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15 *D56 Michael Johnson*
16 SUPERIOR COURT FOR THE STATE OF CALIFORNIA
17 FOR THE COUNTY OF LOS ANGELES

18 WESLEY KINGSBURY, an individual,

19 Plaintiffs,

20 vs.

21 SOUTHERN CALIFORNIA
22 PERMANENTE MEDICAL GROUP, a
23 California partnership, KAISER
24 FOUNDATION HEALTH PLAN, INC., a
25 California corporation, DR. TERI VEITH, an
26 individual, DR. LISA PATRICK, an
27 individual, AND DOES 1 THROUGH 100,
28 INCLUSIVE,

Defendants.

Case No.:

COMPLAINT AND DEMAND FOR JURY TRIAL

1. Breach of Covenant of Good Faith and Fair Dealing;
2. Breach of Contract;
3. Violation of Business & Professions Code § 17200;
4. Medical Negligence;
5. Intentional Infliction of Emotional Distress; and
6. Negligent Infliction of Emotional Distress.

RECEIPT # : CCH195707061
DATE PAID : 10/29/14 04:03 PM
AMOUNT : \$435.00
CASH : \$435.00
CHECK : \$0.00
CARD : \$0.00

CIT/CASE : BC562280
LEA/DEF# :

FILED
Superior Court of California
County of Los Angeles

OCT 29 2014

Sherri R. Carter, Executive Officer/Clerk
By *Cristina Grijalva* Deputy
Cristina Grijalva

1 Plaintiff alleges based on his personal knowledge with respect to his own acts and on
2 information and belief with respect to all other matters:

3 GENERAL ALLEGATIONS

4 1.

5 INTRODUCTION

6 1. Wesley Kingsbury ("Wesley"), a 34-year old emergency medical technician,
7 sought emergency treatment at the Kaiser Foundation Hospital in Fontana, California for injuries
8 he sustained in a car accident. Although he entered the facility with serious symptoms consistent
9 with early spinal cord and/or nerve root injury, he experienced significant delays in treatment.
10 Ultimately when he was able to get admitted to the emergency room, the doctors willfully refused
11 to provide him necessary medical care, sending him home without specific treatment or
12 notification of the neurosurgeon, despite a reading of a lower back MRI showing new herniated
13 lumbosacral disks. These herniations constituted a neurosurgical emergency, given Wesley's
14 bilateral leg numbness, pain in his right leg and progressive pain in his left leg by the time that
15 Kaiser discharged him, untreated, from the ER that day. This MRI reading was conveyed by an
16 MRI technician to both the nursing staff, which told Wesley that he needed to be admitted, and to
17 the ER doctor who overruled the nursing staff's opinion and who instead sent Wesley home. This
18 ER doctor claimed that Wesley was simply a criminal who was faking his injuries to avoid a court
19 date, though there were objective findings of significant spinal injury on history, physical
20 examination and MRI making any assertion of absence of significant injury a negligent assertion
21 from the start.

22 2. Wesley was and is not a criminal but was scheduled to testify in a criminal trial on
23 the morning of his accident. When he did not appear, because of his neurologic injury and
24 appearance at the Kaiser ER, the Court presiding over the criminal matter, so informed, called
25 Kaiser and expressed its unhappiness that a witness scheduled to appear had not appeared. The
26 Court told the ER staff that Wesley was a witness in a case in which he was a potential defendant,
27 and indicated that the Court wanted Wesley to come to court the next morning to testify. The
28 Kaiser health care staff, apparently believing that one can be assumed guilty before they are even

1 tried, and forgetting the obligations that doctors owe to their patients, then adopted the position
2 that Wesley was a criminal, and that all complaints, and apparently even MRI findings, were to be
3 regarded with suspicion or downright disbelief. This attitude played out in manners that not only
4 constituted intentional infliction of emotional distress, but in grossly negligent medical care.

5 3. Instead of diagnosing the nerve and spinal cord damage shown by history, physical
6 examination and MRI, and obtaining emergency neurosurgical consultation after that MRI, all
7 required by the ER standard of care and basic common sense, Dr. Teri Veith, a Kaiser emergency
8 medicine doctor, walked into Wesley's ER room and tore off his cervical collar. She told Wesley
9 that he was faking his injuries and that he had to leave. Wesley could not stand or walk from his
10 hospital bed and so one of the nurses helped him into a wheelchair so that he could leave. The
11 wrongful conduct and negligent behavior of the Kaiser doctors did not conclude upon Wesley's
12 expulsion from the emergency room. The doctors in the emergency room wrote into Wesley's
13 medical records that he is a malingering criminal, and this animus towards Wesley became
14 institutionalized at Kaiser.

