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LOS ANGELES SUPERIOR COURT

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

MYLEIAH SELLEM, a minor, by and through her Guardian ad Litem, RILESHA HAYNIE, and RILESHA HAYNIE,

Plaintiffs,

vs.

KAISER FOUNDATION HOSPITALS;
SOUTHERN CALIFORNIA
PERMANENTE MEDICAL GROUP;
KAISER FOUNDATION HEALTH
PLAN, INC.; GAYLA P. IVERY, M.D.;
MARY E. SHERIDAN, CNM, and DOES
1 TO 100, INCLUSIVE,

Defendants.

CASE NO. **BC 516 677**

COMPLAINT FOR DAMAGES FOR NEGLIGENCE;

DEMAND FOR JURY TRIAL

D91 Rafael Ongheko

COME NOW, Plaintiffs, MYLEIAH SELLEM, a minor, by and through her Guardian ad Litem, RILESHA HAYNIE, and RILESHA HAYNIE, to complain of Defendants, KAISER FOUNDATION HOSPITALS; SOUTHERN CALIFORNIA PERMANENTE MEDICAL GROUP; KAISER FOUNDATION HEALTH PLAN, INC.; GAYLA P. IVERY, M.D.; MARY E. SHERIDAN, CNM; and DOES 1 TO 100, INCLUSIVE, and each of them, as follows:

GENERAL ALLEGATIONS

1. At all times herein mentioned, RILESHA HAYNIE was and is the mother of MYLEIAH L. SELLEM, who was born on May 7, 2012.

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DATE PAID: 07/30/14
AMOUNT: \$435.00
CHECK: \$435.00
CASH: \$0.00
CHANGE: \$0.00
FEE: \$0.00
TOTAL: \$435.00
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FSC: 01/13/ 2015 TRIAL: 01/30/ 2015 OSC: 08/01/ 2016

1 2. At all times herein mentioned, Plaintiffs MYLEIAH L. SELLEM and
2 RILESHA HAYNIE resided in the County of Los Angeles, State of California.

3 3. At all times herein mentioned, Defendant GAYLA P. IVERY, M.D., was
4 and is now a physician duly licensed to practice her profession, or was engaged in the
5 practice of her profession, in the County of Los Angeles, State of California.

6 4. At all times herein mentioned, Defendant MARY E. SHERIDAN, C.N.M.,
7 was and is now a certified nurse midwife duly licensed to practice her profession, or was
8 engaged in the practice of her profession, in the County of Los Angeles, State of
9 California.

10 5. At all times herein mentioned, Defendant KAISER FOUNDATION
11 HOSPITALS was and now is: (a) engaged in the owning, operating, maintaining,
12 managing and doing business as BALDWIN PARK MEDICAL CENTER in the County
13 of Los Angeles, State of California; (2) engaged in rendering hospital, medical, surgical,
14 clinic, diagnostic, nursing and other care and services to the general public for
15 compensation; and (c) a corporation, partnership, sole proprietorship, joint venture,
16 unincorporated association, or some other business entity doing business in the County of
17 Los Angeles, State of California, and duly organized and existing under and by virtue of
18 the laws of the County of Los Angeles, State of California.

19 6. At all times herein mentioned, Defendant SOUTHERN CALIFORNIA
20 PERMANENTE MEDICAL GROUP was and is: (a) engaged in owning, operating,
21 maintaining, managing and doing business in the State of California as SOUTHERN
22 CALIFORNIA PERMANENTE MEDICAL GROUP; (b) engaged in rendering medical,
23 surgical, clinical, diagnostic, nursing and other care and services to the general public for
24 compensation; and (c) a corporation, partnership, sole proprietorship, joint venture,
25 unincorporated association, or some other business entity doing business in the County of
26 Los Angeles, State of California and duly organized and existing under and by virtue of
27 the laws of the County of Los Angeles in the State of California.
28

1 7. At all times herein mentioned, Defendant KAISER FOUNDATION
2 HEALTH PLAN, INC.: (a) was engaged in the owning, operating, maintaining,
3 managing and doing business as KAISER FOUNDATION HEALTH PLAN, INC., in the
4 County of Los Angeles in the State of California; (b) was a health maintenance
5 organization ("HMO") or other medical business organization ("MBO"), or an agent
6 thereof, or a middleperson interfacing between an MBO and health care providers
7 actually providing care to patients; (c) was engaged in rendering, administering or
8 managing the provision of medical services to the general public for compensation (as a
9 type of health care coverage); (d) held itself out to the public at large, and to the Plaintiff
10 herein, as properly equipped, fully accredited, and competently staffed with qualified and
11 prudent personnel, and as operating in compliance with the standards of due care
12 maintained by other properly equipped, fully accredited, competently staffed and
13 properly operating HMO's and/or MBO's in the State of California; and (e) was and is a
14 corporation, partnership, sole proprietorship, joint venture, unincorporated association, or
15 some other business entity doing business in the County of Los Angeles and other
16 counties in the State of California, and duly organized and existing under and by virtue of
17 the laws of the State of California.

