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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES, STANLEY MOSK COURTHOUSE

SARA G.; SALLY G.; ROZELLE H.;
individuals and on behalf of themselves and a
class of others similarly situated;

Plaintiff,

v.

ARTURO VARGAS, M.D.; KAISER
FOUNDATION HEALTH PLAN, INC.;
KAISER FOUNDATION HOSPITALS;
SOUTHERN CALIFORNIA PERMANENTE
MEDICAL GROUP and DOES 1- 50,
inclusive;

Defendants.

Case No.:

BC570093

COMPLAINT FOR DAMAGES

1. Fraud
2. Sexual Battery
3. Gender Related Violence
4. Sexual Harassment in a Defined Relationship
5. Unlawful Business Practices
6. Intentional Infliction of Emotional Distress
7. Negligent Hiring
8. Negligent Retention
9. Negligent Supervision
10. Negligent Training
11. Negligence Per Se
12. Violation of Civil Code § 1708.5

DEMAND FOR JURY TRIAL

BY FAX

COMES NOW the Plaintiffs, SARA G.; SALLY G.; and ROZELLE H., and alleges as

follows:

1. The physician-patient relationship is one of the most trust-dependent relationships in modern society. A physician in this relationship holds all of the power, and a patient has to put

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FILED
Superior Court of California
County of Los Angeles

JAN 22 2015

Sherri R. Carter, Executive Officer/Clerk
By Myrna Beltran Deputy
Myrna Beltran

CITY/CASE: BC570093
LEAFLET #:
RECEIPT #:
DATE PAID: 1/22/15
AMOUNT: \$1,435.00
RECEIVED:
3:10 PM
\$1,435.00
\$0.00
\$0.00
\$0.00

1 an unbelievable amount of trust in the physician in order for the relationship to work. This tragic
2 case involves the horrific violation of that trust by a physician who manipulated his position of
3 power to gain access to women's bodies so that he could molest and sexually assault them while
4 they were under the false pretense that he was performing a necessary medical examination.

5 2. This case is even more tragic because the mega-healthcare corporation that the
6 physician worked for, Kaiser Permanente, could have prevented these sexual assaults and
7 protected their patients, had they simply taken reasonable steps to screen their physicians, put
8 necessary safeguards in place to ensure that sexual deviants were not allowed private access to
9 patients, and properly trained their staff and patients regarding what was to be expected during
10 examinations so that no abuse would go unnoticed. By failing to meet these duties to their
11 members and patients, Kaiser Permanente allowed several women, including Plaintiffs to this
12 lawsuit, to be exposed to an entirely preventable sexual assault.

13 3. The aftermath of learning that they have been sexually assaulted by a physician,
14 and that the trust in their physician and Kaiser Permanente was misplaced and abused, has been
15 terrible for each of the Plaintiffs to this lawsuit. To protect the privacy of these victims of sexual
16 abuse, their full names have been shortened in this Complaint.

17 4. The full number of victims of these crimes is not currently known to Plaintiffs, who
18 reserve the right to amend this Complaint to identify additional victims when they have been
19 ascertained.

20 PARTIES

21 5. The true names, identities, or capacities, whether individual, associate, corporate or
22 otherwise of Defendants, Does 1 to 100, inclusive, are unknown to Plaintiffs who therefore sue
23 said Defendants by such fictitious names. When the true names, identities or capacities of such
24 fictitiously designated defendants are ascertained, Plaintiffs will ask leave of Court to assert the
25 true names, identities and capacities, instead and in place of the fictitious names.

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1 6. Plaintiffs are informed and believe and thereon allege, that each of the Defendants
2 designated herein as DOE is responsible, in some manner, for the events and happenings herein
3 referred to, thereby proximately causing the injuries and damages to Plaintiffs as hereinafter
4 alleged.

5 7. That all or a majority of the pertinent facts, acts, events and circumstances herein
6 mentioned and described occurred in the County of Los Angeles, State of California, and Plaintiffs
7 and Defendants are residents and/or were doing business in said County and the State of
8 California.

9 8. That at all times herein mentioned, Defendants, KAISER FOUNDATION
10 HEALTH PLAN, INC.; KAISER FOUNDATION HOSPITALS; SOUTHERN CALIFORNIA
11 PERMANENTE MEDICAL GROUP and DOES 1-50, inclusive, were and now are Corporations,
12 physicians, nurses, technicians, administrators, and other individuals licensed and registered to do
13 business in the State of California, County of Los Angeles and with their primary place of
14 business in said County. Among other enterprises, these defendants are in the business of
15 providing health care to individuals.

16 9. That at all times herein mentioned, defendants DOES 51-100, inclusive, are
17 individuals, corporations, or other entities, form unknown, whose identities and capacities are
18 currently unknown to plaintiffs.

19 10. That at all times herein mentioned, defendant ARTURO VARGAS, M.D. was a
20 physician who provided health care to individuals including Plaintiffs.

21 11. That at all times herein mentioned, Defendants, and each of them, were the agents,
22 servants, employees and joint venturers of each other and of their co-defendants, and were acting
23 within the course and scope of their employment, agency or joint venture. Each defendant,
24 including Does 1 through 100, inclusive, consented, ratified, permitted, encouraged, directed,
25 and/or approved the acts of each other Defendant.

26 12. In particular defendants, KAISER FOUNDATION HEALTH PLAN, INC.;
27 KAISER FOUNDATION HOSPITALS; SOUTHERN CALIFORNIA PERMANENTE
28 MEDICAL GROUP and DOES 1-100, inclusive, knew or should have known of the actions of

1 Defendant ARTURO VARGAS, M.D., such that they had actual and constructive notice of his
2 pertinent history and illegal and tortious actions committed against plaintiffs and other patients,
3 and failed to take any measures to protect their patients from Defendant ARTURO VARGAS,
4 M.D., or to ensure that he was properly investigated, such that these defendants ratified the actions
5 of Defendant ARTURO VARGAS, M.D.

6 13. Plaintiff's full names are not Sara G., Sally G., and Rozelle H., however plaintiff's
7 use these abbreviated names to protect their privacy as victims of sexual crimes.

8 GENERAL FACTUAL ALLEGATIONS

9 14. Defendant ARTURO VARGAS, M.D., is a physician licensed to practice medicine
10 in the State of California. At all times relevant to this Complaint, Dr. Vargas was employed by
11 defendants KAISER FOUNDATION HEALTH PLAN, INC.; KAISER FOUNDATION
12 HOSPITALS; SOUTHERN CALIFORNIA PERMANENTE MEDICAL GROUP and DOES 1-
13 100, to provide medical care to their patients. Defendant ARTURO VARGAS, M.D., worked out
14 of a medical facility in Montebello, California.

15 15. When hiring defendant ARTURO VARGAS, M.D., Defendants KAISER
16 FOUNDATION HEALTH PLAN, INC.; KAISER FOUNDATION HOSPITALS; SOUTHERN
17 CALIFORNIA PERMANENTE MEDICAL GROUP and DOES 1-100, failed to perform an
18 adequate background check regarding defendant ARTURO VARGAS, M.D., such that they did
19 not ensure that he was in fact competent to provide medical care to their patients without posing
20 an undue risk to their health and safety.

21 16. Defendants KAISER FOUNDATION HEALTH PLAN, INC.; KAISER
22 FOUNDATION HOSPITALS; SOUTHERN CALIFORNIA PERMANENTE MEDICAL
23 GROUP and DOES 1-100, did not have adequate policies and procedures in place, and adequate
24 training on those policies and procedures, to ensure that their patients were not exposed to the
25 illegal and tortious actions of Defendant ARTURO VARGAS, M.D.

26 17. Defendants KAISER FOUNDATION HEALTH PLAN, INC.; KAISER
27 FOUNDATION HOSPITALS; SOUTHERN CALIFORNIA PERMANENTE MEDICAL
28 GROUP and DOES 1-100 did not adequately review and evaluate the fitness of Defendant

1 ARTURO VARGAS, M.D., to ensure that even after his initial hiring, he remained competent to
2 provide medical care to their patients without posing an undue risk to their health and safety.

3 18. Defendants KAISER FOUNDATION HEALTH PLAN, INC.; KAISER
4 FOUNDATION HOSPITALS; SOUTHERN CALIFORNIA PERMANENTE MEDICAL
5 GROUP and DOES 1-100, and their employees and/or agents, failed to adequately supervise
6 Defendant ARTURO VARGAS, M.D., such that they provided him unfettered access to patients
7 which led to an unreasonable risk that he would be able to manipulate and abuse the physician-
8 patient relationship so as to convince women to allow him to perform physical examinations and
9 manipulations of a sexual nature that had no medical purpose. In other words, their lack of any
10 reasonable level of oversight allowed Defendant ARTURO VARGAS, M.D., to sexually and
11 physically batter female patients in facilities owned and operated by KAISER FOUNDATION
12 HEALTH PLAN, INC.; KAISER FOUNDATION HOSPITALS; SOUTHERN CALIFORNIA
13 PERMANENTE MEDICAL GROUP and DOES 1-100.

