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9 KATHLEEN MCINTYRE &
10 NOAH WOODALL

FILED
Superior Court Of California,
Sacramento
07/23/2013
jrnora
By _____, Deputy
Case Number:
34-2013-00148495

11 SUPERIOR COURT OF THE STATE OF CALIFORNIA
12 IN AND FOR THE COUNTY OF SAN FRANCISCO

13 KATHLEEN MCINTYRE and NOAH
14 WOODALL,

15 Plaintiffs,

16 v.

17 KAISER FOUNDATION HOSPITAL, a
18 California Corporation, KAISER
19 FOUNDATION HEALTH PLAN, INC.,
20 PERMANENTE MEDICAL GROUP,
21 KAISER PERMANENTE INSURANCE
22 COMPANY; AMIR RAFI, M.D., and DOES
23 1 through 50, inclusive,

24 Defendants.

CASE NO.

COMPLAINT FOR DAMAGES

[Medical Malpractice/Wrongful Death]

By Fax

25 KATHLEEN MCINTYRE and NOAH WOODALL, complain of Defendants, and each of
26 them, and allege as follows:

27 GENERAL ALLEGATIONS

28 1. The true names and capacities, whether individual, corporate, associate or
otherwise, of the Defendants, DOES 1 through DOES 50, inclusive, are unknown to Plaintiffs,
who therefore sue such Defendants by such fictitious names, and Plaintiffs will amend this
complaint to show their true names and capacities when the same have been ascertained.

1 Plaintiffs are informed and believe and thereon allege that each of the Defendants, DOES 1
2 through 50, inclusive, is responsible under law in some manner, negligently, in warranty, strictly,
3 or otherwise, for the events and happenings herein referred to and proximately thereby caused
4 injuries and damages to Plaintiffs as herein alleged.

5
6 2. Plaintiffs, KATHLEEN MCINTYRE and NOAH WOODALL, are the surviving
7 mother and father of their daughter, MICHELLE WOODALL, deceased. KATHLEEN
8 MCINTYRE and NOAH WOODALL are the sole heirs of decedent, MICHELLE WOODALL.
9 Now, and at all times herein mentioned, Plaintiffs were and are citizens of and residents within
10 the State of California.

11
12 3. Decedent, MICHELLE WOODALL, died on August 17, 2012, at the age of 25.
13 MICHELLE WOODALL'S date of birth was January 21, 1987.

14
15 4. Plaintiffs, KATHLEEN MCINTYRE and NOAH WOODALL, are entitled to
16 bring an action for the wrongful death of MICHELLE WOODALL pursuant to Code of Civil
17 Procedure section 377.60 as the surviving parents and heirs at law of MICHELLE WOODALL,
18 who died August 17, 2012.

19
20 5. Defendants, and each of them, are now, and at all times herein mentioned were,
21 citizens of and residents within the State of California, or doing business in the State of
22 California, or public entities in the State of California, and the amount in controversy exceeds the
23 minimum jurisdictional limits of the Court.

24
25 6. Plaintiffs are informed and believe, and based thereon allege, that Defendant
26 KAISER FOUNDATION HOSPITAL, a California Corporation, KAISER FOUNDATION
27 HEALTH PLAN, INC., PERMANENTE MEDICAL GROUP, KAISER PERMANENTE
28 INSURANCE COMPANY, and DOES 1-25, inclusive, are now, and at all times mentioned
herein were, California business entities, corporations, associations, partnerships or other type of

1 business entities, operating as a medical center, hospital, health plan, or other healthcare facility,
2 and Plaintiffs will ask leave to insert the correct designation when same has been ascertained.

3 7. Plaintiffs are informed and believe, and based thereon allege, that Defendants
4 AMIR RAFII, M.D.; and DOES 26 through 50, inclusive, are now, and at all times herein
5 mentioned were physicians, surgeons, pharmacists, nurses, physician assistants, aids, technicians,
6 attendants, students, or other paramedical personnel, midwives, or other healthcare professionals
7 licensed to practice, and practicing in the State of California.