18 8. Since the true names and capacities, whether individual, corporate,
19 associate, or otherwise, of the Defendants designated and sued as DOES 1-100, Inclusive,
20 are unknown to Plaintiff, those Defendants are designated by their fictitious names.
21 Plaintiff alleges on information and belief that each of the Defendants designated and
22 sued as a DOE is legally responsible in some manner for the events and happenings
23 referred to, and legally caused injury and damages to Plaintiff as herein alleged. Plaintiff
24 will ask leave of this Court to amend this pleading to insert the true names and capacities
25 of these Defendants designed by their fictitious names when those facts become known to
26 Plaintiff.

27 9. At all times herein mentioned, the Defendants DOES 1-50, inclusive, were
28 and now are physicians, surgeons, nurses, medical personnel or other health care

1 professionals, duly licensed to practice their profession, or engaged in the practice of
2 their profession, in the County of Los Angeles, State of California.

3 10. At all times mentioned herein, Defendants DOES 51-60, inclusive, were
4 technicians, and laboratories or radiologic facilities engaged in and licensed to operate
5 the business of and maintaining and offering laboratory facilities to the public and to the
6 physicians and hospitals herein and others involved in the ancillary services and facilities
7 incidental to the operation of a hospital, clinic or doctor's office and/or the providing of
8 health services to the general public, and, in particular, to the Plaintiff herein.

9 11. At all times mentioned herein, Defendants DOES 61-70, inclusive, and
10 every and every DOE in between, were and now are corporations, partnerships, sole
11 proprietorships, joint ventures, unincorporated associations or some other business entity
12 doing business in the State of California and duly organized and existing under, and by
13 virtue of the laws of the State of California, each of which in some way had contracted
14 with or in some other manner provided medical care and treatment or ancillary services
15 or otherwise were concerned with or dealt with Plaintiff.

16 12. At all times mentioned herein, Defendants DOES 71-80, inclusive, were
17 administrative and clerical staff engaged to operate the business of maintaining and
18 offering medical and non-medical services to the general public, and, in particular, to the
19 Plaintiff herein.

20 13. At all times mentioned herein, Defendants DOES 81-90, inclusive, were
21 Medical Business Organizations ("MBO's"), including but not limited to HMOs,
22 administering or managing the provision of health services, or agents thereof, or
23 middlepersons interfacing between the MBO and the health care providers actually
24 providing care to patients.

25 14. During said periods of time hereinabove alleged, Defendants, and DOES 1-
26 100, inclusive, and each of them, agreed to perform and undertook to perform for
27 Plaintiff all services, including medical and non-medical services necessary to Plaintiff's
28 care, which included, but were not limited to, observation, attention, examinations,

1 evaluations, diagnosis, care and treatment of Plaintiff, as well as proper administrative
2 and clerical management of their health care needs; in so doing, the Defendants, and each
3 of them, established a relationship with Plaintiff, giving rise to each Defendants' duty to
4 provide skillful management of Plaintiff's health conditions and medical, clerical and
5 administrative needs, including, but not limited to, observation, attention, examination,
6 diagnosis, care and treatment of Plaintiffs, and to perform all necessary related clerical
7 administrative and other non-medical services.

8 15. In connection with the diagnosis, care, observation, attention, and other
9 such treatment provided to Plaintiff, the Defendants, and each of them, did represent and
10 warrant that they did possess and would use that degree of medical, hospital, laboratory,
11 radiological, administrative or clerical skill, care, knowledge and learning which is
12 ordinarily and commonly possessed or exercised by medical facilities, clinics, hospitals,
13 doctors, physicians, medical specialists and radiological and laboratory technicians, and
14 by clerks and administrative personnel, and ordinarily possessed and exercised by other
15 reputable members of the trades or profession, in the same or similar locality as the
16 Defendants herein, and each of them.

17 16. At all relevant times, Defendants, and each of them were the employees,
18 agents, ostensible agents and/or contractors of each of the remaining Defendants, and
19 were at all relevant times acting within the purpose and scope of that employment,
20 agency and/or contract. Each Defendant had also given prior approval and subsequent
21 ratification for the conduct, acts, and/or omissions of the other Defendants, and each of
22 them.

