstances;
- 22 • requiring patients to go through extensive and confusing steps in an
23 effort to be made whole for coverage they have already paid for;
- 24 • maintaining practices that discourage patients who are forced to seek
25 medically necessary mental health services outside of Kaiser's
26 network from seeking reimbursement for that treatment.

27 44. Defendants' behavior also violates the "fraudulent" prong of the Unfair
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1 Competition Act, in that by claiming to provide mental health care services, but not
2 maintaining infrastructure to do so, nor making referrals to compensate for its lack
3 of infrastructure, and denying reimbursement for medically necessary mental health
4 care undertaken under these circumstances, it deceives the public and its own Plan
5 members as to the extent of its coverage.

6 45. Defendants' unlawful, unfair and fraudulent business practices have
7 caused S.F. actual harm, in that she was deprived of medically necessary treatment
8 for MDD for a lengthy period of time, her emotional distress increased, and she was
9 forced to pay out of pocket for medically necessary psychological treatment to save
10 her life. The harm caused by these unlawful, unfair and fraudulent business
11 practices outweighs any financial benefits the conduct had for Defendants.

12 46. Defendants' unlawful, unfair, and fraudulent business practices are
13 ongoing, and present a threat and likelihood of continuing discrimination against
14 S.F., in that she continues to receive individual therapy out-of-network, and
15 continues to submit her bills to Kaiser, only to have them rejected.

16 47. Plaintiff is informed, believes, and based thereon alleges that
17 Defendants' behavior toward S.F. is consistent with its practices and policies
18 toward all Kaiser Plan members who require individual mental health therapy. The
19 California Department of Managed Care's Final Report of a Routine Medical
20 Survey of Kaiser Foundation Health Plan, Inc., Behavioral Health Services, dated
21 March 6, 2013, resulted in a four million dollar fine imposed on Kaiser for systemic
22 lengthy delays in providing mental health care to its Plan members.

23 48. S.F. seeks restitution, declaratory and injunctive relief as permitted
24 under the Unfair Competition Act. Bus & Prof Code § 17203.

25 49. Pursuant to California Code of Civil Procedure § 1021.5, S.F. is entitled
26 to recover from Defendants her reasonable attorneys' fees and costs incurred in
27 bringing this action.
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SECOND CLAIM FOR RELIEF

UNRUH CIVIL RIGHTS ACT (Cal. Civ. Code § 51 *et seq.*)

By Plaintiff Against All Defendants

50. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

51. At all relevant times, Defendants are and were business establishments subject to the Unruh Civil Rights Act.

52. Defendants intentionally discriminated against S.F. and other Kaiser members with mental health disabilities and mental health medical conditions as those terms are defined in the Unruh Civil Rights Act. Civil Code sections 51(b), (e).

53. That intentional discrimination includes, but is not limited to, engaging in the following acts and practices:

- Refusing to provide S.F. with medically necessary individual therapy with Kaiser’s in-network providers;
- Encouraging S.F. to obtain group therapy when it is not medically appropriate for her mental health condition;
- Refusing to make out-of-network referrals for medically necessary individual therapy;
- Maintaining a policy and practice of refusing to make out-of-network referrals for medically necessary individual therapy;
- Failing to provide timely mental health care services; and
- Refusing to reimburse S.F. and other members for medically necessary individual therapy they were forced to seek out-of-network under these circumstances.

54. Plaintiff’s mental health disability and/or mental health condition was

1 a substantial motivating reason for Defendants' wrongful actions.

2 55. Plaintiff seeks to recover \$4,000 per violation (e.g. each failure to
3 provide timely medically necessary mental health service, each failure to refer to an
4 out-of-network provider, and each failure to reimburse Plaintiff for medically
5 necessary health care she obtained under these circumstances), the minimum
6 statutory damages, for Defendants' violations of the Unruh Civil Rights Act.

7 56. As a further proximate result of Defendants' wrongful conduct,
8 Plaintiff was forced to expend attorneys' fees and costs in an effort to obtain a
9 remedy for Defendants' unlawful conduct.

10 57. Defendants' actions were done with malice, fraud, and oppression, and
11 in reckless disregard of the rights of Plaintiff, entitling her to punitive damages.

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13 **THIRD CLAIM FOR RELIEF**

14 **BREACH OF CONTRACT**

15 **By Plaintiff Against All Defendants**

16 58. Plaintiff re-alleges and incorporates by reference all previous
17 paragraphs.

