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Attorneys for Plaintiff,
Jesse Cox

FILED
LOS ANGELES SUPERIOR COURT

MAR 1 2013

JOHN A. CLARKE, CLERK
BY MARY FLORES, DEPUTY

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BY FAX

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES - CENTRAL DISTRICT

JESSE COX, an individual,
Plaintiff,

Case No.

BC501993

COMPLAINT FOR DAMAGES

v.

KAISER FOUNDATION HEALTH PLAN,
INC., a California Corporation; THE
RAWLINGS COMPANY, LLC, a Kentucky
Limited Liability Company, dba THE
RAWLINGS GROUP; and DOES 1-20,
inclusive

1. BREACH OF CONTRACT
2. BREACH OF DUTY OF GOOD FAITH AND FAIR DEALINGS
3. DECLARATORY RELIEF
4. FRAUD & DECEIT
5. VIOLATION OF BUSINESS & PROFESSIONS CODE § 17200, et seq

Defendants.

Jury Trial Demanded

COMES NOW, Plaintiff JESSE COX, individually, who hereby complains and alleges against Defendants, and each of them, as follows:

PARTIES

1. At all times mentioned herein and relevant hereto, Plaintiff Jesse Cox, is, and was, an individual residing in the County of Los Angeles.
2. Defendant Kaiser Foundation Health Plan, Inc., ("Kaiser") is a California Corporation authorized to transact and does transact business as a medical health plan throughout the State of California, including Los Angeles County.

CIT/CASE: BC501993
LEA/DEF#: 1
RECEIPT # CCH47807017
DATE PAID: 03/01/13
PAYMENT: \$435.00
RECEIVED: 3:44 PM
CHX: \$435.00
CRS: \$0.00
CHP: \$0.00
CAP: \$0.00

3. Defendant Rawlings Company, LLC dba The Rawlings Group ("Rawlings") is a Kentucky Limited Liability Company doing business in the State of California, County of Los Angeles as a joint venture of Defendant Kaiser.

4. Plaintiffs are ignorant of the true names and capacities of defendant Does 1 through 20 and, therefore, Plaintiffs sue Does 1 through 20 by such fictitious names pursuant to Code of Civil Procedure §474. Plaintiffs will amend this complaint to allege the true names and capacities of Does 1 through 20, and each of them, when Plaintiffs discover that information. Plaintiffs are informed and believe and on this basis alleges that Does 1 through 20, and each of them, is responsible for and proximately caused the occurrences and damages that Plaintiffs allege in this Complaint.

5. Venue is proper in Los Angeles County because a substantial part of the acts occurred in this judicial district.

STATEMENT OF FACTS

6. Plaintiff re-alleges and incorporates by reference all preceding paragraphs of this complaint, as through fully set forth herein.

7. On or about December 9, 2008, Plaintiff Jesse Cox was shot by while waiting in a drive-thru line at a fast-food restaurant. Mr. Cox brought suit against the restaurant for failing to provide adequate safety to its patrons. The shooter was not an employee of the restaurant and was not a named defendant in that action.

8. At the time he was shot, Mr. Cox was a member of Defendant Kaiser's health plan.

9. The medical bills for Mr. Cox's treatment total approximately \$300,000. The restaurant settled this matter for \$300,000. In addition to attorney fees, costs in this case approached \$40,000.00.

10. Not until the end of underlying litigation did Defendant Kaiser, by and through its agent and joint venturer, Defendant Rawlings, deceptively and unfairly claim a lien and subrogation rights to the proceeds of any settlement in the underlying personal injury action.

11. Defendant Kaiser, by and through Defendant Rawlings, has repeatedly asserted that they are entitled to \$100,000.00 from the settlement proceeds, wholly ignoring the required reduction

1 for costs and attorney fees, despite this being brought to their attention on multiple occasions.

2 12. Plaintiff is informed and believes, and thereon alleges, that Defendant Rawlings has several
3 times intentionally mislead Plaintiff's counsel into believing that they were in contact with
4 Defendant Kaiser on a regular basis and that their counsel was licensed in California.

5 13. At the time of asserting such a lien, Defendants, and each of them, knew that there was no
6 basis for the claims they were asserting and have utterly failed to provide evidence pursuant to
7 California Civil Code §3040(a) that Defendant Kaiser's lien claim is based upon the reasonable
8 costs of medical services which were actually paid by any of the Defendants herein.

