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**FILED**  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF RIVERSIDE

DEC 19 2014

R. Alessandro

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Attorney for Plaintiff, HELEN HARGRAVE

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**COUNTY OF RIVERSIDE**

**RIC 1412360**

HELEN HARGRAVE,

CASE NO.

Plaintiff,

**COMPLAINT FOR**

vs.

1. NEGLIGENCE
2. PREMISES LIABILITY
3. VICARIOUS LIABILITY/RESPONDEAT SUPERIOR
4. NEGLIGENT HIRING, SUPERVISION, RETENTION, AND TRAINING
5. MEDICAL MALPRACTICE
6. FRAUDULENT INDUCMENT
7. INTENTIONAL MISREPRESENTATION
8. NEGLIGENT MISREPRESENTATION
9. BREACH OF FIDUCIARY DUTY
10. ELDER ABUSE
11. MEDICAL BATTERY
12. LACK OF INFORMED CONSENT
13. **BUSINESS AND PROFESSION CODE § 17200** VIOLATION

KAISER FOUNDATION HEALTH PLAN, INC.;  
KAISER FOUNDATION HOSPITALS;  
SOUTHERN CALIFORNIA PERMANENTE  
MEDICAL GROUP DOES 1 to 260, Inclusive

Defendants.

Plaintiff HELEN HARGRAVE alleges as follows:

1. Plaintiff HELEN HARGRAVE (PLAINTIFF) is an individual, residing in Moreno Valley, California.
2. Defendant Kaiser Foundation Health Plan, Inc. is a corporation or business entity of unknown form, doing business in the County of Riverside, California, at 27300 Iris Avenue, Moreno Valley, California, 92555, which is the location wherein the injuries and damages occurred.
3. Defendant Kaiser Foundation Hospitals is a corporation or business entity of unknown form, doing business in the County of Riverside, California, at 27300 Iris Avenue, Moreno Valley, California, 92555.
4. Defendant Southern California Permanente Group is a corporation or business entity of unknown form, doing business in the County of Riverside, California, at 27300 Iris Avenue, Moreno Valley, California, 92555.

1 5. Defendants Kaiser Foundation Health Plan, Inc., Kaiser Foundation Hospitals, Southern California  
2 Permanente Group, and DOES 1 through 5 are herein collectively referred to as "KAISER".

3 6. PLAINTIFF is informed and believes and thereon alleges that, at various times herein mentioned, each  
4 of the defendants was the agent, servant, representative employee or independent contractor of each of  
5 the remaining defendants and, in engaging in certain acts hereinafter alleged, was acting within the  
6 course and scope of said agency, service, representation, or employment and materially assisted the  
7 other defendants. PLAINTIFF is further informed and believes and thereon alleges that each of the  
8 defendants ratified the acts of the remaining defendants.

9 7. PLAINTIFF is ignorant of the names and capacities of DOES 1 through 260 and sues them as DOES  
10 1 through 260, inclusive. PLAINTIFF will amend this action to allege these DOE Defendants' names and  
11 capacities when ascertained. Each of the defendants herein is responsible in some manner for the  
12 occurrences, injuries, and damages herein, and that the damages were directly and proximately caused  
13 by these defendants' acts and omissions. Each defendant herein was the agent of each of the remaining  
14 defendants, and in doing the things alleged herein were acting within the course of their employment and  
15 agency. Plaintiff will seek leave of court to amend this Complaint to show the true names and capacities  
16 of the defendants designated herein as DOES when the same have been ascertained.

## 18 STATEMENT OF FACTS

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20 8. On or about December 21, 2012, PLAINTIFF, HELEN HARGRAVE, (Age 80) was admitted to KAISER  
21 located at 27300 Iris Avenue, Moreno Valley, California, 92555, to be treated for dysphagia. PLAINTIFF  
22 signed an arbitration agreement to resolve all disputes with KAISER in the event any complications arose.

23 9. While PLAINTIFF was at KAISER, she was ill, feeble and medicated, and placed on a gurney.

24 10. While PLAINTIFF was on the gurney in an ill, feeble and medicated state, she fell off the gurney and  
25 sustained injuries included but not limited to nondisplaced hip, subcapital femoral neck fracture, which  
26 required further medical treatment in the form of an open reduction internal fixation surgery, as well as a  
27 further hospital stay and additional medical treatment after her discharge on or about January 1, 2013.

28 11. On or about On December 3, 2013, Plaintiff served notice pursuant to **California Code of Civil**

11. On or about On December 3, 2013, Plaintiff served notice pursuant to California Code of Civil Procedure §364, to the "KAISER" Defendants and each of them, of her intention to sue "KAISER" for their professional negligence. A copy of the 90 Day Notice Pursuant to CCP § 364 and proofs of services are collectively attached as "EXHIBIT ONE", and is incorporated by this reference as if set forth in full extending the statute of limitations to March 3, 2014.

12. On February 20, 2014, Plaintiff HELEN HARGRAVE, served a Demand For Arbitration in pursuant of The Arbitration Agreement she signed have the matter arbitrated pursuant to "KAISER'S" arbitration program. The Demand for Arbitration and Defendants "KAISER" signed return receipt is collectively attached as Plaintiff's "EXHIBIT TWO", and incorporated by this reference as if set forth in full.

13. Plaintiff, HELEN HARGRAVE, has been diligent in securing an arbitration date, selection of arbitrators, in attempting to resolve this matter without the necessity of filing a summons and complaint and litigating this matter in court, and as of the filing of the summons and complaint, it is apparent Defendants had no intention of honoring the arbitration agreement. Thus, due to the KAISER defendants' fraud in the inducement, misrepresentations, concealment and false promises, in not honoring their arbitration agreement, the applicable statute of limitations were tolled.

#### FIRST CAUSE OF ACTION

FOR NEGLIGENCE AGAINST KAISER FOUNDATION HEALTH PLAN, INC.;

KAISER FOUNDATION HOSPITALS; SOUTHERN CALIFORNIA PERMANENTE

MEDICAL GROUP; and DOES 1 through 20, inclusive)

14. PLAINTIFF realleges and incorporates by reference all of the allegations set for in Paragraphs 1 through 13 as though fully set forth herein.

15. On December 21, 2012, PLAINTIFF alleges that defendants "KAISER" and Does 1 to 20, was the legal (proximate) cause of damages to PLAINTIFF.

16. By the following acts or omissions to act, defendants "KAISER", and DOES 1 to 20 and each of them, negligently caused the damage to Plaintiff at 27300 Iris Avenue, Moreno Valley, California, and KAISER AND DOES 1 to 20, were negligent.

1 reasonable care in maintaining their premises and failed to make reasonable inspection of the equipment  
2 and premises, which were open to PLAINTIFF and the public, and failed to take reasonable precautions  
3 to discover and make safe a dangerous condition on the premises.

4 18. Said Defendants "KAISER" and DOES 1 to 20, and each of them, failed to give PLAINTIFF a  
5 reasonable and adequate warning of a dangerous condition so PLAINTIFF could have avoided  
6 foreseeable harm.

7 19. As a result of the above, PLAINTIFF sustained injuries and damages when the bed rail collapsed  
8 causing PLAINTIFF to fall to the ground injuring her including but not limited to her hip and neck requiring  
9 surgery and a further hospital stay.

10 20. As a direct and proximate result of defendants "KAISER" and DOES 1 to 20, and each of them, for  
11 negligence and carelessness, PLAINTIFF was hurt and injured in her health, strength, and activity,  
12 sustaining injuries to her person and nervous system, all of which said injuries have caused and continue  
13 to cause her great physical and mental pain and suffering. The sum of Plaintiff's injuries is unknown at  
14 this time, and accordingly, Plaintiff will offer proof of such damages at the time of trial.

15 21. As a further and proximate result of the negligence of defendant "KAISER" and DOES 1 to 20, and  
16 each of them, PLAINTIFF was required to and did employ physicians, surgeons, nurses and other health  
17 care professionals to examine, treat and care for him and did incur and will continue to incur medical and  
18 incidental expenses. The exact amount of said expenses is unknown to PLAINTIFF at this time.

