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7 SUPERIOR COURT OF CALIFORNIA  
8 COUNTY OF ORANGE - CENTRAL

9 ISAAK BARNES, an individual )  
10 and minor, )

Case No. 30-2016-00842820-CU-MM-CJC

Judge Randall J. Sherman

[UNLIMITED JURISDICTION]

11 )  
12 )  
13 Plaintiff,

vs.

COMPLAINT FOR DAMAGES

14 KAISER FOUNDATION HEALTH )  
15 PLAN, INC., a corporation; )  
16 KAISER FOUNDATION HOSPITALS, )  
a corporation; SOUTHERN )  
17 CALIFORNIA PERMANENTE )  
MEDICAL GROUP, INC., a )  
18 corporation; LYNN HOANG, )  
M.D., an individual; )  
19 SURESH G. GURBANI, M.D., an )  
individual; ALTAF MOHAMMED )  
20 KAZI, M.D., an individual; )  
ANDREW SONG, D.O., an )  
21 individual, DAN H. CHIKAMI, )  
O.D., an individual, and )  
DOES 1 -50, )

(NEGLIGENCE, AND BREACH OF  
FIDUCIARY DUTY)

22 )  
23 )  
24 Defendants. )  
25 )  
26 )  
27 )  
28 )

1  
2 Plaintiff ISAAK BARNES alleges in this Complaint as follows:

3 **ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

4 1. Plaintiff ISAAK BARNES ("BARNES") is an individual, and  
5 a minor whose date of birth is March 25, 2008.

6 2. Defendant KAISER FOUNDATION HEALTH PLAN, INC. ("KAISER  
7 HEALTH PLAN") is a hospital, medical clinic, and/or medical  
8 facility maintained pursuant to a license existing under and by  
9 virtue of the laws of the state of California, and a California  
10 corporation duly existing under and by virtue of the laws of the  
11 State of California, and authorized to and engaged in doing  
12 business in the State of California.

13 3. Defendant KAISER FOUNDATION HOSPITALS ("KAISER  
14 HOSPITALS") is a hospital, medical clinic, and/or medical  
15 facility maintained pursuant to a license existing under and by  
16 virtue of the laws of the state of California, and a California  
17 corporation duly existing under and by virtue of the laws of the  
18 State of California, and authorized to and engaged in doing  
19 business in the State of California.

20 4. Defendant SOUTHERN CALIFORNIA PERMANENTE MEDICAL GROUP,  
21 INC. ("KAISER PERMANENTE") is a hospital, medical clinic, and/or  
22 medical facility maintained pursuant to a license existing under  
23 and by virtue of the laws of the state of California, and a  
24 California corporation duly existing under and by virtue of the  
25 laws of the State of California, whose status as of March 17,  
26 2016 is dissolved.

5. Defendants KAISER FOUNDATION HEALTH PLAN, INC., KAISER FOUNDATION HOSPITALS, and SOUTHERN CALIFORNIA PERMANENTE MEDICAL GROUP, INC. are collectively referred to as "Defendant KAISER".

6. Defendant LYNN HOANG, M.D., ("HOANG") is an individual, and was a physician duly licensed to practice medicine in the state of California at all times relevant hereto, and doing business at Lakeview Medical Offices, located at 441 N. Lakeview Ave., Anaheim, California.

7. Defendant SURESH G. GURBANI, M.D. ("GURBANI") is an individual, and was a physician duly licensed to practice medicine in the state of California at all times relevant hereto, and doing business at the KAISER medical facility, located at 3460 E. La Palma Ave., Anaheim, California

8. Defendant ALTAF MOHAMMED KAZI, M.D., ("KAZI") is an individual, and was a physician duly licensed to practice medicine in the state of California at all times relevant hereto, and doing business at Lakeview Medical Offices, located at 411 N. Lakeview Ave., Anaheim, California.

9. Defendant ANDREW SONG, D.O. ("SONG") is an individual, and was a physician duly licensed to practice medicine in the state of California at all times relevant hereto, and doing business at Lakeview Medical Offices, located at 411 N. Lakeview Ave., Anaheim, California.

10. Defendant DAN H. CHIKAMI, O.D., ("CHIKAMI") is an individual, and was a optometrist duly licensed to practice optometry in the state of California at all times relevant

1 hereto, and doing business at Yorba Linda Medical Offices,  
2 located at 22550 E. Savi Ranch Parkway, Yorba Linda, California.

3 11. Stephen Jermaine Barnes ("Stephen Barnes"), is an  
4 individual, and the father of Plaintiff ISAAK BARNES.

5 12. Leandra Navarro ("Leandra Navarro"), is an individual,  
6 and the mother of Plaintiff ISAAK BARNES.