9 14. Plaintiff is informed and believes, and thereon alleges, that Defendants Kaiser, Rawlings
10 and Does 1-20 have reaped substantial profits by asserting deceitful lien claims in personal injury
11 actions involving Kaiser members, including Plaintiff herein.

12 15. Plaintiff is informed and believes, and thereon alleges, that persons insured by Defendant
13 Kaiser have suffered substantial financial burdens as a result of the deceptive and unfair practices
14 of Defendants, and each of them, in collecting money from settlements to which Defendants were
15 not legally entitled.

16 16. Plaintiff Jesse Cox is the victim of Defendants' foregoing scheme – after he was shot, he
17 was taken to Providence Holy Cross Medical Center in Mission Hills, California for treatment. He
18 was hospitalized there for approximately five (5) days. Defendants, and each of them, have
19 repeatedly asserted that Kaiser paid the Providence Holy Cross Medical Center for the medical
20 services provided to Jesse Cox, a member of Defendant Kaiser's health plan.

21 17. After being discharged from Providence Holy Cross Medical Center, Mr. Cox received
22 subsequent treatment at several different facilities owned by Defendant Kaiser. Defendants, and
23 each of them, have repeatedly asserted that Kaiser paid these facilities for the medical services
24 provided to Jesse Cox, a member of Defendant Kaiser's health plan.

25 18. Despite the repeated requests of counsel that Defendants provide proof of actual payment to
26 the Providence Holy Cross Medical Center and the Kaiser facilities, no actual proof of payment
27 was ever provided.

28 ///

1 19. Pursuant to California Civil Code §3040(a), no lien asserted by a medical group, such as
2 Defendant Kaiser, may exceed the sum of the reasonable costs actually paid by the medical group.

3 20. In addition to failing to provide actual proof of payment, Defendant Rawlings was asked
4 several times to put Plaintiff's counsel in contact with their licensed California attorney to discuss
5 this matter and the California laws surrounding it. Although Plaintiff's counsel was contacted
6 several times by an attorney licensed in Kentucky, they were never contacted by any person
7 authorized to practice law in the State of California.

8 21. In this action, Plaintiff is informed and believes and thereon alleges that Defendants refused
9 to provide proof of payment actually made because in fact no payment for services was made by
10 any of the Defendants herein to any of Plaintiff's underlying healthcare providers. On that basis,
11 Plaintiff seeks damages for breach of contract against Defendant Kaiser, for the breach of the duty
12 of good faith and fair dealing against Defendants Kaiser and against the other defendants named
13 herein who were acting as agents and/or joint venturers of Defendant Kaiser. Plaintiff also seeks
14 damages for fraud and a judicial declaration that Defendant Kaiser has no valid lien claims against
15 Plaintiff herein or the settlement proceeds realized in the underlying personal injury action.

16 22. The deceptive practices and actions taken by the Defendants, and each of them, prohibited
17 Plaintiff from using and enjoying a good deal of the settlement proceeds to which he is entitled.
18 Further, Defendants' actions have caused more attorney fees and costs to be incurred.

19 **FIRST CAUSE OF ACTION AGAINST ALL DEFENDANTS**

20 **(Breach of Contract)**

21 23. Plaintiff re-alleges and incorporates by reference all preceding paragraphs of this complaint,
22 as through fully set forth herein.

23 24. Plaintiff at all relevant times was a members of Defendant Kaiser's health plan.

24 25. Plaintiff at all relevant times was current on payment for all premiums due and performed
25 all of his obligations as specified in the Kaiser contract providing healthcare.

26 26. Defendant Kaiser and its joint venture and agent, Defendant Rawlings, have failed to
27 perform all of its obligations as specified in the Kaiser contract providing healthcare, and has thus
28 breached its contract with Plaintiff.

27. As a proximate result of Defendants' breach of contract, Plaintiff has suffered general and consequential damages in an amount to be determined according to proof at the time of trial plus interest.

SECOND CAUSE OF ACTION AGAINST ALL DEFENDANTS

(Breach of the Duty of Good Faith and Fair Dealing)

28. Plaintiffs incorporate and re-allege by reference all preceding paragraphs of this complaint as though fully set forth herein.

