

C. Brooks Cutter, SBN 121407
John R. Parker, Jr., SBN 257761
Tiffany T. Tran, SBN 294213
KERSHAW, CUTTER & RATINOFF, LLP
401 Watt Avenue
Sacramento, CA 95864
Telephone: (916) 448-9800
Facsimile: (916) 669-4499

Attorneys for Plaintiff, DEANNA PITTMAN

FILED
Superior Court Of California,
Sacramento
02/27/2014
emedina
By _____, Deputy
Case Number:
34-2014-00159528

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SACRAMENTO

DEANNA PITTMAN, by and through
her Guardian ad Litem DIANE
PITTMAN

Plaintiff,

vs.

KAISER FOUNDATION HOSPITAL, a
California Corporation, KAISER
FOUNDATION HEALTH PLAN, INC.,
PERMANENTE MEDICAL GROUP,
KAISER PERMANENTE MEDICAL
CARE PROGRAM, and DOES 1
THROUGH 50, INCLUSIVE,

Defendants.

Case No.

COMPLAINT FOR DAMAGES, and
DEMAND FOR JURY TRIAL

Medical Negligence

Trial Date: Not Set
Action Filed:

Plaintiffs, DEANNA PITTMAN, complain of defendants, and each of them, and allege as follows:

GENERAL ALLEGATIONS

1. The true names and capacities, whether individual, corporate, associate or otherwise, of the defendants DOES 1 through 50, inclusive, are unknown to plaintiff, who therefore sue such defendants by such fictitious names, and plaintiff will amend this complaint to show their true names and capacities when the same have been ascertained. Plaintiff is informed and believe and thereon alleges that each of the defendants, DOES 1 through 50, inclusive, is responsible under law in some manner, negligently, in warranty, strictly, or otherwise, for the

1 events and happenings herein referred to and proximately thereby caused injuries and damages to
2 plaintiff as herein alleged.

3 2. Plaintiff is now and at all times herein mentioned was, a citizen of and resident
4 within the State of California, and the defendants, and each of them, are now, and at all times
5 herein mentioned were, citizens of and residents within the State of California, and the amount in
6 controversy exceeds the minimum jurisdictional limits of the Court.

7 3. At all times herein mentioned, defendants KAISER FOUNDATION HOSPITAL,
8 and DOES 1 through 20, inclusive, were at all times herein mentioned duly organized California
9 corporations, clinics or medical groups existing under and by virtue of the laws of the State of
10 California; that said defendant corporations, medical groups or clinics and the remaining
11 defendants, and each of them, owned, operated, managed and controlled a general medical group
12 or clinic within the County of Sacramento, State of California, held out to the public at large and
13 to the plaintiff herein, as properly equipped, fully accredited, competently staffed by qualified and
14 prudent personnel and operating in compliance with the standard of due care maintained in other
15 properly equipped, efficiently operated and administered, accredited medical groups in said
16 community commonly.

17 4. At all times herein mentioned, defendants KAISER FOUNDATION HEALTH
18 PLAN, INC., and DOES 21 through 30, inclusive, were at all times herein mentioned duly
19 organized California corporations, clinics or medical groups existing under and by virtue of the
20 laws of the State of California; that said defendant corporations, medical groups or clinics and the
21 remaining defendants, and each of them, owned, operated, managed and controlled a general
22 medical group or clinic within the County of Sacramento, State of California, held out to the
23 public at large and to the plaintiff herein, as properly equipped, fully accredited, competently
24 staffed by qualified and prudent personnel and operating in compliance with the standard of due
25 care maintained in other properly equipped, efficiently operated and administered, accredited
26 medical groups in said community commonly.

1 5. At all times herein mentioned, defendants PERMANENTE MEDICAL GROUP,
2 and DOES 31 through 40, inclusive, were at all times herein mentioned duly organized California
3 corporations, clinics or medical groups existing under and by virtue of the laws of the State of
4 California; that said defendant corporations, medical groups or clinics and the remaining
5 defendants, and each of them, owned, operated, managed and controlled a general medical group
6 or clinic within the County of Sacramento, State of California, held out to the public at large and
7 to the plaintiff herein, as properly equipped, fully accredited, competently staffed by qualified and
8 prudent personnel and operating in compliance with the standard of due care maintained in other
9 properly equipped, efficiently operated and administered, accredited medical groups in said
10 community commonly.