15 4. The neglect of Wesley's condition occurred in the face of clear worsening of his
16 neurologic status while at Kaiser, this progression being a dispositive sign of a neurosurgical
17 condition that required immediate remedy. The pain in his right leg became worse during the
18 many hours that he spent at Kaiser and extended further down his leg. As documented in the
19 record, the abnormality in the left leg went from pain to weakness to increasing weakness and
20 difficulty standing. Overnight, between the ER visit and a visit 36 hours later with Wesley's
21 primary care physician, the first appointment that he could obtain, Wesley developed an inability
22 to control his urine.

23 5. Because of his inability to control his urine, Wesley once again sought care from
24 Kaiser's emergency room. The emergency room nurses needed to install a Foley catheter to
25 relieve Wesley's bladder. However, after they installed the catheter Dr. Lisa Patrick, another ER
26 doctor, approached Wesley and told him that everyone in the emergency room knew that he was a
27 criminal and she then expelled him from the facility. Following that day, a similar pattern of
28 action repeated whenever Wesley sought treatment from the Kaiser Fontana facilities' neurology

1 department or emergency room. Wesley has had to try hard to find doctors willing to treat his
2 medical condition without repeatedly insulting and disrespecting him as they disregarded his
3 palpably physical illness, and to endure the contumely of physicians who should know better.
4 Wesley's situation has become so extreme that he is forced to drive to a Kaiser facility in a
5 different county in order to try to get appropriate treatment.

6 6. As a result of the Kaiser doctors' failure to properly diagnose Wesley and treat
7 him on the day of his car accident, Wesley suffered not only incredible pain but also permanent
8 and disabling physical injury. He has, among other serious problems, lost permanent full use of
9 one of his legs and has developed neurogenic impotence and neurogenic difficulty moving his
10 bowels all as the result of a delay in what was, at the start, an eminently treatable neurologic
11 trauma, but which, after the passage of a day or two, became permanent disabilities.

12 7. Wesley paid for, expected and had the right to receive the benefits of his insurance
13 policy with Kaiser. Kaiser, as a matter of known conduct by its agents, and as a matter of Kaiser
14 policies, intentionally failed to render health care as it had contracted to perform it, foreseeably
15 turning a treatable acute spinal injury, with little or no residual damage with proper early
16 diagnosis and treatment, into a permanent one.

17
18 **2.**

19 **THE PARTIES**

20 8. Plaintiff Wesley Kingsbury ("Wesley") is a 34-year-old man who at all times
21 relevant to this action contracted with Kaiser Foundation Health Plan, Inc. to receive health care
22 coverage and services. At all relevant times to this action, plaintiff has been a resident of
23 Bloomington, California, in the County of San Bernardino.

24 9. Defendant Dr. Teri Lynn Veith ("Dr. Veith") is an emergency medicine doctor at
25 the Kaiser Foundation Hospital in Fontana, California. She is a resident of California.

26 10. Defendant Dr. Lisa Gail Patrick ("Dr. Patrick") is an emergency medicine doctor
27 at the Kaiser Foundation Hospital in Fontana, California. She is a resident of California.

28 11. Defendant Kaiser Foundation Health Plan ("Kaiser") is a California corporation

1 authorized to transact and transacting business in California with its principal place of business in
2 California.

3 12. Defendant Southern California Permanente Medical Group ("So Cal Permanente")
4 is a California partnership with its principal place of business in Pasadena, California which is in
5 the County of Los Angeles.

6 13. The true names or capacities, whether individual, corporate, associate, or
7 otherwise, of defendants DOES 1 through 100, are unknown to plaintiff, who therefore sues said
8 defendants by such fictitious names. Each of the defendants sued herein as a DOE is legally
9 responsible in some manner for the events and happenings referred to, and legally caused injury
10 and damages proximately thereby to plaintiffs as herein alleged. DOES 1 through 100 are
11 citizens and residents of the State of California. Plaintiff will ask leave of this court to amend this
12 complaint to insert their true names and capacities in place and instead of the fictitious names
13 when the same become known to plaintiff.

14 14. At all relevant times, defendants, and each of them, were joint venturers,
15 independent contractors, or the agents and employees of each of the remaining defendants, and at
16 all times may have been acting within the purpose and scope of said agency and employment, and
17 if so, each defendant has ratified and approved the acts of his agent.