23 17. At all times herein mentioned, Defendants, and each of them, when acting
24 as a principal, was negligent in the selection and hiring of each and every other Co-
25 Defendant as an agent, servant or employee and, furthermore, expressly directed,
26 consented to, approved, affirmed, and ratified each and every action taken by the co-
27 Defendants.
28

1 18. On May 6, 2013, in accordance with C.C.P. § 364, Plaintiffs gave notice on
2 intent to sue to Defendants KAISER FOUNDATION HOSPITALS; SOUTHERN
3 CALIFORNIA PERMANENTE MEDICAL GROUP; KAISER FOUNDATION
4 HEALTH PLAN, INC.; GAYLA P. IVERY, M.D.; MARY E. SHERIDAN, CNM named
5 herein by their actual names.

6 19. This Court is the proper Court because injury to Plaintiff occurred in its
7 jurisdictional area and because damages exceed the jurisdictional limits of lower courts.

8 **GENERAL ALLEGATIONS REGARDING THE HMO SYSTEM,**
9 **INCLUDING THE CONTRACTS BETWEEN THE CO-DEFENDANTS,**
10 **AND ITS EFFECT ON THE MEDICAL CARE IN THIS CASE**

11 20. Defendant KAISER FOUNDATION HEALTH PLAN, INC., was a Health
12 Maintenance Organization (HMO) which was duly licensed by the State of California,
13 and as such, it was obligated, at all relevant times herein, to comply with the statutory
14 requirements set forth in the Knox-Keene Act (Health & Safety Code §1340, et seq.)
15 governing the operation of an HMO in the State of California.

16 21. In enacting the Knox-Keene Act, the California Legislature sought not
17 merely to contain health care costs but to provide the best possible medical care at the
18 lowest possible cost. The goal of cost containment was pursued by transferring the
19 financial risk of health care from patients to medical providers through the creation of
20 HMOs such as KAISER FOUNDATION HEALTH PLAN, INC. (Health and Safety
21 Code § 1342(d)). However, the Legislature did not intend for the financial incentives to
22 contain costs created by the statutory scheme set forth in the Knox-Keene Act to go
23 unfettered. Rather, this very same Act, under which HMO's exist in California, requires
24 that HMOs oversee and monitor the quality of medical care given to their members,
25 ensure that financial considerations do not hinder the medical decisions by any of the
26 HMO's employed or contracted medical providers, and provide all necessary medical
27 care. (See, e.g., Health and Safety Code §1367).
28

1 22. The requirements set forth in the Knox-Keene Act for the operation of an
2 HMO in the State of California exist, at least in part, for the purpose of ensuring the
3 access to good quality medical care of consumers who are enrolled in HMO's. Among
4 the requirements of relevance to this action are the following:

5 i) KAISER FOUNDATION HEALTH PLAN, INC. had a statutory
6 obligation to "furnish services in a manner providing for continuity of care and
7 ready referral of patients to other providers at times as may be appropriate,
8 consistent with good professional practice." California Health and Safety Code,
9 §1367 (d);

10 ii) KAISER FOUNDATION HEALTH PLAN, INC. had a statutory
11 obligation to ensure that "all services shall be readily available at reasonable times
12 to all enrollees," and to ensure that "to the extent feasible...that 'all services' are
13 made 'readily accessible to all enrollees'". California Health and Safety Code,
14 §1367 (e)(1);

15 iii) KAISER FOUNDATION HEALTH PLAN, INC. had a statutory
16 obligation to "employ and utilize allied health manpower for the furnishing of
17 services to the extent permitted by law and consistent with good medical practice."
18 California Health and Safety Code § 1367 (f);

19 iv) KAISER FOUNDATION HEALTH PLAN, INC. was statutorily
20 obligated to "have the organizational and administrative capacity to provide
21 services to subscribers and enrollees" and to ensure that "medical decisions are
22 rendered by qualified medical providers, unhindered by fiscal and administrative
23 management." California Health and Safety Code §1367 (g);

24 v) KAISER FOUNDATION HEALTH PLAN, INC. was also obliged
25 to ensure that all contracts with subscribers and enrollees, including group
26 contracts, and all contracts with providers and other persons furnishing services,
27 equipment or facilities to or in connection with the HMO shall be "fair, reasonable
28

1 and consistent with the objectives of the Knox-Keene Act." California Health and
2 Safety Code §1367 (h);

3 vi) KAISER FOUNDATION HEALTH PLAN, INC. also had a
4 statutory obligation to "provide subscribers and enrollees all of the basic health
5 care services included in subdivision (b) of Section 1345 of the Health and Safety
6 Code." In subdivision (b) of Section 1345, "basic health care services" are defined
7 to include "physician services, including consultation and referral"; and "hospital
8 in-patient services and ambulatory care services."

9 23. Unfortunately, as a result of the manner in which KAISER FOUNDATION
10 HEALTH PLAN, INC. was and is operated, consumers enrolling in KAISER
11 FOUNDATION HEALTH PLAN, INC.'s health plan were and are being forced to forego
12 medically necessary treatment, to endure unreasonable delays in approval for a delivery
13 of medical treatment, to suffer injury or death from the failure to provide timely medical
14 treatment, and to receive care from under qualified persons, all in conflict with the
15 legislative intent and purpose in establishing the system.