19 PLAINTIFF will prove the exact amount at the time of trial.

20 22. As a further proximate result of the negligence and carelessness of defendants "KAISER", and DOES  
21 1 to 20, and each of them, PLAINTIFF has suffered loss of earnings. The exact amount of said losses  
22 are unknown to PLAINTIFF at this time. PLAINTIFF will prove the exact amount at the time of trial.

23 23. As a further proximate result of negligence and carelessness of defendants "KAISER", and DOES 1  
24 to 20, and each of them, PLAINTIFF has suffered a loss of earning capacity. The exact amount of said  
25 loss of earning capacity is unknown to PLAINTIFF at this time. PLAINTIFF will prove the exact amount at  
26 the time of trial.

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28 24. As a further proximate result of the negligence and carelessness of Defendants "KAISER", and

DOES 1 to 20, and each of them, PLAINTIFF has suffered and continues to suffer great emotional distress and trauma.

## SECOND CAUSE OF ACTION

(FOR PREMISES LIABILITY AGAINST KAISER FOUNDATION HEALTH PLAN,  
INC.; KAISER FOUNDATION HOSPITALS; SOUTHERN CALIFORNIA PERMANENTE  
MEDICAL GROUP; and DOES 21 through 40, inclusive)

25. PLAINTIFF realleges and incorporates by reference all of the allegations set for in Paragraphs 1 through 24 as though fully set forth herein.

26. At said time and place, defendants KAISER, and DOES 21 to 40, and each of them, failed to use reasonable care in maintaining their premises and failed to make a reasonable inspection of the equipment and premises, which were open to the PLAINTIFF and the public, and failed to take reasonable precautions to discover and make safe a dangerous condition on the premises.

27. Said Defendants "KAISER", and DOES 1 TO 40, and each of them, also failed to give PLAINTIFF a reasonable and adequate warning of a dangerous condition so PLAINTIFF could have avoided foreseeable harm.

28. As a result of the above, PLAINTIFF sustained injuries and damages when the bed rail collapsed causing PLAINTIFF to fall to the ground injuring her including but not limited to her hip and neck requiring surgery and a further hospital stay.

29. As a direct and proximate result of defendants "KAISER", and DOES 21 to 40, and each of them, negligence and carelessness of Defendants "KAISERS", and DOES 21 to 40, and each of them, PLAINTIFF was hurt and injured in her health, strength, and activity, sustaining injuries to her person and nervous system, all of which said injuries have caused and continue to cause her great physical and mental pain and suffering. The sum of Plaintiff's injuries is unknown at this time, and accordingly, Plaintiff will offer proof of such damages at the time of trial.

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30. As a further and proximate result of the negligence of the Defendants "KAISER" and DOES 21 to 40,



1 and each of them, PLAINTIFF was required to and did employ physicians, surgeons, nurses and other  
2 health care professionals to examine, treat and care for him and did incur and will continue to incur  
3 medical and incidental expenses. The exact amount of said expenses is unknown to PLAINTIFF at this  
4 time. PLAINTIFF will prove the exact amount at the time of trial.

5 31. As a further proximate result of the negligence and carelessness of Defendants "KAISER", and  
6 DOES 21 to 40, and each of them, PLAINTIFF has suffered loss of earnings. The exact amount of said  
7 losses are unknown to PLAINTIFF at this time. PLAINTIFF will prove the exact amount at the time of trial.

8 32. As a further proximate result of negligence and carelessness of Defendants "KAISER", and DOES 21  
9 to 40, and each of them, PLAINTIFF has suffered a loss of earning capacity. The exact amount of said  
10 loss of earning capacity is unknown to PLAINTIFF at this time. PLAINTIFF will prove the exact amount at  
11 the time of trial.

12 33. As a further proximate result of the negligence and carelessness of Defendants "KAISER", and  
13 DOES 21 to 40, and each of them, PLAINTIFF has suffered and continues to suffer great emotional  
14 distress and trauma.

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16 THIRD CAUSE OF ACTION

17 (FOR RESPONDEAT SUPERIOR /VICARIOUS LIABILITY AGAINST KAISER

18 FOUNDATION HEALTH PLAN, INC.; KAISER FOUNDATION HOSPITALS;

19 SOUTHERN CALIFORNIA PERMANENTE MEDICAL GROUP;

20 and DOES 41 through 60, inclusive)

21  
22 34. PLAINTIFF repeats and incorporates by reference paragraphs 1 through 33 inclusive of this  
23 Complaint.

24 35. On December 21, 2012, while PLAINTIFF was lying on gurney at the Defendants' "KAISER" hospital,  
25 defendants' "KAISERS'" administrators, doctors, nurses, orderlies, technicians, employees, medical staff,  
26 independent contractors, and/or agents so negligently failed to make a reasonable inspection of the  
27 equipment and premises, and failed to fasten, latch, operate, and maintain the gurney that it failed to hold  
28 PLAINTIFF securely.

1 36. As a direct and proximate result of defendants "KAISERS" administrators, doctors, nurses, orderlies,  
2 technicians, employees, medical staff, independent contractors, and/or agents negligence and  
3 carelessness of Defendants "KAISERS", and DOES 41 to 60, and each of them, PLAINTIFF was hurt  
4 and injured in her health, strength, and activity, sustaining injuries to her person and nervous system, all  
5 of which said injuries have caused and continue to cause her great physical and mental pain and  
6 suffering. The sum of Plaintiff's injuries is unknown at this time, and accordingly, Plaintiff will offer proof of  
7 such damages at the time of trial.

8 37. As a further and proximate result of the negligence of the Defendants "KAISER", and DOES 41 to 60,  
9 and each of them, PLAINTIFF was required to and did employ physicians, surgeons, nurses and other  
10 health care professionals to examine, treat and care for him and did incur and will continue to incur  
11 medical and incidental expenses. The exact amount of said expenses is unknown to PLAINTIFF at this  
12 time. PLAINTIFF will prove the exact amount at the time of trial.

13 38. As a further proximate result of the negligence and carelessness of Defendants "KAISER", and  
14 DOES 41 to 60, and each of them, PLAINTIFF has suffered loss of earnings. The exact amount of said  
15 losses are unknown to PLAINTIFF at this time. PLAINTIFF will prove the exact amount at the time of trial.

16 39. As a further proximate result of negligence and carelessness of Defendants "KAISER", and DOES 1  
17 to 60, and each of them, PLAINTIFF has suffered a loss of earning capacity. The exact amount of said  
18 loss of earning capacity is unknown to PLAINTIFF at this time. PLAINTIFF will prove the exact amount at  
19 the time of trial.

20 40. As a further proximate result of the negligence and carelessness of Defendants "KAISER", and  
21 DOES 1 to 60, and each of them, PLAINTIFF has suffered and continues to suffer great emotional  
22 distress and trauma.

23 41. As the employers for Defendants "KAISER" administrators, employees, and or agents each  
24 Defendant is alleged to have done acts alleged within the course and scope of that agency and  
25 employment.

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FOURTH CAUSE OF ACTION  
(FOR NEGLIGENT HIRING, SUPERVISION, TRAINING AND RETENTION  
AGAINST KAISER FOUNDATION HEALTH PLAN, INC.; KAISER FOUNDATION  
HOSPITALS; SOUTHERN CALIFORNIA PERMANENTE MEDICAL GROUP;  
and DOES 61 through 80, inclusive)

42. PLAINTIFF repeats and incorporates by reference paragraphs 1 through 41, inclusive of this Complaint.

43. At all times mentioned herein, Defendants "KAISER", and DOES 61 to 81, and each of them, had a duty to hire, train, supervise, and evaluate their administrators, employees, doctors, nurses, medical staff, technicians, orderlies, janitors, and/or agents to properly equip, maintain, their gurneys in a careful, safe and prudent manner so as to avoid harm to others, including plaintiff.

44. Defendants "KAISER" and DOES 61 to 80, and each of them, breached their duty by failing to hire, train, supervise and evaluate their personnel and medical staff and properly equip, maintain, their gurneys, with care, among other acts of negligence, in a careful, safe and prudent manner.