29. Defendant Kaiser has breached the duty of good faith and fair dealing owed to plaintiffs in in several ways, including, but not limited to:

(a) Unreasonably and in bad faith attempting to assert a lien on plaintiffs' proceeds obtained in an underlying personal injury action, entitled *Cox v. Senior Classic Leasing, et al*, case number PC049774 previously pending in Superior Court of the State of California, County of Los Angeles;

(b) Unreasonably and in bad faith refusing to communicate with Plaintiff's counsel regarding the basis for the Defendants' lien claim;

(c) Unreasonably and in bad faith refusing to acknowledge that Defendants' lien claim in the underlying litigation was without basis or foundation; and

(d) Defendants, and each of them did not thoroughly investigate the factual and legal basis for the underlying lien claim.

30. Plaintiff is informed and believes and thereon alleges that Defendants, and each of them, at all relevant times knew that California Civil Code §3040(a) prescribes that no lien asserted by a licensee of the department of managed care or the department of insurance, i.e. Defendant Kaiser may exceed the sum of the reasonable costs actually paid by the licensee, medical group.

31. Plaintiff is informed and believes and thereon alleges that Defendants, and each of them, at all relevant times knew that California Civil Code §3040(f) requires a pro rata reduction of any lien asserted for reasonable costs actually paid by Defendant Kaiser.

32. Plaintiff is informed and believes and thereon alleges that Defendants, and each of them, at all relevant times knew that California Civil Code §3040(c) requires that any lien asserted for

1 reasonable costs actually paid by Defendant Kaiser could not exceed one-third of the monies
2 actually due to Plaintiff under any settlement, i.e., after the reduction for attorney fees and costs.

3 33. Plaintiff is informed and believes and thereon alleges that Defendants have breached their
4 duty of good faith and fair dealing owed to Plaintiff by asserting non-existent lien rights in the
5 underlying litigation in an attempt to obtain money from Plaintiffs by assertion of a lien claim not
6 authorized by law.

7 34. Plaintiff is informed and believes and thereon alleges that Defendants have breached their
8 duty of good faith and fair dealing owed to Plaintiff by other acts or omissions of which Plaintiff
9 are presently unaware and which will be shown at the time of trial.

10 35. As a proximate result of the aforementioned unreasonable and bad faith conduct of
11 Defendants, and each of them, Plaintiff has suffered and will continue to suffer in the future,
12 physical injury, pain and suffering, mental and emotional distress and medical expenses in an
13 amount to be proven at trial, plus interest.

14 36. As a further and proximate result of the unreasonable and bad faith conduct of Defendant
15 Kaiser, Plaintiff was compelled to retain legal counsel and to institute litigation to obtain the
16 benefits due him pursuant to his membership in Defendant Kaiser's health plan. Therefore,
17 pursuant to *Brandt v. Superior Court* (1985) 37 Cal.3d 813, Defendants are liable to pay Plaintiff
18 for those attorneys' fees reasonably incurred in order to obtain their benefits pursuant to their
19 membership in Defendant Kaiser's health plan.

20 37. The Defendants' conduct as described herein was despicable and was committed
21 maliciously, fraudulently and oppressively with the wrongful intention of injuring Plaintiff and
22 with a willful and conscious disregard of the rights of Plaintiff. Defendants, and each of them,
23 subjected Plaintiff to cruel and unjust hardship, and via intentional misrepresentation, deceit, or
24 concealment of material facts, Defendants, and each of them, intended to deprive Plaintiff of
25 property or legal rights all to the detriment of Plaintiff and to the financial benefit of Defendants.
26 Accordingly, Plaintiff is entitled to recover exemplary and punitive damages under California Civil
27 Code §3294, in an amount according to proof, in order to punish and to make an example of
28 defendants and to deter such conduct in the future.

38. The conduct of the Defendants described herein was undertaken by the Defendants' officers, directors and managing agents who were responsible for corporate policies, lien claim supervision and other decisions leading to the assertion of nonexistent lien claims. The previously described conduct of said officers, directors and managing agents was therefore undertaken on behalf of the corporate Defendants. Said corporate Defendants further had advance knowledge of the actions and conduct of other employees, including but not limited to the actions of Defendant Rawlings and Does 1-20, whose actions and conduct were ratified, authorized, and approved by the corporate Defendants.

