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FILED
LOS ANGELES SUPERIOR COURT

JUL 29 2013

JOHN A. CLARKE, CLERK
BY L. JOHNSON, DEPUTY

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

SANJIV GOEL, MD, INC., a California
corporation,

Plaintiff,

v.

BLUE SHIELD OF CALIFORNIA
LIFE & HEALTH INSURANCE
COMPANY, a California Corporation,
FACEY MEDICAL GROUP, A
MEDICAL CORPORATION, a
California Corporation, KAISER
PERMANENTE INSURANCE
COMPANY, a California Corporation,
REGAL MEDICAL GROUP, INC., a
California Corporation, and DOES 1
through 20, inclusive,

Defendants.

CASE NO.

COMPLAINT: BC516657

1. Breach of Health & Safety
Code Section 1371.4;
2. Quantum Meruit
3. Violation of California Business
and Professions Code Section
17200 et seq.

DEMAND FOR JURY TRIAL

D58 Rolf M. Tren

RECEIPT #: CCH439933027
DATE PAID: 07/30/13 10:11 AM
PAYMENT: \$435.00
RECEIVED: 310
CHECK: \$435.00
CASH: \$0.00
CHANGE: \$0.00
CARD: \$0.00
COMPLAINT

CIT/CASE: BC516657
LEA/DEF#:

97/30/13

PARTIES

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2
3 1. Plaintiff Sanjiv Goel MD Inc. ("Goel") is a California corporation
4 organized and existing pursuant to the laws of the State of California. Goel has
5 its principal place of business in the City of Thousand Oaks, California. Goel
6 renders medically necessary emergency care to patients.
7

8
9 2. Defendant BLUE SHIELD OF CALIFORNIA LIFE & HEALTH
10 INSURANCE COMPANY, doing business as BLUE SHIELD ("BLUE
11 SHIELD") is a for-profit corporation organized and existing pursuant to the
12 laws of the State of California, and has its principal place of business in San
13 Francisco, California., : 1
14

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16 3. Defendant FACEY MEDICAL GROUP, A MEDICAL
17 CORPORATION, doing business as FACEY MEDICAL GROUP ("FACEY") is a
18 for-profit corporation organized and existing pursuant to the laws of the State of
19 California, and has its principal place of business in Mission Hills, California.
20

21 4. Defendant KAISER PERMANENTE INSURANCE COMPANY,
22 doing business as KAISER PERMANENTE ("KAISER") is a for-profit
23 corporation organized and existing pursuant to the laws of the State of
24 California, and has its principal place of business in Oakland, California.,
25
26

27 5. Defendant REGAL MEDICAL GROUP, INC., doing business as
28

1 REGAL MEDICAL GROUP ("REGAL") is a for-profit corporation organized and
2 existing pursuant to the laws of the State of California, and has its principal place
3 of business in Marina Del Rey, California.,
4

5 6. Defendants, and each of them, at all relevant times, have transacted
6 business in the State of California. The violations alleged within this complaint
7 have been and are being carried out in the State of California.
8

9 7. Goel is unaware of the true names and capacities, whether corporate,
10 associate, individual, partnership or otherwise of defendants Does 1 through 20,
11 inclusive, and therefore sues such defendants by such fictitious names. Goel will
12 seek leave of the Court to amend this complaint to allege their true names and
13 capacities when ascertained.
14

15 8. At all relevant times each of the defendants, including the defendants
16 named "Doe," was and is the agent, employee, employer, joint venturer,
17 representative, alter ego, subsidiary, and/or partner of one or more of the other
18 defendants, and was, in performing the acts complained of herein, acting within
19 the scope of such agency, employment, joint venture, or partnership authority,
20 and/or is in some other way responsible for the acts of one or more of the other
21 defendants.
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COMMON FACTUAL BACKGROUND

Blue Shield

Patient No. 82967

9. At all relevant times, a patient whose date of birth was XX/XX/1955, ("Patient No. 82967") was an individual enrollee of a BLUE SHIELD health plan.

10. Goel has limited the disclosure of patient identification information pursuant to the privacy provisions of the federal Health Insurance Portability & Accountability Act ("HIPAA"), 42 U.S.C. §§ 1320(d) et seq., and the California Constitution, art. 1, § 1.

11. Goel admitted Patient No. 82967 on April 7, 2011, and discharged that patient on the same day. During that stay, Goel rendered medically necessary emergency care to Patient No. 82967.

12. Goel's usual and customary total billed charges for rendering the medically necessary emergency care to Patient No. 82967 on April 7, 2011 amounted to \$50,000.00.

13. Because Goel and BLUE SHIELD did not have a contract applicable to its members, Goel is entitled to Goel's usual and customary total billed charges for the medical services rendered to Patient No. 82967. The usual and customary total billed charges were \$50,000.00.

14. Shortly after performing his services on Patient No. 82967, Goel

submitted the final bill regarding Patient No. 82967 to BLUE SHIELD for payment by BLUE SHIELD, which bill reflected Goel's usual and customary total billed charges of \$50,000.00.

15. BLUE SHIELD paid Goel a total of \$15,533.25 as payment for the medically necessary emergency care rendered to Patient 82967.

16. However, BLUE SHIELD failed to pay Goel for the remaining balance of \$34,466.75 for the medically necessary emergency care rendered to Patient No. 82967, despite demands thereof (the "Amount Due").

17. Goel has now exhausted all available administrative remedies to appeal BLUE SHIELD's refusal to pay the Amount Due for the medically necessary emergency care rendered to Patient No. 82967.

Patient No. 83514

18. At all relevant times, a patient whose date of birth was XX/XX/1948, ("Patient No. 83514") was an individual enrollee of a BLUE SHIELD health plan.

19. Goel has limited the disclosure of patient identification information pursuant to the privacy provisions of the federal Health Insurance Portability & Accountability Act ("HIPAA"), 42 U.S.C. §§ 1320(d) et seq., and the California Constitution, art. 1, § 1.

20. Goel admitted Patient No. 83514 on May 2, 2011, and discharged that patient on the same day. During that stay, Goel rendered medically necessary

1 emergency care to Patient No. 83514.