7 13. Shawn Barnes ("Shawn Barnes"), is an individual, and  
8 the twin brother of Plaintiff ISAAK BARNES.

9 14. Plaintiff is ignorant of the true names and capacities  
10 of defendants sued as Does 1 through 50, inclusive, and therefore  
11 sues these defendants by these fictitious names. Plaintiff will  
12 amend this complaint to allege their true names and capacities  
13 when they have been ascertained. Plaintiff is informed and  
14 believes and thereon alleges that each of the fictitiously named  
15 defendants is in breach of some contract or is tortiously or  
16 otherwise legally responsible in some manner for the occurrences  
17 alleged in this complaint for plaintiff's damages.

18 15. Plaintiff is informed and believes and thereon alleges  
19 that, at all relevant times, each of the defendants, including  
20 Does 1 through 50, inclusive, was the agent or employee of each  
21 of the remaining defendants, and, in doing the things alleged,  
22 was acting within the scope of that agency or employment.

23 16. On February 28, 2012 Plaintiff ISAAK BARNES' father  
24 Stephen Barnes brought Plaintiff ISAAK BARNES to Lakeview Medical  
25 Offices, located at 411 N. Lakeview Ave., Anaheim, California  
26 because Plaintiff had a spell the previous night when he wasn't  
27

1 himself, as he was staring and repeating himself when asked  
2 questions; stuck in a position of staring to the side; had a  
3 temperature of 101; and vomited. Plaintiff BARNES was seen by Dr.  
4 ALTAF MOHAMMED KAZI for assessment and possible treatment.  
5 [Exhibit ("Ex.") "1" : KAISER PERMANENTE records pg. 44.]

6 17. After assessing Plaintiff ISAAK BARNES, Defendant  
7 KAZI's PLAN states : "Advise good hydration with clear liquids,  
8 rest, have Plaintiff breath clean humidified air and may elevate  
9 the head of the bed up to 30 degrees, and acetaminophen prn for  
10 fever or pain. For infants and toddlers, may gently suction the  
11 nares after inserting a few drops of nasal saline in each  
12 nostril. For an older child, have the child blow the nose after  
13 inserting a few drops of nasal saline in each nostril. For  
14 children >: 2 years of age, may also give 1-2 tsp of honey at  
15 bedtime to help with cough. Advised to not give OTC cough and  
16 cold preparations in children < 4yrs age due to safety and lack  
17 of proven efficacy." [Ex. "1" : KAISER PERMANENT records pg. 51.]  
18 Plaintiff's parents were provided with "Your Kaiser Permanent  
19 Care Instructions" for "Cold (Upper Respiratory Infection), 3 to  
20 6 Years: After Your Child's Visit". [Ex. "1" : KAISER PERMANENTE  
21 records pgs. 52-53.]

22 18. On March 13, 2012 Plaintiff ISAAK BARNES' mother  
23 Leandra Navarro brought Plaintiff ISAAK BARNES to Lakeview  
24 Medical Offices because Plaintiff BARNES was vomiting, having  
25 headaches, and experiencing sensitivity to light. Plaintiff  
26 BARNES was seen by DR. ANDREW SONG, whose "ASSESSMENT" states  
27  
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1 "NAUSEA", and "HEADACHE"; and "PLAN: No orders of the defined  
2 types were placed in this encounter; -possible abdominal  
3 migraine?, doubt meningitis, bleed, mass -> neuro exam normal; -  
4 family hx of migraines, and child has symptoms only early AM or  
5 late at night; -trial of NSAID's; -RTC pm; -F/U with PMD." [Ex.  
6 "1" : KAISER PERMANENT records pgs. 60-62.] Plaintiff's parents  
7 were provided with "Your Kaiser Permanent Care Instructions" for  
8 "Migraine Headaches: After Your Child's Visit". [Ex. "1" :  
9 KAISER PERMANENTE records pgs. 63 - 64.]

10 19. Thereafter, Plaintiff BARNES symptoms, including  
11 vomiting, headaches, sensitivity to light and vision problems,  
12 continued and increased; and Plaintiff BARNES mother Leandra  
13 Navarro contacted Defendant KAISER and requested that Plaintiff  
14 ISAAK BARNES be seen by an eye specialist because Plaintiff's  
15 right eye was crossing inward, and Defendant KAISER directed Ms.  
16 Navarro to have Plaintiff ISAAK BARNES seen by Defendant DAN H.  
17 CHIKAMI, an optometrist, doing business at the Yorba Linda  
18 Medical Offices, located at 22550 E. Savi Ranch Parkway, Yorba  
19 Linda, California.