45. Defendants "KAISER", and DOES 61 to 80, and each of them, knew, or should have known, that agents, personnel and medical staff would likely to operate their hospital in a negligent and reckless manner.

46. Defendants "KAISER", and DOES 61 to 80, and each of them, knew, or should have known, that their administrators, employees, medical staff, and/or agents and personnel were not competent or fit for the duties required of them as an employee and/or agent. Defendants "KAISER" and DOES 61 to 80, breached their duty to use reasonable care to select, retain and supervise their employees and knew their employees and/or agents were incompetent and unfit for the position.

47. As a result of Defendants "KAISER'S", and DOES 61 to 80, and each of them, negligence in hiring, retaining and supervising and training their agents, employees, independent contractors, Plaintiff was injured as alleged. The defendants "KAISER" and DOES 61 to 80, and each of them, hospitals failed to use reasonable care toward PLAINTIFF, and Defendant "KAISER" hospitals, and DOES 61 to 80, failed to provide procedures, policies, facilities, supplies, and qualified personnel reasonably necessary for the



1 treatment of PLAINTIFF.

2 48. That Defendants "KAISER'S" and DOES 61 to 80, and each of them, negligence in hiring,  
3 supervising and/or training their administrators, medical staff, employees and/or agents, and or  
4 independent contractors was a substantial factor in causing PLAINTIFF'S harm.

5 49. As a proximate result of the negligence and carelessness of Defendants "KAISER", and DOES 61 to  
6 80, and each of them, PLAINTIFF was hurt and injured in her health, strength, and activity, sustaining  
7 injuries to her person and nervous system, all of which said injuries have caused and continue to cause  
8 her great physical and mental pain and suffering. Said injuries have resulted in permanent disability to  
9 PLAINTIFF. The sum of PLAINTIFF'S injuries is unknown at this time, and accordingly, PLAINTIFF will  
10 offer proof of such damages at the time of trial.

11 50. As a further and proximate result of the negligence of the Defendants "KAISER", and DOES 61 to 80,  
12 and each of them, PLAINTIFF was required to and did employ physicians, surgeons, nurses and other  
13 health care professionals to examine, treat and care for her and did incur and will continue to incur  
14 medical and incidental expenses. The exact amount of said expenses is unknown to PLAINTIFF at this  
15 time. PLAINTIFF will prove the exact amount at the time of trial.

16 51. As a further proximate result of the negligence and carelessness of Defendants "KAISER", and  
17 DOES 61 to 80, and each of them, PLAINTIFF has suffered loss of earnings. The exact amount of said  
18 losses are unknown to PLAINTIFF at this time. PLAINTIFF will prove the exact amount at the time of trial.

19 52. As a further proximate result of negligence and carelessness of Defendants "KAISER", and DOES 61  
20 to 80, and each of them, PLAINTIFF has suffered a loss of earning capacity. The exact amount of said  
21 loss of earning capacity is unknown to PLAINTIFF at this time. PLAINTIFF will prove the exact amount at  
22 the time of trial.

23 53. As a further proximate result of the negligence and carelessness of Defendants "KAISER", and  
24 DOES 61 to 80, and each of them, PLAINTIFF has suffered and continues to suffer great emotional  
25 distress and trauma.

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FIFTH CAUSE OF ACTION  
  
(FOR MEDICAL MALPRACTICE AGAINST KAISER FOUNDATION HEALTH  
PLAN, INC.; KAISER FOUNDATION HOSPITALS; SOUTHERN CALIFORNIA  
PERMANENTE MEDICAL GROUP; and DOES 81 through 100, inclusive)

54. PLAINTIFF repeats and incorporates by reference paragraphs 1 through 53, inclusive of this Complaint.

55. Defendants "KAISER" and DOES 81 to 100, and each of them, hired, retained, supervised, and/or trained its administrators, doctors, nurses, orderlies, technicians, employees, medical staff and/or agents to render medical services to PLAINTIFF on December 21, 2012.

56. At the time PLAINTIFF sought the professional services of KAISER, KAISER maintained their hospital and held themselves out to the general public as competent and skilled in rendering medical services.

57. PLAINTIFF relied upon said representations of skill and competency when admitted to the KAISER hospital to examine and treat her.

58. On or about December 21, 2012, Defendants "KAISER", and DOES 81 to 100, and each of them, jointly and individually, negligently failed to exercise the proper degree of knowledge, skill and competence in examining, diagnosing, treating, and caring for PLAINTIFF by incompetently and negligently failing to properly monitoring securing, fastening, and keeping PLAINTIFF on the gurney.

59. The defendants "KAISER" and DOES 81 TO 100, and each of them, hospitals failed to use reasonable care toward PLAINTIFF, and Defendant "KAISER" hospitals and DOES 81 TO 100, and each of them, failed to provide procedures, policies, facilities, supplies, and qualified personnel reasonably necessary for the treatment of PLAINTIFF. PLAINTIFF'S harm ordinarily would not have occurred unless someone was negligent and that harm occurred while PLAINTIFF was under the care and control of Defendant's "KAISER", and DOES 81 TO 100, and each of them, and PLAINTIFF'S voluntary actions, if any, did not cause or contribute to the events that harmed her.

60. As a proximate result of the negligence of Defendants "KAISER", and DOES 81 to 100, and each of them, PLAINTIFF suffered serious bodily injury as a result of the Defendants KAISER" and DOES 81 TO

1 100, and each of them, misadministration, mistreatment, and failed policies.

2 61. As a further proximate result of the negligence of Defendants "KAISER", and DOES 81 to 100, and  
3 each of them, PLAINTIFF has sustained damage to her health, strength and activity, all of which injuries  
4 have caused and continue to cause, PLAINTIFF'S great mental, physical and nervous pain and suffering.  
5 PLAINTIFF will seek leave of Court to amend this Complaint to set forth the full amount of damage  
6 sustained as a result thereof when ascertained.

7 62. As a further proximate result of negligence of Defendants "KAISER", and DOES 81 to 100, and each  
8 of them, PLAINTIFF has sustained, and will continue to sustain, disabling, serious and permanent  
9 physical injuries, all to PLAINTIFF'S general damage in an amount presently unascertainable.  
10 PLAINTIFF will seek leave of Court to amend this Complaint to set forth the full amount of damage when  
11 ascertained.

12 63. As a further proximate result of the negligence of Defendants "KAISER", and DOES 81 to 100, and  
13 each of them, PLAINTIFF has incurred medical, hospital and related expenses in a sum presently  
14 unascertainable. PLAINTIFF will seek leave of Court to amend this Complaint to set forth the full amount  
15 of damage when ascertained.

16 64. As a further proximate result of the negligence of Defendants "KAISER", and DOES 81 to 100, and  
17 each of them, PLAINTIFF will in the future incur medical, hospital and related expenses, the exact nature  
18 and extent of which are currently unknown to PLAINTIFF. PLAINTIFF will seek leave of Court to amend  
19 this Complaint to set forth the full amount of damage when ascertained.

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21 SIXTH CAUSE OF ACTION

22 (FOR FRAUDULENT INDUCEMENT AGAINST KAISER FOUNDATION HEALTH  
23 PLAN, INC.; KAISER FOUNDATION HOSPITALS; SOUTHERN CALIFORNIA  
24 PERMANENTE MEDICAL GROUP; and DOES 101 through 120, inclusive)  
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26 65. PLAINTIFF repeats and incorporates by reference paragraphs 1 through 64, inclusive of this  
27 Complaint.

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1 66. PLAINTIFF was treated at "KAISER" on December 21, 2012. Prior to admission, and treatment for  
2 services, PLAINTIFF signed an arbitration agreement with "KAISER".

3 67. PLAINTIFF signed the agreement in good faith and reasonable assurance that the "KAISER"  
4 defendants would honor the arbitration agreement and treat her fair and reasonably if she was  
5 mistreated, misdiagnosed or injured during her medical procedure.