14 19. Defendants KAISER FOUNDATION HEALTH PLAN, INC.; KAISER
15 FOUNDATION HOSPITALS; SOUTHERN CALIFORNIA PERMANENTE MEDICAL
16 GROUP and DOES 1-100, and their employees and/or agents, failed to adequately train their
17 employees, staff, physicians, and other individuals regarding proper standards of practice such that
18 Defendant ARTURO VARGAS, M.D., was thereby allowed to conduct his illegal behavior at
19 Defendants facilities without any consequence. These Defendants further failed to educate their
20 members and patients as to what the proper procedures and practices were relative to female
21 examinations, thus leaving their members and patients, including Plaintiffs, exposed to the fraud
22 and sexual assaults and crimes of Defendant ARTURO VARGAS, M.D.

23 20. Defendants KAISER FOUNDATION HEALTH PLAN, INC.; KAISER
24 FOUNDATION HOSPITALS; SOUTHERN CALIFORNIA PERMANENTE MEDICAL
25 GROUP and DOES 1-100, were provided notice in the form of multiple patient complaints and
26 obvious deviations by Defendant ARTURO VARGAS, M.D., from accepted medical practices,
27 such that they knew or should have known, and had actual or constructive knowledge, that
28 Defendant ARTURO VARGAS, M.D., posed a risk to their patients, and in particular their female

1 patients. These Defendants further failed to take any appropriate measures to prevent these risks
2 or to put a stop to the illegal conduct for Defendant ARTURO VARGAS, M.D., thereby they
3 consented, ratified, permitted, and encouraged the behavior of defendant ARTURO VARGAS,
4 M.D. Thus, Defendants KAISER FOUNDATION HEALTH PLAN, INC.; KAISER
5 FOUNDATION HOSPITALS; SOUTHERN CALIFORNIA PERMANENTE MEDICAL
6 GROUP and DOES 1-100 are responsible for all actions of ARTURO VARGAS, M.D.

7 21. By failing to respond in any manner to the complaints and obvious deviations from
8 the standards of practice by Defendant ARTURO VARGAS, M.D., Defendants KAISER
9 FOUNDATION HEALTH PLAN, INC.; KAISER FOUNDATION HOSPITALS; SOUTHERN
10 CALIFORNIA PERMANENTE MEDICAL GROUP and DOES 1-20, acted with intentional,
11 reckless and conscious disregard for the rights and safety of their patients and each of the
12 Plaintiffs to this Complaint. Their actions left Plaintiffs, who were vulnerable due to the trust
13 placed in their physician and healthcare providers, to be sexually and physically assaulted,
14 harassed, touched, molested and battered. Specifically they allowed Defendant ARTURO
15 VARGAS, M.D., isolated access to patients, and Plaintiffs in particular, so that he could commit
16 his crimes against them.

17 **FACTUAL ALLEGATIONS SPECIFIC TO PLAINTIFF SARA G.**

18 22. Plaintiff SARA G., was a member of Defendants KAISER FOUNDATION
19 HEALTH PLAN, INC.; KAISER FOUNDATION HOSPITALS; SOUTHERN CALIFORNIA
20 PERMANENTE MEDICAL GROUP and DOES 1-100, such that they had a contractual and legal
21 obligation to provide SARA G. with healthcare services. SARA G. relied upon these Defendants
22 to provide these services in a reasonable manner so as to protect her from an unreasonable risk of
23 harm, including to properly investigate and screen its employees and physicians, put in place the
24 proper policies, procedures and training for its employees and physicians, properly inform its
25 patients regarding what would take place during examinations, and properly observe and
26 investigate deviations from the standards of practice and complaints so as to prevent sexual
27 harassment and abuse in their business.

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1 23. Plaintiff SARA G., was assigned to receive primary care services by defendant
2 ARTURO VARGAS, M.D. at the Montebello medical facility, owned, operated and controlled by
3 Defendants KAISER FOUNDATION HEALTH PLAN, INC.; KAISER FOUNDATION
4 HOSPITALS; SOUTHERN CALIFORNIA PERMANENTE MEDICAL GROUP and DOES 1-
5 100.

6 24. Plaintiff SARA G., presented to Defendant ARTURO VARGAS, M.D., with chief
7 complaints of asthma related feelings of illness and shortness of breath. This included complaints
8 of chest pain and feeling like she was unable to breathe.

9 25. After performing what may have been an appropriate review of systems and
10 physical examination regarding these complaints, Defendant ARTURO VARGAS, M.D., then told
11 plaintiff SARA G. that he needed to perform a breast examination. SARA G. laid down, pulled up
12 her shirt and bra, and allowed ARTURO VARGAS, M.D., access to her breasts. Defendant
13 ARTURO VARGAS, M.D., placed his hands on both of SARA G.'s breasts and manipulated and
14 pressed on them, including squeezing the nipples with a significant amount of pressure.
15 ARTURO VARGAS, M.D., then told SARA G. that he did not see anything wrong, she got
16 dressed and left the office. Despite there being clear rules and standards of practice requiring a
17 female chaperone to be present during the examination, at no point in time was there a nurse or
18 any other personnel present during this interaction.

19 26. There was no medical purpose for Defendant ARTURO VARGAS, M.D., to
20 examine SARA G.'s breasts in this manner at this visit and his actions constituted a physical and
21 sexual assault on SARA G.

22 27. At the time that SARA G. left the offices of Defendant ARTURO VARGAS, M.D.,
23 and the Montebello medical facilities owned and operated by KAISER FOUNDATION HEALTH
24 PLAN, INC.; KAISER FOUNDATION HOSPITALS; SOUTHERN CALIFORNIA
25 PERMANENTE MEDICAL GROUP and DOES 1-100, she trusted ARTURO VARGAS, M.D.'s,
26 representations that his manipulation of her breasts had been for the purposes of conducting a
27 medical examination and she did not realize that she in fact had been sexually and physically
28 assaulted by ARTURO VARGAS, M.D.

FACTUAL ALLEGATIONS SPECIFIC TO SALLY G.

28. Plaintiff SALLY G., was a member of Defendants KAISER FOUNDATION HEALTH PLAN, INC.; KAISER FOUNDATION HOSPITALS; SOUTHERN CALIFORNIA PERMANENTE MEDICAL GROUP and DOES 1-100, such that they had a contractual and legal obligation to provide SALLY G. with healthcare services. SALLY G. relied upon these Defendants to provide these services in a reasonable manner so as to protect her from an unreasonable risk of harm, including to properly investigate and screen its employees and physicians, put in place the proper policies, procedures and training for its employees and physicians, properly inform its patients regarding what would take place during examinations, and properly observe and investigate deviations from the standards of practice and complaints so as to prevent sexual harassment and abuse in their business.

29. Plaintiff SALLY G., was assigned to receive primary care services by defendant ARTURO VARGAS, M.D. at the Montebello medical facility, owned, operated and controlled by defendants KAISER FOUNDATION HEALTH PLAN, INC.; KAISER FOUNDATION HOSPITALS; SOUTHERN CALIFORNIA PERMANENTE MEDICAL GROUP and DOES 1-100.

30. Plaintiff SALLY G. presented to Defendant ARTURO VARGAS, M.D., with complaints including pain in her breasts and heavy menstrual periods. After performing what may have been an appropriate review of systems and physical examination of Plaintiff SALLY G.'s breasts, Defendant ARTURO VARGAS, M.D., instructed SALLY G. that he needed to perform a vaginal examination because there was a pap smear with a negative result. SALLY G. was aware of this pap smear because she had previously received a call regarding the results and had an appointment set up with a nurse practitioner for the following day.

31. At that point in time Plaintiff SALLY G., proceeded to undress in front of Defendant ARTURO VARGAS, M.D. and then laid back on a table with her feet up. Defendant ARTURO VARGAS, M.D., then proceeded to insert multiple fingers into SALLY G.'s vagina and probed around in a circular fashion. After a significant amount of probing, Defendant ARTURO VARGAS, M.D., said that he was finished, but did not disclose anything about the

1 results of the purported vaginal examination and left the room. SALLY G. got dressed and left the
2 office. Despite there being clear rules and standards of practice requiring a female chaperone to
3 be present during the examination, at no point in time was there a nurse or any other personnel
4 present during this interaction.

5 32. There was no medical purpose for Defendant ARTURO VARGAS, M.D., to
6 examine SALLY G.'s vagina in this manner at this visit and his actions constituted a physical and
7 sexual assault on SALLY G.

8 33. At the time that SALLY G. left the offices of defendant ARTURO VARGAS,
9 M.D., and the Montebello medical facilities owned and operated by KAISER FOUNDATION
10 HEALTH PLAN, INC.; KAISER FOUNDATION HOSPITALS; SOUTHERN CALIFORNIA
11 PERMANENTE MEDICAL GROUP and DOES 1-100, she trusted ARTURO VARGAS, M.D.'s,
12 representations that his vaginal examination had been for the purposes of conducting a medical
13 examination and she did not realize that she in fact had been sexually and physically assaulted by
14 Defendant ARTURO VARGAS, M.D.