18
19 **3.**

20 **FACTUAL BACKGROUND**

21 15. On November 6, 2013, plaintiff Wesley Kingsbury ("Wesley") was the passenger
22 of a car that his father was driving. The car was involved in an accident for which neither Wesley
23 nor his father was at fault. Wesley's absence of fault in the accident is confirmed by a police
24 report which an officer created at the scene of the incident. Wesley went from the scene of the
25 accident to Kaiser's hospital in Fontana as he was feeling pain in his left leg.

26 16. Upon arriving at the hospital, Wesley attempted to go to the emergency room but
27 when hospital employees learned that Wesley was a Kaiser member the hospital staff redirected
28 him to the urgent care. After waiting to be seen at the urgent care for several hours, Wesley was

1 briefly evaluated by an urgent care doctor. It was clear to the urgent care doctor that Wesley had
2 a potentially serious injury, as he sent Wesley to the ER and ordered stat spine films while
3 Wesley was awaiting transfer back to the ER. In addition, his examination showed significant
4 pain in Wesley's left leg. The doctor did not initially document weakness though by the time
5 Wesley was admitted back into the ER, 5-6 hours after the urgent care doctor's examination,
6 Wesley needed to lean on someone to walk, because of weakness in his left leg. This shows that
7 progression of Wesley's clinical injury had already begun by the time of Wesley's transfer back
8 to the ER.

9 17. In the ER, Wesley was seen by Dr. Zakiyyah Jameelah Rasheed who ordered an
10 emergency MRI but Dr. Rasheed went off duty at 3:30 p.m., and thus transferred Wesley's care to
11 Dr. Teri Lynn Veith before the MRI was taken. After taking the MRI, Wesley was told by the
12 MRI technician that the imaging showed that he had two herniated disks in his spine. Upon
13 hearing this, an ER nurse told Wesley that he would be admitted to the hospital and then left to
14 get a dose of morphine, to be given IV, to ease the progressive pain that Wesley was feeling.

15 18. After the nurse left, Dr. Veith came into Wesley's room and tore off a cervical
16 collar that was around his neck. She told him that there was nothing wrong with him, that he was
17 faking his injuries, and that he was a criminal. She then told him that the hospital was
18 discharging him and that he had to leave. Dr. Veith knowingly disregarded the reading of the
19 MRI which showed two herniated disks, at L4-5 and L5-S1, precisely the levels of herniation at
20 which nerve root compression or spinal cord or root contusion would foreseeably cause the pain
21 and weakness shown by Wesley that afternoon at the time Dr. Veith discharged him. There is no
22 indication that Dr. Veith was told anything other than that Wesley was a prospective defendant in
23 a criminal case; nothing to indicate anything other than that he was on trial, to justify Dr. Veith's
24 conclusion, expressed to more than one person, that Wesley, before trial, was, in her judgment,
25 already found guilty.

26 19. Wesley was shocked and prepared himself to leave when the nurse returned with
27 his shot. He told her what happened and she helped him into a wheelchair, as it was too painful
28 for him to walk out of the hospital. Outside of the hospital, Wesley's father partially lifted him

1 into a car in order to drive Wesley home.

2 20. The following morning, Wesley received a phone call from a doctor at the Fontana
3 Kaiser Hospital's ER. The doctor inquired as to why Wesley was not still in the hospital and why
4 he did not receive a cast for his fractured elbow. Wesley told him that he did not know that he
5 had a fractured elbow and told him why he had left the ER the night before. This doctor initially
6 wanted Wesley to come in immediately to have his elbow casted. But on looking at a chart
7 record indicating that the Court had called, and the opinion that Wesley may be faking symptoms,
8 the doctor told him to wait until the following day, when Wesley was to see his general
9 practitioner, Dr. Robert Michael Theal. During this day, Wesley began to develop urination
10 problems.

11 21. He saw Dr. Theal the following day, November 8, 2013. Wesley got a cast for his
12 arm and told Dr. Theal about the urination problem. Wesley could not urinate for the rest of the
13 day and in the evening, Dr. Theal sent Wesley to the ER. The ER nurses discovered that even
14 with fluids, Wesley could not urinate and so Wesley had a Foley catheter installed. After the
15 Foley catheter was installed, Dr. Lisa Gail Patrick approached Wesley. Instead of searching for
16 the root of his urination problem, she told him that he was faking the urination issue and that
17 everyone in the ER knew that he was a criminal trying to avoid court. She then discharged him
18 and told him to leave the hospital.

19 22. As a result of Dr. Patrick's insulting, incompetent, and medically erroneous
20 jumping to conclusions, Wesley did not receive the necessary objective testing of his bladder
21 condition for another 2-3 months. At the time that Dr. Patrick discharged Wesley, objective
22 evidence of a neurogenic bladder was documented. Dr. Patrick has never apologized to Wesley
23 for her missed diagnosis or for the unwarranted hostility she showed, the opposite of what is
24 required of a physician in dealing with her patients.