20 20. On April 18, 2012 Plaintiff ISAAK BARNES' father  
21 Stephen Barnes brought Plaintiff ISAAK BARNES to Yorba Linda  
22 Medical Offices, located at 22550 E. Savi Ranch Parkway, Yorba  
23 Linda, California, where Plaintiff BARNES was examined by  
24 Defendant DAN H. CHIKAMI, an optometrist. Defendant CHIKAMI  
25 reported that Plaintiff BARNES was nearsighted, and wrote a  
26 prescription for glasses for Plaintiff BARNES. Defendant  
27 CHIKAMI's Progress Notes state that Plaintiff BARNES parents were

1 concerned that Plaintiff's OD (eye) seems to turn inward at  
2 times, and that Plaintiff was having eyestrain when focusing on  
3 targets and near work. Defendant CHIKAMI's "Assessment" of  
4 Plaintiff BARNES reports " 378.00 ESOTROPIA; 357.20 ASTIGMATISM;  
5 367.0 HYPEROPRIA"; Defendant CHIKAMI's "Plan: Prescription as per  
6 modified refraction from cycloplegic". Defendant CHIKAMI also  
7 reported that Plaintiff's parent wants a referral to an  
8 ophthalmology pediatrician. [Ex. "1" : KAISER PERMANENTE  
9 records pgs. 69 - 74.]

10 21. On May 14, 2012 Plaintiff ISAAK BARNES' mother Leandra  
11 brought Plaintiff ISAAK BARNES to Yorba Linda Medical Offices,  
12 because Plaintiff BARNES was continuing to experience chronic  
13 headaches, intermittent vomiting, dizziness, seizures, would wake  
14 up crying in pain and agony, and often could not walk - where  
15 Plaintiff BARNES was examined by Dr. Ashish Manilal Mehta, M.D.  
16 ("Dr. Mehta") in the Eyeocylm Eye Department. Dr. Mehta's  
17 Progress Notes state that:

18 "Isaak Barnes is a 4 year old male who was referred because  
19 it was noted that either eye has been turning in for the  
20 past several months. Mom states child has a diagnosis of  
21 'migraine headaches' which have been occurring for the last  
22 several months. They are associated with sensitivity to  
23 light/sounds. At times has nausea and vomiting. Has been  
24 seen in UC and pediatrics office several times for this."

25 [Ex. "1" : KAISER PERMANENTE records pg. 86.]

26 After examining and review of Plaintiff BARNES history, Dr. Mehta  
27 recommended a "STAT MRI of orbits and brain with and without  
28

1 gadollinium", which was ordered. [Ex."1" : KAISER PERMANENTE  
2 records pg. 90.]

3 22. The results of the MRI show that Plaintiff ISAAK BARNES  
4 had a brain tumor : "7.3 x 6.2 x 4.6 cm mixed cystic and solid  
5 mass occupying the majority of the left cerebellum with  
6 associated mass effect on the midbrain and fourth ventricle  
7 resulting in severe obstructive hydrocephalus". [Ex. "1" : KAISER  
8 PERMANENTE records pg. 110] On May 16, 2012 at the Los Angeles  
9 Medical Center, located at 4867 West Sunset blvd., Los Angeles,  
10 California, Surgical Procedures: "suboccipital craniotomy and  
11 tumor resection" were performed by Dr. Mark Fedor ("Dr. Fedor")  
12 for Plaintiff BARNES' brain tumor. [Ex. "1" : KAISER PERMANENTE  
13 records pgs. 102.] The PEDIATRIC DISCHARGE SUMMARY NOTE states  
14 in "FINDINGS/IMPRESSION" THAT an MRI of Plaintiff BARNES' brain  
15 taken on May 18, 2012 show "no malignant cells identified."

16 [Ex. "1" : KAISER PERMANENTE records pgs. 103.]

17 23. Thereafter, Dr. Marvin Pietruszka, M.D. ("Dr.  
18 Pietruszka") reviewed Defendant KAISER PERMANENTE's records  
19 regarding Plaintiff ISAAK BARNES, and in his July 6, 2015  
20 letter/report to Plaintiff's council, John Drooyan, states that:  
21 "This case demonstrates a significant departure from the  
22 standard of care of a patient whose symptoms are highly  
23 suggestive of intracranial pathology. An immediate referral  
24 to an ophthalmologist or to an imaging center would have  
25 been appropriate and would have reduced the morbidity and  
26 risk of recurrence of the tumor in this child. The referral  
27 to an optometrist was an absolute error, as the child's