39. Defendants' conduct is particularly reprehensible because it was part of a repeated corporate practice and not an isolated occurrence. Plaintiff is informed and believe and thereon allege that Defendants have engaged in similar wrongful conduct as to individuals other than Plaintiffs and that Defendants have substantially increased their profits as a result of causing similar harm to others.

THIRD CAUSE OF ACTION AGAINST ALL DEFENDANTS

(Declaratory Relief)

40. Plaintiff re-alleges and incorporates by reference all preceding paragraphs of this complaint as though fully set forth herein.

41. Plaintiff is a party to the health plan contract with Defendant Kaiser. Plaintiff is also the third party beneficiary of Defendant Kaiser's agreements with the Providence Holy Cross Medical Center authorizing those providers to render medical services and treatment to Plaintiff. The law prohibits Defendants and each of them from asserting lien rights not authorized by California Civil Code §3040. A present and actual controversy between and among Plaintiff and Defendants exist in that Defendants have refused to provide proof to Plaintiff that any of Plaintiff's medical care was actually paid by Defendants for services provided to Plaintiff Jesse Cox as a result of the gunshot wounds he sustained. A present and actual controversy between Plaintiff and Defendants exists in that Defendants continue to assert unjustified lien claims preventing final disbursement to Plaintiff of the settlement proceeds.

///

42. Plaintiff is legally entitled to the compensatory damages resulting from a settlement of the underlying personal injury action and that the proceeds from such settlement are necessary to provide for the plaintiff' economic well-being and emotional well-being.

43. Plaintiff requests a declaration from this Court that Defendants have no lien rights to any portion of the settlement proceeds previously referenced herein. Plaintiff further requests a declaration that he is not liable to provide Defendants any money whatsoever.

FOURTH CAUSE OF ACTION AGAINST ALL DEFENDANTS

(Fraud & Deceit)

44. Plaintiff re-alleges and incorporates by reference all preceding paragraphs of this complaint as though fully set forth herein.

45. California Civil Code §1710 defines deceit. One form of deceit is the "suppression of a fact, by one who is bound to disclose it". California Civil Code §1709 provides that one who "willfully deceives another with intent to induce him to alter his position to his injury or risk, is liable for damage which he thereby suffers."

46. California Civil Code §1770(a) (14) provides that the following is an unfair or deceptive act or practice: "Representing that a transaction confers or involves rights, remedies, or obligations which it does not have or involve, or which are prohibited by law."

47. At all times herein relevant, Defendants, and each of them have actively concealed from Plaintiff the contractual relationship existing between Defendant Kaiser and Providence Holy Cross Medical Center for services provided to Kaiser health plan members. Defendants and each of them have actively concealed whether any money was actually paid by any Defendant to Providence Holy Cross Medical Center or Kaiser facilities for hospital services provided to Plaintiff Jesse Cox.

48. Defendants intended to deceive Plaintiff by concealing these facts from Plaintiff so that Plaintiff would rely upon the representations that Defendant Kaiser was asserting a valid lien. Defendants knew that Plaintiff had no way of ascertaining the true nature of the relationship between Defendant Kaiser and Providence Holy Cross Medical Center and in spite of requests by Plaintiff's counsel for proof of actual payment made by Defendants for care related to the shooting

1 of Jesse Cox, Defendants, unreasonably and with the intent to deceive, withheld such information.
2 Defendants, and each of them, intended to deceive Plaintiff by asserting lien claims that the
3 Defendants knew did not exist pursuant to California Civil Code §3040.

4 49. Plaintiff was and continues to be damaged and injured by Defendants' fraudulent and
5 deceitful assertion of a lien claim to Plaintiff's settlement proceeds. Plaintiff has sustained
6 economic and emotional damages as a result of the Defendants' ongoing deceit and concealment.

7 **FIFTH CAUSE OF ACTION AGAINST ALL DEFENDANTS**

8 (Violation of Business and Professions Code §17200, *et seq.*)

9 50. Plaintiff re-alleges and incorporates by reference all preceding paragraphs of this complaint
10 as though fully set forth herein.

11 51. The Unfair Business Practices Act defines unfair business competition to include any
12 "unfair," "unlawful," or "fraudulent" business act or practice. California Business & Professions
13 Code § 17200 *et seq.*

14 52. Each of the Defendants have violated the Unfair Business Practices Act by engaging in the
15 fraudulent business acts and/or practices alleged herein, including the fraud specifically described
16 above.