25 23. The following Monday, November 11, 2014, Wesley met with Dr. Theal who
26 made referrals for Wesley to urology and neurosurgery. The following day he saw Dr. Jeannie S.
27 Rhee, a neurologist at the Fontana Kaiser hospital. After only a few minutes into the visit, Dr.
28 Rhee told Wesley that there was nothing wrong with him. Dr. Rhee was yet another Kaiser

1 doctor who failed to do a competent examination, trivialized the true complaints made by Wesley,
2 and ignored the evidence of the new disk herniations, and the correspondence of the level of these
3 herniations with the clinical presentation. It is more likely than not that this inadequate
4 examination was in part the result of the ER chart indicating that Wesley was a malingering
5 criminal.

6 24. On November 15, 2014, Wesley met with Dr. Eugene Farnig, a Kaiser Orthopedics
7 specialist. It was at this visit that Wesley was able to view part of his electronic records on
8 Kaiser's system. Wesley's record stated that he was a criminal who was faking symptoms. He
9 contacted Dr. Theal and asked that he remove the false statements from his records and Dr. Theal
10 told him that only the doctor who entered the notation could remove it but that he would contact
11 the Fontana ER to see if they would remove that entry in Wesley's record.

12 25. On January 1, 2014, the neurosurgery department at the Fontana Kaiser facility
13 sent Wesley notice that they were officially discharging him despite his need for care and
14 additional examination. The neurosurgery department discharged Wesley, a victim of a process
15 that could have been at the start, and still could have been at the time of discharge from this
16 service, treated with neurosurgery, shortly after the bladder urodynamic testing confirmed to a
17 100% likelihood the presence of spinal cord and/or nerve injury in the two herniated disks, i.e.
18 precisely when there was no longer even a scintilla of doubt about the genuine nature of the
19 injury. Thus three different Kaiser departments, the ER department, the Neurology department
20 and the Neurosurgery department disregarded and trivialized Wesley's traumatic cord and nerve
21 injuries, insulted him personally and without justification, verbally and in print; and knowingly
22 and intentionally failed to render the care for which Wesley had contracted and paid. Such
23 actions, coming from a group with a legal and moral duty to be supportive, are unconscionable.

24 26. In order to get Wesley the treatment that he needed, Wesley's doctors were forced
25 to write orders for Wesley for Kaiser's Los Angeles hospital, a hospital in a separate county, as he
26 could not receive authorization for appropriate treatment from the Fontana Kaiser facility.

27 27. As a result of the Kaiser doctors' failure to properly diagnose Wesley and treat
28 him, Wesley has suffered not only incredible pain but also permanent and disabling physical

1 injury and initial and ongoing emotional distress, both from how he was treated, and as a result of
2 his lifelong neurogenic bladder, weakness and impotence.

4 FIRST CAUSE OF ACTION

5 (Breach of the Duty of Good Faith and Fair Dealing)

6 PLAINTIFF, FOR A FIRST CAUSE OF ACTION AGAINST DEFENDANT KAISER
7 AND DOES 1 THROUGH 100, INCLUSIVE, AND EACH OF THEM, FOR BREACH OF THE
8 DUTY OF GOOD FAITH AND FAIR DEALING, ALLEGES:

9 28. Plaintiff incorporates by reference each and every paragraph of the General
10 Allegations as though set forth in full in this cause of action.

11 (a) Under California law, the duty of good faith and fair dealing exists in every
12 contract. Essentially, the doctrine provides that each party to a contract should
13 act reasonably and in good faith. (*Foley v. Interactive Data Corp.* (1988) 47
14 Cal.3d 654, 684.) In the insurance context, that doctrine imposes additional
15 requirements on insurers (*Egan v. Mutual of Omaha Life Ins. Co.* (1979) 21
16 Cal.3d 809);

17 (b) Fully and fairly evaluate all claims for benefits; an insurer cannot ignore
18 evidence that supports the claim, while focusing on facts justifying denial, nor
19 can it ignore objective standards in making its claim decisions (*Tomaselli v.*
20 *Transamerica Ins. Co.* (1994) 25 Cal.App.4th 1269, 1281; *Hughes v. Blue*
21 *Cross of No. Calif.* (1989) 215 Cal.App.3d 832, 845-846);

22 (c) Not refuse coverage on the basis of an arbitrary or unreasonable interpretation
23 of its policy (*Moore v. American United Life Ins. Co.* (1984) 150 Cal.App.3d
24 610, 621);