2 21. Goel's usual and customary total billed charges for rendering the
3 medically necessary emergency care to Patient No. 83514 on May 2, 2011
4 amounted to \$49,000.00.
5

6 22. Because Goel and BLUE SHIELD did not have a contract applicable
7 to its members, Goel is entitled to Goel's usual and customary total billed charges
8 for the medical services rendered to Patient No. 83514. The usual and customary
9 total billed charges were \$49,000.00.
10
11

12 23. Shortly after performing his services on Patient No. 83514, Goel
13 submitted the final bill regarding Patient No. 83514 to BLUE SHIELD for
14 payment by BLUE SHIELD, which bill reflected Goel's usual and customary total
15 billed charges of \$49,000.00.
16
17

18 24. BLUE SHIELD paid Goel a total of \$6,257.50 as payment for the
19 medically necessary emergency care rendered to Patient 83514.
20

21 25. However, BLUE SHIELD failed to pay Goel for the remaining
22 balance of \$42,742.50 for the medically necessary emergency care rendered to
23 Patient No. 83514, despite demands thereof (the "Amount Due").
24

25 26. Goel has now exhausted all available administrative remedies to
26 appeal BLUE SHIELD's refusal to pay the Amount Due for the medically
27 necessary emergency care rendered to Patient No. 83514.
28

Patient No. 87738

27. At all relevant times, a patient whose date of birth was XX/XX/1953, ("Patient No. 87738") was an individual enrollee of a BLUE SHIELD health plan.

28. Goel has limited the disclosure of patient identification information pursuant to the privacy provisions of the federal Health Insurance Portability & Accountability Act ("HIPAA"), 42 U.S.C. §§ 1320(d) et seq., and the California Constitution, art. 1, § 1.

29. Goel admitted Patient No. 87738 on July 7, 2011, and discharged that patient on the same day. During that stay, Goel rendered medically necessary emergency care to Patient No. 87738.

30. Goel's usual and customary total billed charges for rendering the medically necessary emergency care to Patient No. 87738 on July 7, 2011 amounted to \$37,000.00.

31. Because Goel and BLUE SHIELD did not have a contract applicable to its members, Goel is entitled to Goel's usual and customary total billed charges for the medical services rendered to Patient No. 87738. The usual and customary total billed charges were \$37,000.00.

32. Shortly after performing his services on Patient No. 87738, Goel submitted the final bill regarding Patient No. 87738 to BLUE SHIELD for payment by BLUE SHIELD, which bill reflected Goel's usual and customary total

1 billed charges of \$37,000.00.

2 33. BLUE SHIELD paid Goel a total of \$4,145.50 as payment for the
3 medically necessary emergency care rendered to Patient 87738.
4

5 34. However, BLUE SHIELD failed to pay Goel for the remaining
6 balance of \$32,854.50 for the medically necessary emergency care rendered to
7 Patient No. 87738, despite demands thereof (the "Amount Due").
8

9 35. Goel has now exhausted all available administrative remedies to
10 appeal BLUE SHIELD's refusal to pay the Amount Due for the medically
11 necessary emergency care rendered to Patient No. 87738.
12

13
14 ***Patient No. 85840***

15 36. At all relevant times, a patient whose date of birth was XX/XX/1947,
16 ("Patient No. 85840") was an individual enrollee of a BLUE SHIELD health plan.
17

18 37. Goel has limited the disclosure of patient identification information
19 pursuant to the privacy provisions of the federal Health Insurance Portability &
20 Accountability Act ("HIPAA"), 42 U.S.C. §§ 1320(d) et seq., and the California
21 Constitution, art. 1, § 1.
22

23
24 38. Goel admitted Patient No. 85840 on July 27, 2011, and discharged
25 that patient on the same day. During that stay, Goel rendered medically necessary
26 emergency care to Patient No. 85840.
27

28 39. Goel's usual and customary total billed charges for rendering the

1 medically necessary emergency care to Patient No. 85840 on July 27, 2011

2 amounted to \$34,000.00.

3 40. Because Goel and BLUE SHIELD did not have a contract applicable
4 to its members, Goel is entitled to Goel's usual and customary total billed charges
5 for the medical services rendered to Patient No. 85840. The usual and customary
6 total billed charges were \$34,000.00.
7
8

9 41. Shortly after performing his services on Patient No. 85840, Goel
10 submitted the final bill regarding Patient No. 85840 to BLUE SHIELD for
11 payment by BLUE SHIELD, which bill reflected Goel's usual and customary total
12 billed charges of \$34,000.00.
13
14

15 42. BLUE SHIELD paid Goel a total of \$2,964.00 as payment for the
16 medically necessary emergency care rendered to Patient 85840.
17

18 43. However, BLUE SHIELD failed to pay Goel for the remaining
19 balance of \$31,036.00 for the medically necessary emergency care rendered to
20 Patient No. 85840, despite demands thereof (the "Amount Due").
21

22 44. Goel has now exhausted all available administrative remedies to
23 appeal BLUE SHIELD's refusal to pay the Amount Due for the medically
24 necessary emergency care rendered to Patient No. 85840.
25

26 ***Patient No. 87726***
27

28 45. At all relevant times, a patient whose date of birth was XX/XX/1950,

1 ("Patient No. 87726") was an individual enrollee of a BLUE SHIELD health plan.

2 46. Goel has limited the disclosure of patient identification information
3 pursuant to the privacy provisions of the federal Health Insurance Portability &
4 Accountability Act ("HIPAA"), 42 U.S.C. §§ 1320(d) et seq., and the California
5 Constitution, art. 1, § 1.
6

7
8 47. Goel admitted Patient No. 87726 on September 22, 2011, and
9 discharged that patient on the same day. During that stay, Goel rendered medically
10 necessary emergency care to Patient No. 87726.
11

12 48. Goel's usual and customary total billed charges for rendering the
13 medically necessary emergency care to Patient No. 87726 on September 22, 2011
14 amounted to \$20,000.00.
15

16 49. Because Goel and BLUE SHIELD did not have a contract applicable
17 to its members, Goel is entitled to Goel's usual and customary total billed charges
18 for the medical services rendered to Patient No. 87726. The usual and customary
19 total billed charges were \$20,000.00.
20

21
22 50. Shortly after performing his services on Patient No. 87726, Goel
23 submitted the final bill regarding Patient No. 87726 to BLUE SHIELD for
24 payment by BLUE SHIELD, which bill reflected Goel's usual and customary total
25 billed charges of \$20,000.00.
26

27 51. BLUE SHIELD paid Goel a total of \$3,797.37 as payment for the
28

1 medically necessary emergency care rendered to Patient 87726.