18 59. S.F. entered a contract with Defendants for her health care, in which
19 she agreed to make monthly payments in exchange for care that includes mental
20 health care and treatment of major depressive disorder.

21 60. Defendants breached their contract by failing to provide medically
22 necessary mental health treatment using in-network providers, failing to make
23 timely referrals to out-of-network providers, and failing to reimburse S.F. for the
24 costs of medically necessary mental health treatment obtained out-of-network under
25 these circumstances to save her life.

26 61. S.F. was harmed by Defendants' breach and is entitled to compensatory
27 relief in an amount to be proved at trial.

1 **FOURTH CLAIM FOR RELIEF**

2 **BREACH OF THE IMPLIED COVENANT**
3 **OF GOOD FAITH AND FAIR DEALING**

4 **By Plaintiff Against All Defendants**

5 62. Plaintiff re-alleges and incorporates by reference all previous
6 paragraphs.

7 63. As with every contract, the health service agreement between S.F. and
8 Defendants carries with it a covenant of good faith and fair dealing, such that
9 neither party may thwart the other from receiving the benefits of the contract.
10 Defendants have a heightened responsibility not to breach this covenant because
11 they exercise discretion and authority over S.F.'s medically necessary mental
12 health care.

13 64. Defendants thwarted S.F. from receiving the benefit of their contract by
14 refusing to create an infrastructure to provide sufficient mental health care in its
15 Plan, refusing to make timely referrals to out-of-network mental health
16 professionals, and by refusing to reimburse for the cost of medically necessary
17 mental health treatment she was forced to obtain outside of the Plan to save her life.
18 Defendants maintained a system that made it impossible for a Plan member to get
19 coverage for medically necessary mental health therapy.

20 65. Plaintiff is informed, believes, and based thereon alleges that
21 Defendants consciously refused to investigate their own records that would have
22 revealed Kaiser psychiatrist Dr. James' recommendation that S.F. continue her out-
23 of-network therapy with Ross and Kelson, in order to protect their financial interests
24 over the health and financial security of its Plan member S.F. At best, Defendants
25 were grossly negligent in failing to review their records to determine that a
26 recommendation to continue out-of-network therapy had been made, which might
27 have resulted in Defendants reimbursing S.F. instead of opposing her.
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1 substantial factor in causing, Plaintiff's damages as alleged herein.

2 74. Plaintiff's damages resulted from an occurrence the nature of which
3 the violated statutes were designed to prevent.

4 75. At all relevant times, S.F. has belonged to the class of persons for
5 whose protection the statutes and regulations were adopted.

6 76. By virtue of Defendants' acts and inaction as alleged herein, S.F. is
7 entitled to an award of compensatory damages in an amount according to proof
8 for Defendants' negligence and negligence per se.

9 **PRAYER FOR RELIEF**

10 Wherefore, Plaintiff prays for relief as follows:

11 1. For a declaration that Defendants' conduct as alleged herein violated
12 the Unfair Competition Act, Mental Health Parity Act, and Unruh Civil Rights Act.

13 2. Preliminary and permanent injunctive relief pursuant to the Unfair
14 Competition Act and Unruh Act;

15 3. For restitution in an amount to be proven at trial;

16 4. For compensatory damages according to proof at trial;

17 5. For interest on compensatory damages at the legal rate from the date of
18 injury, pursuant to California Civil Code § 3291;

19 6. For statutory damages pursuant to the Unruh Civil Rights Act;

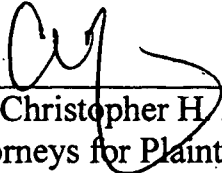
20 7. For punitive damages according to proof at trial;

21 8. For attorneys' fees and costs of suit as permitted by law;

22 9. Such other relief as the Court finds just and proper.

23
24 Dated: October 9, 2015

KNAUF ASSOCIATES

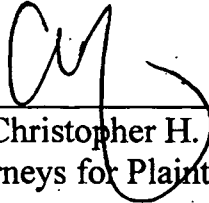
25
26 
27 By: Christopher H. Knauf
28 Attorneys for Plaintiff S.F.

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury trial.