25 (d) Not refuse coverage in conflict with controlling law (*Moore v. American*
26 *United Life Ins. Co.* (1984) 150 Cal.App.3d 610, 621);

27 (e) Provide benefits *promptly* and without any unreasonable *delay* (*Fleming v.*
28 *Safeco Ins. Co.* (1984) 160 Cal.App.3d 31, 37);

1 29. Furthermore, health care plans like those issued by Kaiser are subject to the same
2 tort liability for breach of the duty of good faith and fair dealing as other insurers, despite the fact
3 that they are regulated under the Health & Safety Code rather than the Insurance Code. This is
4 because, with respect to the duties owed to plan members, health care plans are, for all intents and
5 purposes, insurers. (*Sarchett v. Blue Shield of California* (1987) 43 Cal.3d 1, 3, fn. 1; *Smith v.*
6 *PacifiCare Behavioral Health of Calif., Inc.* (2001) 93 Cal.App.4th 139, 162.)

7 30. Defendant Kaiser issued a health care plan contract to Wesley, the material terms
8 of which include, without limitation, the provision that Wesley was to have timely access to
9 medically necessary diagnosis, assessment, evaluation, care and treatment.

10 31. In conflict with its own contractual obligations, Kaiser breached its duty of good
11 faith and fair dealing owed to Wesley by failing to provide him with prompt and timely access to
12 medically necessary diagnosis, assessment, evaluation, care and treatment for his injuries.

13 32. Plaintiff is informed and believes and thereon alleges that Kaiser and Does 1-100,
14 inclusive, have breached their duties of good faith and fair dealing owed to plaintiff by other acts
15 or omissions of which plaintiff is presently unaware and which will be shown according to proof
16 at the time of trial.

17 33. As a proximate result of the aforementioned unreasonable and bad faith conduct
18 of defendants, plaintiff has suffered, and will continue to suffer in the future, damages under the
19 plan contract, plus interest, and other economic and consequential damages, for a total amount to
20 be shown at the time of trial.

21 34. As a further proximate result of the aforementioned wrongful conduct of
22 defendants as alleged in this cause of action, plaintiff has suffered anxiety, worry, mental, and
23 emotional distress, all to plaintiff's general damage in a sum to be determined at the time of trial.

24 35. As a further proximate result of the aforementioned wrongful conduct of
25 defendants as alleged in this cause of action, Wesley has suffered physical injury.

26 36. As a further proximate result of the unreasonable and bad faith conduct of
27 defendants as alleged in this cause of action, plaintiff was compelled to retain legal counsel and
28 expend costs in an effort to obtain the benefits due under the plan contract. Therefore, defendants

1 as alleged in this cause of action are liable to plaintiff for those attorneys' fees and litigation costs
2 reasonably necessary and incurred by plaintiff in order to obtain the plan benefits in a sum to be
3 determined at trial.

4 37. Defendants' conduct described herein was intended by the defendants to cause
5 injury to plaintiff or was despicable conduct carried on by the defendants with a willful and
6 conscious disregard of the rights of plaintiff, or subjected plaintiff to cruel and unjust hardship in
7 conscious disregard of plaintiff's rights, or was an intentional misrepresentation, deceit, or
8 concealment of a material fact known to the defendants with the intention to deprive plaintiff of
9 property, legal rights or to otherwise cause injury, such as to constitute malice, oppression or
10 fraud under California Civil Code section 3294, thereby entitling plaintiff to punitive damages in
11 an amount appropriate to punish or set an example of defendants.

12 38. Defendants' conduct described herein was undertaken by the corporate
13 defendants' officers or managing agents, identified herein as DOES 1 through 100, inclusive, who
14 were responsible for claims supervision and operations, underwriting, communications and/or
15 decisions. The aforementioned conduct of said managing agents and individuals was therefore
16 undertaken on behalf of the corporate defendants. Said corporate defendants further had advance
17 knowledge of the actions and conduct of said individuals whose action and conduct were ratified,
18 authorized, and approved by managing agents whose precise identities are unknown to plaintiff at
19 this time and are therefore identified and designated herein as DOES 1 through 100.

20 21 **SECOND CAUSE OF ACTION**

22 **(Breach of Contract)**

23 PLAINTIFF, FOR A SECOND CAUSE OF ACTION AGAINST DEFENDANT
24 KAISER AND DOES 1 THROUGH 100, INCLUSIVE, AND EACH OF THEM, FOR
25 BREACH OF CONTRACT, ALLEGES:

26 39. Plaintiff incorporates by reference each and every paragraph of the General
27 Allegations as though set forth in full in this cause of action.