2 52. However, BLUE SHIELD failed to pay Goel for the remaining
3 balance of \$16,202.63 for the medically necessary emergency care rendered to
4 Patient No. 87726, despite demands thereof (the "Amount Due").
5

6 53. Goel has now exhausted all available administrative remedies to
7 appeal BLUE SHIELD's refusal to pay the Amount Due for the medically
8 necessary emergency care rendered to Patient No. 87726.
9

10
11 ***Patient No. 87868***

12 54. At all relevant times, a patient whose date of birth was XX/XX/1950,
13 ("Patient No. 87868") was an individual enrollee of a BLUE SHIELD health plan.
14

15 55. Goel has limited the disclosure of patient identification information
16 pursuant to the privacy provisions of the federal Health Insurance Portability &
17 Accountability Act ("HIPAA"), 42 U.S.C. §§ 1320(d) et seq., and the California
18 Constitution, art. 1, § 1.
19

20
21 56. Goel admitted Patient No. 87868 on October 2, 2011, and discharged
22 that patient on the same day. During that stay, Goel rendered medically necessary
23 emergency care to Patient No. 87868.
24

25 57. Goel's usual and customary total billed charges for rendering the
26 medically necessary emergency care to Patient No. 87868 on October 2, 2011
27 amounted to \$36,600.00.
28

1 58. Because Goel and BLUE SHIELD did not have a contract applicable
2 to its members, Goel is entitled to Goel's usual and customary total billed charges
3 for the medical services rendered to Patient No. 87868. The usual and customary
4 total billed charges were \$36,600.00.
5

6 59. Shortly after performing his services on Patient No. 87868, Goel
7 submitted the final bill regarding Patient No. 87868 to BLUE SHIELD for
8 payment by BLUE SHIELD, which bill reflected Goel's usual and customary total
9 billed charges of \$36,600.00.
10

11 60. BLUE SHIELD paid Goel a total of \$4,654.98 as payment for the
12 medically necessary emergency care rendered to Patient 87868.
13

14 61. However, BLUE SHIELD failed to pay Goel for the remaining
15 balance of \$31,945.02 for the medically necessary emergency care rendered to
16 Patient No. 87868, despite demands thereof (the "Amount Due").
17

18 62. Goel has now exhausted all available administrative remedies to
19 appeal BLUE SHIELD's refusal to pay the Amount Due for the medically
20 necessary emergency care rendered to Patient No. 87868.
21

22
23 ***Patient No. 87977***
24

25 63. At all relevant times, a patient whose date of birth was XX/XX/1956
26 ("Patient No. 87977") was an individual enrollee of a BLUE SHIELD health plan.
27

28 64. Goel has limited the disclosure of patient identification information

1 pursuant to the privacy provisions of the federal Health Insurance Portability &
2 Accountability Act ("HIPAA"), 42 U.S.C. §§ 1320(d) et seq., and the California
3 Constitution, art. 1, § 1.
4

5 65. Goel admitted Patient No. 87977 on October 4, 2011, and discharged
6 that patient on the same day. During that stay, Goel rendered medically necessary
7 emergency care to Patient No. 87977.
8

9 66. Goel's usual and customary total billed charges for rendering the
10 medically necessary emergency care to Patient No. 87977 on October 4, 2011
11 amounted to \$20,000.00.
12

13 67. Because Goel and BLUE SHIELD did not have a contract applicable
14 to its members, Goel is entitled to Goel's usual and customary total billed charges
15 for the medical services rendered to Patient No. 87977. The usual and customary
16 total billed charges were \$20,000.00.
17
18

19 68. Shortly after performing his services on Patient No. 87977, Goel
20 submitted the final bill regarding Patient No. 87977 to BLUE SHIELD for
21 payment by BLUE SHIELD, which bill reflected Goel's usual and customary total
22 billed charges of \$20,000.00.
23

24 69. BLUE SHIELD paid Goel a total of \$1,696.00 as payment for the
25 medically necessary emergency care rendered to Patient 87977.
26

27 70. However, BLUE SHIELD failed to pay Goel for the remaining
28

1 balance of \$18,304.00 for the medically necessary emergency care rendered to
2 Patient No. 87977, despite demands thereof (the "Amount Due").

3 71. Goel has now exhausted all available administrative remedies to
4
5 appeal BLUE SHIELD's refusal to pay the Amount Due for the medically
6 necessary emergency care rendered to Patient No. 87977.

7
8 ***Patient No. 89433***

9
10 72. At all relevant times, a patient whose date of birth was XX/XX/1952,
11 ("Patient No. 89433") was an individual enrollee of a BLUE SHIELD health plan.

12 73. Goel has limited the disclosure of patient identification information
13
14 pursuant to the privacy provisions of the federal Health Insurance Portability &
15 Accountability Act ("HIPAA"), 42 U.S.C. §§ 1320(d) *et seq.*, and the California
16 Constitution, art. 1, § 1.

17
18 74. Goel admitted Patient No. 89433 on November 25, 2011, and
19
20 discharged that patient on the same day. During that stay, Goel rendered medically
21 necessary emergency care to Patient No. 89433.

22 75. Goel's usual and customary total billed charges for rendering the
23
24 medically necessary emergency care to Patient No. 89433 on November 25, 2011
25 amounted to \$41,883.07.

26 76. Because Goel and BLUE SHIELD did not have a contract applicable
27
28 to its members, Goel is entitled to Goel's usual and customary total billed charges

1 for the medical services rendered to Patient No. 89433. The usual and customary
2 total billed charges were \$41,883.07.