6 68. All the while the "KAISER" defendants, and DOES 101 to 120, and each of them, knew it would not  
7 honor the arbitration agreement if something should go wrong during PLAINTIFF'S medical procedure,  
8 either by false representation, concealment or nondisclosure.

9 69. The "KAISER" defendants, and DOES 101 to 120, and each of them, knew these representations  
10 were false, and it had a legal duty to disclose these facts to PLAINTIFF before she signed the arbitration  
11 agreement.

12 70. All the while "KAISER" defendants, and DOES 101 to 120, and each of them, knew they would not  
13 honor the arbitration agreement or provide her with a timely appointment of arbitrators and the  
14 expeditious progress towards an arbitration hearing.

15 71. That "KAISER" defendants, and DOES 101 to 120, and each of them, employed the above  
16 representations, concealment and nondisclosures in order to induce reliance by PLAINTIFF.

17 72. PLAINTIFF justifiably relied on the representations made to her in the admitting room, and after she  
18 read the arbitration agreement.

19 73. As a result of the "KAISER" Defendants, and DOES 101 to 120, dilatory tactics in not honoring the  
20 arbitration agreement, by not providing a timely list of arbitrators or moving towards the timely expeditious  
21 process towards an arbitration hearing, PLAINTIFF relied on these misrepresentations, omissions, or  
22 nondisclosure to her detriment.

23 74. As a proximate result of the negligence of Defendants "KAISER", and DOES 101 to 120, and each of  
24 them, PLAINTIFF suffered serious bodily injury as a result of the Defendants KAISER" and DOES 81 TO  
25 100, and each of them, misadministration, mistreatment, and failed policies.

26 75. As a further proximate result of the negligence of Defendants "KAISER", and DOES 101 to 120, and  
27 each of them, PLAINTIFF has sustained damage to her health, strength and activity, all of which injuries  
28 have caused and continue to cause, PLAINTIFF'S great mental, physical and nervous pain and suffering.

1 PLAINTIFF will seek leave of Court to amend this Complaint to set forth the full amount of damage  
2 sustained as a result thereof when ascertained.

3 76. As a further proximate result of negligence of Defendants "KAISER", and DOES 101 to 120, and  
4 each of them, PLAINTIFF has sustained, and will continue to sustain, disabling, serious and permanent  
5 physical injuries, all to PLAINTIFF'S general damage in an amount presently unascertainable.

6 PLAINTIFF will seek leave of Court to amend this Complaint to set forth the full amount of damage when  
7 ascertained.

8 77. As a further proximate result of the negligence of Defendants "KAISER", and DOES 101 to 120, and  
9 each of them, PLAINTIFF has incurred medical, hospital and related expenses in a sum presently  
10 unascertainable. PLAINTIFF will seek leave of Court to amend this Complaint to set forth the full amount  
11 of damage when ascertained.

12 78. As a further proximate result of the negligence of Defendants "KAISER", and DOES 101 to 120, and  
13 each of them, PLAINTIFF will in the future incur medical, hospital and related expenses, the exact nature  
14 and extent of which are currently unknown to PLAINTIFF. PLAINTIFF will seek leave of Court to amend  
15 this Complaint to set forth the full amount of damage when ascertained.

16 79. PLAINTIFF had to institute the present action to compel KAISER and the KAISER defendants, and  
17 defendants DOES 101 to 120, and each of them, to honor their arbitration contract.

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19 SEVENTH CAUSE OF ACTION

20 (FOR INTENTIONAL MISREPRESENTATION AGAINST KAISER FOUNDATION  
21 HEALTH PLAN, INC.; KAISER FOUNDATION HOSPITALS; SOUTHERN CALIFORNIA  
22 PERMANENTE MEDICAL GROUP; and DOES 121 through 140, inclusive)

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24 80. PLAINTIFF repeats and incorporates by reference paragraphs 1 through 79, inclusive of this  
25 Complaint.

26 81. PLAINTIFF was treated at "KAISER" on December 21, 2012. Prior to admission, and treatment for  
27 services, PLAINTIFF signed an arbitration agreement with "KAISER".

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1 82. PLAINTIFF signed the agreement in good faith and reasonable assurance that the "KAISER"  
2 defendants would honor the arbitration agreement and treat her fair and reasonably if she was  
3 mistreated, misdiagnosed or injured during her medical procedure.

4 83. All the while the "KAISER" defendants, and DOES 121 to 140, and each of them, knew it would not  
5 honor the arbitration agreement if something should go wrong during PLAINTIFF'S medical procedure,  
6 either by false representation, concealment or nondisclosure.

7 84. The "KAISER" defendants, and DOES 121 to 140, knew these representations were false, and it had  
8 a legal duty to disclose these facts to PLAINTIFF before she signed the arbitration agreement.

9 85. All the while KAISER defendants, and DOES 121 to 140, knew they would not honor the arbitration  
10 agreement or provide her with a timely appointment of arbitrators and the expeditious progress towards  
11 an arbitration hearing.

12 86. That defendants "KAISER", and DOES 121 to 140, and each of them, employed the above  
13 representations, concealment, nondisclosures and false promises in order to induce reliance by  
14 PLAINTIFF.

15 87. PLAINTIFF justifiably relied on the representations made to her in the admitting room, and after she  
16 read the arbitration agreement.

17 88. As a result of the "KAISER" Defendants, and DOES 121 to 140, and each them, dilatory tactics in not  
18 honoring the arbitration agreement, by not providing a timely list of arbitrators or moving towards the  
19 timely expeditious process towards an arbitration hearing, PLAINTIFF relied on these misrepresentations,  
20 omissions, or nondisclosure to her detriment.

21 89. PLAINTIFF had to institute the present action to compel KAISER and the KAISER defendants to  
22 honor their arbitration contract.

23 90. As a further proximate result of the misrepresentations, omissions, nondisclosures and false  
24 promises, made by KAISER Defendants, and DOES 121 to 140, and each of them, PLAINTIFF has  
25 sustained injury to her health, strength and activity, all of which injuries have caused, and continue to  
26 cause, PLAINTIFF great mental, physical nervous pain and suffering. PLAINTIFF will seek leave of court  
27 to amend this complaint to set forth the full amount of damages sustained as a result thereof when  
28 ascertained.

1 91. As a further proximate result of the misrepresentations, omissions, nondisclosures and false  
2 promises, made by KAISER Defendants, and DOES 121 to 140, and each of them, PLAINTIFF has  
3 sustained, disabling, serious and permanent physical and emotional injuries all to PLAINTIFF'S general  
4 damage in an amount presently unascertainable. PLAINTIFF will seek leave of court to amend this  
5 complaint to set forth the full amount of damages sustained as a result thereof when ascertained.

6 92. As a further proximate result of the misrepresentations, omissions, nondisclosures and false  
7 promises, made by KAISER Defendants, and DOES 121 to 140, PLAINTIFF has incurred medical,  
8 hospital, psychological and related expenses in a sum presently unascertainable. PLAINTIFF will seek  
9 leave of court to amend this complaint to set forth the full amount of damages sustained as a result  
10 thereof when ascertained.

11 93. As a further proximate result of the misrepresentations, omissions, nondisclosures and false  
12 promises, made by KAISER Defendants, and DOES 121 to 140, PLAINTIFF will in the future incur  
13 medical, hospital, psychological and related expenses, the exact nature and extent which are currently  
14 unknown to Plaintiffs. PLAINTIFF will seek leave of court to amend this complaint to set forth the full  
15 amount of damages sustained as a result thereof when ascertained.

16  
17 EIGHTH CAUSE OF ACTION

18 (FOR NEGLIGENT MISREPRESENTATION AGAINST KAISER FOUNDATION

19 HEALTH PLAN, INC.; KAISER FOUNDATION HOSPITALS; SOUTHERN

20 CALIFORNIA PERMANENTE MEDICAL GROUP; and DOES 141

21 through 160, inclusive)  
22

23 94. PLAINTIFF repeats and incorporates by reference paragraphs 1 through 93, inclusive of this  
24 Complaint.