17 53. Specifically, Defendants, and each of them, actively worked to conceal from Plaintiff the
18 true amounts paid by Defendant Kaiser for Jesse Cox's medical treatment in an attempt to
19 maximize their profits and recover monies that were never paid and were not owed under
20 California Civil Code §3040.

21 54. The reality is that Defendants paid substantially less than they are asserting, and may well
22 have paid nothing at all. Moreover, even if monies were paid, the Defendants, and each of them,
23 continue to assert that they are entitled to a lien on Jesse Cox's recovery that exceeds the amounts
24 allowed under California Civil Code §3040.

25 55. As a direct and proximate result of the foregoing conduct by Defendants, Plaintiff has been
26 damaged in that he has been unable to use and enjoy all of the settlement proceeds he is due in the
27 underlying personal injury action. Additionally, Plaintiff has paid premiums to Defendant Kaiser,
28 and the Defendant should be disgorged of those funds. Plaintiff has sustained economic and

emotional damages as a result of the Defendants' ongoing deceit and concealment sustained and will continue to sustain in an amount to be determined at trial.

56. As a direct and proximate result of the foregoing conduct by Defendants, numerous other members of the public have also been deceived into paying the Defendants, and each of them, for similar unfounded lien claims.

57. The Unfair Business Practices Act provides for restitution for violations and disgorgement of monies. Plaintiff thereby requests that this Court restore all monies and fees paid by him and all other subscribers of Defendant Kaiser. Plaintiff also requests that the Court enter injunctive relief against Defendants, preventing them from continuing to assert these bogus liens against their members.

58. This private enforcement is necessary to enforce the disgorgement of Defendants' wrongfully obtained funds, prevent Defendants from dissipating funds wrongfully obtained, and obtain injunctive relief preventing Defendants from further engaging in such wrongful conduct.

59. The requested relief will confer a significant pecuniary benefit on the numerous other members of the public who were deceived by Defendants' wrongful acts.

PRAYER

WHEREFORE, Plaintiff prays for judgment as follows:

1. For general and consequential damages according to proof, plus prejudgment interest, for breach of contract;
2. For general and special damages, including damages for physical injury, pain and suffering, mental and emotional distress plus prejudgment interest for breach of the implied covenant of good faith and fair dealing;
3. For general and special damages according to proof, plus prejudgment interest for fraud and deceit, unfair or deceptive acts;
4. For punitive and exemplary damages in an amount to be determined at trial;
5. For attorneys' fees incurred to recover benefits under the contract pursuant to *Brandt v. Superior Court* (1985)37 Cal.3d 813;
6. For attorneys' fees incurred to recover benefits under the contract pursuant to

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California Business & Professions Code §17200, et seq.;

7. For a declaration of rights and obligations of the parties regarding Defendant Kaiser's lien claims;
8. For cost of suit incurred herein; and
9. For such other and further relief as the Court deems just and proper.

Plaintiff hereby demands a jury trial.

Dated: February 28, 2013

THE LAYFIELD LAW FIRM, APC

By: 

Philip J. Layfield, Esq.
Jamie L. Keeton, Esq.

Attorneys for Plaintiff,
Jesse Cox

FOR COURT USE ONLY

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):

Jamie L. Keeton, Esq. SBN: 265267
 The Layfield Law Firm, APC
 525 S. Douglas Street, Suite 280, El Segundo, CA 90245
 TELEPHONE NO.: (424) 835-6100 FAX NO.: (800) 644-9861

ATTORNEY FOR (Name): Jesse Cox

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

STREET ADDRESS: 111 North Hill Street

MAILING ADDRESS: 111 North Hill Street

CITY AND ZIP CODE: Los Angeles, 90012

BRANCH NAME: Stanley Mosk Courthouse

CASE NAME: Jesse Cox v. Kaiser Foundation Health Plan, et al

FILED
 LOS ANGELES SUPERIOR COURT

MAR 1 2013

JUDITH A. CLARKE, CLERK
 BY MARY FLORES, DEPUTY

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 501993

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

☐ Auto (22)
☐ Uninsured motorist (46)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

☐ Asbestos (04)
☐ Product liability (24)
☐ Medical malpractice (45)
☐ Other PI/PD/WD (23)