3 77. Shortly after performing his services on Patient No. 89433, Goel
4 submitted the final bill regarding Patient No. 89433 to BLUE SHIELD for
5 payment by BLUE SHIELD, which bill reflected Goel's usual and customary total
6 billed charges of \$41,883.07.
7

8
9 78. BLUE SHIELD paid Goel a total of \$0.00 as payment for the
10 medically necessary emergency care rendered to Patient 89433.
11

12 79. However, BLUE SHIELD failed to pay Goel for the remaining
13 balance of \$41,883.07 for the medically necessary emergency care rendered to
14 Patient No. 89433, despite demands thereof (the "Amount Due").
15

16 80. Goel has now exhausted all available administrative remedies to
17 appeal BLUE SHIELD's refusal to pay the Amount Due for the medically
18 necessary emergency care rendered to Patient No. 89433.
19

20
21 ***Patient No. 93578***

22 81. At all relevant times, a patient whose date of birth was XX/XX/1958,
23 ("Patient No. 93578") was an individual enrollee of a BLUE SHIELD health plan.
24

25 82. Goel has limited the disclosure of patient identification information
26 pursuant to the privacy provisions of the federal Health Insurance Portability &
27 Accountability Act ("HIPAA"), 42 U.S.C. §§ 1320(d) *et seq.*, and the California
28

1 Constitution, art. 1, § 1.

2 83. Goel admitted Patient No. 93578 on April 29, 2012, and discharged
3 that patient on the same day. During that stay, Goel rendered medically necessary
4 emergency care to Patient No. 93578.
5

6 84. Goel's usual and customary total billed charges for rendering the
7 medically necessary emergency care to Patient No. 93578 on April 29, 2012
8 amounted to \$56,658.63.
9

10 85. Because Goel and BLUE SHIELD did not have a contract applicable
11 to its members, Goel is entitled to Goel's usual and customary total billed charges
12 for the medical services rendered to Patient No. 93578. The usual and customary
13 total billed charges were \$56,658.63.
14

15 86. Shortly after performing his services on Patient No. 93578, Goel
16 submitted the final bill regarding Patient No. 93578 to BLUE SHIELD for
17 payment by BLUE SHIELD, which bill reflected Goel's usual and customary total
18 billed charges of \$56,658.63.
19

20 87. BLUE SHIELD paid Goel a total of \$4,260.00 as payment for the
21 medically necessary emergency care rendered to Patient 93578.
22

23 88. However, BLUE SHIELD failed to pay Goel for the remaining
24 balance of \$52,398.63 for the medically necessary emergency care rendered to
25 Patient No. 93578, despite demands thereof (the "Amount Due").
26
27
28

89. Goel has now exhausted all available administrative remedies to appeal BLUE SHIELD's refusal to pay the Amount Due for the medically necessary emergency care rendered to Patient No. 93578.

Patient No. 94842

90. At all relevant times, a patient whose date of birth was XX/XX/1961, ("Patient No. 94842") was an individual enrollee of a BLUE SHIELD health plan.

91. Goel has limited the disclosure of patient identification information pursuant to the privacy provisions of the federal Health Insurance Portability & Accountability Act ("HIPAA"), 42 U.S.C. §§ 1320(d) et seq., and the California Constitution, art. 1, § 1.

92. Goel admitted Patient No. 94842 on July 13, 2012, and discharged that patient on the same day. During that stay, Goel rendered medically necessary emergency care to Patient No. 94842.

93. Goel's usual and customary total billed charges for rendering the medically necessary emergency care to Patient No. 94842 on July 13, 2012 amounted to \$87,981.28.

94. Because Goel and BLUE SHIELD did not have a contract applicable to its members, Goel is entitled to Goel's usual and customary total billed charges for the medical services rendered to Patient No. 94842. The usual and customary total billed charges were \$87,981.28.

95. Shortly after performing his services on Patient No. 94842, Goel submitted the final bill regarding Patient No. 94842 to BLUE SHIELD for payment by BLUE SHIELD, which bill reflected Goel's usual and customary total billed charges of \$87,981.28.

96. BLUE SHIELD paid Goel a total of \$5,691.50 as payment for the medically necessary emergency care rendered to Patient 94842.

97. However, BLUE SHIELD failed to pay Goel for the remaining balance of \$82,289.78 for the medically necessary emergency care rendered to Patient No. 94842, despite demands thereof (the "Amount Due").

98. Goel has now exhausted all available administrative remedies to appeal BLUE SHIELD's refusal to pay the Amount Due for the medically necessary emergency care rendered to Patient No. 94842.

Patient No. 95476

99. At all relevant times, a patient whose date of birth was XX/XX/1961, ("Patient No. 95476") was an individual enrollee of a BLUE SHIELD health plan.

100. Goel has limited the disclosure of patient identification information pursuant to the privacy provisions of the federal Health Insurance Portability & Accountability Act ("HIPAA"), 42 U.S.C. §§ 1320(d) et seq., and the California Constitution, art. 1, § 1.

101. Goel admitted Patient No. 95476 on August 6, 2012, and discharged

1 that patient on the same day. During that stay, Goel rendered medically necessary
2 emergency care to Patient No. 95476.

3
4 102. Goel's usual and customary total billed charges for rendering the
5 medically necessary emergency care to Patient No. 95476 on August 6, 2012
6 amounted to \$63,544.28.

7
8 103. Because Goel and BLUE SHIELD did not have a contract applicable
9 to its members, Goel is entitled to Goel's usual and customary total billed charges
10 for the medical services rendered to Patient No. 95476. The usual and customary
11 total billed charges were \$63,544.28.

12
13 104. Shortly after performing his services on Patient No. 95476, Goel
14 submitted the final bill regarding Patient No. 95476 to BLUE SHIELD for
15 payment by BLUE SHIELD, which bill reflected Goel's usual and customary total
16 billed charges of \$63,544.28.

17
18
19 105. BLUE SHIELD paid Goel a total of \$2,784.37 as payment for the
20 medically necessary emergency care rendered to Patient 95476.

21
22 106. However, BLUE SHIELD failed to pay Goel for the remaining
23 balance of \$60,759.91 for the medically necessary emergency care rendered to
24 Patient No. 95476, despite demands thereof (the "Amount Due").

25
26 107. Goel has now exhausted all available administrative remedies to
27 appeal BLUE SHIELD's refusal to pay the Amount Due for the medically
28

1 necessary emergency care rendered to Patient No. 95476.