Dated: October 9, 2015

KNAUF ASSOCIATES



By: Christopher H. Knauf
Attorneys for Plaintiff

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ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):
Christopher H. Knauf, Esq. (SBN 185180)
Laura N. Diamond (SBN 185062)
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ATTORNEY FOR (Name): ck@goodlaw.biz

FOR COURT USE ONLY
FILED
Superior Court of California
County of Los Angeles
OCT 09 2015
Sherril K. Carter, Executive Officer/Clerk
By Moses Soto Deputy

SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles
STREET ADDRESS: 111 North Hill Street
MAILING ADDRESS: -same-
CITY AND ZIP CODE: Los Angeles CA 90012
BRANCH NAME: Stanley Mosk Courthouse

CASE NAME:
S.F. v. Kaiser Foundation Health Plan, Inc., et al.

CIVIL CASE COVER SHEET
 Unlimited (Amount demanded exceeds \$25,000)
 Limited (Amount demanded is \$25,000 or less)

Complex Case Designation
 Counter **Joinder**
Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)


CASE NUMBER:
BC 5 97 5 1 8
JUDGE:
DEPT:

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:
- | | | |
|---|--|--|
| Auto Tort
<input type="checkbox"/> Auto (22)
<input type="checkbox"/> Uninsured motorist (46)
Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort
<input type="checkbox"/> Asbestos (04)
<input type="checkbox"/> Product liability (24)
<input type="checkbox"/> Medical malpractice (45)
<input type="checkbox"/> Other PI/PD/WD (23)
Non-PI/PD/WD (Other) Tort
<input checked="" type="checkbox"/> Business tort/unfair business practice (07)
<input type="checkbox"/> Civil rights (08)
<input type="checkbox"/> Defamation (13)
<input type="checkbox"/> Fraud (16)
<input type="checkbox"/> Intellectual property (19)
<input type="checkbox"/> Professional negligence (25)
<input type="checkbox"/> Other non-PI/PD/WD tort (35)
Employment
<input type="checkbox"/> Wrongful termination (36)
<input type="checkbox"/> Other employment (15) | Contract
<input type="checkbox"/> Breach of contract/warranty (06)
<input type="checkbox"/> Rule 3.740 collections (09)
<input type="checkbox"/> Other collections (09)
<input type="checkbox"/> Insurance coverage (18)
<input type="checkbox"/> Other contract (37)
Real Property
<input type="checkbox"/> Eminent domain/Inverse condemnation (14)
<input type="checkbox"/> Wrongful eviction (33)
<input type="checkbox"/> Other real property (26)
Unlawful Detainer
<input type="checkbox"/> Commercial (31)
<input type="checkbox"/> Residential (32)
<input type="checkbox"/> Drugs (38)
Judicial Review
<input type="checkbox"/> Asset forfeiture (05)
<input type="checkbox"/> Petition re: arbitration award (11)
<input type="checkbox"/> Writ of mandate (02)
<input type="checkbox"/> Other judicial review (39) | Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403)
<input type="checkbox"/> Antitrust/Trade regulation (03)
<input type="checkbox"/> Construction defect (10)
<input type="checkbox"/> Mass tort (40)
<input type="checkbox"/> Securities litigation (28)
<input type="checkbox"/> Environmental/Toxic tort (30)
<input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41)
Enforcement of Judgment
<input type="checkbox"/> Enforcement of judgment (20)
Miscellaneous Civil Complaint
<input type="checkbox"/> RICO (27)
<input type="checkbox"/> Other complaint (not specified above) (42)
Miscellaneous Civil Petition
<input type="checkbox"/> Partnership and corporate governance (21)
<input type="checkbox"/> Other petition (not specified above) (43) |
|---|--|--|

2. This case is is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties | d. <input type="checkbox"/> Large number of witnesses |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input type="checkbox"/> Substantial amount of documentary evidence | f. <input type="checkbox"/> Substantial postjudgment judicial supervision |
3. Remedies sought (check all that apply): a. monetary b. nonmonetary; declaratory or injunctive relief c. punitive
4. Number of causes of action (specify): 5 (Unfair Competition Law; Unruh Act; Breach of Contract; Negl)
5. This case is is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: October 8, 2015
Christopher H. Knauf, Esq.
(TYPE OR PRINT NAME)


(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

BY FAX

1000002015

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you must complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check one box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

Auto Tort

- Auto (22)—Personal Injury/Property Damage/Wrongful Death
- Uninsured Motorist (46) *(if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto)*