Non-PI/PD/WD (Other) Tort

☐ Business tort/unfair business practice (07)
☐ Civil rights (08)
☐ Delamation (13)
☒ Fraud (16)
☐ Intellectual property (19)
☐ Professional negligence (25)
☐ Other non-PI/PD/WD tort (35)

Employment

☐ Wrongful termination (36)
☐ Other employment (15)

Contract

☐ Breach of contract/warranty (06)
☐ Rule 3.740 collections (09)
☐ Other collections (09)
☐ Insurance coverage (18)
☐ Other contract (37)

Real Property

☐ Eminent domain/Inverse condemnation (14)
☐ Wrongful eviction (33)
☐ Other real property (26)

Unlawful Detainer

☐ Commercial (31)
☐ Residential (32)
☐ Drugs (38)

Judicial Review

☐ Asset forfeiture (05)
☐ Petition re: arbitration award (11)
☐ Writ of mandate (02)
☐ Other judicial review (39)

Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403)

☐ Antitrust/Trade regulation (03)
☐ Construction defect (10)
☐ Mass tort (40)
☐ Securities litigation (28)
☐ Environmental/Toxic tort (30)
☐ Insurance coverage claims arising from the above listed provisionally complex case types (41)

Enforcement of Judgment

☐ Enforcement of judgment (20)

Miscellaneous Civil Complaint

☐ RICO (27)
☐ Other complaint (not specified above) (42)

Miscellaneous Civil Petition

☐ Partnership and corporate governance (21)
☐ 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. ☐ Large number of separately represented parties d. ☐ Large number of witnesses
 b. ☐ Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve e. ☐ Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
 c. ☐ Substantial amount of documentary evidence f. ☐ 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

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: February 28, 2013

Jamie L. Keeton, 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.

Page 1 of 2

BY FAX

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 PI/PD/WD (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 PI/PD/WD (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
Other PI/PD/WD

Non-PI/PD/WD (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-PI/PD/WD 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

SHORT TITLE: COX v. Kaiser, et al.

CASE NUMBER

BC 501993

BY FAX

**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 3 ☐ 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)

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.
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.

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Auto Tort	Auto (22)	<input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1., 2., 4.
	Uninsured Motorist (48)	<input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death - Uninsured Motorist	1., 2., 4.
Other Personal Injury/Property Damage/ Wrongful Death Tort	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)	1., 4.
		<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., 3. 1., 4.

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Non-Personal Injury/Property
Damage/ Wrongful Death Tort

Employment

Contract

Real Property

Unlawful Detainer

A Civil Case Cover Sheet Category No	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Business Tort (07)	<input type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1., 3.
Civil Rights (08)	<input 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.
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.
Breach of Contract/ Warranty (08) (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 checked="" 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.
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-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.

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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., 8.
	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 <input type="checkbox"/> A6180 Abstract of Judgment <input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations) <input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes) <input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax <input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2., 9. 2., 6. 2., 9. 2., 8. 2., 8. 2., 8., 9.
	RICO (27)	<input type="checkbox"/> A6033 Racketeering (RICO) Case	1., 2., 8.
Miscellaneous Civil Complaints	Other Complaints (Not Specified Above) (42)	<input type="checkbox"/> A6030 Declaratory Relief Only <input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment) <input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex) <input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)	1., 2., 8. 2., 8. 1., 2., 8. 1., 2., 8.
	Partnership Corporation Governance (21)	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2., 8.
Miscellaneous Civil Petitions	Other Petitions (Not Specified Above) (43)	<input type="checkbox"/> A6121 Civil Harassment <input type="checkbox"/> A6123 Workplace Harassment <input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case <input type="checkbox"/> A6190 Election Contest <input type="checkbox"/> A6110 Petition for Change of Name <input type="checkbox"/> A6170 Petition for Relief from Late Claim Law <input type="checkbox"/> A6100 Other Civil Petition	2., 3., 9. 2., 3., 9. 2., 3., 9. 2. 2., 7. 2., 3., 4., 8. 2., 9.

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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.

☐1. ☒2. ☐3. ☐4. ☐5. ☐6. ☐7. ☐8. ☐9. ☐10.

ADDRESS:

4867 W Sunset Blvd

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 Central 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: February 28, 2013


(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.