1       symptomatology was not solely ocular. The delay in  
2       treatment allowed for the continued growth of the tumor  
3       which caused injury to the surrounding brain structures and  
4       also increased the risk of recurrence of the tumor. The  
5       child is at increased risk of the astrocytoma. The full  
6       extent of the sequela resulting from the delay in diagnosis  
7       and treatment may not be apparent until the child reaches  
8       adulthood. Regular neurologic examination and brain imaging  
9       is recommended for this child." [Ex. "2" pg. 3]

10       24. Thereafter, Defendant KAISER PERMANENTE's records and  
11       MRI's regarding Plaintiff ISAAK BARNES' brain tumor were reviewed  
12       by Dr. Michael G. Muhonnen ("Dr. Muhonnen"), a neurosurgeon from  
13       Children's Hospital of Orange County ("CHOC") Neurological  
14       Surgery Specialists. In Dr. Muhonnen's February 1, 2016  
15       letter/report to Plaintiff's council, John Drooyan, he states:

16       "It is my opinion that Kaiser Hospital, including  
17       physicians, breached the standard of care in the failure to  
18       timely diagnose Isaak's brain tumor. The salient issue is  
19       whether or not this caused damages. This is a unique case  
20       in the regard that Isaac has an identical twin, Shawn.  
21       Therefore, we have a reasonably solid benchmark for  
22       comparison. Isaak has significant learning issues relative  
23       to his twin brother. Last year in school he had difficulty  
24       blending sounds, difficulty with writing and made an  
25       insufficient grade in spelling. He scores in very low  
26       percentiles in expressive and receptive language and in  
27       testing of semantic skills. He has poor visual and auditory

1 processing memory. The report from Placentia-Yorba Linda  
2 Unified School District multidisciplinary assessment report  
3 states that the deficits are likely due to surgical removal  
4 of Isaak's brain tumor, when he was 4 years old. I would  
5 disagree with this assessment. His deficits are likely due  
6 to injury to surrounding normal tissue caused by the tumor.  
7 While the surgical removal of a tumor may cause some  
8 deficits, it is a longstanding compression on normal  
9 surrounding tissue that is contributing to much of his  
10 dysfunction. Straightforward surgical removal of a  
11 cerebellar pilocytic astrocytoma does not typically leave a  
12 child with so many neurological issues, as noted in his  
13 evaluation. The longer the normal tissue is compromised,  
14 the higher the risk of longstanding neurological problems.  
15 It is my opinion that if the tumor had been diagnosed  
16 sooner, Isaak would have less neurological dysfunction." [Ex.  
17 "3]

18 25. After receiving Dr. Pietruzska's July 6, 2015  
19 letter/report, Plaintiff's council John Drooyan contacted  
20 Children's Hospital of Orange County ("CHOC") for a pediatric  
21 neurologist for regular neurological examination, evaluation and  
22 treatment of Plaintiff BARNES. Dr. Zupanc at CHOC informed Mr.  
23 Drooyan that CHOC would not treat Plaintiff BARNES on a lien, and  
24 THAT CHOC required an out of network referral from Defendant  
25 KAISER in order to treat Plaintiff BARNES. Dr. Zupanc told Mr.  
26 Drooyan that this should not be a problem because it would be a  
27 conflict of interest for Defendant KAISER to examine and treat

1 Plaintiff ISAAC BARNES, in light of Plaintiff's potential claims  
2 that are the subject of this complaint.

3 26. Thereafter, Mr. Drooyan contacted Defendant KAISER's  
4 member services about obtaining an out network referral for  
5 Plaintiff BARNES to be examined, evaluated, and treated by CHOC,  
6 out of the Kaiser network. Mr. Drooyan was informed that the  
7 request for a referral had to be made to Defendant LYNN HOANG,  
8 M.D., Plaintiff BARNES' primary care physician; and that the  
9 request for a referral for Plaintiff to be examined, evaluated,  
10 and treated out of Defendant KAISER's network had to be made by  
11 Plaintiff's mother or father to Defendant HOANG.

12 27. In the fall of 2015, Plaintiff's mother, Leandra  
13 Navarro, brought Plaintiff ISAAC BARNES to Defendant HOANG at her  
14 office, located at the Lakeview Medical Offices, 411 N. Lakeview  
15 Ave., Anaheim, California; and informed Defendant HOANG of  
16 Plaintiff BARNES history, the pending lawsuit, his need to be  
17 treated, evaluated, and examined by a pediatric neurologist out  
18 of Defendant KAISER's network due to Defendant KAISER'S conflict  
19 of interest, and requested that Defendant HOANG provide a  
20 referral for Plaintiff to be seen by a pediatric neurologist  
21 outside of Defendant KAISER'S network due to Defendant KAISER's  
22 conflict of interest. However, Defendant HOANG refused to  
23 provide a referral for Plaintiff BARNES to be seen by a pediatric  
24 neurologist outside of Defendant KAISER'S network; but instead  
25 Defendant HOANG referred Plaintiff BARNES to see Defendant SURESH  
26 G. GURBANI, in the Neurology Department at Defendant KAISER's  
27 facility, located at 3460 E. La Palma Ave.