2 ***Patient No. 97615***

3
4 108. At all relevant times, a patient whose date of birth was XX/XX/1964,
5 ("Patient No. 97615") was an individual enrollee of a BLUE SHIELD health plan.

6
7 109. Goel has limited the disclosure of patient identification information
8 pursuant to the privacy provisions of the federal Health Insurance Portability &
9 Accountability Act ("HIPAA"), 42 U.S.C. §§ 1320(d) et seq., and the California
10 Constitution, art. 1, § 1.

11
12 110. Goel admitted Patient No. 97615 on October 23, 2012, and
13 discharged that patient on the same day. During that stay, Goel rendered medically
14 necessary emergency care to Patient No. 97615.

15
16 111. Goel's usual and customary total billed charges for rendering the
17 medically necessary emergency care to Patient No. 97615 on October 23, 2012
18 amounted to \$41,312.28.

19
20 112. Because Goel and BLUE SHIELD did not have a contract applicable
21 to its members, Goel is entitled to Goel's usual and customary total billed charges
22 for the medical services rendered to Patient No. 97615. The usual and customary
23 total billed charges were \$41,312.28.

24
25 113. Shortly after performing his services on Patient No. 97615, Goel
26 submitted the final bill regarding Patient No. 97615 to BLUE SHIELD for
27
28

1 payment by BLUE SHIELD, which bill reflected Goel's usual and customary total
2 billed charges of \$41,312.28.

3
4 114. BLUE SHIELD paid Goel a total of \$1,666.85 as payment for the
5 medically necessary emergency care rendered to Patient 97615.

6
7 115. However, BLUE SHIELD failed to pay Goel for the remaining
8 balance of \$39,645.43 for the medically necessary emergency care rendered to
9 Patient No. 97615, despite demands thereof (the "Amount Due").

10
11 116. Goel has now exhausted all available administrative remedies to
12 appeal BLUE SHIELD's refusal to pay the Amount Due for the medically
13 necessary emergency care rendered to Patient No. 97615.

14
15 **FACEY**

16
17 ***Patient No. 91958***

18 117. At all relevant times, a patient whose date of birth was XX/XX/1971,
19 ("Patient No. 91958") was an individual enrollee of a FACEY health plan.

20
21 118. Goel has limited the disclosure of patient identification information
22 pursuant to the privacy provisions of the federal Health Insurance Portability &
23 Accountability Act ("HIPAA"), 42 U.S.C. §§ 1320(d) et seq., and the California
24 Constitution, art. 1, § 1.

25
26 119. Goel admitted Patient No. 91958 on March 12, 2012, and discharged
27 that patient on the same day. During that stay, Goel rendered medically necessary
28

1 emergency care to Patient No. 91958.

2 120. Goel's usual and customary total billed charges for rendering the
3 medically necessary emergency care to Patient No. 91958 on March 12, 2012
4 amounted to \$47,344.51.
5

6 121. Because Goel and FACEY did not have a contract applicable to its
7 members, Goel is entitled to Goel's usual and customary total billed charges for
8 the medical services rendered to Patient No. 91958. The usual and customary total
9 billed charges were \$47,344.51.
10

11 122. Shortly after performing his services on Patient No. 91958, Goel
12 submitted the final bill regarding Patient No. 91958 to FACEY for payment by
13 FACEY, which bill reflected Goel's usual and customary total billed charges of
14 \$47,344.51.
15

16 123. FACEY paid Goel a total of \$3,035.88 as payment for the medically
17 necessary emergency care rendered to Patient 91958.
18

19 124. However, FACEY failed to pay Goel for the remaining balance of
20 \$44,308.63 for the medically necessary emergency care rendered to Patient No.
21 91958, despite demands thereof (the "Amount Due").
22

23 125. Goel has now exhausted all available administrative remedies to
24 appeal FACEY's refusal to pay the Amount Due for the medically necessary
25 emergency care rendered to Patient No. 91958.
26
27
28

1 **KAISER**

2 ***Patient No. 84865***

3
4 126. At all relevant times, a patient whose date of birth was XXXX/1962,
5 ("Patient No. 84865") was an individual enrollee of a KAISER health plan.

6
7 127. Goel has limited the disclosure of patient identification information
8 pursuant to the privacy provisions of the federal Health Insurance Portability &
9 Accountability Act ("HIPAA"), 42 U.S.C. §§ 1320(d) et seq., and the California
10 Constitution, art. 1, § 1.

11
12 128. Goel admitted Patient No. 84865 on June 25, 2011, and discharged
13 that patient on the same day. During that stay, Goel rendered medically necessary
14 emergency care to Patient No. 84865.

15
16 129. Goel's usual and customary total billed charges for rendering the
17 medically necessary emergency care to Patient No. 84865 on June 25, 2011
18 amounted to \$20,000.00.

19
20 130. Because Goel and KAISER did not have a contract applicable to its
21 members, Goel is entitled to Goel's usual and customary total billed charges for
22 the medical services rendered to Patient No. 84865. The usual and customary total
23 billed charges were \$20,000.00.

24
25 131. Shortly after performing his services on Patient No. 84865, Goel
26 submitted the final bill regarding Patient No. 84865 to KAISER for payment by
27

1 KAISER, which bill reflected Goel's usual and customary total billed charges of
2 \$20,000.00.

3
4 132. KAISER paid Goel a total of \$7,032.77 as payment for the medically
5 necessary emergency care rendered to Patient 84865.

6
7 133. However, KAISER failed to pay Goel for the remaining balance of
8 \$12,967.23 for the medically necessary emergency care rendered to Patient No.
9 84865, despite demands thereof (the "Amount Due").

10
11 134. Goel has now exhausted all available administrative remedies to
12 appeal KAISER's refusal to pay the Amount Due for the medically necessary
13 emergency care rendered to Patient No. 84865.

14
15 ***Patient No. 85767***

16
17 135. At all relevant times, a patient whose date of birth was XXXX/1953,
18 ("Patient No. 85767") was an individual enrollee of a KAISER health plan.

19
20 136. Goel has limited the disclosure of patient identification information
21 pursuant to the privacy provisions of the federal Health Insurance Portability &
22 Accountability Act ("HIPAA"), 42 U.S.C. §§ 1320(d) *et seq.*, and the California
23 Constitution, art. 1, § 1.