28 40. Defendant Kaiser issued a health care plan contract to Wesley, the material terms

1 of which include, without limitation, that Wesley was to have timely access to medically
2 necessary diagnosis, assessment, evaluation, care and treatment.

3 41. Kaiser breached its contractual duties owed to Wesley by failing to provide him
4 with timely access to medically necessary diagnosis, assessment, evaluation, care and treatment
5 for injuries he sustained in a car accident.

6 42. Plaintiff is informed and believes and thereon alleges that Kaiser and Does 1-100,
7 inclusive, have breached their contractual duties owed to plaintiff by other acts or omissions of
8 which plaintiff is presently unaware and which will be shown according to proof at the time of
9 trial.

10 43. As a proximate result of the aforementioned unreasonable and bad faith conduct
11 of defendants, plaintiff has suffered, and will continue to suffer in the future, damages under the
12 plan contract, plus interest, and other economic and consequential damages, for a total amount to
13 be shown at the time of trial.

14 **THIRD CAUSE OF ACTION**

15 **(Violation of Business & Professions Code section 17200)**

16
17 PLAINTIFF, FOR A THIRD CAUSE OF ACTION AGAINST DEFENDANT KAISER
18 AND DEFENDANT SOUTHERN CALIFORNIA PERMANENTE GROUP FOR
19 VIOLATIONS OF BUSINESS & PROFESSIONS CODE SECTION 17200, ALLEGES:

20 44. Plaintiff incorporates by reference each and every paragraph of the General
21 Allegations as though set forth in full in this cause of action.

22 45. The Unfair Competition Law ("UCL") prohibits unfair competition, which is
23 defined as including "any unlawful, unfair or fraudulent business act or practice." (Business &
24 Professions Code section 17200.) The UCL's "purpose is to protect both consumers and
25 competitors by promoting fair competition in commercial markets for goods and services."
26 (*Kasky v. Nike, Inc.* (2002) 27 Cal.4th 939, 949.) The UCL is broadly worded, and "was
27 intentionally framed in its broad, sweeping language, precisely to enable judicial tribunals to deal
28 with the innumerable new schemes which the fertility of man's invention would contrive."

1 (*Barquis v. Merchants Collection Association* (1972) 7 Cal.3d 94, 112.)

2 46. There are four alternative types of conduct regulated by the UCL, i.e., conduct
3 which is "unlawful," "unfair," or "fraudulent."

4 (a) The unlawful prong proscribes "anything that can properly be called a business
5 practice and that at the same time is forbidden by law." (*People v. McKale*
6 (1979) 25 Cal.3d 626, 632.) In this case, Kaiser's and So Cal Permanente's
7 refusal to provide coverage for diagnosis and treatment to Wesley is unlawful
8 and unfair.

9 (b) Additionally, the institutionalizing of bias in Kaiser's medical system against
10 Wesley due to a perceived yet false implication that he is a criminal attempting
11 to use false injuries to avoid the legal process is also unlawful and unfair.

12 (c) Defendants' practice of discriminating against those who have a criminal
13 record or are perceived to be criminals in determining whether to administer
14 medical care is unlawful and unfair.

15 47. Plaintiff has suffered an injury in fact and has lost money or property as the result
16 of Kaiser and So Cal Permanente's conduct and respectfully requests that injunction against them
17 issue to enjoin them from continuing to engage in the unfair business practices alleged herein.

18 48. Plaintiff further respectfully requests that the court order any other and further
19 equitable relief deemed necessary by the court.

20 FOURTH CAUSE OF ACTION

21 (Medical Negligence)

22 PLAINTIFF FOR A FOURTH CAUSE OF ACTION AGAINST DEFENDANTS SO
23 CAL MEDICAL GROUP, VEITH, AND PATRICK AND DOES 1 THROUGH 100,
24 INCLUSIVE, AND EACH OF THEM, FOR MEDICAL NEGLIGENCE, ALLEGES:
25

26 49. Plaintiff incorporates by reference each and every paragraph of the General
27 Allegations as though set forth in full in this cause of action.

28 50. Defendants had a duty of care running to Wesley as their patient.