1        28. Soon thereafter Plaintiff ISAAK BARNES father Stephen  
2 Barnes took Plaintiff ISAAK BARNES to see Defendant GURBANI, and  
3 informed Defendant GURBANI of Plaintiff BARNES history, the  
4 pending lawsuit, Plaintiff's need to be treated and examined by  
5 a pediatric neurologist out of Defendant KAISER's network due to  
6 Defendant KAISER's conflict of interest, and requested that  
7 Defendant GURBANI provide a referral for Plaintiff BARNES to be  
8 seen by a pediatric neurologist outside of Defendant KAISER'S  
9 network. Defendant GURBANI told Stephen Barnes that Plaintiff  
10 BARNES was doing fine, and refused to provide a  
11 referral for Plaintiff BARNES to be seen by a pediatric  
12 neurologist outside of Defendant KAISER'S network; and told  
13 Stephen Barnes that the referral would have to come from  
14 Defendant KAISER's member services.

15        29. On November 6, 2015, Plaintiff's counsel John Drooyan  
16 wrote to Defendant HOANG, Plaintiff's primary care physician, and  
17 informed Defendant HOANG that her refusal to provide Plaintiff  
18 BARNES with a referral for examination and treatment out of  
19 Defendant KAISER' network was a breach of her fiduciary duty to  
20 Plaintiff BARNES, and further breach of her duty of care to  
21 Plaintiff BARNES. [Ex. "4".] However, Defendant HOANG did not  
22 respond to Mr. Drooyan's letter, and has failed to provide  
23 Plaintiff BARNES with the requested referral for examination,  
24 evaluation, and treatment by a pediatric neurologist out of  
25 Defendant KAISER' network.

26        30. On November 13, 2015, Plaintiff's counsel John Drooyan  
27 wrote to Defendant GURBANI, and informed Defendant GURBANI that

1 his refusal to provide Plaintiff BARNES with a referral for  
2 examination and treatment out of Defendant KAISER' network was a  
3 breach of his fiduciary duty to Plaintiff BARNES, and breach of  
4 his duty of care to Plaintiff BARNES. [Ex. "5".] However,  
5 Defendant GURBANI did not respond to Mr. Drooyan's letter, and  
6 has failed to provide Plaintiff BARNES with the requested  
7 referral for examination, evaluation, and treatment by a  
8 pediatric neurologist out of Defendant KAISER' network.

9 31. On November 13 and 18, and December 4, 2015,  
10 Plaintiff's mother Leandra Navarro wrote to Defendant KAISER's  
11 member services and requested that member services issue a  
12 referral for Plaintiff ISAAK BARNES to be examined, evaluated and  
13 treated by a pediatric neurologist out of Defendant KAISER's  
14 network:

15 "I was told to contact member services regarding my issue.  
16 My son, Isaak Barnes needs to start seeing a pediatric  
17 neurologist outside of Kaiser network. I have already  
18 spoken to his primary, Dr. Hoang. She told me that she  
19 could not make that referral because she is not a  
20 neurologist. Dr. Hoang then referredd me to a pediatric  
21 Neurologist from Kaiser to get the referral from him. My  
22 son saw him 2 weeks ago and I spoke with him and he told me  
23 to contact member services with my request. I just need a  
24 signed statement/waiver from Kaiser to give to my new  
25 pediatric neurologist for my son Isaak. I sent a detailed  
26 message to Dr. Garbony (sp?) and he said he will forward the  
27 message to member services. There is a conflict of interest

1 as I have retained an attorney and that is why Isaak cannot  
2 see a specialist from Kaiser. Can someone please call or  
3 email me a detailed response. I feel like I am getting the  
4 runaround because no one seems to understand my request.  
5 Thank you." [Ex. "6"]

6 32. On December 7, 2015, Plaintiff's counsel John Drooyan  
7 sent Defendants KAISER, HOANG, and GURBANI, correspondence with  
8 90 day Notice of Intention to Commence Action Based Upon Health  
9 Care Provider's Professional Negligence Pursuant to California  
10 Code of Civil Procedure §364, for Failure to Timely and Properly  
11 Treat Brain Tumor of Isaak Barnes (DOB 03/25/2008); and Failure  
12 to Provide Plaintiff ISAAK BARNES with a referral for a Pediatric  
13 Neurologist Out of Defendant KAISER's network [Ex. "7"]; which  
14 Defendant KAISER acknowledged in correspondence to Mr. Drooyan,  
15 dated December 23, 2015 [Ex. "8"].