15 34. The following day, Plaintiff SALLY G. went back to the Montebello medical
16 facilities owned and operated by KAISER FOUNDATION HEALTH PLAN, INC.; KAISER
17 FOUNDATION HOSPITALS; SOUTHERN CALIFORNIA PERMANENTE MEDICAL
18 GROUP and DOES 1-100 and saw a nurse practitioner for the purpose of addressing the negative
19 results of her pap smear. At that time, the nurse practitioner informed SALLY G. that she had to
20 perform a vaginal examination. SALLY G. told the nurse practitioner that a vaginal examination
21 had been performed the day before by Defendant ARTURO VARGAS, M.D., however the nurse
22 practitioner informed SALLY G. that there was no record of that vaginal examination. SALLY G.
23 was upset at having to undergo another vaginal examination, however because Defendant
24 ARTURO VARGAS, M.D., was her doctor, SALLY G. still trusted him and did not realize that he
25 had sexually and physically assaulted her.

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FACTUAL ALLEGATIONS SPECIFIC TO ROZELLE H.

35. Plaintiff ROZELLE H., was a member of Defendants KAISER FOUNDATION HEALTH PLAN, INC.; KAISER FOUNDATION HOSPITALS; SOUTHERN CALIFORNIA PERMANENTE MEDICAL GROUP and DOES 1-20, such that they had a contractual and legal obligation to provide ROZELLE H. with healthcare services. ROZELLE H. relied upon these Defendants to provide these services in a reasonable manner so as to protect her from an unreasonable risk of harm, including to properly investigate and screen its employees and physicians, put in place the proper policies, procedures and training for its employees and physicians, properly inform its patients regarding what would take place during examinations, and properly observe and investigate deviations from the standards of practice and complaints so as to prevent sexual harassment and abuse in their business.

36. Plaintiff ROZELLE H., was assigned to receive primary care services by Defendant ARTURO VARGAS, M.D. at the Montebello medical facility, owned, operated and controlled by Defendants KAISER FOUNDATION HEALTH PLAN, INC.; KAISER FOUNDATION HOSPITALS; SOUTHERN CALIFORNIA PERMANENTE MEDICAL GROUP and DOES 1-100.

37. Plaintiff ROZELLE H. presented to Defendant ARTURO VARGAS, M.D., with complaints including missed menstrual cycles and to obtain a "Plan B" pill because she had recently had unprotected sex and she believed she might be pregnant. During the initial portion of the visit, a nurse was present, and ROZELLE H. undressed and a pap smear was performed by Defendant ARTURO VARGAS, M.D., in the presence of the nurse. This also included a manual vaginal examination where Defendant Arturo Vargas, M.D., inserted his fingers into ROZELLE H.'s vagina and used his other hand to press on her abdomen. After the performance of the pap smear, she was instructed that they were done and to put on her clothes and Defendant ARTURO VARGAS, M.D., and the nurse left the room. ROZELLE H. put her clothes back on and was about to leave the examination room when Defendant ARTURO VARGAS, M.D. came back into the room.

1 38. When Defendant ARTURO VARGAS, M.D., came back into the room, he
2 informed ROZELLE H. that he could tell if she had been pregnant or miscarried. He instructed
3 her to take off her pants and he would examine her again. ROZELLE H. complied, got undressed
4 from the waist down, and laid down on a table for Defendant ARTURO VARGAS, M.D., to
5 perform a vaginal examination. ARTURO VARGAS, M.D. inserted multiple fingers into
6 ROZELLE H.'s vagina and began moving them around, asking twice whether ROZELLE H.
7 could "feel this." Defendant ARTURO VARGAS, M.D.'s fingers remained inside ROZELLE H.'s
8 vagina for a prolonged period of time. When he took his fingers out of her, he announced that she
9 was not pregnant and left the room. ROZELLE H. put her clothes back on and left the office.
10 Despite there being clear rules and standards of practice requiring a female chaperone to be
11 present during the examination, at no point in time was there a nurse or any other personnel
12 present during this interaction.

13 39. There was no medical purpose for Defendant ARTURO VARGAS, M.D., to
14 examine ROZELLE H.'s vagina at this visit and his actions constituted a physical and sexual
15 assault on ROZELLE H.

16 40. At the time that ROZELLE H. left the offices of Defendant ARTURO VARGAS,
17 M.D., and the Montebello medical facilities owned and operated by KAISER FOUNDATION
18 HEALTH PLAN, INC.; KAISER FOUNDATION HOSPITALS; SOUTHERN CALIFORNIA
19 PERMANENTE MEDICAL GROUP and DOES 1-100, she trusted ARTURO VARGAS, M.D.'s,
20 representations that his vaginal examination had been for the purposes of conducting a medical
21 examination and she did not realize that she in fact had been sexually and physically assaulted by
22 ARTURO VARGAS, M.D.

23 FIRST CAUSE OF ACTION

24 *Fraud*

25 (By All Plaintiffs Against All Defendants)

26 41. Plaintiffs incorporate herein by reference the foregoing allegations in paragraphs 1-
27 40 as though set forth fully herein.

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1 42. As described in the preceding paragraphs, Defendant ARTURO VARGAS, M.D.,
2 represented to each of the Plaintiffs that it was medically necessary for him to perform certain
3 physical examinations of their breasts and/or vaginas.

4 43. Defendant ARTURO VARGAS, M.D.,'s representations were false at the time that
5 he made the representations because there was no medical reason for him to perform the
6 examinations on plaintiffs.

7 44. Defendant ARTURO VARGAS, M.D., knew that his representations were false at
8 the time that he made them and he intended for Plaintiffs to rely on the representations so that they
9 would provide him access to their breasts and/or vaginas so that he could carry out his physical
10 and sexual crimes on them.

11 45. Plaintiffs did in fact rely on Defendant ARTURO VARGAS, M.D.,'s
12 misrepresentations and deceptions when they undressed and allowed Defendant ARTURO
13 VARGAS, M.D., to access their breasts and/or vaginas. Their reliance was reasonable because
14 Defendant ARTURO VARGAS, M.D., was their physician, and Defendants KAISER
15 FOUNDATION HEALTH PLAN, INC., KAISER FOUNDATION HOSPITALS; SOUTHERN
16 CALIFORNIA PERMANENTE MEDICAL GROUP and DOES 1-100, are a huge medical
17 conglomeration with an excellent reputation in the community, based in large part on their
18 business practices of huge expenditures on advertising and public relations, and as such it was
19 reasonable for Plaintiffs to rely on and trust Defendant ARTURO VARGAS, M.D.,'s
20 representations to them regarding what was medically necessary.

21 46. Plaintiffs were harmed because they allowed Defendant ARTURO VARGAS,
22 M.D., access to their breasts and/or vaginas and allowed him to manipulate, fondle, probe and
23 otherwise touch their most private of body parts when there was no medically necessary reason for
24 him to do so. In other words, they were harmed by their reliance on Defendant ARTURO
25 VARGAS, M.D.'s representations, and by their reliance on the reputation of Defendants KAISER
26 FOUNDATION HEALTH PLAN, INC.; KAISER FOUNDATION HOSPITALS; SOUTHERN
27 CALIFORNIA PERMANENTE MEDICAL GROUP and DOES 1-100, because this reliance led

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1 to them unwittingly allowing themselves to be molested and sexually and physically assaulted
2 and battered.

3 47. Plaintiffs reliance was a substantial factor in their harm, because absent that
4 reliance they would have never allowed Defendant ARTURO VARGAS, M.D., access to their
5 breasts and/or vaginas and would not have been sexually and physically assaulted and battered by
6 him.

7 48. As described more fully herein, Defendants KAISER FOUNDATION HEALTH
8 PLAN, INC.; KAISER FOUNDATION HOSPITALS; SOUTHERN CALIFORNIA
9 PERMANENTE MEDICAL GROUP and DOES 1-100, were negligent, reckless, wanton,
10 intentional, and indifferent as to the actions of Defendant ARTURO VARGAS, M.D., especially
11 in their failures to adequately screen and investigate him prior to hiring, adequately investigate
12 him in an ongoing manner, have adequate policies and procedures and ensure that they were
13 followed, adequately train its staff and employees, and failure to inform their patients and/or
14 members. Further, as described more fully herein, being on actual and constructive notice of the
15 actions of Defendant ARTURO VARGAS, M.D., they failed to follow their legal obligations to
16 report his conduct. All of this indicates these Defendants consented, ratified, permitted,
17 encouraged, directed, and/or approved of the actions of ARTURO VARGAS, M.D., such that they
18 can be held fully responsible for all of his actions.

19 49. As a direct and proximate result of Defendants' fraud, Plaintiffs have and will incur
20 substantial special damages in the form of past and future medical expenses and loss of earnings,
21 as well as other economic damages, in an amount to be proved at trial.

22 50. As a further direct and proximate result of Defendants' fraud, Plaintiffs have and
23 will incur substantial general damages in the form of physical pain and psychological and
24 emotional suffering in an amount to be proved at the time of trial.

