

Superior Court of California

County of Orange



Case Number : 30-2016-00844294-CU-IC-CJC

Copy Request: 2496205

Request Type: Case Documents

Prepared for: cns

Number of documents: 1

Number of pages: 5

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address) Randall S. Sharp 1712 Truman Circle Placentia, CA 92870 TELEPHONE NO (714) 348-9600 FAX NO (Optional) N/A E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name) Plaintiff in Pro Per	FOR COURT USE ONLY <div style="font-size: 24pt; font-weight: bold; margin: 10px 0;">FILED</div> SUPERIOR COURT OF CALIFORNIA COUNTY OF ORANGE CENTRAL JUSTICE CENTER <div style="font-size: 18pt; font-weight: bold; margin: 10px 0;">APR 05 2016</div> ALAN CARLSON, Clerk of the Court
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Orange STREET ADDRESS: 700 Civic Center Dr. West MAILING ADDRESS CITY AND ZIP CODE Santa Ana, CA 92702-1994 BRANCH NAME Central Justice Center	
PLAINTIFF: Randall S. Sharp DEFENDANT: Kaiser Permanente Insurance Company <input checked="" type="checkbox"/> DOES 1 TO 10	
<div style="text-align: center; font-weight: bold;">CONTRACT</div> <input checked="" type="checkbox"/> COMPLAINT <input type="checkbox"/> AMENDED COMPLAINT (Number): <input type="checkbox"/> CROSS-COMPLAINT <input type="checkbox"/> AMENDED CROSS-COMPLAINT (Number):	
Jurisdiction (check all that apply): <input type="checkbox"/> ACTION IS A LIMITED CIVIL CASE Amount demanded <input type="checkbox"/> does not exceed \$10,000 <input type="checkbox"/> exceeds \$10,000 but does not exceed \$25,000 <input checked="" type="checkbox"/> ACTION IS AN UNLIMITED CIVIL CASE (exceeds \$25,000) <input type="checkbox"/> ACTION IS RECLASSIFIED by this amended complaint or cross-complaint <input type="checkbox"/> from limited to unlimited <input type="checkbox"/> from unlimited to limited	CASE NUMBER 30-2016 <div style="font-size: 24pt; font-weight: bold;">00844294</div> <div style="font-weight: bold;">JUDGE JAMES J. DI CESARE</div>

1. Plaintiff* (name or names):
 Randall S. Sharp
 alleges causes of action against defendant* (name or names):
 Kaiser Permanente Insurance Company
2. This pleading, including attachments and exhibits, consists of the following number of pages: 5
3. a. Each plaintiff named above is a competent adult
☐ except plaintiff (name):
 (1) ☐ a corporation qualified to do business in California
 (2) ☐ an unincorporated entity (describe):
 (3) ☐ other (specify):
- b. ☐ Plaintiff (name):
 a. ☐ has complied with the fictitious business name laws and is doing business under the fictitious name (specify):
 b. ☐ has complied with all licensing requirements as a licensed (specify):
 c. ☐ Information about additional plaintiffs who are not competent adults is shown in Attachment 3c.
4. a. Each defendant named above is a natural person
☒ except defendant (name):
 (1) ☐ a business organization, form unknown
 (2) ☒ a corporation
 (3) ☐ an unincorporated entity (describe):
 (4) ☐ a public entity (describe):
 (5) ☐ other (specify):
- ☐ except defendant (name):
 (1) ☐ a business organization, form unknown
 (2) ☐ a corporation
 (3) ☐ an unincorporated entity (describe):
 (4) ☐ a public entity (describe):
 (5) ☐ other (specify):

* If this form is used as a cross-complaint, plaintiff means cross-complainant and defendant means cross-defendant.

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4. (Continued)

b. The true names of defendants sued as Does are unknown to plaintiff

- (1) ☒ Doe defendants (specify Doe numbers): 1-10 were the agents or employees of the named defendants and acted within the scope of that agency or employment.
- (2) ☒ Doe defendants (specify Doe numbers): 1-10 are persons whose capacities are unknown to plaintiff.

c. ☐ Information about additional defendants who are not natural persons is contained in Attachment 4c.d. ☐ Defendants who are joined under Code of Civil Procedure section 382 are (names):5 ☐ Plaintiff is required to comply with a claims statute, anda. ☐ has complied with applicable claims statutes, orb. ☐ is excused from complying because (specify):6. ☐ This action is subject to ☐ Civil Code section 1812.10 ☐ Civil Code section 2984.4.

7. This court is the proper court because

- a. ☒ a defendant entered into the contract here.
- b. ☐ a defendant lived here when the contract was entered into.
- c. ☐ a defendant lives here now.
- d. ☒ the contract was to be performed here
- e. ☒ a defendant is a corporation or unincorporated association and its principal place of business is here.
- f. ☐ real property that is the subject of this action is located here
- g. ☐ other (specify):

8. The following causes of action are attached and the statements above apply to each (each complaint must have one or more causes of action attached):

☒ Breach of Contract☐ Common Counts☒ Other (specify).

Unfair Business Competition, Negligent Infliction of Emotional Distress

9. ☒ Other allegations:

Plaintiff alleges Insurance Bad Faith - Def. breached the inherent implied covenant of good faith & fair dealing with Plaintiff; and, that in so doing, Def insurer acted with fraud, oppression, or malice.