16 33. In correspondence to Plaintiff ISAAK BARNES mother,  
17 Leandra Navarro, dated December 23, 2015, Defendant KAISER denied  
18 Ms. Navarro's request that Defendant KAISER provide a referral  
19 for Plaintiff BARNES to be examined, evaluated, and treated by a  
20 pediatric neurologist out of Defendant KAISER's network, because  
21 of Defendant KAISER's conflict of interest in light of Plaintiff  
22 BARNES pending claims against Defendant KAISER and its  
23 physicians, on the grounds that "it is not medically indicated  
24 for Isaak's condition as services can be provided by  
25 appropriately credentialed in-Plan providers." [Ex. "9"]

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1 them, failed to exercise the proper degree of knowledge and  
2 skill, and negligently, carelessly, recklessly, wantonly, and  
3 unlawfully examined, diagnosed, treated, provided care, monitored  
4 Plaintiff ISAAK BARNES; and failed to adequately and properly  
5 timely diagnose and treat Plaintiff ISAAK BARNES' brain tumor, in  
6 breach of their duty of care to Plaintiff ISAAK BARNES.

7 38. As a direct and proximate result of the negligence,  
8 carelessness, recklessness, wantonness and unlawfulness of  
9 Defendants KAISER HEALTH PLAN, KAISER HOSPITALS, KAISER  
10 PERMANENTE, KAZI, SONG, CHIKAMI, and DOES 1 - 50, and each of  
11 them in breaching their duty of care to Plaintiff ISAAK BARNES,  
12 Plaintiff ISAAK BARNES has sustained severe and serious injury to  
13 his person, all to Plaintiff ISAAK BARNES' damage in a sum within  
14 the jurisdiction of this Court, and to be shown according proof.

15 39. Plaintiff is informed and believes, and thereon alleges  
16 that as a direct and proximate result of the negligence,  
17 carelessness, recklessness, wantonness and unlawfulness of  
18 Defendants KAISER HEALTH PLAN, KAISER HOSPITALS, KAISER  
19 PERMANENTE, KAZI, SONG, CHIKAMI, and DOES 1 - 50, and each of  
20 them in breaching their duty of care to Plaintiff ISAAK BARNES,  
21 Plaintiff ISAAK BARNES will incur future expenses for life long  
22 disabilities caused by Defendants failure to adequately and  
23 properly timely diagnose and treat Plaintiff ISAAK BARNES' brain  
24 tumor, in a sum within the jurisdiction of this Court, and to be  
25 shown according proof.

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1                                **SECOND CAUSE OF ACTION FOR NEGLIGENCE**  
2        **(Against Defendants KAISER HEALTH PLAN, KAISER HOSPITALS,**  
3                                **KAISER PERMANENTE, HOANG, AND GURBANI, and DOES 1-50)**

4            40. Plaintiff ISAAK BARNES incorporates by this reference  
5        Paragraphs 1 - 39 of this Complaint, as if the same were fully  
6        set forth herein.

7            41. Defendants KAISER HEALTH PLAN, KAISER HOSPITALS,  
8        KAISER PERMANENTE, HOANG, GURBANI and DOES 1-50 owed Plaintiff  
9        ISAAK BARNES the duty of care to provide for neurological  
10       examination, evaluation, and treatment of Plaintiff ISAAK BARNES  
11       following discovery of, and surgery for, Plaintiff's brain tumor  
12       in May of 2012.

13           42. Defendants KAISER HEALTH PLAN, KAISER HOSPITALS,  
14       KAISER PERMANENTE, HOANG, GURBANI and DOES 1-50 duty of care to  
15       Plaintiff ISAAK BARNES following discovery and treatment of  
16       Plaintiff's brain tumor includes providing Plaintiff with a  
17       referral for a pediatric neurologist out of the KAISER network  
18       due to Defendants conflict of interest to examine, evaluate, and  
19       treat Plaintiff BARNES for disabilities caused by Defendants'  
20       breach of their duty of care to timely diagnose and treat  
21       Plaintiff BARNES' brain tumor.