25 51. Furthermore, Defendants engaged in their conduct with malice, fraud and/or
26 impression and with a willful disregard of the likelihood that their actions would cause Plaintiffs
27 their injuries. Their despicable conduct was the actual and proximate cause of Plaintiffs' injuries.
28 As a result, Plaintiffs are entitled to punitive damages in an amount sufficient to punish

Defendants. Furthermore, Defendants KAISER FOUNDATION HEALTH PLAN, INC.; KAISER FOUNDATION HOSPITALS; SOUTHERN CALIFORNIA PERMANENTE MEDICAL GROUP and DOES 1-100, consented to, ratified, permitted, encouraged, directed, and/or approved the acts of each other Defendant, and in particular Defendant ARTURO VARGAS, M.D., when they were on actual and/or constructive notice of his illegal actions and failed to do anything to protect their patients, and in particular Plaintiffs, from him.

SECOND CAUSE OF ACTION

Sexual Battery

(By All Plaintiffs Against All Defendants)

52. Plaintiffs incorporate herein by reference the foregoing allegations in paragraphs 1-51 as though set forth fully herein.

53. As discussed in detail in the preceding paragraphs, Defendant ARTURO VARGAS, M.D., touched each of the Plaintiffs on their breasts and/or vaginas, with no medically necessary reason and with the intent of sexually and physically battering them.

54. Although ARTURO VARGAS, M.D., obtained the consent of Plaintiffs prior to committing these intentional touchings, such consents were fraudulently obtained, therefore were meaningless, and therefore Plaintiffs did not provide consent to the battery committed upon them by Defendant ARTURO VARGAS, M.D.

55. As described more fully herein, Defendants KAISER FOUNDATION HEALTH PLAN, INC.; KAISER FOUNDATION HOSPITALS; SOUTHERN CALIFORNIA PERMANENTE MEDICAL GROUP and DOES 1-100, were negligent, reckless, wanton, intentional, and indifferent as to the actions of Defendant ARTURO VARGAS, M.D., especially in their failures to adequately screen and investigate him prior to hiring, adequately investigate him in an ongoing manner, have adequate policies and procedures and ensure that they were followed, adequately train its staff and employees, and failure to inform their patients and/or members. Further, as described more fully herein, being on actual and constructive notice of the actions of Defendant ARTURO VARGAS, M.D., they failed to follow their legal obligations to report his conduct. All of this indicates these Defendants consented, ratified, permitted,

1 encouraged, directed, and/or approved of the actions of ARTURO VARGAS, M.D., such that they
2 can be held fully responsible for all of his actions.

3 56. As a direct and proximate result of Defendants' fraud, Plaintiffs have and will incur
4 substantial special damages in the form of past and future medical expenses and loss of earnings,
5 as well as other economic damages, in an amount to be proved at trial.

6 57. As a further direct and proximate result of Defendants' fraud, Plaintiffs have and
7 will incur substantial general damages in the form of physical pain and psychological and
8 emotional suffering in an amount to be proved at the time of trial.

9 58. Furthermore, Defendants engaged in their conduct with malice, fraud and/or
10 impression and with a willful disregard of the likelihood that their actions would cause Plaintiffs
11 their injuries. Their despicable conduct was the actual and proximate cause of Plaintiffs' injuries.
12 As a result, Plaintiffs are entitled to punitive damages in an amount sufficient to punish
13 Defendants. Furthermore, Defendants KAISER FOUNDATION HEALTH PLAN, INC.;
14 KAISER FOUNDATION HOSPITALS; SOUTHERN CALIFORNIA PERMANENTE
15 MEDICAL GROUP and DOES 1-100, consented to, ratified, permitted, encouraged, directed,
16 and/or approved the acts of each other Defendant, and in particular Defendant ARTURO
17 VARGAS, M.D., when they were on actual and/or constructive notice of his illegal actions and
18 failed to do anything to protect their patients, and in particular Plaintiffs, from him.

19 THIRD CAUSE OF ACTION

20 *Gender Related Violence (Civil Code section 51.7)*

21 (By All Plaintiffs Against All Defendants)

22 59. Plaintiffs incorporate herein by reference the foregoing allegations in paragraphs 1-
23 58 as though set forth fully herein.

24 60. As described in detail in the preceding paragraphs, Defendant ARTURO
25 VARGAS, M.D., committed a sexual and physical battery against each of the Plaintiffs. Each of
26 these actions constituted violence as contemplated by *Civil Code* section 51.7.

27 61. The motivating reason for Defendant ARTURO VARGAS, M.D.,'s illegal actions
28 was Plaintiffs' gender and sex.

62. As described more fully herein, Defendants KAISER FOUNDATION HEALTH PLAN, INC.; KAISER FOUNDATION HOSPITALS; SOUTHERN CALIFORNIA PERMANENTE MEDICAL GROUP and DOES 1-100, were negligent, reckless, wanton, intentional, and indifferent as to the actions of Defendant ARTURO VARGAS, M.D., especially in their failures to adequately screen and investigate him prior to hiring, adequately investigate him in an ongoing manner, have adequate policies and procedures and ensure that they were followed, adequately train its staff and employees, and failure to inform their patients and/or members. Further, as described more fully herein, being on actual and constructive notice of the actions of Defendant ARTURO VARGAS, M.D., they failed to follow their legal obligations to report his conduct. All of this indicates these Defendants consented, ratified, permitted, encouraged, directed, and/or approved of the actions of ARTURO VARGAS, M.D., such that they can be held fully responsible for all of his actions.

63. As a direct and proximate result of Defendants' illegal actions, Plaintiffs have and will incur substantial special damages in the form of past and future medical expenses and loss of earnings, as well as other economic damages, in an amount to be proved at trial.

64. As a further direct and proximate result of Defendants' illegal actions, Plaintiffs have and will incur substantial general damages in the form of physical pain and psychological and emotional suffering in an amount to be proved at the time of trial.

65. Furthermore, Defendants engaged in their conduct with malice, fraud and/or impression and with a willful disregard of the likelihood that their actions would cause Plaintiffs their injuries. Their despicable conduct was the actual and proximate cause of Plaintiffs' injuries. As a result, Plaintiffs are entitled to punitive damages in an amount sufficient to punish Defendants. Furthermore, Defendants KAISER FOUNDATION HEALTH PLAN, INC.; KAISER FOUNDATION HOSPITALS; SOUTHERN CALIFORNIA PERMANENTE MEDICAL GROUP and DOES 1-20, consented to, ratified, permitted, encouraged, directed, and/or approved the acts of each other Defendant, and in particular Defendant ARTURO VARGAS, M.D., when they were on actual and/or constructive notice of his illegal actions and failed to do anything to protect their patients, and in particular Plaintiffs, from him.

FOURTH CAUSE OF ACTION

Sexual Harassment in a Defined Relationship (Civil Code section 51.9)

(By All Plaintiffs Against All Defendants)

66. Plaintiffs incorporate herein by reference the foregoing allegations in paragraphs 1-65 as though set forth fully herein.

67. As described in detail in the preceding paragraphs, Defendants had a business and professional relationship with Plaintiffs where they were obligated to provide medical care and services to Plaintiffs and established physician-patient and health care provider-patient relationships with each of the Plaintiffs.

68. Defendant ARTURO VARGAS, M.D., committed sexual battery against each of the Plaintiffs.

69. Defendant ARTURO VARGAS, M.D.'s battery was unwelcome and was severe because it resulted in actual sexual touching and battery of each of the Plaintiffs.

70. Plaintiffs were unable to easily terminate their relationships with Defendant ARTURO VARGAS, M.D., because he was the primary care physician they had been assigned by Defendants KAISER FOUNDATION HEALTH PLAN, INC.; KAISER FOUNDATION HOSPITALS; SOUTHERN CALIFORNIA PERMANENTE MEDICAL GROUP and DOES 1-100. Further, Plaintiffs were unable to easily terminate their relationships with Defendants KAISER FOUNDATION HEALTH PLAN, INC.; KAISER FOUNDATION HOSPITALS; SOUTHERN CALIFORNIA PERMANENTE MEDICAL GROUP and DOES 1-100, as it is very difficult for lay individuals to navigate the healthcare insurance/provider industry and to obtain new or different insurance and/or healthcare providers.

71. As described more fully herein, Defendants KAISER FOUNDATION HEALTH PLAN, INC.; KAISER FOUNDATION HOSPITALS; SOUTHERN CALIFORNIA PERMANENTE MEDICAL GROUP and DOES 1-100, were negligent, reckless, wanton, intentional, and indifferent as to the actions of Defendant ARTURO VARGAS, M.D., especially in their failures to adequately screen and investigate him prior to hiring, adequately investigate him in an ongoing manner, have adequate policies and procedures and ensure that they were

1 followed, adequately train its staff and employees, and failure to inform their patients and/or
2 members. Further, as described more fully herein, being on actual and constructive notice of the
3 actions of Defendant ARTURO VARGAS, M.D., they failed to follow their legal obligations to
4 report his conduct. All of this indicates these Defendants consented, ratified, permitted,
5 encouraged, directed, and/or approved of the actions of ARTURO VARGAS, M.D., such that they
6 can be held fully responsible for all of his actions.