16 24. At all relevant times, Defendant KAISER FOUNDATION HEALTH
17 PLAN, INC. was an HMO which contracted with employers and others throughout the
18 State of California to deliver medical care and other health-related services as needed to
19 its members, including Plaintiff herein, who became enrolled in KAISER
20 FOUNDATION HEALTH PLAN, INC. by operation of these contracts. On information
21 and belief, the contracts that existed between Defendant KAISER FOUNDATION
22 HEALTH PLAN, INC. and these employers and others required the payment of a flat fee
23 per month per enrollee by the enrollee or others to KAISER FOUNDATION HEALTH
24 PLAN, INC. In consideration of the payment of this "flat fee" or "capitation," Defendant
25 KAISER FOUNDATION HEALTH PLAN, INC. was then responsible for the provision
26 of medical care that persons enrolled with the plan will require during the period of
27 enrollment.
28

1 25. Plaintiffs are informed and believe, and based on such information and
2 belief allege that, at all relevant times, Defendant KAISER FOUNDATION HEALTH
3 PLAN, INC. also entered into written contracts with Defendants KAISER
4 FOUNDATION HOSPITALS, SOUTHERN CALIFORNIA PERMANENTE
5 MEDICAL GROUP, and others, requiring them to furnish any needed medical, hospital
6 and other health-related services to its members including Plaintiffs herein. Pursuant to
7 these written contracts, these services were provided in exchange for payment by
8 KAISER FOUNDATION HEALTH PLAN, INC. of monthly "flat fee" or "capitation"
9 payments paid per enrollee.

10 26. This capitation method of compensating for medical and/or hospital care
11 provided to enrollees of KAISER FOUNDATION HEALTH PLAN, INC. created a very
12 serious conflict of interest which existed at all times herein with respect to the rendition
13 of medical and/or hospital care to KAISER FOUNDATION HEALTH PLAN, INC.'s
14 enrollees, because there was and is a very significant financial disincentive to incurring
15 the expense of providing needed medical and/or hospital care. Each of the defendants
16 derived financial benefit from each failure to provide quality medical and/or hospital
17 services to the Plaintiff herein.

18 27. With the medical group charged with the cost of care and other costly
19 services beyond its capitated rate, the group had a significant financial disincentive to
20 provide necessary care. Even routine items such as medical consultations and the need to
21 have adequate call coverage would entail added expense to the medical group because, at
22 reduced contract rates, such care constitutes an added expense to the medical group that
23 would not be incurred if the care was rendered by lesser credentialed or fewer physicians.
24 As a result, patient-subscribers of KAISER FOUNDATION HEALTH CENTER, INC.,
25 routinely do not receive necessary care, or are misinformed as to the quality of care they
26 are receiving. Under these arrangements medical groups and HMOs often "ratchet" down
27 the level of care/provider actually rendering care, e.g., a nurse will provide care that
28 should be provided by a physician or, as in the instant case, a primary care physician

1 employed by the group will render care when the only appropriate care could be provided
2 by a contracting sub-specialist such as a neurologist, neurosurgeon or orthopedic surgeon.

3 28. Additionally, Plaintiffs are informed and believe that the individual medical
4 care providers employed with KAISER FOUNDATION HOSPITALS and SOUTHERN
5 CALIFORNIA PERMANENTE MEDICAL GROUP were and are strongly encouraged
6 and/or coerced by Defendant KAISER FOUNDATION HEALTH PLAN, INC. into
7 remaining silent regarding the existence of the above-referenced conflicts of interest in
8 their communications with their patients, including Plaintiffs herein.

9 29. Thus, in many circumstances, rather than properly providing the patient the
10 types or timing of treatment which would best protect the patient medically, the medical
11 group and the HMO either fail to provide care, treatment or consultations without valid
12 justification or provide improper or provide untimely care, treatment or consultation or
13 provide care by inappropriate or under qualified persons solely as a consequence of
14 financial concerns, without regard to the true needs of the patient.

15 30. Not only was there the conflict of financial interest that is inherent in the
16 scheme that exists among KAISER FOUNDATION HEALTH PLAN, INC., the medical
17 providers employed by it and their patient-enrollees, but the agreements and/or unwritten
18 but well-understood rules also often go even further to forbid the contracting medical
19 providers from disclosing to the patient the fact that financial considerations are
20 effectively dictating patient care. Plaintiffs are informed and believe, and thereon allege,
21 that KAISER FOUNDATION HEALTH PLAN, INC. includes the following provision,
22 or a substantially similar provision, in its agreements with its medical provider:

23 "Neither [the provider] nor KAISER FOUNDATION HEALTH PLAN, INC.
24 shall disclose the reimbursement or payment provisions of this Agreement
25 except as may be required by law or as requested of KAISER FOUNDATION
26 HEALTH PLAN, INC. by financial institutions."