25 95. PLAINTIFF was treated at "KAISER" on December 21, 2012. Prior to admission, and treatment for  
26 services, PLAINTIFF signed an arbitration agreement with "KAISER".

27 96. PLAINTIFF signed the agreement in good faith and reasonable assurance that the "KAISER"  
28 defendants would honor the arbitration agreement and would treat PLAINTIFF fairly and reasonably if

1 PLAINTIFF was mistreated, misdiagnosed or injured during her medical procedure.

2 97. When "KAISER" defendants made these representations, they had no reasonable ground for  
3 believing them to be true.

4 98. The "KAISER" defendants made these representations, they had a legal duty to disclose these facts  
5 to PLAINTIFF before she signed the arbitration agreement.

6 99. All the while KAISER defendants made these representations, were ignorant of the falsity of  
7 DEFENDANTS' "KAISERS" representations and believed them to be true, that DEFENDANTS' "KAISER"  
8 would not honor the arbitration agreement or provide her with a timely appointment of arbitrators and the  
9 expeditious progress towards an arbitration hearing.

10 100. That "KAISER" employed the above representations, with the intention of inducing PLAINTIFF to  
11 undergo treatment with KAISER, all the while knowing the arbitration procedure would not be carried out.

12 101. PLAINTIFF justifiably relied on the representations made to her in the admitting room, and after she  
13 read the arbitration agreement, all of which PLAINTIFF would not have agreed to had PLAINTIFF known  
14 the actual facts.

15 102. As a result of the "KAISER" Defendants dilatory tactics in not honoring the arbitration agreement, by  
16 not providing a timely list of arbitrators or moving towards the timely expeditious process towards an  
17 arbitration hearing, PLAINTIFF relied on these misrepresentations, omissions, or nondisclosure to her  
18 detriment.

19 103. PLAINTIFF had to institute the present action to compel KAISER and the KAISER defendants to  
20 honor their arbitration contract.

21 104. As a further proximate result of the misrepresentations, made by KAISER Defendants, PLAINTIFF  
22 has sustained injury to her health, strength and activity, all of which injuries have caused, and continue to  
23 cause, PLAINTIFF great mental, physical nervous pain and suffering. PLAINTIFF will seek leave of court  
24 to amend this complaint to set forth the full amount of damages sustained as a result thereof when  
25 ascertained.

26 105. As a further proximate result of the misrepresentations made by KAISER Defendants, PLAINTIFF  
27 has sustained, disabling, serious and permanent physical and emotional injuries all to PLAINTIFF'S  
28 general damage in an amount presently unascertainable. PLAINTIFF will seek leave of court to amend

1 this complaint to set forth the full amount of damages sustained as a result thereof when ascertained.

2 106. As a further proximate result of the misrepresentations made by KAISER Defendants, PLAINTIFF  
3 has incurred medical, hospital, psychological and related expenses in a sum presently unascertainable.  
4 PLAINTIFF will seek leave of court to amend this complaint to set forth the full amount of damages  
5 sustained as a result thereof when ascertained.

6 107. As a further proximate result of the misrepresentations made by KAISER Defendants, PLAINTIFF  
7 will in the future incur medical, hospital, psychological and related expenses, the exact nature and extent  
8 which are currently unknown to Plaintiff. PLAINTIFF will seek leave of court to amend this complaint to  
9 set forth the full amount of damages sustained as a result thereof when ascertained.

10  
11 NINTH CAUSE OF ACTION

12 (FOR BREACH OF FIDUCIARY DUTY AGAINST KAISER FOUNDATION HEALTH  
13 PLAN, INC.; KAISER FOUNDATION HOSPITALS; SOUTHERN CALIFORNIA  
14 PERMANENTE MEDICAL GROUP; and DOES 161 through 180, inclusive)  
15

16 108. PLAINTIFF repeats and incorporates by reference paragraphs 1 through 107, inclusive of this  
17 Complaint.

18 109. By virtue of their "healthcare provider/patient relationship with PLAINTIFF, DEFENDANTS  
19 "KAISER", and DOES 161 to 180, and each of them, owed a fiduciary duty to PLAINTIFF to disclose the  
20 facts set forth above.

21 110. DEFENDANTS KAISER, and DOES 161 to 180, and each of them, intentionally breached the  
22 aforesaid fiduciary duty to disclose the following information to PLAINTIFF. Said breaches were  
23 financially motivated and intentional, and directly and legally resulted in PLAINTIFF'S damages.

24 111. By virtue of the foresaid, DEFENDANT "KAISER" and DOES 161 to 180, each of them, have acted  
25 with fraud and an award of general damage for PLAINTIFF'S pain and suffering, and an assessment of  
26 punitive damages in the sum according to proof at trial is justified and appropriate. In addition  
27 DEFENDANT "KAISER" and DOES 161 to 180, and each of them acted despicably and with  
28 recklessness, oppression, and malice, punitive damages, should be assess for that reason.

TENTH CAUSE OF ACTION  
(FOR ELDER ABUSE AGAINST KAISER FOUNDATION HEALTH  
PLAN, INC.; KAISER FOUNDATION HOSPITALS; SOUTHERN CALIFORNIA  
PERMANENTE MEDICAL GROUP; and DOES 181 through 200, inclusive)

112. PLAINTIFF repeats and incorporates by reference paragraphs 1 through 111, inclusive of this Complaint.

113. PLAINTIFF was at all times herein over 65 years of age.

114. At all times herein, each of the DEFENDANTS "KAISER", and DOES 181 to 200, and each of them, had care or custody of PLAINTIFF.

115. By virtue of the foregoing, DEFENDANTS "KAISER", and DOES 181 to 200, and each of them have committed neglect as defined by Welf. & Ins. Code §15610.57.

116. During the aforesaid periods during which DEFENDANTS "KAISER" and DOES 181 to 200, and each of them, had care or custody of the PLAINTIFF, she was deprived of that care, custody, among other things, and accordingly have engaged in "physical abuse" as defined at Welf. & Ins. Code §15610.63.

117. By virtue of the foresaid, DEFENDANTS "KAISER", and DOES 181 to 200, and each of them, have acted in conscious disregard of the probability of PLAINTIFF'S undesired and unauthorized injury, and DEFENDANTS' "KAISER", and DOES 181 to 200, and each of their, acts and omissions were despicable and it subjected PLAINTIFF to cruel and unjust hardship in conscious disregard of her rights and safety. By virtue of the foresaid, DEFENDANTS "KAISER" AND DOES 181 to 200, and each of them, have each acted with recklessness, oppression, and malice, and punitive damages should be assessed against DEFENDANTS and each of them, in sum according to proof at trial.

118. By virtue of the foresaid, PLAINTIFF is entitled to pain and suffering, and PLAINTIFF is entitled to attorneys' fees unilaterally to her under the same provision of law.

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ELEVENTH CAUSE OF ACTION

(FOR MEDICAL BATTERY AGAINST KAISER FOUNDATION HEALTH  
PLAN, INC.; KAISER FOUNDATION HOSPITALS; SOUTHERN CALIFORNIA  
PERMANENTE MEDICAL GROUP; and DOES 201 through 220, inclusive)

119. PLAINTIFF repeats and incorporates by reference paragraphs 1 through 118, inclusive of this Complaint.

120. DEFENDANTS "KAISER", and DOES 201 to 220, and each of them committed medical battery by medicating, and placing PLAINTIFF on a gurney without her consent.

121. PLAINTIFF did not consent to be medicated prior to be placing on the gurney. It was an unnecessary, unauthorized, and harmful procedure, and it was done without the necessary and legally required consent of PLAINTIFF.

122. As a direct and proximate result of the battery of Defendants "KAISER", and DOES 201 to 220, and each of them, PLAINTIFF suffered serious bodily injury.

123. As a direct and further proximate result of the battery of Defendants "KAISER", and DOES 201 to 220, and each of them, PLAINTIFF has sustained damage to her health, strength and activity, all of which injuries have caused and continue to cause, PLAINTIFF'S great mental, physical and nervous pain and suffering. PLAINTIFF will seek leave of Court to amend this Complaint to set forth the full amount of damage sustained as a result thereof when ascertained.