Other P/DPDWD (Personal Injury/Property Damage/Wrongful Death) Tort

- Asbestos (04)
 - Asbestos Property Damage
 - Asbestos Personal Injury/Wrongful Death
- Product Liability *(not asbestos or toxic/environmental)* (24)
- Medical Malpractice (45)
 - Medical Malpractice—Physicians & Surgeons
 - Other Professional Health Care Malpractice
- Other P/DPDWD (23)
 - Premises Liability (e.g., slip and fall)
 - Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
 - Intentional Infliction of Emotional Distress
 - Negligent Infliction of Emotional Distress

Non-P/DPDWD (Other) Tort

- Business Tort/Unfair Business Practice (07)
- Civil Rights (e.g., discrimination, false arrest) *(not civil harassment)* (08)
- Defamation (e.g., slander, libel) (13)
- Fraud (16)
- Intellectual Property (19)
- Professional Negligence (25)
 - Legal Malpractice
 - Other Professional Malpractice *(not medical or legal)*
- Other Non-P/DPDWD Tort (35)

Employment

- Wrongful Termination (36)
- Other Employment (15)

Contract

- Breach of Contract/Warranty (06)
- Breach of Rental/Lease Contract *(not unlawful detainer or wrongful eviction)*
- Contract/Warranty Breach—Seller Plaintiff *(not fraud or negligence)*
- Negligent Breach of Contract/Warranty
- Other Breach of Contract/Warranty
- Collections (e.g., money owed, open book accounts) (09)
- Collection Case—Seller Plaintiff
- Other Promissory Note/Collections Case
- Insurance Coverage *(not provisionally complex)* (18)
 - Auto Subrogation
 - Other Coverage
- Other Contract (37)
 - Contractual Fraud
 - Other Contract Dispute

Real Property

- Eminent Domain/Inverse Condemnation (14)
- Wrongful Eviction (33)
- Other Real Property (e.g., quiet title) (26)
 - Writ of Possession of Real Property
 - Mortgage Foreclosure
 - Quiet Title
 - Other Real Property *(not eminent domain, landlord/tenant, or foreclosure)*

Unlawful Detainer

- Commercial (31)
- Residential (32)
- Drugs (38) *(if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential)*

Judicial Review

- Asset Forfeiture (05)
- Petition Re: Arbitration Award (11)
- Writ of Mandate (02)
 - Writ—Administrative Mandamus
 - Writ—Mandamus on Limited Court Case Matter
 - Writ—Other Limited Court Case Review
- Other Judicial Review (39)
 - Review of Health Officer Order
 - Notice of Appeal—Labor Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

- Antitrust/Trade Regulation (03)
- Construction Defect (10)
- Claims Involving Mass Tort (40)
- Securities Litigation (28)
- Environmental/Toxic Tort (30)
- Insurance Coverage Claims *(arising from provisionally complex case type listed above)* (41)

Enforcement of Judgment

- Enforcement of Judgment (20)
 - Abstract of Judgment (Out of County)
 - Confession of Judgment *(non-domestic relations)*
 - Sister State Judgment
 - Administrative Agency Award *(not unpaid taxes)*
 - Petition/Certification of Entry of Judgment on Unpaid Taxes
 - Other Enforcement of Judgment Case

Miscellaneous Civil Complaint

- RICO (27)
- Other Complaint *(not specified above)* (42)
 - Declaratory Relief Only
 - Injunctive Relief Only *(non-harassment)*
 - Mechanics Lien
 - Other Commercial Complaint Case *(non-tort/non-complex)*
 - Other Civil Complaint *(non-tort/non-complex)*

Miscellaneous Civil Petition

- Partnership and Corporate Governance (21)
- Other Petition *(not specified above)* (43)
 - Civil Harassment
 - Workplace Violence
 - Elder/Dependent Adult Abuse
 - Election Contest
 - Petition for Name Change
 - Petition for Relief From Late Claim
 - Other Civil Petition

10/05/07

SHORT TITLE: S.F. v. KAISER FOUNDATION HEALTH PLAN, et al.	CASE NUMBER: BC 5 9 7 5 1 8
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**CIVIL CASE COVER SHEET ADDENDUM AND
STATEMENT OF LOCATION
(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)**

This form is required pursuant to Local Rule 2.0 in all new civil case filings in the Los Angeles Superior Court.