10. Plaintiff prays for judgment for costs of suit; for such relief as is fair, just, and equitable; and for

a. ☒ damages of, \$1,000,000.00b. ☒ interest on the damages(1) ☐ according to proof(2) ☒ at the rate of (specify): 10% percent per year from (date): 04/10/2014c. ☒ attorney's fees(1) ☐ of. \$(2) ☒ according to proof.d. ☒ other (specify):

Bad faith damages-consequential economic losses, emotional distress, atty. fees & punitive damages

11. ☐ The paragraphs of this pleading alleged on information and belief are as follows (specify paragraph numbers):

Date: 04/05/2016

Randall S. Sharp

(TYPE OR PRINT NAME)

► Randall S. Sharp

(SIGNATURE OF PLAINTIFF OR ATTORNEY)

(If you wish to verify this pleading, affix a verification.)

SHORT TITLE:

CASE NUMBER

Randall S. Sharp v. Kaiser Permanente Insurance Company

First

(number)

CAUSE OF ACTION—Breach of ContractATTACHMENT TO ☒ Complaint ☐ Cross - Complaint

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

BC-1. Plaintiff (name): Randall S. Sharp

alleges that on or about (date). post 06/25/2012

a ☒ written ☐ oral ☐ other (specify):

agreement was made between (name parties to agreement):

Defendant and Does 1-10, and Plaintiff's employer, Nan, Inc., on behalf of Plaintiff

☐ A copy of the agreement is attached as Exhibit A, or☒ The essential terms of the agreement ☐ are stated in Attachment BC-1 ☒ are as follows (specify):

Plaintiff, by and through his employer, Nan Inc., became eligible for, and a beneficiary to, a policy of medical care coverage from Defendant Kaiser Permanente Insurance Company; and, was issued an insurance identification card by Defendant, with medical record no. 971 67 23.

BC-2. On or about (dates): 04/10/2014

defendant breached the agreement by ☐ the acts specified in Attachment BC-2 ☒ the following acts (specify):

Plaintiff made a claim under the above policy, when he initially presented to Placentia Linda Hospital emergency for treatment precipitated by symptomatic injuries sustained by way of a motor vehicle accident ("MVA") on 04/09/14. Plaintiff's X-rays revealed wide-spread spinal degenerative disk disease, along with other anomalies, not attributable to the MVA. Pltf. then presented to Def's agents/Ees for txtmt 5X. Defendant denied coverage and refused payments.

BC-3. Plaintiff has performed all obligations to defendant except those obligations plaintiff was prevented or excused from performing.

BC-4. Plaintiff suffered damages legally (proximately) caused by defendant's breach of the agreement

☐ as stated in Attachment BC-4 ☒ as follows (specify).

Unable to work and determined to be 73% disabled per the Oswestry scale, Plaintiff has been rendered destitute; had to commence much delayed txtmt through Cal. DHCS; has had to endure associated pain for 2 years prior to getting treatment he otherwise should have obtained per the policy with Defendant; and, only now, is finally on tract to get multiple surgeries to both the lower back and neck, to include multilevel discectomies and vertebrae fusions.

BC-5. ☒ Plaintiff is entitled to attorney fees by an agreement or a statute☐ of \$☒ according to proof.BC-6. ☒ Other:

Defendant/Does 1- 10 have acted in bad faith to unreasonably deny Plaintiff the policy benefits of coverage, to include treatment and payment for treatment received by Plaintiff from multiple health care providers; failed to abide by their own Ees's recommendations for the treatment Plaintiff needed; and effectively, refused that coverage and benefits when Def. discovered the nature and extent of Plaintiff's medical problems, and their prospective economic cost.

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Second Cause of Action Attachment – Unfair Business Competition, as to all defendants.

Plaintiff re-alleges each and every allegation set forth in the preceding paragraphs, supra, and incorporate the same herein as though fully set forth verbatim.

In doing the things so alleged, engaging in the aforementioned bad faith insurance practices of unreasonably denying coverage to Plaintiff under the policy of medical care coverage obtained from Defendant, through his employer, Nan Inc.; of failing to provide further necessary treatment to Plaintiff; and of failing, and refusing to pay, other health care providers who had rendered certain treatment to Plaintiff for his medical condition, Defendant Kaiser Permanente Insurance Company was engaged in unlawful, unfair or fraudulent business acts or practices in violation of CA Bus. & Prof. C.17200.

As such, Plaintiff is entitled to equitable relief and restitution for the harm that he has suffered, and which has already occurred, to include the benefit of his bargain - namely, retention of the medical care coverage under the policy with Defendant, in order to collect the benefits due under it, status quo ante of 04/10/2014.

Third Cause of Action Attachment – Negligent Infliction of Emotional Distress, as to all defendants.

Plaintiff re-alleges each and every allegation set forth in the preceding paragraphs, supra, and incorporate the same herein as though fully set forth verbatim.

Plaintiff further alleges that from and after 04/10/2014, and as a direct and proximate result of Defendant insurer's bad faith, in unreasonably denying coverage to Plaintiff under the policy of medical care coverage obtained from Defendant, through his employer, Nan Inc.; of failing to provide further necessary treatment to Plaintiff; and of failing, and refusing to pay, other health care providers who had rendered certain treatment to Plaintiff for his medical condition, that he additionally suffered serious emotional distress which he has been unable to cope with, to include fear of death, physical suffering, anguish, fright, horror, nervousness, grief, anxiety, worry, shock, humiliation, and shame. And moreover, that Defendant's insurer's bad faith was a substantial factor in causing Plaintiff's serious emotional distress.