124. As a direct and further proximate result of the battery of Defendants "KAISER", and DOES 201 to 220, and each of them, PLAINTIFF has sustained, and will continue to sustain, disabling, serious and permanent physical injuries, all to PLAINTIFF'S general damage in an amount presently unascertainable. PLAINTIFF will seek leave of Court to amend this Complaint to set forth the full amount of damage when ascertained.

125. As a direct and further proximate result of the battery of Defendants "KAISER", and DOES 201 to 220, and each of them, PLAINTIFF has incurred medical, hospital and related expenses in a sum presently unascertainable. PLAINTIFF will seek leave of Court to amend this Complaint to set forth the full amount of damage when ascertained.

1 126. As a direct and further proximate result of the battery of Defendants "KAISER", and DOES 201 to  
2 220, and each of them, PLAINTIFF will in the future incur medical, hospital and related expenses, the  
3 exact nature and extent of which are currently unknown to PLAINTIFF. PLAINTIFF will seek leave of  
4 Court to amend this Complaint to set forth the full amount of damage when ascertained.

5  
6 TWELFTH CAUSE OF ACTION

7 (LACK OF INFORMED CONSENT AGAINST KAISER FOUNDATION HEALTH  
8 PLAN, INC.; KAISER FOUNDATION HOSPITALS; SOUTHERN CALIFORNIA  
9 PERMANENTE MEDICAL GROUP; and DOES 221 through 240, inclusive)

10  
11 127. PLAINTIFF repeats and incorporates by reference paragraphs 1 through 126, inclusive of this  
12 Complaint.

13 128. Pursuant to PLAINTIFF'S retention of DEFENDANT KAISER, and DOES 221 to 240, inclusive, to  
14 diagnose and treat PLAINTIFF, Defendants "KAISER" and DOES 221 to 240, and each of them, rendered  
15 professional medical services in the diagnosis, treatment and care of PLAINTIFF.

16 129. On or about December 21, 2012, and continuing thereafter, DEFENDANT KAISER and DOES 221  
17 to 240, and each of them, jointly and individually, negligently failed to disclose to PLAINTIFF the inherent  
18 risks involved in her care and treatment, and DEFENDANTS "KAISER" and DOES failed to obtain  
19 PLAINTIFF'S informed consent for those procedures in light of the undisclosed risks.

20 130. If PLAINTIFF has been adequately informed of the inherent risks associated her treatment,  
21 PLAINTIFF would not have consented to such treatment.

22 131. As a proximate result of the wrongful conduct of Defendants "KAISER" and DOES 221 to 240, and  
23 each of them, in improperly and unnecessary performing medical services, on December 21, 2012,  
24 PLAINTIFF fell from the gurney including but not limited to, injuring her left hip and neck.

25 132. As a further proximate result of the wrongful conduct of Defendants "KAISER" and DOES 221 to  
26 240, and each of them, PLAINTIFF has sustained injury to her health, strength and activity, all of which  
27 injuries have caused, and continue to cause, PLAINTIFF great mental, physical and nervous pain and  
28 suffering. PLAINTIFF will seek leave of Court to amend this Complaint to set forth the full amount of

1 damage sustained as a result thereof when ascertained.

2 133. As a further proximate result of the lack of informed consent by Defendants "KAISER" and DOES  
3 221 to 240, PLAINTIFF has sustained, disabling, serious and permanent physical and emotional injuries  
4 all to PLAINTIFF'S general damage in an amount presently unascertainable. PLAINTIFF will seek leave  
5 of court to amend this complaint to set forth the full amount of damages sustained as a result thereof  
6 when ascertained.

7 134. As a further proximate result of the lack of informed consent made by KAISER Defendants, and  
8 DOES 221 to 240, and each of them, PLAINTIFF has incurred medical, hospital, psychological and  
9 related expenses in a sum presently unascertainable. PLAINTIFF will seek leave of court to amend this  
10 complaint to set forth the full amount of damages sustained as a result thereof when ascertained.

11 135. As a further proximate result of the lack of informed consent made by KAISER Defendants, and  
12 DOES 221 to 240, and each of them, PLAINTIFF will in the future incur medical, hospital, psychological  
13 and related expenses, the exact nature and extent which are currently unknown to Plaintiffs. PLAINTIFF  
14 will seek leave of court to amend this complaint to set forth the full amount of damages sustained as a  
15 result thereof when ascertained.

16  
17 THIRTEENTH CAUSE OF ACTION

18 (FOR BREACH OF **BUSINESS AND PROFESSION CODE 17200** AGAINST

19 KAISER FOUNDATION HEALTH PLAN, INC.; KAISER FOUNDATION HOSPITALS;

20 SOUTHERN CALIFORNIA PERMANENTE MEDICAL GROUP; and

21 DOES 241 through 260, inclusive)

22  
23 136. PLAINTIFF repeats and incorporates by reference paragraphs 1 through 135, inclusive of this  
24 Complaint.

25 137. DEFENDANTS "KAISER", and DOES 241 to 260, and each of them engaged in, continues to  
26 engage in, unlawful and unfair business acts and practices prohibited by **Business and Professions**  
27 **Code §17200**, et seq. by engaging in the acts and practices described above, including but not limited to  
28 failing to honor their arbitration agreements, failing to appoint arbitrators, by providing inaccurate,

misleading, and/or confusing information to those that agreed to have their matters resolved by arbitration.

138. PLAINTIFF has suffered injury in fact as a result of DEFENDANT KAISER'S, and DOES 241 to 260, unfair and unlawful business acts and practices alleged herein and can therefore bring this action for relief pursuant to **Business and Professions Code §17200**.

139. DEFENDANT "KAISER", and DOES 241 to 260, and each of them, engaged in unlawful and unfair business acts and practices, and unfair competition, in violation of **Business and Professions Code §17200**, et seq. by violating **Civil Code sections** 1709, 1710, **Engalla v. Permanente Medical Group** (1997) 15 Cal. 4th 951, breach of fiduciary duties, among others. There may be other unfair, unlawful, or fraudulent business practices engaged in by DEFENDANTS of which PLAINTIFF is unaware. PLAINTIFF will seek leave to amend this complaint when such other and further unfair, unlawful, or fraudulent business practice becomes known.

140. DEFENDANT'S KAISERS', and DOES 241 to 260, and each of their course of conduct, acts, and practices in violation of California laws mentioned in each paragraph above constitute separate and independent violations of §17200, et seq. of the California Business and Professions Code.

141. The unlawful and unfair business practices and acts of DEFENDANT KAISER as described above, have injured PLAINTIFF. The harm to PLAINTIFF outweighs the utility, if any, of DEFENDANT'S acts and practices and, therefore, DEFENDANTS actions described herein constitute an unfair business practice or act within the meaning of **California Business and Professions Code §17200**.

142. As a result of DEFENDANTS "KAISER" and DOES 241 to 260, and each of their unlawful and unfair business acts and practices alleged herein, PLAINTIFF is entitled to restitution constituting recovery of money and/or property that is rightfully PLAINTIFF'S and is in Defendant KAISERS possession.

143. As a result of KAISERS unlawful and unfair business acts and practices alleged herein. PLAINTIFF is entitled to an order requiring KAISER and its agents, servants, and employees, and all persons acting, directly or indirectly, in concert with them, to restore and disgorge all funds to PLAINTIFF declared by this Court to be unlawful or unfair and therefore constitute unfair competition under **§17200 et seq. of the California Business and Professions Code**.

///

1 144. As a result of DEFENDANT KAISERS unlawful and unfair business acts and practices alleged  
2 herein, PLAINTIFF is entitled to injunctive relief pursuant to **Business and Professions Code §17203**  
3 consisting of a preliminary and/or permanent injunction enjoining DEFENDANT and its respective  
4 successors, agents, servants, officers, directors, employees and all persons acting in concert with it from  
5 pursuing the policies, acts and practices, complained of herein and prohibiting defendant from continuing  
6 such unfair and illegal business acts and practices.