24
25 137. Goel admitted Patient No. 85767 on July 25, 2011, and discharged
26 that patient on the same day. During that stay, Goel rendered medically necessary
27 emergency care to Patient No. 85767.
28

1 138. Goel's usual and customary total billed charges for rendering the
2 medically necessary emergency care to Patient No. 85767 on July 25, 2011
3 amounted to \$35,600.00.
4

5 139. Because Goel and KAISER did not have a contract applicable to its
6 members, Goel is entitled to Goel's usual and customary total billed charges for
7 the medical services rendered to Patient No. 85767. The usual and customary total
8 billed charges were \$35,600.00.
9

10 140. Shortly after performing his services on Patient No. 85767, Goel
11 submitted the final bill regarding Patient No. 85767 to KAISER for payment by
12 KAISER, which bill reflected Goel's usual and customary total billed charges of
13 \$35,600.00.
14

15 141. KAISER paid Goel a total of \$7,348.94 as payment for the medically
16 necessary emergency care rendered to Patient 85767.
17

18 142. However, KAISER failed to pay Goel for the remaining balance of
19 \$28,251.06 for the medically necessary emergency care rendered to Patient No.
20 85767, despite demands thereof (the "Amount Due").
21

22 143. Goel has now exhausted all available administrative remedies to
23 appeal KAISER's refusal to pay the Amount Due for the medically necessary
24 emergency care rendered to Patient No. 85767.
25

26 **REGAL**
27
28

Patient No. 83272

144. At all relevant times, a patient whose date of birth was XX/XX/1956, ("Patient No. 83272") was an individual enrollee of a REGAL health plan.

145. Goel has limited the disclosure of patient identification information pursuant to the privacy provisions of the federal Health Insurance Portability & Accountability Act ("HIPAA"), 42 U.S.C. §§ 1320(d) et seq. and the California Constitution, art. 1, § 1.

146. Goel admitted Patient No. 83272 on April 7, 2011, and discharged that patient on the same day. During that stay, Goel rendered medically necessary emergency care to Patient No. 83272.

147. Goel's usual and customary total billed charges for rendering the medically necessary emergency care to Patient No. 83272 on April 7, 2011 amounted to \$50,000.00.

148. Because Goel and REGAL did not have a contract applicable to its members, Goel is entitled to Goel's usual and customary total billed charges for the medical services rendered to Patient No. 83272. The usual and customary total billed charges were \$50,000.00.

149. Shortly after performing his services on Patient No. 83272, Goel submitted the final bill regarding Patient No. 83272 to REGAL for payment by REGAL, which bill reflected Goel's usual and customary total billed charges of

1 \$50,000.00.

2 150. REGAL paid Goel a total of \$533.25 as payment for the medically
3 necessary emergency care rendered to Patient 83272.
4

5 151. However, REGAL failed to pay Goel for the remaining balance of
6 \$34,466.75 for the medically necessary emergency care rendered to Patient No.
7 83272, despite demands thereof (the "Amount Due").
8

9 152. Goel has now exhausted all available administrative remedies to
10 appeal REGAL's refusal to pay the Amount Due for the medically necessary
11 emergency care rendered to Patient No. 83272.
12

13
14 ***Patient No. 83967***

15 153. At all relevant times, a patient whose date of birth was XX/XX/1956,
16 ("Patient No. 83967") was an individual enrollee of a REGAL health plan.
17

18 154. Goel has limited the disclosure of patient identification information
19 pursuant to the privacy provisions of the federal Health Insurance Portability &
20 Accountability Act ("HIPAA"), 42 U.S.C. §§ 1320(d) et seq., and the California
21 Constitution, art. 1, § 1.
22

23
24 155. Goel admitted Patient No. 83967 on May 14, 2011, and discharged
25 that patient on the same day. During that stay, Goel rendered medically necessary
26 emergency care to Patient No. 83967.
27

28 156. Goel's usual and customary total billed charges for rendering the

1 medically necessary emergency care to Patient No. 83967 on May 14, 2011
2 amounted to \$35,000.00.

3 157. Because Goel and REGAL did not have a contract applicable to its
4 members, Goel is entitled to Goel's usual and customary total billed charges for
5 the medical services rendered to Patient No. 83967. The usual and customary total
6 billed charges were \$35,000.00.
7

8 158. Shortly after performing his services on Patient No. 83967, Goel
9 submitted the final bill regarding Patient No. 83967 to REGAL for payment by
10 REGAL, which bill reflected Goel's usual and customary total billed charges of
11 \$35,000.00.
12

13 159. REGAL paid Goel a total of \$1,665.22 as payment for the medically
14 necessary emergency care rendered to Patient 83967.
15

16 160. However, REGAL failed to pay Goel for the remaining balance of
17 \$33,334.78 for the medically necessary emergency care rendered to Patient No.
18 83967, despite demands thereof (the "Amount Due").
19

20 161. Goel has now exhausted all available administrative remedies to
21 appeal REGAL's refusal to pay the Amount Due for the medically necessary
22 emergency care rendered to Patient No. 83967.
23

24 ***Patient No. 95541***

25 162. At all relevant times, a patient whose date of birth was XX/XX/1950,
26

1 ("Patient No. 95541") was an individual enrollee of a REGAL health plan.

2 163. Goel has limited the disclosure of patient identification information
3 pursuant to the privacy provisions of the federal Health Insurance Portability &
4 Accountability Act ("HIPAA"), 42 U.S.C. §§ 1320(d) et seq., and the California
5 Constitution, art. 1, § 1.
6

7
8 164. Goel admitted Patient No. 95541 on August 10, 2012, and discharged
9 that patient on the same day. During that stay, Goel rendered medically necessary
10 emergency care to Patient No. 95541.
11

12 165. Goel's usual and customary total billed charges for rendering the
13 medically necessary emergency care to Patient No. 95541 on August 10, 2012
14 amounted to \$67,636.28.
15

16 166. Because Goel and REGAL did not have a contract applicable to its
17 members, Goel is entitled to Goel's usual and customary total billed charges for
18 the medical services rendered to Patient No. 95541. The usual and customary total
19 billed charges were \$67,636.28.
20

21
22 167. Shortly after performing his services on Patient No. 95541, Goel
23 submitted the final bill regarding Patient No. 95541 to REGAL for payment by
24 REGAL, which bill reflected Goel's usual and customary total billed charges of
25 \$67,636.28.
26

27
28 168. REGAL paid Goel a total of \$1,140.85 as payment for the medically

1 necessary emergency care rendered to Patient 95541.