7 72. As a direct and proximate result of Defendants' illegal actions, Plaintiffs have and
8 will incur substantial special damages in the form of past and future medical expenses and loss of
9 earnings, as well as other economic damages, in an amount to be proved at trial.

10 73. As a further direct and proximate result of Defendants' illegal actions, Plaintiffs
11 have and will incur substantial general damages in the form of physical pain and psychological
12 and emotional suffering in an amount to be proved at the time of trial.

13 74. Furthermore, Defendants engaged in their conduct with malice, fraud and/or
14 impression and with a willful disregard of the likelihood that their actions would cause Plaintiffs
15 their injuries. Their despicable conduct was the actual and proximate cause of Plaintiffs' injuries.
16 As a result, Plaintiffs are entitled to punitive damages in an amount sufficient to punish
17 Defendants. Furthermore, Defendants KAISER FOUNDATION HEALTH PLAN, INC.;
18 KAISER FOUNDATION HOSPITALS; SOUTHERN CALIFORNIA PERMANENTE
19 MEDICAL GROUP and DOES 1-100, consented to, ratified, permitted, encouraged, directed,
20 and/or approved the acts of each other Defendant, and in particular Defendant ARTURO
21 VARGAS, M.D., when they were on actual and/or constructive notice of his illegal actions and
22 failed to do anything to protect their patients, and in particular Plaintiffs, from him.

23 FIFTH CAUSE OF ACTION

24 *Unlawful Business Practices (Business & Professions Code section 17200, et seq.)*

25 (By All Plaintiffs Against All Defendants)

26 75. Plaintiffs incorporate herein by reference the foregoing allegations in paragraphs 1-
27 74 as though set forth fully herein.

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76. At all times herein mentioned, Defendants conducted and continue through the present to conduct their respective business affairs as set forth in such a manner as to willfully and negligently allow an environment for sexual assaults to occur at its facilities, concealing from the general public the fact that it employed physicians who sexually assaulted patients, represented to the public that it provided care for patients in a safe environment, and protected Defendant ARTURO VARGAS, M.D., from criminal prosecution despite having actual and constructive knowledge of his sexual deviancies. As described in detail in the preceding paragraphs, Defendants' conduct, and in particular the conduct of its employee Defendant ARTURO VARGAS, M.D., was unlawful. Included among the laws that were violated are *Civil Code* sections 51.7, 51.9, 1708.5 and *Penal Code* section 243.4. These illegal actions arose within the business and professional relationship between Defendants and Plaintiffs and Plaintiffs were in the class of persons these laws were designed to protect. Defendants all conducted their business activities in such a way that members of the public are likely to be deceived regarding those business activities.

77. As a direct and proximate result of Defendants' illegal actions, Plaintiffs have and will incur substantial financial harm that was reasonably foreseeable at the time of Defendants' illegal actions. Plaintiffs request restitution in an amount to be proved at trial.

78. Plaintiffs also request a civil penalty of \$2,500.00 for the illegal business practices of defendants.

SIXTH CAUSE OF ACTION

Intentional Infliction of Emotional Distress

(By All Plaintiffs Against All Defendants)

79. Plaintiffs incorporate herein by reference the foregoing allegations in paragraphs 1-78 as though set forth fully herein.

80. As described in detail in the preceding paragraphs, Defendants' conduct, and in particular the conduct of Defendant ARTURO VARGAS, M.D., was outrageous. Defendant ARTURO VARGAS, M.D., exploited his position of trust and power with Plaintiffs for the

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1 purpose of gaining access to their bodies and fondling, groping, and otherwise touching their
2 private body parts where there was no medically necessary purpose.

3 81. Defendants' conduct was directed at Plaintiffs because they knew that Plaintiffs
4 would suffer harm from these offensive touchings.

5 82. Defendants' conduct was done with intent, or reckless disregard, of the fact that it
6 would cause severe emotional distress from Plaintiffs.

7 83. Plaintiffs did, in fact, suffer from severe emotional distress as a result of
8 Defendants' actions, manifested by anxiety and depression, loss of sleep, headaches, and other
9 physical manifestations as a result of the knowledge that Defendants' had sexually and physically
10 abused and battered them and had abused the trust of the physician-patient and healthcare
11 provider-patient relationships. These damages are alleged in an amount to be proved at the time of
12 trial.

13 84. Defendants' conduct was the actual and proximate cause of Plaintiffs' emotional
14 distress, which would not have occurred had Defendant ARTURO VARGAS, M.D., not sexually
15 and physically battered them.

16 85. As described more fully herein, Defendants KAISER FOUNDATION HEALTH
17 PLAN, INC.; KAISER FOUNDATION HOSPITALS; SOUTHERN CALIFORNIA
18 PERMANENTE MEDICAL GROUP and DOES 1-100, were negligent, reckless, wanton,
19 intentional, and indifferent as to the actions of Defendant ARTURO VARGAS, M.D., especially
20 in their failures to adequately screen and investigate him prior to hiring, adequately investigate
21 him in an ongoing manner, have adequate policies and procedures and ensure that they were
22 followed, adequately train its staff and employees, and failure to inform their patients and/or
23 members. Further, as described more fully herein, being on actual and constructive notice of the
24 actions of Defendant ARTURO VARGAS, M.D., they failed to follow their legal obligations to
25 report his conduct. All of this indicates these Defendants consented, ratified, permitted,
26 encouraged, directed, and/or approved of the actions of ARTURO VARGAS, M.D., such that they
27 can be held fully responsible for all of his actions.

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1 86. Furthermore, Defendants engaged in their conduct with malice, fraud and/or
2 oppression and with a willful disregard of the likelihood that their actions would cause Plaintiffs
3 their injuries. Their despicable conduct was the actual and proximate cause of Plaintiffs' injuries.
4 As a result, Plaintiffs are also entitled to punitive damages in an amount sufficient to punish
5 defendants and deter others from similar conduct. Furthermore, Defendants KAISER
6 FOUNDATION HEALTH PLAN, INC.; KAISER FOUNDATION HOSPITALS; SOUTHERN
7 CALIFORNIA PERMANENTE MEDICAL GROUP and DOES 1-100, consented to, ratified,
8 permitted, encouraged, directed, and/or approved the acts of each other Defendant, and in
9 particular Defendant ARTURO VARGAS, M.D., when they were on actual and/or constructive
10 notice of his illegal actions and failed to do anything to protect their patients, and in particular
11 Plaintiffs, from him.

12 SEVENTH CAUSE OF ACTION

13 *Negligent Hiring*

14 (By All Plaintiffs Against Defendants KAISER FOUNDATION HEALTH PLAN, INC.;

15 KAISER FOUNDATION HOSPITALS;

16 SOUTHERN CALIFORNIA PERMANENTE MEDICAL GROUP and DOES 1-100)

17 87. Plaintiffs incorporate herein by reference the foregoing allegations in paragraphs 1-
18 86 as though set forth fully herein.

19 88. Defendants KAISER FOUNDATION HEALTH PLAN, INC.; KAISER
20 FOUNDATION HOSPITALS; SOUTHERN CALIFORNIA PERMANENTE MEDICAL
21 GROUP and DOES 1-100 assumed a duty as the health care plan, hospital, and other healthcare
22 providers to Plaintiffs to ensure that they hired qualified employees and healthcare providers,
23 including staff physicians, to ensure that Plaintiffs did not suffer the type of sexual and physical
24 battery that they suffered at the hands of Defendant ARTURO VARGAS, M.D. (See *Elam v.*
25 *College Park Hospital* (1982) 132 Cal.App.3d 332.) This included the duty to do full and
26 reasonable background checks and investigations into their potential hires so as to identify all
27 reasonably available information that would inform them of the fitness of potential hires to

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1 provide medical care and treatment to their patients without posing an unreasonable risk to their
2 patients.

3 89. Defendants KAISER FOUNDATION HEALTH PLAN, INC.; KAISER
4 FOUNDATION HOSPITALS; SOUTHERN CALIFORNIA PERMANENTE MEDICAL
5 GROUP and DOES 1-100 negligently hired and granted staff privileges to Defendant ARTURO
6 VARGAS, M.D., by failing to do a reasonable and full background check and investigation into
7 Defendant ARTURO VARGAS, M.D. At all times mentioned herein, KAISER FOUNDATION
8 HEALTH PLAN, INC.; KAISER FOUNDATION HOSPITALS; SOUTHERN CALIFORNIA
9 PERMANENTE MEDICAL GROUP and DOES 1-100 knew or should have known based on
10 information that would have been readily available to them had they been reasonably diligent that
11 by allowing ARTURO VARGAS, M.D., to see and treat their members and/or patients of their
12 facilities, they were exposing those patients to unreasonable risk of harm. These Defendants
13 failed to perform a reasonable inquiry and investigation regarding Defendant ARTURO
14 VARGAS, M.D.

15 90. As a direct and proximate result of Defendants' negligence, Plaintiffs have and will
16 incur substantial special damages in the form of past and future medical expenses and loss of
17 earnings, as well as other economic damages, in an amount to be proved at trial.