27 31. These non-disclosure requirements are unethical in that they force medical
28 providers to violate their fiduciary duties to their patients. The medical providers are thus

1 precluded from disclosing to their patients that, because the cost of providing adequate
2 care to the patient is borne by the provider, and since the provider therefore has a
3 financial interest in minimizing treatment, the provider has a financial conflict of interest
4 with his or her patient.

5 32. At the same time, these "capitation" arrangements result in significant
6 financial pressure placed on the contracting medical providers to limit medical care and
7 can and do create a significant danger to the patient/enrollees that they will not be
8 provided appropriate care for purely financial reasons.

9 33. Under the established statutory framework set forth in the Knox-Keene Act
10 and its implementing regulations, an HMO's responsibilities to its membership do not end
11 simply by contracting with medical providers to render care to its members. The
12 Legislature was mindful of the danger inherent in the HMO system that the financial
13 motivation of the medical providers would impair the quality of medical care to HMO
14 subscribers. In enacting certain provisions in the Knox-Keene Act, the Legislature
15 imposed requirements upon HMO's compelling them to undertake meaningful oversight
16 and monitoring of the quality of medical care being provided to their members, and to
17 ensure that care was provided consistent with professionally recognized standards. The
18 negligent or intentional failure by an HMO (such as KAISER FOUNDATION HEALTH
19 PLAN, INC.) to fulfill its statutory role, in conjunction with the system's warped
20 financial incentives, places medical providers in the position of letting their financial
21 interests dictate what care will and will not be provided to the HMO's members.

22 34. Failure by the HMO to undertake meaningful oversight of the quality of
23 medical services being rendered by its contract medical providers also generates financial
24 benefits for the HMO since truly meaningful, assertive patient advocacy by the HMO on
25 behalf of its members entails the risk that it will incur added expense in picking up part of
26 the cost of the medical services. Also, assertively pursuing the interests of its members
27 through its oversight of the quality of medical care also entails the risk that these services
28 will become more expensive thereby creating pressure for increasing the capitation rates

1 it must pay its contracting medical providers in order to obtain services for its members.
2 Conversely, whenever target capitation rates provide a profit to any medical group, the
3 HMOs can further decrease the capitation rates. Therefore, HMOs (such as KAISER
4 FOUNDATION HEALTH PLAN, INC.) also have a very significant interest in limiting
5 the medical care being rendered to its members.

6 35. Any failure by an HMO such Kaiser-Foundation Health Plan to institute or
7 adequately pursue the statutorily required monitoring, supervision and oversight also
8 constitutes a breach of its fiduciary duty to its members.

9 36. On information and belief, many or all of these financial incentives and
10 disincentives exist within the Kaiser system. On information and belief, KAISER
11 FOUNDATION HEALTH PLAN, INC. also has failed to institute the adequate oversight
12 and other safeguards required by the Knox-Keene Act and its implementing regulations
13 to ensure that the medical care provided to its members meets professionally recognized
14 standards.

15 37. As a result, Defendants, and each of them, delayed necessary treatment,
16 failed to provide Plaintiff with treatment by persons possessing adequate qualifications,
17 and failed to provide adequate medical care, at least in part, because of the above-
18 described financial incentives and disincentives.

19 38. It was in this system of health care that Plaintiff suffered the above-
20 mentioned complications. The injuries were the result of failures by Defendants and
21 DOES 1-100, inclusive, and each of them, to timely treat Plaintiff or to authorize and
22 provide sufficient coverage by adequately qualified personnel. These failures by
23 Defendants, and DOES 1-100, inclusive, and each of them, were without justification.

24
25 **GENERAL ALLEGATIONS OF CIRCUMSTANCES**

26 **SURROUNDING THE COMPLAINED-OF INJURIES**

27 39. On May 6, 2012 at 4:00 a.m., Plaintiff RILESHA HAYNIE was admitted in
28 labor to BALDWIN PARK MEDICAL CENTER at 40 weeks gestation. During labor,

1 she was cared for by, among others, MARY E. SHERIDAN, C.N.M. and GAYLA P.
2 IVERY, M.D.

3 40. Upon admission, Plaintiff RILESHA HAYNIE was placed on an electronic
4 fetal monitor. During the course of labor, Plaintiffs RILESHA HAYNIE and MYLEIAH
5 L. SELLEM'S respective conditions deteriorated. Defendants and their employees,
6 agents, and representatives, and each of them, undertook no actions during this time to
7 prevent further deterioration or to prevent harm to the fetus.