Item I. Check the types of hearing and fill in the estimated length of hearing expected for this case:
 JURY TRIAL? YES CLASS ACTION? YES LIMITED CASE? YES TIME ESTIMATED FOR TRIAL ⁵ HOURS/ DAYS

Item II. Indicate the correct district and courthouse location (4 steps – If you checked “Limited Case”, skip to Item III, Pg. 4):

Step 1: After first completing the Civil Case Cover Sheet form, find the main Civil Case Cover Sheet heading for your case in the left margin below, and, to the right in Column **A**, the Civil Case Cover Sheet case type you selected.

Step 2: Check one Superior Court type of action in Column **B** below which best describes the nature of this case.

Step 3: In Column **C**, circle the reason for the court location choice that applies to the type of action you have checked. For any exception to the court location, see Local Rule 2.0.

Applicable Reasons for Choosing Courthouse Location (see Column C below)

- | | |
|---|---|
| <ol style="list-style-type: none"> 1. Class actions must be filed in the Stanley Mosk Courthouse, central district. 2. May be filed in central (other county, or no bodily injury/property damage). 3. Location where cause of action arose. 4. Location where bodily injury, death or damage occurred. 5. Location where performance required or defendant resides. | <ol style="list-style-type: none"> 6. Location of property or permanently garaged vehicle. 7. Location where petitioner resides. 8. Location wherein defendant/respondent functions wholly. 9. Location where one or more of the parties reside. 10. Location of Labor Commissioner Office |
|---|---|

Step 4: Fill in the information requested on page 4 in Item III; complete Item IV. Sign the declaration.

Auto Tort
Other Personal Injury/Property Damage/Wrongful Death Tort

A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Auto (22)	<input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1., 2., 4.
Uninsured Motorist (46)	<input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist	1., 2., 4.
Asbestos (04)	<input type="checkbox"/> A6070 Asbestos Property Damage <input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	2. 2.
Product Liability (24)	<input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)	1., 2., 3., 4., 8.
Medical Malpractice (45)	<input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons <input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1., 4. 1., 4.
Other Personal Injury Property Damage Wrongful Death (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall) <input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.) <input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress <input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death	1., 4. 1., 4. 1., 3. 1., 4.

10/09/2015

BY FAX

SHORT TITLE:

S.F. v. KAISER FOUNDATION HEALTH PLAN, et al.

CASE NUMBER

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons See Step 3 Above
Non-Personal Injury/ Property Damage/ Wrongful Death Tort	Business Tort (07)	<input type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1., 3.
	Civil Rights (08)	<input checked="" type="checkbox"/> A6005 Civil Rights/Discrimination	1., 2., 3.
	Defamation (13)	<input type="checkbox"/> A6010 Defamation (slander/libel)	1., 2., 3.
	Fraud (16)	<input type="checkbox"/> A6013 Fraud (no contract)	1., 2., 3.
	Professional Negligence (25)	<input type="checkbox"/> A6017 Legal Malpractice <input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1., 2., 3. 1., 2., 3.
	Other (35)	<input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	2., 3.
Employment	Wrongful Termination (36)	<input type="checkbox"/> A6037 Wrongful Termination	1., 2., 3.
	Other Employment (15)	<input type="checkbox"/> A6024 Other Employment Complaint Case <input type="checkbox"/> A6109 Labor Commissioner Appeals	1., 2., 3. 10.
Contract	Breach of Contract/ Warranty (06) (not insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction) <input type="checkbox"/> A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence) <input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud) <input type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	2., 5. 2., 5. 1., 2., 5. 1., 2., 5.
	Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff <input type="checkbox"/> A6012 Other Promissory Note/Collections Case	2., 5., 6. 2., 5.
	Insurance Coverage (18)	<input type="checkbox"/> A6015 Insurance Coverage (not complex)	1., 2., 5., 8.
	Other Contract (37)	<input type="checkbox"/> A6009 Contractual Fraud <input type="checkbox"/> A6031 Tortious Interference <input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1., 2., 3., 5. 1., 2., 3., 5. 1., 2., 3., 8.
Real Property	Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation Number of parcels _____	2.
	Wrongful Eviction (33)	<input type="checkbox"/> A6023 Wrongful Eviction Case	2., 6.
	Other Real Property (26)	<input type="checkbox"/> A6018 Mortgage Foreclosure <input type="checkbox"/> A6032 Quiet Title <input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2., 6. 2., 6. 2., 6.
Unlawful Detainer	Unlawful Detainer-Commercial (31)	<input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	2., 6.
	Unlawful Detainer-Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	2., 6.
	Unlawful Detainer- Post-Foreclosure (34)	<input type="checkbox"/> A6020F Unlawful Detainer-Post-Foreclosure	2., 6.
	Unlawful Detainer-Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2., 6.