18 91. As a further direct and proximate result of Defendants' negligence, Plaintiffs have
19 and will incur substantial general damages in the form of physical pain and psychological and
20 emotional suffering in an amount to be proved at the time of trial.

21 92. Defendants KAISER FOUNDATION HEALTH PLAN, INC.; KAISER
22 FOUNDATION HOSPITALS; SOUTHERN CALIFORNIA PERMANENTE MEDICAL
23 GROUP and DOES 1-100 were so wanton, reckless and indifferent in their lack of investigation
24 into Defendant ARTURO VARGAS, M.D., that it amounted to malice, fraud and/or oppression
25 and with a willful disregard of the likelihood that their actions would cause Plaintiffs their injuries.
26 Their despicable conduct was the actual and proximate cause of Plaintiffs' injuries. As a result,
27 Plaintiffs are also entitled to punitive damages in an amount sufficient to punish defendants and
28 deter others from similar conduct. Furthermore, Defendants KAISER FOUNDATION HEALTH

1 PLAN, INC.; KAISER FOUNDATION HOSPITALS; SOUTHERN CALIFORNIA
2 PERMANENTE MEDICAL GROUP and DOES 1-100, consented to, ratified, permitted,
3 encouraged, directed, and/or approved the acts of each other Defendant, and in particular
4 Defendant ARTURO VARGAS, M.D., when they were on actual and/or constructive notice of his
5 illegal actions and failed to do anything to protect their patients, and in particular Plaintiffs, from
6 him.

7 EIGHTH CAUSE OF ACTION

8 *Negligent Retention*

9 (By All Plaintiffs Against Defendants KAISER FOUNDATION HEALTH PLAN, INC.;

10 KAISER FOUNDATION HOSPITALS;

11 SOUTHERN CALIFORNIA PERMANENTE MEDICAL GROUP and DOES 1-100)

12 93. Plaintiffs incorporate herein by reference the foregoing allegations in paragraphs 1-
13 92 as though set forth fully herein.

14 94. Defendants KAISER FOUNDATION HEALTH PLAN, INC.; KAISER
15 FOUNDATION HOSPITALS; SOUTHERN CALIFORNIA PERMANENTE MEDICAL
16 GROUP and DOES 1-100 assumed a duty as the health care plan, hospital, and other healthcare
17 providers to Plaintiffs to ensure that they retained qualified employees and healthcare providers,
18 including staff physicians, to ensure that Plaintiffs did not suffer the type of sexual and physical
19 battery that they suffered at the hands of Defendant ARTURO VARGAS, M.D. (See *Elam v.*
20 *College Park Hospital* (1982) 132 Cal.App.3d 332.) This included the duty to perform routine
21 performance evaluations, monitoring, and other evaluations to ensure that retention of Defendant
22 ARTURO VARGAS, M.D., did not place their patients, and Plaintiffs in particular, at an
23 unreasonable risk of harm.

24 95. Defendants KAISER FOUNDATION HEALTH PLAN, INC.; KAISER
25 FOUNDATION HOSPITALS; SOUTHERN CALIFORNIA PERMANENTE MEDICAL
26 GROUP and DOES 1-100 negligently allowed Defendant ARTURO VARGAS, M.D., to retain
27 staff privileges and see their patients. At all times mentioned herein, KAISER FOUNDATION
28 HEALTH PLAN, INC.; KAISER FOUNDATION HOSPITALS; SOUTHERN CALIFORNIA

1 PERMANENTE MEDICAL GROUP and DOES 1-100 knew or should have known, had they
2 performed reasonable ongoing evaluations of Defendant ARTURO VARGAS, M.D., that by
3 allowing ARTURO VARGAS, M.D., to see and treat their members and/or patients of their
4 facilities, they were exposing those patients to unreasonable risk of harm. These Defendants
5 failed to perform any level of ongoing reasonable inquiry and investigation regarding Defendant
6 ARTURO VARGAS, M.D.

7 96. Plaintiffs are informed and believe, and thereon allege, that Defendants KAISER
8 FOUNDATION HEALTH PLAN, INC.; KAISER FOUNDATION HOSPITALS; SOUTHERN
9 CALIFORNIA PERMANENTE MEDICAL GROUP and DOES 1-100 had advance knowledge,
10 or constructive knowledge through information that would have been identified through the
11 exercise of reasonable care, of the unfitness of Defendants ARTURO VARGAS, M.D., to provide
12 patient care to their members and patients, such as Plaintiffs. Despite this advance notice,
13 Defendants KAISER FOUNDATION HEALTH PLAN, INC.; KAISER FOUNDATION
14 HOSPITALS; SOUTHERN CALIFORNIA PERMANENTE MEDICAL GROUP and DOES 1-
15 100 continued to retain Defendants ARTURO VARGAS, M.D., thus placing their members and
16 patients, such as Plaintiffs, at an unreasonable risk of harm.

17 97. As a direct and proximate result of Defendants' negligence, Plaintiffs have and will
18 incur substantial special damages in the form of past and future medical expenses and loss of
19 earnings, as well as other economic damages, in an amount to be proved at trial.

20 98. As a further direct and proximate result of Defendants' negligence, Plaintiffs have
21 and will incur substantial general damages in the form of physical pain and psychological and
22 emotional suffering in an amount to be proved at the time of trial.

23 99. Defendants KAISER FOUNDATION HEALTH PLAN, INC.; KAISER
24 FOUNDATION HOSPITALS; SOUTHERN CALIFORNIA PERMANENTE MEDICAL
25 GROUP and DOES 1-100 were so wanton, reckless and indifferent in their lack of ongoing
26 investigation into Defendant ARTURO VARGAS, M.D., that it amounted to malice, fraud and/or
27 oppression and with a willful disregard of the likelihood that their actions would cause Plaintiffs
28 their injuries. Their despicable conduct was the actual and proximate cause of Plaintiffs' injuries.

1 As a result, Plaintiffs are also entitled to punitive damages in an amount sufficient to punish
2 defendants and deter others from similar conduct. Furthermore, Defendants KAISER
3 FOUNDATION HEALTH PLAN, INC.; KAISER FOUNDATION HOSPITALS; SOUTHERN
4 CALIFORNIA PERMANENTE MEDICAL GROUP and DOES 1-100, consented to, ratified,
5 permitted, encouraged, directed, and/or approved the acts of each other Defendant, and in
6 particular Defendant ARTURO VARGAS, M.D., when they were on actual and/or constructive
7 notice of his illegal actions and failed to do anything to protect their patients, and in particular
8 Plaintiffs, from him.

9 NINTH CAUSE OF ACTION

10 *Negligent Supervision*

11 (By All Plaintiffs Against Defendants KAISER FOUNDATION HEALTH PLAN, INC.;

12 KAISER FOUNDATION HOSPITALS;

13 SOUTHERN CALIFORNIA PERMANENTE MEDICAL GROUP and DOES 1-100)

14 100. Plaintiffs incorporate herein by reference the foregoing allegations in paragraphs 1-
15 99 as though set forth fully herein.

16 101. Defendants KAISER FOUNDATION HEALTH PLAN, INC.; KAISER
17 FOUNDATION HOSPITALS; SOUTHERN CALIFORNIA PERMANENTE MEDICAL
18 GROUP and DOES 1-100 assumed a duty as the health care plan, hospital, and other healthcare
19 providers to Plaintiffs to ensure that they properly supervised their employees and healthcare
20 providers, including staff physicians, to ensure that Plaintiffs did not suffer the type of sexual and
21 physical battery that they suffered at the hands of Defendant ARTURO VARGAS, M.D. This
22 included the duty to have appropriate policies and procedures in place, and ensure that those
23 policies and procedures were maintained and followed by their employees and staff, such that
24 interactions with members and patients were supervised so as not to place their members and
25 patients, and Plaintiffs in particular, at an unreasonable risk of harm.

26 102. Defendants KAISER FOUNDATION HEALTH PLAN, INC.; KAISER
27 FOUNDATION HOSPITALS; SOUTHERN CALIFORNIA PERMANENTE MEDICAL
28 GROUP and DOES 1-100 negligently failed to have proper supervision of its employees, staff,

1 and staff physicians, such that improper unsupervised contact was allowed in a continuous and
2 ongoing manner. At all times mentioned herein, KAISER FOUNDATION HEALTH PLAN,
3 INC.; KAISER FOUNDATION HOSPITALS; SOUTHERN CALIFORNIA PERMANENTE
4 MEDICAL GROUP and DOES 1-100 knew or should have known, had they had the proper
5 policies and procedures in place, and had they properly ensured that these policies and procedures
6 were being effectuated, that Defendant ARTURO VARGAS, M.D., was having unauthorized and
7 unsupervised contact with their members and/or patients at their facilities, thus exposing those
8 patients, and Plaintiffs in particular, to unreasonable risk of harm.