8 41. As a result of the delayed and improper treatment, Plaintiff MYLEIAH L.
9 SELLEM was deprived of oxygen and suffered severe and permanent brain damage.

10 **FIRST CAUSE OF ACTION**

11 **FOR NEGLIGENCE**

12 (On behalf of Plaintiffs MYLEIAH L. SELLEM, a minor, by and through her Guardian
13 ad Litem, RILESHA HAYNIE, and RILESHA HAYNIE, against All Defendants.)

14
15 42. Plaintiffs MYLEIAH L. SELLEM, a minor, by and through her Guardian
16 ad Litem, RILESHA HAYNIE, and RILESHA HAYNIE incorporate and reallege by
17 reference all of the allegations contained in paragraphs 1 through 41 of this Complaint as
18 though fully set forth.

19 43. Defendants, and each of them, did represent and warrant that they did
20 possess and would use that degree of medical and/or hospital and/or laboratory and/or
21 radiological skill, care, knowledge and learning which is ordinarily and commonly
22 possessed and exercised by medical facilities, clinics, hospitals, physicians, medical
23 specialists, and radiology and laboratory technicians in the same or similar locality as to
24 the Defendants herein, and each of them.

25 44. The medical and non-medical Defendants, and each of them, did represent
26 and warrant that they did possess and would use that degree of administrative, clerical
27 and management skill, care, knowledge and learning which is ordinarily and commonly
28

1 possessed and/or exercised by other HMOs, MBOs, clerical and administrative personnel
2 and ordinarily possessed and exercised by such reasonable, prudent persons.

3 45. At all times herein mentioned, Defendants GAYLA P. IVERY, M.D.,
4 MARY E. SHERIDAN, C.N.M., and Does 1-100, and each of them, were duly qualified
5 members of the medical staff of BALDWIN PARK MEDICAL CENTER, a facility
6 owned and operated by KAISER FOUNDATION HEALTH PLAN, INC., KAISER
7 FOUNDATION HOSPITALS, and SOUTHERN CALIFORNIA PERMANENTE
8 MEDICAL GROUP, and in doing the things herein alleged, were the agents of
9 Defendants KAISER FOUNDATION HEALTH PLAN, INC., KAISER FOUNDATION
10 HOSPITALS, and SOUTHERN CALIFORNIA PERMANENTE MEDICAL GROUP,
11 and availed themselves of the medical facilities at BALDWIN PARK MEDICAL
12 CENTER, and were acting in the course and scope of their authority as agents with the
13 permission and consent of their co-defendants.

14 46. At all times herein mentioned, Defendants KAISER FOUNDATION
15 HEALTH PLAN, INC., KAISER FOUNDATION HOSPITALS, and SOUTHERN
16 CALIFORNIA PERMANENTE MEDICAL GROUP, and Does 1-100, and each of them,
17 were responsible for the selection, appointment, and reappointment of the medical staff at
18 BALDWIN PARK MEDICAL CENTER, and Does 1-100, and each of them.

19 47. At all times herein mentioned, Defendants KAISER FOUNDATION
20 HEALTH PLAN, INC., KAISER FOUNDATION HOSPITALS, and SOUTHERN
21 CALIFORNIA PERMANENTE MEDICAL GROUP and DOES 1-100, and each of
22 them, had a duty to investigate the competency of physicians and surgeons prior to initial
23 appointment to their medical staff, to perform periodic review of competency before
24 reappointment of physicians and surgeons on the medical staff, to maintain the highest
25 level of medical care for patients in the hospital, to protect patients from harm, and to
26 evaluate the quality of medical treatment rendered on their premises.

27 48. At all times herein mentioned, Defendants KAISER FOUNDATION
28 HEALTH PLAN, INC., KAISER FOUNDATION HOSPITALS, SOUTHERN

1 CALIFORNIA PERMANENTE MEDICAL GROUP, GAYLA P. IVERY, M.D., MARY
2 E. SHERIDAN, C.N.M. and DOES 1 TO 100, and each of them, breached their duty to
3 Plaintiffs to provide skillful management of their health conditions, including but not
4 limited to observation, examination, attention, diagnosis, care and treatment, clerical
5 work, health care management and health care administration.

6 49. At all times herein mentioned, Defendants, KAISER FOUNDATION
7 HEALTH PLAN, INC., KAISER FOUNDATION HOSPITALS, SOUTHERN
8 CALIFORNIA PERMANENTE MEDICAL GROUP, GAYLA P. IVERY, M.D., MARY
9 E. SHERIDAN, C.N.M. and DOES 1 TO 100, and each of them, so negligently and
10 carelessly cared for, treated and rendered medical services upon the person and body of
11 the Plaintiffs and so negligently and carelessly operated, managed, controlled and
12 conducted their services, activities and supervision in connection with Plaintiffs' care and
13 treatment, and so negligently and carelessly failed to properly ensure the character,
14 quality, ability and competence of individuals treating patients in said hospital that as a
15 direct and proximate result thereof Plaintiffs were caused to and did suffer the injuries
16 hereinafter alleged.