8 8. Plaintiffs are informed and believe and thereon allege that defendants KAISER
9 FOUNDATION HOSPITAL, a California Corporation, KAISER FOUNDATION HEALTH
10 PLAN, INC., PERMANENTE MEDICAL GROUP, KAISER PERMANENTE INSURANCE
11 COMPANY; AMIR RAFII, M.D., and DOES 1 through 50, inclusive and each of them, at all
12 times herein mentioned were physicians, surgeons, pharmacists, nurses, physician assistants, aids,
13 technicians, attendants, students, or other paramedical personnel, midwives, or other healthcare
14 professionals licensed and practicing in the State of California and/or business entities which
15 employed and/or contracted physicians, surgeons, physician assistants, aids, technicians,
16 attendants, students, or other paramedical personnel, midwives, or other healthcare professionals
17 licensed and practicing in the State of California.

18 9. Plaintiffs are informed and believe, and thereon allege, that at all times herein
19 mentioned, each of the defendants was the agent, employee, principal or employer of each of the
20 remaining defendants and was at all times acting within the course and scope of said relationships
21 and each defendant has authorized, ratified and approved the acts of each of the remaining
22 defendants.

23 10. Plaintiff NOAH WOODALL is not a Kaiser member and is not a signatory to the
24 Kaiser health plan pursuant to which decedent, MICHELLE WOODALL, was treated.
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1 11. During the times herein mentioned, the defendants, and each of them, negligently
2 cared for, monitored, and treated decedent, MICHELLE WOODALL, and failed to exercise the
3 standard of care and skill ordinarily and reasonably required of medical doctors and other medical
4 practitioners by negligently, carelessly, and unskillfully providing MICHELLE WOODALL with
5 medical care, including without limitation, failing to properly diagnose, treat, examine, operate
6 upon, medicate, attend, follow up and otherwise handle and control the treatment of MICHELLE
7 WOODALL, which proximately caused the death of MICHELLE WOODALL on August 17,
8 2012, and the hereinafter described injuries and damages to Plaintiffs.

9
10 12. Plaintiffs further allege that defendants, and each of them, breached their duty to
11 assure the competence of their employees and independent contractors, and/or failed to exercise
12 ordinary care under the circumstances herein alleged, to evaluate and to assure the quality of their
13 staff, employees and independent contractors and breached their duty of selecting, reviewing and
14 periodically evaluating their competency. This breach of the duty of careful selection, review,
15 and periodic evaluation of the competency of their staff, employees and independent contractors
16 created an unreasonable risk of harm to patients receiving care and treatment at the hands of the
17 Defendants, and each of them, including the decedent.

18
19 13. As a direct and proximate cause of the acts and omissions of each Defendant,
20 Plaintiffs have been deprived, and will continue to be deprived for the remainder of their lives, of
21 their daughter's love, comfort, support, society, care, assistance, affection, and guidance all to
22 Plaintiffs' general damage in a sum in excess of the jurisdictional minimum of the Court, together
23 with prejudgment interest thereon from the date of Plaintiffs' first CCP §998 Offer to
24 Compromise.

25
26 14. As a further proximate result of the said negligence of the defendants, and of each
27 of them, Plaintiffs were required to and did incur funeral and burial expenses and medical bills in
28

1 an amount unknown to Plaintiffs at this time, but Plaintiffs shall seek leave to amend this
2 pleading when the same has been ascertained, together with prejudgment interest thereon from
3 the date of Plaintiffs' first CCP §998 Offer to Compromise.

4 WHEREFORE, Plaintiffs pray for judgment against the Defendants, and each of them for:

5 1. General damages in a sum in excess of the minimum jurisdictional limits of
6 the Court;

7 2. All medical and incidental expenses according to proof;

8 3. All funeral, burial and other expenses according to proof;

9 4. All prejudgment interest on general and special damages from the date of
10 Plaintiffs' CCP §998 Offer to Compromise;

11 5. All costs of suit; and

12 6. Such other and further relief as this Court may deem just and proper.

13 Dated: July 18, 2013

14 KERSHAW, CUTTER & RATINOFF, LLP

15 By: 

16 ERIC RATINOFF

17 MARLA STRAIN

18 Attorneys for Plaintiffs

19 KATHLEEN MCINTYRE and

20 NOAH WOODALL

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