9 103. Plaintiffs are informed and believe, and thereon allege, that Defendants KAISER
10 FOUNDATION HEALTH PLAN, INC.; KAISER FOUNDATION HOSPITALS; SOUTHERN
11 CALIFORNIA PERMANENTE MEDICAL GROUP and DOES 1-100 had advance knowledge,
12 or constructive knowledge through information that would have been identified through the
13 exercise of reasonable care, of the inappropriate nature of Defendant ARTURO VARGAS,
14 M.D.,'s contact with their members and patients, such as Plaintiffs. Despite this advance notice,
15 Defendants KAISER FOUNDATION HEALTH PLAN, INC.; KAISER FOUNDATION
16 HOSPITALS; SOUTHERN CALIFORNIA PERMANENTE MEDICAL GROUP and DOES 1-
17 100 continued to allow Defendant ARTURO VARGAS, M.D., access to their patients and
18 members, thus placing those members and patients, such as Plaintiffs, at an unreasonable risk of
19 harm.

20 104. As a direct and proximate result of Defendants' negligence, Plaintiffs have and will
21 incur substantial special damages in the form of past and future medical expenses and loss of
22 earnings, as well as other economic damages, in an amount to be proved at trial.

23 105. As a further direct and proximate result of Defendants' negligence, Plaintiffs have
24 and will incur substantial general damages in the form of physical pain and psychological and
25 emotional suffering in an amount to be proved at the time of trial.

26 106. Defendants KAISER FOUNDATION HEALTH PLAN, INC.; KAISER
27 FOUNDATION HOSPITALS; SOUTHERN CALIFORNIA PERMANENTE MEDICAL
28 GROUP and DOES 1-100 were so wanton, reckless and indifferent in their lack of proper

1 supervision of Defendant ARTURO VARGAS, M.D., that it amounted to malice, fraud and/or
2 oppression and with a willful disregard of the likelihood that their actions would cause Plaintiffs
3 their injuries. Their despicable conduct was the actual and proximate cause of Plaintiffs' injuries.
4 As a result, Plaintiffs are also entitled to punitive damages in an amount sufficient to punish
5 defendants and deter others from similar conduct. Furthermore, Defendants KAISER
6 FOUNDATION HEALTH PLAN, INC.; KAISER FOUNDATION HOSPITALS; SOUTHERN
7 CALIFORNIA PERMANENTE MEDICAL GROUP and DOES 1-100, consented to, ratified,
8 permitted, encouraged, directed, and/or approved the acts of each other Defendant, and in
9 particular Defendant ARTURO VARGAS, M.D., when they were on actual and/or constructive
10 notice of his illegal actions and failed to do anything to protect their patients, and in particular
11 Plaintiffs, from him.

TENTH CAUSE OF ACTION

Negligent Training

14 (By All Plaintiffs Against Defendants KAISER FOUNDATION HEALTH PLAN, INC.;

15 KAISER FOUNDATION HOSPITALS;

16 SOUTHERN CALIFORNIA PERMANENTE MEDICAL GROUP and DOES 1-100)

17 107. Plaintiffs incorporate herein by reference the foregoing allegations in paragraphs 1-
18 106 as though set forth fully herein.

19 108. Defendants KAISER FOUNDATION HEALTH PLAN, INC.; KAISER
20 FOUNDATION HOSPITALS; SOUTHERN CALIFORNIA PERMANENTE MEDICAL
21 GROUP and DOES 1-100 assumed a duty as the health care plan, hospital, and other healthcare
22 providers to Plaintiffs to ensure that they properly trained their employees and healthcare
23 providers, including staff physicians, to ensure that Plaintiffs did not suffer the type of sexual and
24 physical battery that they suffered at the hands of Defendant ARTURO VARGAS, M.D. This
25 included the duty to have properly train their staff, employees and physicians as to the proper
26 standards for patient interactions, including when it was appropriate for physicians to have private
27 access to patients, what type of examinations required supervision, what types of conduct or
28 behavior would raise suspicion of deviation from accepted practices, and other policies and

1 procedures that would have identified Defendant ARTURO VARGAS, M.D.,'s behavior placed
2 its members and patients, including Plaintiffs, at an unreasonable risk of harm. Further, these
3 Defendants had a duty to provide appropriate information to their patients regarding what to
4 expect during appropriate examinations, including importantly what type of examinations would
5 be conducted without a witness present and what would be done during standard breast and
6 vaginal examinations.

7 109. Defendants KAISER FOUNDATION HEALTH PLAN, INC.; KAISER
8 FOUNDATION HOSPITALS; SOUTHERN CALIFORNIA PERMANENTE MEDICAL
9 GROUP and DOES 1-100 negligently failed to have proper training of its employees, staff, and
10 staff physicians, such that improper unsupervised contact by Defendant ARTURO VARGAS,
11 M.D., with female members and patients, including Plaintiffs, was allowed in a continuous and
12 ongoing manner. At all times mentioned herein, KAISER FOUNDATION HEALTH PLAN,
13 INC.; KAISER FOUNDATION HOSPITALS; SOUTHERN CALIFORNIA PERMANENTE
14 MEDICAL GROUP and DOES 1-100 knew or should have known, had they had the proper
15 training in place, that Defendant ARTURO VARGAS, M.D., was having unauthorized and
16 unsupervised contact with their members and/or patients at their facilities, thus exposing those
17 patients, and Plaintiffs in particular, to unreasonable risk of harm. Further, their failure to properly
18 inform their patients and members, exposed their uninformed patients and members to Defendant
19 ARTURO VARGAS, M.D.'s fraud, and providing unwitting consent to sexual assault.

20 110. Plaintiffs are informed and believe, and thereon allege, that Defendants KAISER
21 FOUNDATION HEALTH PLAN, INC.; KAISER FOUNDATION HOSPITALS; SOUTHERN
22 CALIFORNIA PERMANENTE MEDICAL GROUP and DOES 1-100 had advance knowledge,
23 or constructive knowledge through information that would have been identified through the
24 exercise of reasonable care, of the inappropriate nature of Defendant ARTURO VARGAS,
25 M.D.,'s contact with their members and patients, such as Plaintiffs. Despite this advance notice,
26 Defendants KAISER FOUNDATION HEALTH PLAN, INC.; KAISER FOUNDATION
27 HOSPITALS; SOUTHERN CALIFORNIA PERMANENTE MEDICAL GROUP and DOES 1-
28 100 continued to allow Defendant ARTURO VARGAS, M.D., access to their patients and

1 members, thus placing those members and patients, such as Plaintiffs, at an unreasonable risk of
2 harm.

3 111. As a direct and proximate result of Defendants' negligence, Plaintiffs have and will
4 incur substantial special damages in the form of past and future medical expenses and loss of
5 earnings, as well as other economic damages, in an amount to be proved at trial.

6 112. As a further direct and proximate result of Defendants' negligence, Plaintiffs have
7 and will incur substantial general damages in the form of physical pain and psychological and
8 emotional suffering in an amount to be proved at the time of trial.

9 113. Defendants KAISER FOUNDATION HEALTH PLAN, INC.; KAISER
10 FOUNDATION HOSPITALS; SOUTHERN CALIFORNIA PERMANENTE MEDICAL
11 GROUP and DOES 1-100 were so wanton, reckless and indifferent in their lack of proper training
12 of their employees, staff and physicians that it amounted to malice, fraud and/or oppression and
13 with a willful disregard of the likelihood that their actions would cause Plaintiffs their injuries.
14 Their despicable conduct was the actual and proximate cause of Plaintiffs' injuries. As a result,
15 Plaintiffs are also entitled to punitive damages in an amount sufficient to punish defendants and
16 deter others from similar conduct. Furthermore, Defendants KAISER FOUNDATION HEALTH
17 PLAN, INC.; KAISER FOUNDATION HOSPITALS; SOUTHERN CALIFORNIA
18 PERMANENTE MEDICAL GROUP and DOES 1-100, consented to, ratified, permitted,
19 encouraged, directed, and/or approved the acts of each other Defendant, and in particular
20 Defendant ARTURO VARGAS, M.D., when they were on actual and/or constructive notice of his
21 illegal actions and failed to do anything to protect their patients, and in particular Plaintiffs, from
22 him.

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ELEVENTH CAUSE OF ACTION

Negligence Per Se

(By All Plaintiffs Against Defendants KAISER FOUNDATION HEALTH PLAN, INC.;

KAISER FOUNDATION HOSPITALS;

SOUTHERN CALIFORNIA PERMANENTE MEDICAL GROUP and DOES 1-100)

114. Plaintiffs incorporate herein by reference the foregoing allegations in paragraphs 1-113 as though set forth fully herein.

115. During the several year period in which Defendant ARTURO VARGAS, M.D., was allowed by Defendants, and each of them, to perpetrate the conduct identified herein, they failed and refused to properly report his behavior in violation of *Code of Federal Regulations* Title 45 § 164.512, *Penal Code* sections 11160, et seq., and other statutes and regulations which govern mandatory reporting of sexual assaults and related crimes.