17 50. At all times herein mentioned, Defendants, and Does 1-100, inclusive, and
18 each of them, were negligent, careless and unskillful in their management of the health of
19 Plaintiffs, including but not limited to the observation, attention, examinations, diagnosis,
20 care and treatment of Plaintiffs, as well as the health care administration and management
21 that were or should have been provided to Plaintiff. The negligence of Defendants
22 includes ordinary negligence not within the definition of "professional negligence" under
23 California Civil Code §3333.1.

24 51. The negligence of Defendants, KAISER FOUNDATION HEALTH PLAN,
25 INC., KAISER FOUNDATION HOSPITALS, SOUTHERN CALIFORNIA
26 PERMANENTE MEDICAL GROUP, GAYLA P. IVERY, M.D., MARY E.
27 SHERIDAN, C.N.M. and DOES 1 TO 100, and each of them, includes but is not limited
28 to the following: (1) negligent failure to diagnose, manage, and treat fetal distress; (2)

1 medical and administrative abandonment of Plaintiffs; (3) negligent failure to provide
2 proper evaluation in a timely fashion; (4) negligent failure to obtain specialist
3 consultation; (5) failure to have adequate staffing to meet reasonably expected medical
4 needs of their patient; (6) negligent failure to properly investigate the competency of
5 physicians and surgeons before reappointing them to the medical staff of the hospital; (7)
6 negligent failure to maintain the highest level of medical care for patients in the hospital
7 and clinic; (8) negligent failure to protect patients from harm; (9) negligent failure to
8 evaluate the quality of medical treatment rendered on its premises; and (10) negligent
9 failure to implement the chain of command.

10 52. Further, during said periods of time, Defendants, and each of them, did
11 negligently select, review and supervise their medical, clerical and administrative staff.

12 53. Further, during said periods of time, Defendants, and each of them, did
13 negligently and carelessly fail to properly advise, warn or inform RILESHA HAYNIE,
14 Plaintiff's mother, of any other possible alternative methods of diagnosis or treatment, or
15 of the possible risks attendant to the methods of diagnosis or treatment utilized, thereby
16 failing to obtain a free and informed consent.

17 54. Further, during said periods of time, Defendants, and each of them,
18 negligently and carelessly failed to furnish equipment or laboratory or radiological
19 facilities that were necessary for the skillful care and treatment of Plaintiff's health
20 condition.

21 55. As a direct and legal result of the aforesaid negligence, carelessness and
22 unskillfulness of Defendants, and each of them, Plaintiff MYLEIAH L. SELLEM has
23 suffered, and will in the future suffer pain, loss of enjoyment of life and other forms of
24 severe mental and emotional distress and anguish.

25 56. As a direct and legal result of the aforesaid negligence, carelessness and
26 unskillfulness of Defendants, and each of them, Plaintiff RILESHA HAYNIE suffered
27 physical injury and has suffered, and will in the future suffer pain, loss of enjoyment of
28 life and other forms of severe mental and emotional distress and anguish.

1 57. As a further direct and legal result of the aforesaid negligence, carelessness
2 and unskillfulness of Defendants, and each of them, Plaintiff MYLEIAH L. SELLEM
3 suffered physical injury, including but not limited to severe brain damage. Plaintiff is
4 informed and believes and therefore alleges that said injuries are permanent and will
5 result in profound permanent impairment.

6 58. As a further direct and legal result of the aforesaid negligence, carelessness
7 and unskillfulness of Defendants, and each of them, Plaintiff MYLEIAH L. SELLEM has
8 and will in the future incur expenses for the medical, hospital and related care for
9 Plaintiff, including but not limited to medical care, nursing care, rehabilitation care and
10 attendant care, and for payment for residential living facilities, medical equipment, and
11 home modifications.

12 59. As a further direct and legal result of the aforesaid negligence, carelessness
13 and unskillfulness of Defendants, and each of them, Plaintiff MYLEIAH L. SELLEM
14 will in the future incur loss of earnings and loss of earning capacity.

15 60. As a further, direct and legal result of said negligence, careless and
16 unskillfulness of the Defendants, and each of them, Plaintiffs are entitled to prejudgment
17 interest under Code of Civil Procedure §998 and California Civil Code §3291.