22           43. Defendants KAISER HEALTH PLAN, KAISER HOSPITALS,  
23       KAISER PERMANENTE, HOANG, GURBANI and DOES 1-50 breached their  
24       duty of care to provide for neurological examination, evaluation,  
25       and treatment for Plaintiff ISAAK BARNES, including providing  
26       Plaintiff with a referral for a pediatric neurologist out of the  
27       KAISER network, following discovery of and surgery for  
28       Plaintiff's brain tumor in May of 2012, by refusing to provide

1 Plaintiff with a referral for a pediatric neurologist out of the  
2 KAISER network, since Defendants KAISER HEALTH PLAN, KAISER  
3 HOSPITALS, KAISER PERMANENTE, HOANG, GURBANI and DOES 1-50 have  
4 a conflict of interest in examining, evaluating, and treating  
5 Plaintiff for disabilities caused by Defendants breach of their  
6 duty of care to timely diagnose and treat Plaintiff's brain  
7 tumor, at least until such time as this matter is resolved.

8 44. As a direct and proximate result of Defendants KAISER  
9 HEALTH PLAN, KAISER HOSPITALS, KAISER PERMANENTE, HOANG, GURBANI  
10 and DOES 1-50 breach of their duty of care to Plaintiff ISAAC  
11 BARNES to provide Plaintiff with a referral for a pediatric  
12 neurologist out of the KAISER network due to Defendants conflict  
13 of interest to examine, evaluate, and treat Plaintiff BARNES for  
14 disabilities caused by Defendants breach of their duty of care to  
15 timely diagnose and treat Plaintiff's brain tumor, Plaintiff  
16 BARNES has incurred, and will incur in the future, expenses for  
17 medical examination, evaluation and treatment of Plaintiff  
18 BARNES' disabilities caused by Defendants breach of their duty of  
19 care to timely diagnose and treat Plaintiff's brain tumor; and  
20 will incur future expenses other than medical expenses for  
21 treatment and rehabilitation of Plaintiff BARNES' disabilities  
22 caused by Defendants breach of their duty of care to timely  
23 diagnose and treat Plaintiff's brain tumor.

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2 **THIRD CAUSE OF ACTION FOR BREACH OF FIDUCIARY DUTY**  
3 **(Against Defendants KAISER HEALTH PLAN, KAISER HOSPITALS,**  
4 **KAISER PERMANENTE, HOANG, GURBANI, and DOES 1-50)**

5 45. Plaintiff ISAAK BARNES incorporates by this reference  
6 Paragraphs 1 - 44 of this Complaint, as if the same were fully  
7 set forth herein.

8 46. Plaintiff ISAAK BARNES is informed and believes, and  
9 thereon alleges, that Defendants KAISER HEALTH PLAN, KAISER  
10 HOSPITALS, KAISER PERMANENTE, HOANG, GURBANI, and DOES 1-50 and  
11 Plaintiff BARNES had an physician-patient relationship beginning  
12 on or about February 28, 2012, when Plaintiff BARNES father  
13 Stephen Barnes took Plaintiff ISAAK BARNES to Lakeview Medical  
14 Offices, located at 411 N. Lakeview Ave., Anaheim, California  
15 because Plaintiff had a spell the previous night when he wasn't  
16 himself, as he was staring and repeating himself when asked  
17 questions; stuck in a position of staring to the side; had a  
18 temperature of 101; and vomited.

19 47. Plaintiff ISAAK BARNES is informed and believes, and  
20 thereon alleges, that since Defendants KAISER HEALTH PLAN, KAISER  
21 HOSPITALS, KAISER PERMANENTE, HOANG, GURBANI, and DOES 1-50 and  
22 Plaintiff BARNES had an physician-patient relationship beginning  
23 on or about February 28, 2012, and continuing thereafter,  
24 Defendants KAISER HEALTH PLAN, KAISER HOSPITALS, KAISER  
25 PERMANENTE, HOANG, GURBANI, and DOES 1-50 and Plaintiff BARNES  
26 had a fiduciary relationship as a matter of law pursuant to their  
27 physician-patient relationship beginning on or about February 28,  
28 2012, and continuing thereafter.



1 to examine, evaluate, and treat Plaintiff BARNES for disabilities  
2 caused by Defendants breach of their duty of care to timely  
3 diagnose and treat Plaintiff's brain tumor.

4 50. As a direct and proximate result of Defendants KAISER  
5 HEALTH PLAN, KAISER HOSPITALS, KAISER PERMANENTE, HOANG, AND  
6 GURBANI's breach of their duty of care to Plaintiff ISAAC BARNES  
7 to provide Plaintiff with a referral for a pediatric neurologist  
8 out of the KAISER network due to Defendants conflict of interest  
9 to examine, evaluate, and treat Plaintiff BARNES for disabilities  
10 caused by Defendants breach of their duty of care to timely  
11 diagnose and treat Plaintiff's brain tumor, Plaintiff BARNES has  
12 incurred, and will incur in the future, expenses for medical  
13 examination, evaluation and treatment of Plaintiff BARNES  
14 disabilities caused by Defendants breach of their duty of care to  
15 timely diagnose and treat Plaintiff's brain tumor; and Plaintiff  
16 BARNES will incur future expenses other than medical expenses for  
17 treatment and rehabilitation of Plaintiff BARNES disabilities  
18 caused by Defendants breach of their duty of care to timely  
19 diagnose and treat Plaintiff's brain tumor.