2 169. However, REGAL failed to pay Goel for the remaining balance of
3 \$66,495.43 for the medically necessary emergency care rendered to Patient No.
4 95541, despite demands thereof (the "Amount Due").
5

6 170. Goel has now exhausted all available administrative remedies to
7 appeal REGAL's refusal to pay the Amount Due for the medically necessary
8 emergency care rendered to Patient No. 95541.
9
10
11

12 FIRST CAUSE OF ACTION

13 (Breach of Health and Safety Code §§ 1371.4, et seq.)
14

15 (Against defendants BLUE SHIELD, FACEY, KAISER, and REGAL and/or
16 including Does 1 through 20, inclusive)
17

18 171. Goel incorporates by reference and re-alleges paragraphs above as
19 though set forth in full.
20

21 BLUE SHIELD

22 172. As stated above, on or about the times described above, the patients
23 described above were admitted through the emergency room of Goel for
24 emergency services and care. Goel provided medically necessary emergency
25 services to the patients described above from the time of their admission through
26 the time the emergency services rendered resulted in stabilization of patients
27
28

described above.

173. Furthermore, at all relevant times, the patients described above were members of a BLUE SHIELD health plan.

174. The total billed charges for the medically necessary emergency services rendered to the patients described above for the duration of the hospitalization period totaled \$537,979.54, which was submitted to BLUE SHIELD.

175. BLUE SHIELD paid only \$53,451.32 to Goel for the medically necessary emergency services provided to the patients described above.

176. BLUE SHIELD violated the California Health and Safety Code § 1371.4 by failing to reimburse Goel for the emergency services, supplies, and/or equipment provided to the patients described above until such emergency services resulted in stabilization of the patients described above, who were BLUE SHIELD beneficiaries.

177. As a result of BLUE SHIELD's conduct, Goel has suffered damages in the sum of \$484,528.22.

FACEY

178. As stated above, on or about the times described above, the patients described above were admitted through the emergency room of Goel for emergency services and care. Goel provided medically necessary emergency

1 services to the patients described above from the time of their admission through
2 the time the emergency services rendered resulted in stabilization of patients
3 described above.

4
5 179. Furthermore, at all relevant times, the patients described above were
6 members of a FACEY health plan.

7
8 180. The total billed charges for the medically necessary emergency
9 services rendered to the patients described above for the duration of the
10 hospitalization period totaled \$47,344.51, which was submitted to FACEY.

11
12 181. FACEY paid only \$3,035.88 to Goel for the medically necessary
13 emergency services provided to the patients described above.

14
15 182. FACEY violated the California Health and Safety Code § 1371.4 by
16 failing to reimburse Goel for the emergency services, supplies, and/or equipment
17 provided to the patients described above until such emergency services resulted
18 in stabilization of the patients described above, who were FACEY beneficiaries.

19
20 183. As a result of FACEY's conduct, Goel has suffered damages in the
21 sum of \$44,308.63.

22
23 **KAISER**

24
25 184. As stated above, on or about the times described above, the patients
26 described above were admitted through the emergency room of Goel for
27 emergency services and care. Goel provided medically necessary emergency
28

1 services to the patients described above from the time of their admission through
2 the time the emergency services rendered resulted in stabilization of patients
3 described above.

4
5 185. Furthermore, at all relevant times, the patients described above were
6 members of a KAISER health plan.

7
8 186. The total billed charges for the medically necessary emergency
9 services rendered to the patients described above for the duration of the
10 hospitalization period totaled \$55,600.00, which was submitted to KAISER.

11
12 187. KAISER paid only \$14,381.71 to Goel for the medically necessary
13 emergency services provided to the patients described above.

14
15 188. KAISER violated the California Health and Safety Code § 1371.4
16 by failing to reimburse Goel for the emergency services, supplies, and/or
17 equipment provided to the patients described above until such emergency
18 services resulted in stabilization of the patients described above, who were
19 KAISER beneficiaries.

20
21
22 189. As a result of KAISER's conduct, Goel has suffered damages in the
23 sum of \$41,218.29.

24
25 **REGAL**

26 190. As stated above, on or about the times described above, the patients
27 described above were admitted through the emergency room of Goel for
28

1 emergency services and care. Goel provided medically necessary emergency
2 services to the patients described above from the time of their admission through
3 the time the emergency services rendered resulted in stabilization of patients
4 described above.
5

6 191. Furthermore, at all relevant times, the patients described above were
7
8 members of a REGAL health plan.

9 192. The total billed charges for the medically necessary emergency
10 services rendered to the patients described above for the duration of the
11 hospitalization period totaled \$149,636.28, which was submitted to REGAL.
12

13 193. REGAL paid only \$4,390.75 to Goel for the medically necessary
14 emergency services provided to the patients described above.
15

16 194. REGAL violated the California Health and Safety Code § 1371.4 by
17 failing to reimburse Goel for the emergency services, supplies, and/or equipment
18 provided to the patients described above until such emergency services resulted
19 in stabilization of the patients described above, who were REGAL beneficiaries.
20

21 195. As a result of REGAL's conduct, Goel has suffered damages in the
22 sum of \$145,245.53.
23

24 SECOND CAUSE OF ACTION

25 (Quantum Meriut)
26
27
28

1 (Against defendants BLUE SHIELD, FACEY, KAISER, and REGAL
2 and/or including Does 1 through 20, inclusive)
3
4

5 196. Goel incorporates by reference and re-alleges paragraphs above as
6 though set forth in full.
7

8 **BLUE SHIELD**

9 197. Since April of 2011, Goel provided work, labor and services at the
10 request of BLUE SHIELD through the patients described above pursuant to the
11 implied promise to pay the reasonable value for such work, labor and services.
12

13 198. At all times mentioned herein, the reasonable value of the above
14 referenced services was not less than \$537,979.54.
15

16 199. Only a part of the above sum has been paid although demand
17 therefore has been made, and there is now due, owing and unpaid the sum of at
18 least \$484,528.22 together with pre-judgment interest thereon, according to proof
19 at trial.
20

21
22 **FACEY**

23 200. Since March of 2012, Goel provided work, labor and services at the
24 request of FACEY through the patients described above pursuant to the implied
25 promise to pay the reasonable value for such work, labor and services.
26

27 201. At all times mentioned herein, the reasonable value of the above
28

1 referenced services was not less than \$47,344.51.

