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Attorney for MARNIE LYNCH, PLAINTIFF

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SACRAMENTO

MARNIE LYNCH

Plaintiff,

vs.

THE PERMANENTE MEDICAL GROUP, INC,

a corporation,

and

KAISER FOUNDATION HEALTH PLAN, INC.,

a corporation,

KAISER FOUNDATION HOSPITALS,

and

KIERNAN MICHELE ANDREWS,

an individual,

and

DOES 1 THROUGH 15,

Defendants.

Case No.: _____

COMPLAINT FOR PERSONAL INJURIES
Amount in controversy exceeds $25,000

1. Negligence for Failure to Issue a *Tarasoff* Warning to a Known Third Party and Violation of Statute
2. Negligent Hiring and Training
3. Medical Negligence for Failure to Treat Plaintiff, a KAISER Patient

DEMAND FOR A JURY TRIAL

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Plaintiff MARNIE LYNCH is informed, believes, and hereon alleges that at all times mentioned herein,

1. The true names and capacities of the Defendants, DOES 1 through 15 are unknown to Plaintiff at the time of filing this Complaint. Plaintiff therefore sues said Defendants by such fictitious names and will ask leave of Court to amend this Complaint to show their true names or capacities when the same have been ascertained. Plaintiff is informed and believes, and thereon alleges, that each DOE Defendant is, in some manner, responsible for the incidents set forth herein and proximately caused injury and damages to Plaintiff.

2. Defendant, KIERNAN MICHELE ANDREWS and DOES 1-5, are and were at all times herein mentioned individuals employed in Sacramento, California as therapists, counselors, case managers, or nurses by Defendants, THE PERMANENTE MEDICAL GROUP, INC., KAISER FOUNDATION HEALTH PLAN, INC., and/or KAISER FOUNDATION HOSPITALS (referred to herein collectively as "KAISER") and Does 6-10.

3. Defendants, KIERNAN MICHELE ANDREWS and DOES 1-5, were the agents or employees of KAISER or DOES 6-10, and was at all times herein acting within the scope of their agency or employment.

4. Defendants, KIERNAN MICHELE ANDREWS and DOES 1-5, were acting in the course and scope of their employment/agency.

5. Defendants DOES 11-15 were independent contractors working with Defendant KAISER and DOES 1-10.

6. At all relevant times herein mentioned, Defendants, and each of them, undertook the supervision, guidance, control, care, and treatment and training of patient Julius Lockett Jr. Defendants, KIERNAN MICHELE ANDREWS and DOES 1-15, were acting as Julius Lockett Jr.'s psychotherapist, case manager nurse or care provider, and were therefore held

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in a position of trust with certain legal duties owed to both patients and third parties.

7. Defendants KAISER and DOES 6-10, were operating mental health care facilities and providing such services pursuant to, among other authority, provisions of the California Business and Professions Code.

8. Plaintiff is informed and believes that at all relevant times, Defendants KAISER and DOES 6-10 were negligent, careless, reckless and unlawful in the manner in which they selected, hired, trained and supervised Defendants, KIERNAN MICHELLE ANDREWS and DOES 1-5 and DOES 11-15, so as to proximately cause Plaintiff's injuries and damages set forth below. Plaintiff is informed and believes that Defendants, KAISER and DOES 6-10, knew or reasonably should have known that Defendants, KIERNAN MICHELLE ANDREWS and DOES 1-5 and DOES 11-15, were unfit and incapable of properly performing their duties, thereby proximately causing the injuries and damages to Plaintiff, as described here.

Pursuant to California Civil Code Section 43.92(a) & (b), Defendants had a legal obligation to timely notify the police and third parties to protect from the very type of harm sustained by Plaintiff MARNIE LYNCH.

9. At all relevant times herein mentioned, patient Julius Lockett Jr. ("Lockett") was married and cohabitating with Plaintiff MARNIE LYNCH ("Marnie").

10. On the night of January 29, 2015, Lockett sent Marnie a text message stating that he was enrolled in an intensive outpatient therapy with KAISER for several months for "dark thoughts." That night, Lockett invited Marnie to KAISER's "family day" on January 30, 2015. Marnie did not attend due to such late notice.

11. Marnie later explained to Lockett that she was worried about his insomnia, aggressive behavior, loaded guns, and dark thoughts. Appearing to be equally concerned about himself,

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Lockett stated that his depression medicine given to him by KAISER was "no good."

12. Lockett gave Marnie permission to call KAISER. He told Marnie that his primary care physician was Tammy Rovane and his "IOPC" was Kieran Andrews.

13. Marnie called KAISER and left a message on January 30, 2015. Marnie stated her name, and informed KAISER that she was Lockett's wife. Marnie told KAISER that she was very concerned about Lockett's behavior because he was acting aggressively, and he had talked about killing her in the past. Marnie pleaded with KAISER to have a counselor or anyone at KAISER call her back because Lockett needed help. The call to KAISER lasted two (2) minutes.

14. KAISER failed to return Marnie's call.

15. On February 2, 2015, Lockett yanked the blankets off Marnie, awakening her at approximately 2:30 a.m. Looking paranoid, with sweat on his brow, and glassy eyes, Lockett told Marnie that he was "up all night thinking about killing" her. As he was shaking, sweating, and with eyes glazed over, Lockett began yelling at Marnie, accusing her of having an affair. Terrified – Marnie quickly dressed and left the house, telling Lockett she would call KAISER because he needed help.