116. As a result of these violations, there was no outside investigation performed of the actions of Defendant ARTURO VARGAS, M.D. Had such an outside investigation been performed, it would have revealed Defendant ARTURO VARGAS, M.D.'s crimes, and the members and patients of Defendants KAISER FOUNDATION HEALTH PLAN, INC.; KAISER FOUNDATION HOSPITALS; SOUTHERN CALIFORNIA PERMANENTE MEDICAL GROUP and DOES 1-100 would have been protected from further sexual abuses by Defendant ARTURO VARGAS, M.D. Thus, these statutes that were designed to protect the patients and members of Defendants were rendered useless by their intentional and reckless failures to comply with their statutory obligations.

117. As a direct and proximate result of Defendants' negligence, Plaintiffs have and will incur substantial special damages in the form of past and future medical expenses and loss of earnings, as well as other economic damages, in an amount to be proved at trial.

118. As a further direct and proximate result of Defendants' negligence, Plaintiffs have and will incur substantial general damages in the form of physical pain and psychological and emotional suffering in an amount to be proved at the time of trial.

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119. Defendants KAISER FOUNDATION HEALTH PLAN, INC.; KAISER FOUNDATION HOSPITALS; SOUTHERN CALIFORNIA PERMANENTE MEDICAL GROUP and DOES 1-100 were so wanton, reckless and indifferent in their lack of proper compliance with the above entitled statutes that it amounted to malice, fraud and/or oppression and with a willful disregard of the likelihood that their actions would cause Plaintiffs their injuries. Their despicable conduct was the actual and proximate cause of Plaintiffs' injuries. As a result, Plaintiffs are also entitled to punitive damages in an amount sufficient to punish defendants and deter others from similar conduct. Furthermore, Defendants KAISER FOUNDATION HEALTH PLAN, INC.; KAISER FOUNDATION HOSPITALS; SOUTHERN CALIFORNIA PERMANENTE MEDICAL GROUP and DOES 1-100, consented to, ratified, permitted, encouraged, directed, and/or approved the acts of each other Defendant, and in particular Defendant ARTURO VARGAS, M.D., when they were on actual and/or constructive notice of his illegal actions and failed to do anything to protect their patients, and in particular Plaintiffs, from him.

TWELFTH CAUSE OF ACTION

Violation of Civil Code section 1708.5

(By All Plaintiffs Against All Defendants)

120. Plaintiffs incorporate herein by reference the foregoing allegations in paragraphs 1-119 as though set forth fully herein.

121. Defendants and each of them as described above acted with the intent to cause a harmful or offensive contact with an intimate part of the Plaintiffs, and a sexually offensive contact with Plaintiffs directly or indirectly resulted. Defendants and each of them as described in this Complaint ratified the behavior of the other Defendants.

122. Defendants and each of them as described above acted with the intent to cause an imminent apprehension of the conduct described in this Complaint and a sexually offensive contact directly or indirectly resulted.

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123. Because of the behavior of Defendants, including the ratifying behavior described in this Complaint, the Defendants and each of them are liable for general, special and punitive damages pursuant to *Civil Code* section 1708.5 in an amount to be proven at trial.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs SARA G., SALLY G., and ROZELLE H., pray for judgment against the DEFENDANTS, and each of them, as follows:

ON THE FIRST CAUSE OF ACTION:

1. For general damages, according to proof;
2. For special damages, according to proof;
3. For other compensatory damages, according to proof;
4. For punitive damages according to proof;

ON THE SECOND CAUSE OF ACTION:

1. For general damages, according to proof;
2. For special damages, according to proof;
3. For other compensatory damages, according to proof;
4. For punitive damages according to proof;

ON THE THIRD CAUSE OF ACTION:

1. For general damages, according to proof;
2. For special damages, according to proof;
3. For other compensatory damages, according to proof;
4. For punitive damages according to proof;
5. For attorneys' fees and costs;

ON THE FOURTH CAUSE OF ACTION:

1. For general damages, according to proof;
2. For special damages, according to proof;
3. For other compensatory damages, according to proof;
4. For punitive damages according to proof;
5. For attorneys' fees and costs;

ON THE FIFTH CAUSE OF ACTION:

1. For restitution, according to proof;
2. For civil penalties in the amount of \$2,500.00;
3. For equitable and injunctive relief;
4. For attorneys' fees pursuant to CCP 1021.5;

ON THE SIXTH CAUSE OF ACTION:

1. For general damages, according to proof;
2. For special damages, according to proof;
3. For other compensatory damages, according to proof;
4. For punitive damages according to proof;

ON THE SEVENTH CAUSE OF ACTION:

1. For general damages, according to proof;
2. For special damages, according to proof;
3. For other compensatory damages, according to proof;
4. For punitive damages according to proof;

ON THE EIGHTH CAUSE OF ACTION:

1. For general damages, according to proof;
2. For special damages, according to proof;
3. For other compensatory damages, according to proof;
4. For punitive damages according to proof;

ON THE NINTH CAUSE OF ACTION:

1. For general damages, according to proof;
2. For special damages, according to proof;
3. For other compensatory damages, according to proof;
4. For punitive damages according to proof;

ON THE TENTH CAUSE OF ACTION:

1. For general damages, according to proof;
2. For special damages, according to proof;

3. For other compensatory damages, according to proof;

4. For punitive damages according to proof;

ON THE ELEVENTH CAUSE OF ACTION:

1. For general damages, according to proof;

2. For special damages, according to proof;

3. For other compensatory damages, according to proof;

4. For punitive damages according to proof;

ON THE TWELFTH CAUSE OF ACTION:

1. For general damages, according to proof;

2. For special damages, according to proof;

3. For other compensatory damages, according to proof;

4. For punitive damages according to proof;

5. For attorneys' fees and costs;

ON ALL CAUSES OF ACTION:

1. For costs of suit incurred herein;

2. For interest and prejudgment interest according to law;

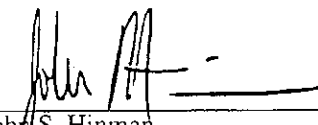
3. For such other and further relief as the Court deems just and proper.

PLAINTIFFS HEREBY DEMAND A JURY TRIAL.

DATED: January 22, 2015

LAW OFFICES OF JOHN S. HINMAN

By:


John S. Hinman
Attorney for Plaintiff

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): John S. Hinman, SBN 265581 The Law Offices of John S. Hinman 3730 E. Broadway, Ste EF Long Beach, CA 90802 TELEPHONE NO.: 562.2228.1375 FAX NO.: 562.228.1376 ATTORNEY FOR (Name):		FOR COURT USE ONLY FILED Superior Court of California County of Los Angeles JAN 22 2015 Sherri R. Carter, Executive Officer/Clerk By <u>Myrna Beltran</u> Deputy Myrna Beltran	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles STREET ADDRESS: 111 N. Hill St. MAILING ADDRESS: 111 N. Hill St. CITY AND ZIP CODE: Los Angeles 90012 BRANCH NAME: Stanley Mosk			
CASE NAME: Sara G., et al. v. Vargas, et al.			
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: BC570093 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 checked="" 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 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)
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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
b. <input checked="" type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
c. <input type="checkbox"/> Substantial amount of documentary evidence | d. <input type="checkbox"/> Large number of witnesses
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
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):
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: January 22, 2015

John S. Hinman

(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:

Sara G., et al. v. Vargas, et al.

CASE NUMBER

BC570093

CIVIL CASE COVER SHEET ADDENDUM AND
STATEMENT OF LOCATION

BY FAX

(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 15 ☐ 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)

- Class actions must be filed in the Stanley Mosk Courthouse, central district.
- May be filed in central (other county, or no bodily injury/property damage).
- Location where cause of action arose.
- Location where bodily injury, death or damage occurred.
- Location where performance required or defendant resides.
- Location of property or permanently garaged vehicle.
- Location where petitioner resides.
- Location wherein defendant/respondent functions wholly.
- Location where one or more of the parties reside.
- 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 checked="" 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: Sara G., et al. v. Vargas, et al.	CASE NUMBER
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	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., 6. 2., 5.
	Insurance Coverage (18)	<input type="checkbox"/> A6045 Insurance Coverage (not complex)	1., 2., 5., 8.
	Other Contract (37)	<input type="checkbox"/> A6009 Contractual Fraud <input type="checkbox"/> A6031 Tortious Interference <input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1., 2., 3., 5. 1., 2., 3., 5. 1., 2., 3., 8.
		Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation Number of parcels _____
Wrongful Eviction (33)		<input type="checkbox"/> A6023 Wrongful Eviction Case	2., 6.
Real Property	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	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:

Sara G., et al. v. Vargas, 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.
Enforcement of Judgment	Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only)	1., 2., 5., 8.
	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.
Miscellaneous Civil Complaints	RICO (27)	<input type="checkbox"/> A6033 Racketeering (RICO) Case	1., 2., 8.
	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.
Miscellaneous Civil Petitions	Partnership Corporation Governance (21)	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2., 8.
	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: Sara G., et al. v. Vargas, et al.	CASE NUMBER
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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 type="checkbox"/> 2. <input type="checkbox"/> 3. <input checked="" type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10.			ADDRESS: 1550 Town Center Drive
CITY: Montebello	STATE: CA	ZIP CODE: 90640	

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: January 22, 2015

(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.