20 51. In doing the acts herein alleged, Defendants KAISER  
21 HEALTH PLAN, KAISER HOSPITALS, KAISER PERMANENTE, HOANG, AND  
22 GURBANI's acted with oppression, fraud, malice, and in conscious  
23 disregard of the rights of Plaintiff, and Plaintiff BARNES is  
24 therefore entitled to punitive damages according to proof at the  
25 time of trial.

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3 WHEREFORE, Plaintiff BARNES requests the following judgment:

4 **FIRST CAUSE OF ACTION FOR NEGLIGENCE: ((Against Defendants KAISER**  
5 **HEALTH PLAN, KAISER HOSPITALS, KAISER PERMANENTE, KAZI, SONG,**  
6 **CHIKAMI, and DOES 1-50):**

- 7 1. For general damages in an amount according to proof.
- 8 2. For economic damages, including but not limited to sums  
9 incurred and to be incurred for services of hospitals,  
10 physicians, surgeons, nurses, medical supplies related  
11 to examination, evaluation, and treatment of  
12 Plaintiff's brain tumor, as well as and sums incurred  
13 for examination, evaluation and treatment of Plaintiff  
14 BARNES' disabilities caused by Defendants failure to  
15 timely diagnose and treat Plaintiff; and for  
16 examination, evaluation, and treatment of Plaintiff  
17 BARNES by other non-medical individuals and  
18 institutions, including but not limited specialists,  
19 clinics, and educational institutions, for Plaintiff  
20 BARNES' disabilities caused by Defendants failure to  
21 timely diagnose and treat Plaintiff's brain tumor.

22 **SECOND CAUSE OF ACTION FOR NEGLIGENCE (Against Defendants KAISER**  
23 **HEALTH PLAN, KAISER HOSPITALS, KAISER PERMANENTE, HOANG, GURBANI,**  
24 **and DOES 1-50):**

- 25 1. For general damages in an amount according to proof.
- 26 2. For economic damages, including but not limited to sums  
27 incurred and to be incurred for services of hospitals,  
28 physicians, surgeons, nurses, medical supplies and  
services for examination, evaluation and treatment of

1 Plaintiff BARNES' disabilities caused by Defendants  
2 failure to timely diagnose and treat Plaintiff BARNES  
3 brain tumor; and for examination, evaluation, and  
4 treatment of Plaintiff BARNES by other non-medical  
5 individuals and institutions, including but not limited  
6 specialists, clinics, and educational institutions, for  
7 Plaintiff BARNES' disabilities caused by Defendants  
8 failure to timely diagnose and treat Plaintiff's brain  
9 tumor.


10 **THIRD CAUSE OF ACTION FOR BREACH OF FIDUCIARY DUTY: (Against**  
11 **Defendants KAISER HEALTH PLAN, KAISER HOSPITALS, KAISER**  
**PERMANENTE, HOANG, GURBANI, and DOES 1-50):**

- 12 1. For general damages in an amount according to proof.
- 13 2. For economic damages, including but not limited to sums  
14 incurred and to be incurred for services of hospitals,  
15 physicians, surgeons, nurses, medical supplies and  
16 services for examination, evaluation and treatment of  
17 Plaintiff BARNES' disabilities caused by Defendants  
18 failure to timely diagnose and treat Plaintiff BARNES'  
19 brain tumor; and for examination, evaluation, and  
20 treatment of Plaintiff BARNES by other non-medical  
21 individuals and institutions, including but not limited  
22 specialists, clinics, and educational institutions, for  
23 Plaintiff BARNES' disabilities caused by Defendants  
24 failure to timely diagnose and treat Plaintiff BARNES  
25 brain tumor.
- 26 3. For punitive damages in an amount according to proof.

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3 ON ALL CAUSES OF ACTION:

- 4 1. For cost of suit, including attorneys' fees;  
5 2. For interest on any and all amounts found due;  
6 3. For all other proper relief.  
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9 Dated: March 23, 2016 LAW OFFICE OF JOHN DROOYAN  
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11 By   
12 JOHN DROOYAN  
13 Attorney for Plaintiff  
14 ISAAC BARNES  
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