2 202. Only a part of the above sum has been paid although demand
3 therefore has been made, and there is now due, owing and unpaid the sum of at
4 least \$44,308.63 together with pre-judgment interest thereon, according to proof at
5 trial.
6

7
8 **KAISER**

9 203. Since June of 2011, Goel provided work, labor and services at the
10 request of KAISER through the patients described above pursuant to the implied
11 promise to pay the reasonable value for such work, labor and services.
12

13 204. At all times mentioned herein, the reasonable value of the above
14 referenced services was not less than \$55,600.00.
15

16 205. Only a part of the above sum has been paid although demand
17 therefore has been made, and there is now due, owing and unpaid the sum of at
18 least \$41,218.29 together with pre-judgment interest thereon, according to proof at
19 trial.
20

21
22 **REGAL**

23 206. Since April of 2011, Goel provided work, labor and services at the
24 request of REGAL through the patients described above pursuant to the implied
25 promise to pay the reasonable value for such work, labor and services.
26

27 207. At all times mentioned herein, the reasonable value of the above
28

1 referenced services was not less than \$149,636.28.

2 208. Only a part of the above sum has been paid although demand
3 therefore has been made, and there is now due, owing and unpaid the sum of at
4 least \$145,245.53 together with pre-judgment interest thereon, according to proof
5 at trial.
6

7
8
9 **THIRD CAUSE OF ACTION**

10 (Violation of California Business and Professions Code
11 §§ 17200 *et seq.*)
12

13 (Against defendants BLUE SHIELD, FACEY, KAISER, and REGAL
14 and/or including Does 1 through 20, inclusive)
15

16 209. Goel incorporates by reference and re-alleges paragraphs above as
17 though set forth in full.
18

19 210. BLUE SHIELD, FACEY, KAISER, and REGAL's actions constitute
20 unlawful business acts or practices within the meaning of Cal. Bus. & Prof. Code
21 §§ 17200 *et seq.* on the grounds that said actions violated Health and Safety Code
22 §§ 1371.4, *et seq.*
23

24 211. Accordingly, Goel may obtain all remedies and penalties authorized
25 by the statute, including without limitation injunctive and declaratory relief,
26 restitution, and other penalties for each unlawful business act or practice, and
27
28

1 attorneys' fees pursuant to statute and the Court's equitable powers, in an amount
2 subject to proof.

3
4 **PRAYER FOR RELIEF**

5 **WHEREFORE**, Goel prays for judgment as follows:

6 For All Causes of Action:

- 7
- 8 1. For the principal sum of \$484,528.22 against BLUE SHIELD;
 - 9 2. For the principal sum of \$44,308.63 against FACEY;
 - 10 3. For the principal sum of \$41,218.29 against KAISER;
 - 11 4. For the principal sum of \$145,245.53 against REGAL;
 - 12 5. For interest on each such principal sum at the rate of fifteen percent (15%)
13 per annum, pursuant to Cal. Health & Safety Code § 1371;
 - 14
 - 15 3. For pre-judgment interest on each such principal sum, at the legal rate,
16 pursuant to Cal. Civ. Code § 3287(a);
 - 17
 - 18 4. For reasonable attorneys fees all costs of suit incurred herein; and,
 - 19
 - 20 5. For such other and further relief as the Court deems just and proper.
 - 21
 - 22

23 DATED: July 24, 2013

Respectfully submitted,

PICK & BOYDSTON, LLC

By 

BRIAN D. BOYDSTON

Attorneys for Plaintiff Sanjiv Goel MD Inc.

ORIGINAL

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):
Brian D. Boydston (State Bar No. 155614)
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Los Angeles, California 90024
TELEPHONE NO.: (213) 624-1996 FAX NO.: (213) 624-9073
ATTORNEY FOR (Name): Plaintiff Sanjiv Goel, MD, Inc.

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES
STREET ADDRESS: 111 N. Hill Street
MAILING ADDRESS: 111 N. Hill Street
CITY AND ZIP CODE: Los Angeles, California 90012
BRANCH NAME: Central District

CASE NAME:
Sanjiv Goel, MD, Inc. v. Blue Shield of California Life & Health Ins. Co.

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)

FOR COURT USE ONLY
FILED
LOS ANGELES SUPERIOR COURT
JUL 29 2013
JOHN A. CLARKE, CLERK
BY L. JOHNSON, DEPUTY

CASE NUMBER:
BC 516657
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 P/PI/D/W/D (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 P/PI/D/W/D (23) Non-P/PI/D/W/D (Other) Tort <input 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-P/PI/D/W/D 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 checked="" 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)
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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): **THREE (3)**

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: July 19, 2013
Brian D. Boydston
(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.

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:

Sanjiv Goel, MD, Inc. v. Blue Shield of California Life & Health

CASE NUMBER

BC 516 657

**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)

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 (46)	<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	1., 4.
		<input type="checkbox"/> A7240 Other Professional Health Care Malpractice	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.)	1., 4.
		<input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress	1., 3.
		<input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death	1., 4.

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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 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 checked="" type="checkbox"/> A6012 Other Promissory Note/Collections Case	2., 5., 6. 2., 5.
	Insurance Coverage (18)	<input type="checkbox"/> A6016 Insurance Coverage (not complex)	1., 2., 5., 8.
	Other Contract (37)	<input type="checkbox"/> A6009 Contractual Fraud <input checked="" 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	2., 6.
		<input type="checkbox"/> A6032 Quiet Title	2., 6.
		<input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	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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CASE NUMBER

	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 <input type="checkbox"/> A6160 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 checked="" 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.