7  
8 WHEREFORE, PLAINTIFF prays for judgment against DEFENDANTS as follows:

- 9 1. For general and special damages according to proof;  
10 2. For medical and related expenses according to proof;  
11 3. For future medical and related expenses according to proof;  
12 4. For interest at the legal rate;  
13 5. For costs of suit incurred herein;  
14 6. For punitive damages according to proof; and  
15 7. For such other and further relief as the Court deems just and proper.

16  
17  
18 Dated: December 19, 2014

19  
20 LAW OFFICES OF ALBERT E. HIRST, III

21  
22  
23 By: 

24 ALBERT E. HIRST, III Attorney for Plaintiff  
25  
26  
27  
28



Courthouse News Service

*EXHIBIT ONE*

**LAW OFFICES OF ALBERT E. HIRST, III**

A PROFESSIONAL CORPORATION  
1550 NORTH "D" STREET, SUITE A  
SAN BERNARDINO, CA 92405  
(909) 885-7190 • (909) 383-1333 FAX  
Email: [lawofficesofalberthirst@yahoo.com](mailto:lawofficesofalberthirst@yahoo.com)

December 3, 2013

KAISER PERMANENTE  
KAISER FOUNDATION HOSPITAL  
SOUTHERN CALIFORNIA PERMANENTE MEDICAL GROUP  
393 Walnut Drive  
Pasadena, CA 91107

KAISER PERMANENTE  
KAISER FOUNDATION HOSPITAL  
SOUTHERN CALIFORNIA PERMANENTE MEDICAL GROUP  
27300 Iris Ave.  
Moreno Valley, CA 92555

RE: Our Client : Helen Hargrave  
Date of Loss : December 21, 2012

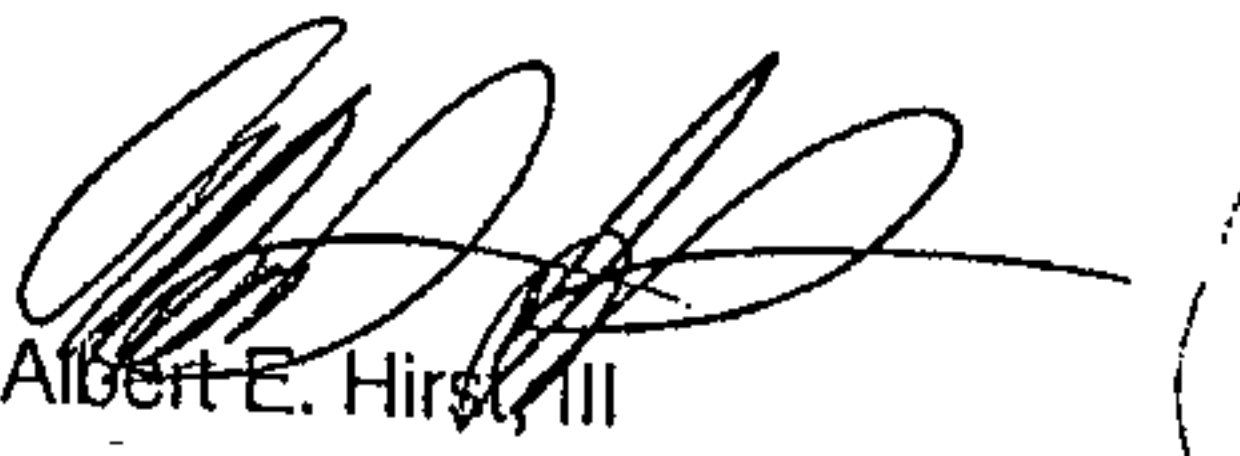
**90 DAY NOTICE PURSUANT TO CCP §364**

Dear Health Care Provider:

We have been retained by the above-named individual with respect to a potential professional negligence claim against you. Although our investigation is continuing relative to whether professional negligence was in fact committed, we are required by law to advise you that a professional negligence action may be commenced.

If commenced, the Plaintiff's claims will be predicated upon a contention that you committed professional negligence in the rendering of care to Helen Hargrave which caused her severe physical injuries and severe emotional distress. This letter shall constitute compliance with the provisions of California Code of Civil Procedure §364.

Very truly yours,

  
Albert E. Hirst, III

AEH: jz

(Separate proof of service is required for each party served.)

Hearing Date:  
Hearing Time:

At the time of service I was at least 18 years of age and not a party to this action. I served copies of the: 90  
Day Notice Pursuant To CCP 364

Party served: Kaiser Permanente

Person served: Mattie Mae Hall, Authorized Person for Service

Date & Time served: December 04, 2013 at 1:55 PM

Address served: 393 Walnut Dr., Pasadena, CA 91107  
(Business)

Manner of service:  
Personal Service - By personally delivering copies.

Fee for service: \$75.00

Record # 13-104691  
Invoice # 13100049

Registered California process server.  
County: Orange  
Registration No: PSC2448  
Expiration Date: May 03, 2014  
Delbert Salgado - Sano Attorney Service

P.O. Box 1568, Riverside, CA 92502

I declare under penalty of perjury that the foregoing is true and correct and that this declaration was executed on: Dec 05, 2013 at Riverside, CA 92502-1568

Delbert Salgado

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address) Albert E. Hirst, III, Esq. Law Office of Albert E. Hirst, III 1550 North D Street, Suite A San Bernardino, CA 92405 TELEPHONE NO.: (909) 885-7190 E-MAIL ADDRESS: ATTORNEY FOR:		POS-010 FOR COURT USE ONLY
SBN 091751 FAX NO: (909) 383-1333		
SUPERIOR COURT OF CALIFORNIA - COUNTY OF SAN BERNARDINO - CENTRAL STREET ADDRESS: 303 West Third St. MAILING ADDRESS: 303 West Third St. CITY AND ZIP CODE: San Bernardino, CA 92415-0210 BRANCH NAME: Central		
PLAINTIFF/PETITIONER: Hargrave DEFENDANT/RESPONDENT: Kaiser Permanente		Case Number:
PROOF OF SERVICE		Ref. No. or File No.: Hargrave v. Kaiser

(Separate proof of service is required for each party served.)

Hearing Date:  
Hearing Time:

At the time of service I was at least 18 years of age and not a party to this action. I served copies of the: 90  
Day Notice Pursuant To CCP 364

Party served: Southern California Permanente Medical Group

Person served: Mattie Mae Hall, Authorized Person for Service

Date & Time served: December 04, 2013 at 1:55 PM

Address served: 393 Walnut Dr., Pasadena, CA 91107  
(Business)


Manner of service:  
Personal Service - By personally delivering copies.

Fee for service: \$37.50

Record # 13-104694  
Invoice # 13100051

Registered California process server.  
County: Orange  
Registration No: PSC2448  
Expiration Date: May 03, 2014  
Delbert Salgado - Sano Attorney Service  
P.O. Box 1568, Riverside, CA 92502

I declare under penalty of perjury that the foregoing is true and  
correct and that this declaration was executed  
on: Dec 05, 2013 at: Riverside, CA 92502-1568

  
Delbert Salgado

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address) Albert E. Hirst, III, Esq. Law Office of Albert E. Hirst, III 1550 North D Street, Suite A San Bernardino, CA 92405 TELEPHONE NO.: (909) 885-7190 E-MAIL ADDRESS: ATTORNEY FOR:		POS-010 FOR COURT USE ONLY
SBN 091751 FAX NO: (909) 383-1333		
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PROOF OF SERVICE		Ref. No. or File No.: Hargrave v. Kaiser

(Separate proof of service is required for each party served.)

