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ALAMEDA COUNTY

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CLERK OF THE SUPERIOR COURT

By *[Signature]* Deputy

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Security National Insurance Company

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ALAMEDA - HAYWARD

SECURITY NATIONAL INSURANCE
COMPANY, a corporation,

Plaintiff,

vs.

KAISER FOUNDATION HEALTHPLAN,
INC., a California non-profit public benefit
corporation, KAISER CAPITAL PROJECTS,
a business entity form unknown, AND DOES
1-50, INCLUSIVE,

Defendants

Case No: **HG14717367**

COMPLAINT FOR DAMAGES

(subrogation of workers' compensation
benefits)

[Labor Code §3852 et seq.]

SECURITY NATIONAL INSURANCE COMPANY, administered by FARA Insurance
Services, A York Risk Services Company, ("Plaintiff") hereby alleges:

FIRST CAUSE OF ACTION

1. At all times herein mentioned, Plaintiff was, and now is, a corporation organized and existing under and by virtue of the laws of the State of Florida, insurer for workers' compensation insurance in California, and at all times herein mentioned insured Matrix HG

BY FAX

1 Inc. ("Employer"), against liability to its employees for workers' compensation benefits
2 under the Workers' Compensation Act of the State of California.

3 2. At all times herein mentioned the employer was the employer of Andrew Banducci
4 ("Employee").

5 3. The true names and capacities, whether individual, corporate, associate, or otherwise, of
6 Defendants DOES 1 through 50 are unknown to Plaintiff, who therefore sues these
7 defendants by such fictitious names, and will amend this complaint to show their true
8 names and capacities when ascertained.

9 4. Defendant KAISER FOUNDATION HEALTHPLAN, INC., is, and at all times mentioned
10 herein, was a non-profit public benefit corporation organized under the laws of the State of
11 California, and authorized to do and doing business in California.

12 5. Defendant Kaiser Capital Projects is, and at all times mentioned herein, was a business
13 entity form unknown but believed to be a subsidiary, affiliate, joint venture, or partner of
14 Defendant Kaiser Foundation Healthplan, Inc., and was authorized to do anddoing business
15 in California.

16 6. At all times herein mentioned, each of the defendants was an agent, employee or
17 representative of each of the remaining defendants, and at all times herein mentioned, acted
18 within the course and scope of said agency, employment or representation.

19 7. The relief sought in this complaint is within the jurisdiction of this court.

20 8. On or about 3/27/13, at the subject property known as: 5820 Owens Drive, Pleasanton, CA,
21 94588 while the Employee was performing regular duties, Employee sustained injuries,
22 hereinafter alleged, which arose out of and occurred in the course of his employment.

23 9. Plaintiff, alleges, that at the time and place the injuries were sustained, Defendant(s) and
24 its/their agents, and each of them, so negligently and carelessly owned, leased, possessed,
25 controlled, permitted, rented, bailed, supervised, managed, constructed, installed, altered,
26 renovated, entrusted, maintained, inspected, serviced, repaired the subject property as to
27 create a dangerous condition and cause injuries to Employee.

1 10. Based on information and belief Plaintiff alleges that as a proximate result of the
2 negligence of Defendants, and each of them, the Employee sustained bodily injuries
3 including but not limited to burns to his face, neck and arm when scalding water spewed
4 from a failed soldered plumbing joint.

5 11. Based on information and belief Plaintiff alleges that as a proximate result of the
6 negligence of Defendants in hiring, supervising, workers to install, construct, alter,
7 maintain, repair the subject plumbing joint, Employee sustained bodily injuries as stated
8 above.

9 12. As a proximate result of the negligence of the Defendants, and each of them, and of the
10 resulting injuries sustained by the Employee, Plaintiff has been obligated to pay and has
11 paid workers' compensation benefits to and on behalf of the Employee.

12 13. Plaintiff is informed and believes, and thereon alleges that it will be required to pay further
13 disability benefits and sums for medical care and treatment for an indefinite time in the
14 future, and Plaintiff prays that when the total amount of such expenditures are ascertained
15 this complaint may be amended accordingly.

16 13. The following cause of action is attached and the statements above apply to:

17 **SECOND CAUSE OF ACTION**

18 **PREMISES LIABILITY**

19 Plaintiff refers to and incorporates herein, as though fully set forth, paragraphs 1 through
20 13, inclusive of the first cause of action.

21 WHEREFORE, Plaintiff prays judgment against Defendants, and each of them, for:

22 1. Reimbursement of all workers' compensation benefits paid to and on behalf of the
23 Employee to date:

24 Indemnity benefits: \$ 7,818.65

25 Medical expenses: \$58,409.13

26 2. Future disability and costs of medical care and treatment according to proof;

27 3. Costs of suit incurred herein;

- 1 4. Interest at the maximum legal rate permitted by law from the date of each installment or
2 other payment thereof;
3 5. Such other and further relief as this court seems just.

4 DATED: February 10, 2014

Respectfully submitted,

6 SAMUELSEN, GONZALEZ, VALENZUELA & BROWN

7
8 By: 

Pamela A. Wilson, Esq.
Attorneys for Plaintiff

Courthouse News Service

SHORT TITLE:

Security National v Kaiser

CASE NUMBER:

HG14717367

Two

(number)

CAUSE OF ACTION—Premises Liability

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ATTACHMENT TO ☒ Complaint ☐ Cross - Complaint

(Use a separate cause of action form for each cause of action.)

Prem.L-1. Plaintiff (name): Security National Insurance Company

alleges the acts of defendants were the legal (proximate) cause of damages to plaintiff.

On (date): 10/9/12

plaintiff was injured on the following premises in the following

fashion (description of premises and circumstances of injury):

Plaintiff's insured's employee, Andrew Banducci, suffered 2nd and 3rd degree burns to his body when scalding water spewed from a broken plumbing joint while working in the course and scope of his employment for Matrix HG, Inc. at Defendant Kaiser Foundation Healthplan, Inc.'s premises and workers' compensation benefits were paid to and on behalf of the injured worker in sums set forth in the complaint for medical and indemnity benefits entitling Plaintiff to subrogation and reimbursement of same from Defendants herein.

Prem.L-2. ☒ **Count One—Negligence** The defendants who negligently owned, maintained, managed and operated the described premises were (names):
Kaiser Foundation Healthplan, Inc., Kaiser Capital Projects,

☒ Does 1 to 10

Prem.L-3. ☐ **Count Two—Willful Failure to Warn** [Civil Code section 846] The defendant owners who willfully or maliciously failed to guard or warn against a dangerous condition, use, structure, or activity were (names):

☐ Does _____ to _____Plaintiff, a recreational user, was ☐ an invited guest ☐ a paying guest.

Prem.L-4. ☐ **Count Three—Dangerous Condition of Public Property** The defendants who owned public property on which a dangerous condition existed were (names):

☐ Does _____ to _____

a. ☐ The defendant public entity had ☐ actual ☐ constructive notice of the existence of the dangerous condition in sufficient time prior to the injury to have corrected it.

b. ☐ The condition was created by employees of the defendant public entity.

Prem.L-5. a. ☒ **Allegations about Other Defendants** The defendants who were the agents and employees of the other defendants and acted within the scope of the agency were (names):
Kaiser Foundation Healthplan, Inc., Kaiser Capital Projects,

☒ Does 11 to 50

b. ☐ The defendants who are liable to plaintiffs for other reasons and the reasons for their liability are
☐ described in attachment Prem.L-5.b ☐ as follows (names):