SHORT TITLE: S.F. v. KAISER FOUNDATION HEALTH PLAN, et al.	CASE NUMBER
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	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Judicial Review	Asset Forfeiture (05)	<input type="checkbox"/> A6108 Asset Forfeiture Case	2., 6.
	Petition re Arbitration (11)	<input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration	2., 5.
	Writ of Mandate (02)	<input type="checkbox"/> A6151 Writ - Administrative Mandamus <input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter <input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	2., 8. 2. 2.
	Other Judicial Review (39)	<input type="checkbox"/> A6150 Other Writ /Judicial Review	2., 8.
Provisionally Complex Litigation	Antitrust/Trade Regulation (03)	<input type="checkbox"/> A6003 Antitrust/Trade Regulation	1., 2., 8.
	Construction Defect (10)	<input type="checkbox"/> A6007 Construction Defect	1., 2., 3.
	Claims Involving Mass Tort (40)	<input type="checkbox"/> A6006 Claims Involving Mass Tort	1., 2., 8.
	Securities Litigation (28)	<input type="checkbox"/> A6035 Securities Litigation Case	1., 2., 8.
	Toxic Tort Environmental (30)	<input type="checkbox"/> A6036 Toxic Tort/Environmental	1., 2., 3., 8.
	Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only)	1., 2., 5., 8.
Enforcement of Judgment	Enforcement of Judgment (20)	<input type="checkbox"/> A6141 Sister State Judgment	2., 9.
		<input type="checkbox"/> A6160 Abstract of Judgment	2., 6.
		<input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations)	2., 9.
		<input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes)	2., 8.
		<input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax	2., 8.
<input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2., 8., 9.		
Miscellaneous Civil Complaints	RICO (27)	<input type="checkbox"/> A6033 Racketeering (RICO) Case	1., 2., 8.
	Other Complaints (Not Specified Above) (42)	<input type="checkbox"/> A6030 Declaratory Relief Only	1., 2., 8.
		<input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment)	2., 8.
		<input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex)	1., 2., 8.
<input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)	1., 2., 8.		
Miscellaneous Civil Petitions	Partnership Corporation Governance (21)	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2., 8.
	Other Petitions (Not Specified Above) (43)	<input type="checkbox"/> A6121 Civil Harassment	2., 3., 9.
		<input type="checkbox"/> A6123 Workplace Harassment	2., 3., 9.
		<input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case	2., 3., 9.
		<input type="checkbox"/> A6190 Election Contest	2.
<input type="checkbox"/> A6110 Petition for Change of Name		2., 7.	
<input type="checkbox"/> A6170 Petition for Relief from Late Claim Law	2., 3., 4., 8.		
<input type="checkbox"/> A6100 Other Civil Petition	2., 9.		

10/09/2011

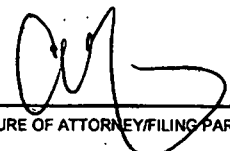
SHORT TITLE: S.F. v. KAISER FOUNDATION HEALTH PLAN, et al.	CASE NUMBER
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Item III. Statement of Location: Enter the address of the accident, party's residence or place of business, performance, or other circumstance indicated in Item II., Step 3 on Page 1, as the proper reason for filing in the court location you selected.

REASON: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected for this case. <input type="checkbox"/> 1. <input checked="" type="checkbox"/> 2. <input checked="" type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10.		ADDRESS: 4608 Kingswell Ave.
CITY: Los Angeles	STATE: CA	ZIP CODE: 90027

Item IV. Declaration of Assignment: I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that the above-entitled matter is properly filed for assignment to the Stanley Mosk courthouse in the Los Angeles District of the Superior Court of California, County of Los Angeles [Code Civ. Proc., § 392 et seq., and Local Rule 2.0, subds. (b), (c) and (d)].

Dated: Oct. 8, 2015



 (SIGNATURE OF ATTORNEY/FILING PARTY)

PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet, Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form, LACIV 109, LASC Approved 03-04 (Rev. 03/11).
5. Payment in full of the filing fee, unless fees have been waived.
6. A signed order appointing the Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court in order to issue a summons.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.

10/09/2015