1 51. Defendants deviated from applicable standards of care in their profession, and
2 breached their duty to Wesley in several ways including, but not limited to, the following:

- 3 a. Providing unnecessary and unreasonable delays in diagnosing and evaluating
4 Wesley's condition on November 6, 2013 and thereafter;
- 5 b. Providing substandard medical care by failing or refusing to provide
6 appropriate diagnostic testing and evaluations on November 6, 2013 and
7 thereafter;
- 8 c. Failing to adequately review and/or disregarding MRI imaging which showed
9 that Wesley had two herniated disks requiring immediate medical intervention;
- 10 d. Telling Wesley that he is not entitled to care because he is a criminal;
- 11 e. Falsely noting in Wesley's medical records that he is a criminal;
- 12 f. Discharging Wesley from medical custody and care without providing
13 necessary medical care and without providing adequate post discharge
14 supervision.

15 52. Plaintiff reserves the right to assert other acts and omissions that amount to
16 negligence in the care and treatment rendered to Wesley by defendants, to be further set forth as
17 discovered during litigation.

18 53. The acts and omissions cited above are evidence not only for violations of the
19 applicable standard of care, but are also compelling evidence for wanton, reckless disregard on
20 the part of defendants for the health and safety of Wesley, as will be set forth in a later noticed
21 motion seeking permission to perform discovery on and to seek punitive damages.

22 54. As a direct, legal and proximate result of the negligent conduct of the named
23 defendants and each of them, Wesley has suffered physical harm, prolonged pain and suffering,
24 and emotional harm. He has also suffered economic damages in the form of loss of present and
25 future earning capacity and the need for additional medical care and the costs of suit.
26 Additionally, the negligent conduct caused Wesley to undergo more complex treatment and
27 surgeries, and permanent injuries.

28 55. The amounts to be sought for the full measure of economic and general damages

1 will be proven at the time of trial.

2
3 **FIFTH CAUSE OF ACTION**

4 **(Intentional Infliction of Emotional Distress)**

5 PLAINTIFF FOR A FIFTH CAUSE OF ACTION AGAINST DEFENDANTS SO CAL
6 MEDICAL GROUP, VEITH, AND PATRICK AND DOES 1 THROUGH 100, INCLUSIVE,
7 AND EACH OF THEM, FOR INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS,
8 ALLEGES:

9 56. Plaintiff incorporates by reference each and every paragraph of the General
10 Allegations as though set forth in full in this cause of action.

11 57. Defendants' above described actions towards plaintiff constituted an abuse of their
12 position which uniquely affords them power over the plaintiff's health interests.

13 58. Defendants knew that plaintiff, as a patient seeking health services for injuries he
14 sustained was particularly vulnerable to emotional distress.

15 59. Defendants knew that by accusing plaintiff of being a criminal, denying him
16 medical evaluation and treatment, and the other above mentioned conduct they would likely cause
17 plaintiff harm due to mental distress. Defendants' actions were outrageous.

18 60. Defendants intended to cause plaintiff emotional distress by their actions. There is
19 no factual basis for the conclusion that calling the patient a criminal, accusing him of faking
20 injuries, including pain, and weakness, all as the patient has to be bodily lifted into the car to go
21 home, cannot walk, has bilateral pain and numbness, and new weakness in one leg, was the result
22 of an accident on the part of the Kaiser staff, i.e. "a slip of the tongue" or of "an assertion meant
23 to be heard only by the staff, not by the patient" or that the MRI reading was not available to the
24 ER doctors, when it had already been told to the nurse and to Wesley. "Intent to produce an
25 outcome" means "desire or substantial certainty" that the act would produce the outcome. In this
26 case, there was intent to produce emotional distress, in the abrupt discharge from the ER based on
27 the voluble assertion that Wesley was not harmed, was a criminal, and was malingering to avoid
28 prosecution, as this outcome was desired by the ER doctor, and was substantially certain to occur

1 after these acts.

2 61. As a result of defendants' conduct, Wesley foreseeably suffered severe emotional
3 distress.

4
5 **SIXTH CAUSE OF ACTION**

6 **(Negligence/Negligent Infliction of Emotional Distress)**

7 PLAINTIFF FOR A SIXTH CAUSE OF ACTION AGAINST DEFENDANTS SO CAL
8 MEDICAL GROUP, VEITH, AND PATRICK AND DOES 1 THROUGH 100, INCLUSIVE,
9 AND EACH OF THEM, FOR NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS,
10 ALLEGES:

11 62. Plaintiff incorporates by reference each and every paragraph of the General
12 Allegations as though set forth in full in this cause of action.

13 63. Defendants owed plaintiff a duty of care as his health care providers.

14 64. Defendants negligently informed plaintiff that they were denying his care because
15 of a false assumption that plaintiff is a criminal and negligently denied such care.

16 65. Defendants' negligence was a substantial factor in causing plaintiff serious
17 emotional distress.