11 6. At all times herein mentioned, defendants KAISER PERMANENTE MEDICAL
12 CARE PROGRAM, and DOES 41 through 50, inclusive, were at all times herein mentioned duly
13 organized California corporations, clinics or medical groups existing under and by virtue of the
14 laws of the State of California; that said defendant corporations, medical groups or clinics and the
15 remaining defendants, and each of them, owned, operated, managed and controlled a general
16 medical group or clinic within the County of Sacramento, State of California, held out to the
17 public at large and to the plaintiff herein, as properly equipped, fully accredited, competently
18 staffed by qualified and prudent personnel and operating in compliance with the standard of due
19 care maintained in other properly equipped, efficiently operated and administered, accredited
20 medical groups in said community commonly.

21 Plaintiff, DEANNA PITTMAN, complains of defendants, and each of them, and as and
22 for a First Cause of Action alleges as follows:

23 **FIRST CAUSE OF ACTION**

24 (MEDICAL NEGLIGENCE)

25 7. Plaintiff realleges and reaffirms each and every paragraph and allegation above as
26 if fully rewritten herein.
27
28

1 8. Plaintiff asserts this cause of action against defendants KAISER FOUNDATION
2 HOSPITAL, and DOES 1 through 20, inclusive, KAISER FOUNDATION HEALTH PLAN,
3 INC., and DOES 21 through 30, inclusive, PERMANENTE MEDICAL GROUP, and KAISER
4 PERMANENTE MEDICAL CARE PROGRAM, and DOES 41 through 50, inclusive, each of
5 them.

6 9. From on or about September 2004 through September 2009, and thereafter,
7 KAISER FOUNDATION HOSPITAL, and DOES 1 through 20, inclusive, KAISER
8 FOUNDATION HEALTH PLAN, INC., and DOES 21 through 30, inclusive, PERMANENTE
9 MEDICAL GROUP, and KAISER PERMANENTE MEDICAL CARE PROGRAM, and DOES
10 41 through 50, inclusive, and each of them, negligently cared for, diagnosed, and treated Plaintiff,
11 and failed to exercise the standard of care and skill ordinarily and reasonably required of
12 physicians, surgeons, hospitals, nurses, etc. by failing to properly monitor, diagnose and treat
13 DEANNA PITTMAN'S medical condition, including, without limitation, adolescent idiopathic
14 scoliosis. Plaintiff DEANNA PITTMAN learned of Defendants' negligent treatment and failure
15 to diagnose on or about April 24, 2013.

16 10. As a proximate result of the negligence and carelessness of Defendants and each of
17 them, Plaintiff DEANNA PITTMAN, by and through her Guardian ad Litem DIANE PITTMAN
18 has been required to bear expenses, other costs, incidental and special damages that are unknown
19 at this time but Plaintiff shall seek leave to amend this pleading when the same has been
20 ascertained, together with prejudgment interest thereon from the date of Plaintiff's first CCP §998
21 offer to compromise.

22 11. As a further proximate result of the negligence of the Defendants, and each of
23 them, Plaintiff DEANNA PITTMAN was hurt and injured in her health, strength and activity,
24 sustaining injury to her body and shock and injury to her nervous system and person, all of which
25 said injuries caused and continue to cause Plaintiff great mental, physical, and nervous pain and
26 suffering. Plaintiff is informed and believes and therefore alleges that these injuries will result in
27 some permanent disability to Plaintiff, all to her general damage in a sum in excess of the
28

1 minimum jurisdictional limits of the Court, and that he is entitled to prejudgment interest on that
2 amount when determined, from the date of Plaintiff's CCP §998 offer to compromise

3 12. That as a further proximate result of the said negligence of the Defendants, and
4 each of them, Plaintiff DEANNA PITTMAN was required to and did employ, and will be
5 required in the future to employ, physicians and surgeons to examine, treat and care for her and
6 did incur, and will in the future incur, medical and incidental expenses. The exact amount of such
7 expense is unknown to Plaintiff at this time, and Plaintiff will ask leave to amend her pleading to
8 set forth the exact amount thereof when the same is ascertained by her, and any and all
9 prejudgment interest from the date of said injuries.

10 DEMAND FOR JURY TRIAL

11 13. Plaintiff hereby demands a jury trial.

12 WHEREFORE, Plaintiff prays for judgment against the defendants, and each of them, for:

- 13 1. General damages in a sum in excess of the minimum jurisdictional limits of the
14 Court;
15 2. All medical and incidental expenses according to proof;
16 3. All future medical and incidental expenses according to proof;
17 4. All loss of earnings according to proof;
18 5. All prejudgment interest on general and special damages from the date of
19 plaintiff's Code of Civil Procedure § 998 offer to compromise;
20 6. All costs of suit;
21 7. Such other and further relief as this Court may deem just and proper.

22
23 Dated: February 26, 2014

KERSHAW CUTTER & RATINOFF, LLP

24
25 By: _____

C. Brooks Cutter
John R. Parker, Jr.

26
27 *Attorneys for Plaintiffs*
28