18 ///

19 ///

20 ///

1 **PRAYER**

2 WHEREFORE, Plaintiffs pray for judgment against Defendants, and each of
3 them, as follows:

- 4 1. Special damages according to proof;
5 2. General damages according to proof;
6 3. For prejudgment interest at the legal rate under Code of Civil Procedure
7 §998 and California Civil Code §3291; and
8 4. Any other and further relief as the Court deems just and proper.

9 DATED: July 30, 2013

HEIMBERG BARR, LLP

10
11 BY: 

MARSHA E. BARR-FERNANDEZ
Attorneys for Plaintiffs, MYLEIAH L.
SELLEM, a minor, by and through her
Guardian ad Litem, RILESHA HAYNIE;
RILESHA HAYNIE

12
13
14
15
16 **DEMAND FOR JURY TRIAL**

17 Plaintiffs hereby demand a jury in the trial of the within action.

18
19 DATED: July 30, 2013

HEIMBERG BARR, LLP

20
21 BY: 

MARSHA E. BARR-FERNANDEZ
Attorneys for Plaintiffs, MYLEIAH L.
SELLEM, a minor, by and through her
Guardian ad Litem, RILESHA HAYNIE;
RILESHA HAYNIE

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Marsha E. Barr-Fernandez (SBN 200896) Heimberg Barr, LLP 800 West 6th Street Suite 1500 Los Angeles, CA 90017 TELEPHONE NO.: (213) 213-1500 FAX NO.: (213) 213-1520 ATTORNEY FOR (Name): Plaintiff		FOR COURT USE ONLY <div style="font-size: 2em; font-weight: bold; margin: 0;">FILED</div> LOS ANGELES SUPERIOR COURT <div style="font-size: 1.5em; margin: 0;">JUL 30 2013</div> JOHN A. CLARKE, CLERK BY L. JOHNSON, DEPUTY	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles STREET ADDRESS: 111 North Hill Street MAILING ADDRESS: CITY AND ZIP CODE: Los Angeles, CA 90012 BRANCH NAME: Central District		CASE NUMBER: BC 516 677 JUDGE: DEPT:	
CASE NAME: Sellem v. Kaiser Foundation Hospitals			
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) <input type="checkbox"/> Limited (Amount demanded is \$25,000 or less)		Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	

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

1. Check one box below for the case type that best describes this case:

Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input checked="" type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) Non-PI/PD/WD (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-PI/PD/WD tort (35) Employment <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	Contract <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
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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
b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
c. <input type="checkbox"/> Substantial amount of documentary evidence | d. <input type="checkbox"/> Large number of witnesses
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
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): 1

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 30, 2013

Marsha E. Barr-Fernandez (SBN 200896)

(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

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*) (16)
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: Sellem v. Kaiser Foundation Hospitals

CASE NUMBER

BC 516 677

**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 7-20 ☐ 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.

Auto Tort	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons See Step 3 Above
	Other Personal Injury/Property Damage/Wrongful Death Tort	Auto (22)	<input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death
Uninsured Motorist (46)		<input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist	1., 2., 4.
Asbestos (04)		<input type="checkbox"/> A6070 Asbestos Property Damage <input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	2. 2.
Product Liability (24)		<input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)	1., 2., 3., 4., 8.
Medical Malpractice (45)		<input checked="" type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons <input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1., 4. 1., 4.
Other Personal Injury Property Damage Wrongful Death (23)		<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall) <input type="checkbox"/> A723Q Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.) <input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress <input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death	1., 4. 1., 4. 1., 3. 1., 4.

SHORT TITLE: Sellem v. Kaiser Foundation Hospitals

CASE NUMBER

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 (06) (not insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction) <input type="checkbox"/> A6008 Contract/Warranty Breach - Seller Plaintiff (no fraud/negligence) <input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud) <input type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	2., 5. 2., 5. 1., 2., 5. 1., 2., 5.
Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff <input type="checkbox"/> A6012 Other Promissory Note/Collections Case	2., 5., 6. 2., 5.
Insurance Coverage (18)	<input type="checkbox"/> A6015 Insurance Coverage (not complex)	1., 2., 5., 8.
Other Contract (37)	<input type="checkbox"/> A6009 Contractual Fraud <input type="checkbox"/> A6031 Tortious Interference <input type="checkbox"/> A6027 Other Contract Dispute (not breach/insurance/fraud/negligence)	1., 2., 3., 5. 1., 2., 3., 5. 1., 2., 3., 8.
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.

SHORT TITLE: Sellem v. Kaiser Foundation Hospitals

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 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.

SHORT TITLE: Sellem v. Kaiser Foundation Hospitals

CASE NUMBER

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: 1011 Baldwin Park Blvd.

CITY:

Baldwin Park

STATE:

CA

ZIP CODE:

91706

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: July 30, 2013

(SIGNATURE OF ATTORNEY/FILING PARTY)

Marsha E. Barr-Fernandez

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.