Hearing Date:  
Hearing Time:

At the time of service I was at least 18 years of age and not a party to this action. I served copies of the: 90 Day Notice Pursuant To CCP 364

Party served: Kaiser Foundation Hospital

Person served: Mattie Mae Hall, Authorized Person for Service

Date & Time served: December 04, 2013 at 1:55 PM

Address served: 393 Walnut Dr., Pasadena, CA 91107  
(Business)

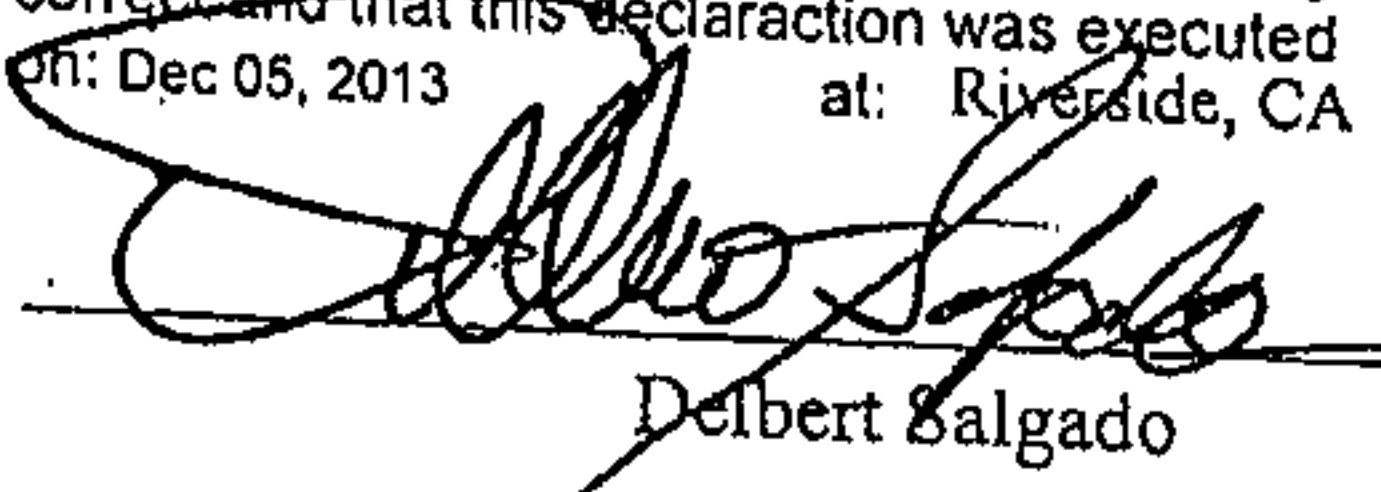
Manner of service:  
Personal Service - By personally delivering copies.

Fee for service: \$37.50

Record # 13-104693  
Invoice # 13100050

Registered California process server.  
County: Orange  
Registration No: PSC2448  
Expiration Date: May 03, 2014  
Delbert Salgado - Sano Attorney Service  
P.O. Box 1568, Riverside, CA 92502

I declare under penalty of perjury that the foregoing is true and correct and that this declaration was executed  
on: Dec 05, 2013 at: Riverside, CA 92502-1568

  
Delbert Salgado



ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address) Albert E. Hirst, III, Esq. Law Office of Albert E. Hirst, III 1550 North D Street, Suite A San Bernardino, CA 92405 TELEPHONE NO.: (909) 885-7190 E-MAIL ADDRESS: ATTORNEY FOR:		POS-010 FOR COURT USE ONLY
SBN 091751 FAX NO: (909) 383-1333		
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PLAINTIFF/PETITIONER: Hargrave DEFENDANT/RESPONDENT: Kaiser Permanente		Case Number:
PROOF OF SERVICE (Separate proof of service is required for each party served.)		Ref. No. or File No.: Hargrave v. Kaiser

Hearing Date:  
Hearing Time:

At the time of service I was at least 18 years of age and not a party to this action. I served copies of the: 90  
Day Notice Pursuant To CCP 364

Party served: Southern California Permanente Medical Group

Person served: George Valasco, Authorized Person for Service

Date & Time served: December 04, 2013 at 1:30 PM

Address served: 27300 Iris Ave., Moreno Valley, CA 92555  
(Business)

Manner of service:  
Personal Service - By personally delivering copies.

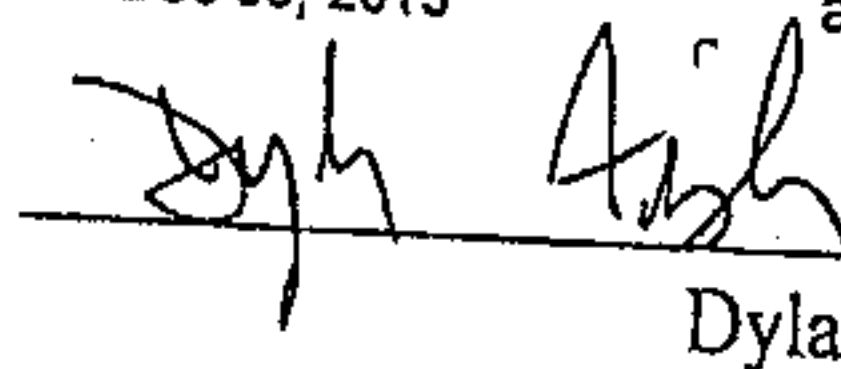
Fee for service: \$27.50

Record # 13-104690  
Invoice # 13100048

Registered California process server.  
County: San Bernardino  
Registration No: 1379  
Expiration Date: August 26, 2015  
Dylan Fisher - Sano Attorney Service

P.O. Box 1568, Riverside, CA 92502

I declare under penalty of perjury that the foregoing is true and correct and that this declaration was executed  
on: Dec 05, 2013 at: Riverside, CA 92502-1568



Dylan Fisher

POS-010 ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address) Albert E. Hirst, III, Esq. Law Office of Albert E. Hirst, III 1550 North D Street, Suite A San Bernardino, CA 92405 TELEPHONE NO.: (909) 885-7190 E-MAIL ADDRESS: ATTORNEY FOR:		SBN 091751 FAX NO: (909) 383-1333	FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA - COUNTY OF SAN BERNARDINO - CENTRAL STREET ADDRESS: 303 West Third St. MAILING ADDRESS: 303 West Third St. CITY AND ZIP CODE: San Bernardino, CA 92415-0210 BRANCH NAME: Central			
PLAINTIFF/PETITIONER: Hargrave DEFENDANT/RESPONDENT: Kaiser Permanente		Case Number:	
PROOF OF SERVICE		Ref. No. or File No.: Hargrave v. Kaiser	

(Separate proof of service is required for each party served.)

Hearing Date:  
Hearing Time:

At the time of service I was at least 18 years of age and not a party to this action. I served copies of the: 90 Day Notice Pursuant To CCP 364

Party served: Kaiser Permanente

Person served: George Valasco, Authorized Person for Service

Date & Time served: December 04, 2013 at 1:30 PM

Address served: 27300 Iris Ave., Moreno Valley, CA 92555  
(Business)

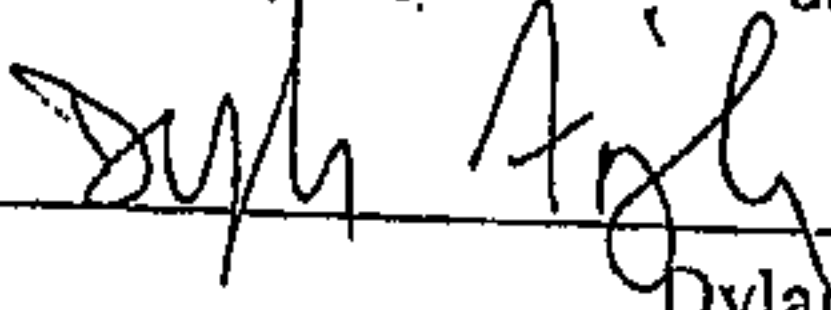
Manner of service:  
Personal Service - By personally delivering copies.

Fee for service: \$55.00

Record # 13-104688  
Invoice # 13100046

Registered California process server.  
County: San Bernardino  
Registration No: 1379  
Expiration Date: August 26, 2015  
Dylan Fisher - Sano Attorney Service  
P.O. Box 1568, Riverside, CA 92502

I declare under penalty of perjury that the foregoing is true and correct and that this declaration was executed on: Dec 05, 2013, at: Riverside, CA 92502-1568

  
Dylan Fisher