18
19 WHEREFORE, plaintiffs pray for judgment against defendants, and each of them, as
20 follows:

21 AS TO THE FIRST CAUSE OF ACTION:

- 22 1. For special and general damages according to proof at the time of trial;
23 2. For punitive damages;
24 3. For attorney's fees and litigation costs;
25 4. For costs of suit incurred herein; and
26 5. For such other and further relief as the Court deems just and proper.

27
28 AS TO THE SECOND CAUSE OF ACTION:

- 1 6. For special and general damages according to proof at the time of trial;
2 7. For costs of suit incurred herein; and
3 8. For such other and further relief as the Court deems just and proper.
4

5 AS TO THE THIRD CAUSE OF ACTION:

- 6 9. For injunctive relief;
7 10. For costs of suit incurred herein; and
8 11. For such other and proper relief as the Court deems just and proper.
9

10 AS TO THE FOURTH CAUSE OF ACTION:

- 11 12. For special and general damages according to proof at the time of trial;
12 13. For costs of suit incurred herein; and
13 14. For such other and proper relief as the Court deems just and proper.
14

15 AS TO THE FIFTH CAUSE OF ACTION:

- 16 15. For special and general damages according to proof at the time of trial;
17 16. For punitive damages;
18 17. For costs of suit incurred herein; and
19 18. For such other and proper relief as the Court deems just and proper.
20

21 AS TO THE SIXTH CAUSE OF ACTION:

- 22 19. For special and general damages according to proof at the time of trial;
23 20. For costs of suit incurred herein; and
24 21. For such other and proper relief as the Court deems just and proper.
25

26
27 Dated this 29th day of October 2014, at Pasadena, California.
28

LAW OFFICES OF SCOTT C. GLOVSKY
LAW OFFICES OF ARLAN A. COHEN

By: 

SCOTT C. GLOVSKY
ARLAN A. COHEN
Attorneys for Plaintiff

Courthouse News Service

10/29/2014

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial by jury.

DATED: October 28, 2014

LAW OFFICES OF SCOTT C. GLOVSKY
LAW OFFICES OF ARLAN A. COHEN

By: 

SCOTT C. GLOVSKY
ARLAN A. COHEN
Attorneys for Plaintiff

Courthouse News Service

10/28/2014

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Scott Glovsky, SBN 170477 Law Offices of Scott C. Glovsky, APC 100 East Corson Street #200 Pasadena, CA 91103 TELEPHONE NO.: (626) 243-5598 FAX NO.: (866) 243-2243 ATTORNEY FOR (Name): Plaintiff Wesley Kingsbury		FOR COURT USE ONLY FILED Superior Court of California County of Los Angeles OCT 29 2014 Sherri R. Carter, Executive Officer/Clerk By <u>Cristina Grijalva</u> Deputy Cristina Grijalva
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles STREET ADDRESS: 111 N. Hill Street MAILING ADDRESS: CITY AND ZIP CODE: Los Angeles, CA 90012 BRANCH NAME: Stanley Mosk Courthouse		
CASE NAME: KINGSBURY V. SOUTHERN CALIFORNIA PERMANENTE MEDICAL GROUP		
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)	
		CASE NUMBER BC 562280 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 PI/PD/WD (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 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 checked="" 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)
--	---	---

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): Six (6)
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: October 29, 2014

Scott Glovsky, SBN 170477
 (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

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

CM-010

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:

Kingsbury v. Southern California Permanente Medical Group, et al.

CASE NUMBER

BC 562280

**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 10 ☐ 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.

SHORT TITLE:

Kingsbury v. Southern California Permanente Medical Group, et al.

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 type="checkbox"/> A6012 Other Promissory Note/Collections Case	2., 5., 8. 2., 5.
	Insurance Coverage (18)	<input checked="" type="checkbox"/> A6015 Insurance Coverage (not complex)	1., 2., 5., 8.
	Other Contract (37)	<input type="checkbox"/> A6009 Contractual Fraud	1., 2., 3., 5.
		<input type="checkbox"/> A6031 Tortious Interference	1., 2., 3., 5.
		<input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1., 2., 3., 8.
Real Property Unlawful Detainer	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.

SHORT TITLE:

Kingsbury v. Southern California Permanente Medical Group, et al.

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:

Kingsbury v. Southern California Permanente Medical Group, et al

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. <input type="checkbox"/> 1. <input checked="" type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input checked="" type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input checked="" type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10.			ADDRESS: 393 East Walnut Street
CITY: Pasadena	STATE: CA	ZIP CODE: 91188	

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: October 28, 2014

(SIGNATURE OF ATTORNEY/FILING PARTY)

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.

10/29/2014