16. Again, Marnie called KAISER on February 2, 2015, as she drove to work at approximately 5:20 a.m. Marnie left a message stating that she was "very concerned" about Lockett's instability. In fact, Marnie called KAISER three times that morning stating that Lockett needed help, and she did not know what else to do.

17. Again, KAISER did not return Marnie's call.

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18. When Marnie arrived home from work that day, Lockett asked her if she called KAISER. He explained "they were looking at him funny" during his session that day.

19. On March 2, 2015, Lockett nearly killed Marnie. He brutally strangled her as he held her body to the ground violently shaking her and screaming, "DO YOU WANT TO DIE?!! DO YOU WANT TO DIE?!! DO YOU WANT TO DIE?!" Lockett' strangulation resulted in his arrest that night.

20. After dialing 9-11, Marnie called KAISER to report what had just happened.

21. Again, KAISER did not return Marnie's call.

22. On March 3, 2015 at 12:05 a.m. Marnie called KAISER again to report that the police took seven guns from the house, several of which were loaded.

23. On March 3, 2015 at 8:46 a.m. Marnie called KAISER again and left a two minute message informing KAISER of what happened, and explaining that she needed help.

24. On March 3, 2015, KAISER finally returned Marnie's phone calls at 9:31 a.m. The Counselor did not inquire as to Marnie's well-being. Instead, the Counselor hastily asked Marnie if she knew Ellie Lockett. Marnie replied that Ellie was Lockett's ex-wife. The Counselor proceeded to ask Marnie if Lockett ever threatened Ellie. Marnie informed her that Lockett had threatened Ellie and her Attorney, stating "I could kill Ellie and her attorney." The Counselor asked Marnie for Ellie's contact information, and the call ended. The call lasted twenty-five minutes.

25. KAISER never advised Marnie to seek counseling, nor even offer her consolation for the brutal attack at the hands of Lockett.

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26. KAISER then issued a *Tarasoff* Warning to Ellie Lockett, which resulted in the District Attorney's interview with KIERNAN MICHELE ANDREWS, which revealed that Marnie was also a known victim of Lockett' threats.

27. Thereafter, as a patient of KAISER herself, Marnie went to KAISER for treatment of the emotional distress she sustained, but KAISER refused to treat her. After hearing Marnie's harrowing story, the counselor stated that KAISER does not "do that type of counseling." No further care was rendered to Marnie by KAISER.

FIRST CAUSE OF ACTION
(Against all Defendants)
Negligence – Failure to Issue a *Tarasoff* Warning to a Known Third Party

28. Plaintiff incorporates by reference the allegations contained above, and each and every part with the same force and effect as though set out at length herein.

29. These acts of the Defendants, and each of them, showed a complete and total disregard for the standards of their profession imposed and codified in California Civil Code §43.92. Defendant's acts, rather than providing Plaintiff with a timely warning, and notifying the authorities, caused Plaintiff irreparable physical, mental and emotional discomfort and harm.

30. As a direct, legal and proximate result of the negligence of Defendants, and each of them, Plaintiff has sustained severe, serious, and permanent injuries to her person, all of her damages in sum to be shown according to proof and within the jurisdiction of the Superior Court.

31. As a direct, legal and proximate result of the aforesaid negligence of Defendants, and each of them, Plaintiff was prevented from engaging in her usual occupation, thereby sustaining a loss of income, the duration and extent of which is yet undetermined, all of Plaintiff's

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damages in a sum to be shown according to proof.

SECOND CAUSE OF ACTION
(Against Defendant KAISER)
Negligent Hiring and Training of Defendant Kiernan Andrews

32. Plaintiff incorporates by reference the allegations contained above, and each and every part with the same force and effect as though set out at length herein.

33. As the employer of healthcare professionals, KAISER has a duty to hire qualified employees, and train them adequately.

34. KAISER failed to train DEFENDANTS on the danger of failing to issue a timely *Tarasoff* warning, and the consequences of such inaction.

THIRD CAUSE OF ACTION
(Against all Defendants)
Negligence – Breach of Duty of Care to Plaintiff in her Capacity as a patient of Kaiser

35. Plaintiff incorporates by reference the allegations contained above, and each and every part with the same force and effect as though set out at length herein.

36. KAISER refused services to Plaintiff out of fraud, oppression, or malice because KAISER knowingly failed to issue Plaintiff a *Tarasoff* warning. Thereafter, in an attempt to conceal their wrongdoing, Defendant KAISER sought to absolve itself from any further treatment of Plaintiff.

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WHEREFORE, Plaintiff, MARNIE LYNCH, prays for judgments against the Defendants, and each of them, as follows:

ON ALL CAUSES OF ACTION

A. General damages in a sum according to proof;

B. Loss of income incurred and to be incurred according to proof;

C. For interest provided by law including, but not limited to, California Civil Code Section 3291;

D. For attorneys' fees as allowed by law;

E. Costs of suit and for such other and further relief as the court deems proper.

F. For punitive damages as allowed by law;

DATED: May 31, 2016

MASON LAW OFFICE

By: _____
Shannon Mason, Esq.
Attorney for Plaintiff Marnie Lynch

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JURY DEMAND

Plaintiff LYNCH hereby demands a trial by jury.

DATE: May 31, 2016

Respectfully Submitted,

MASON LAW OFFICE

By: _____
Shannon Mason, Esq.
Attorney for Plaintiff

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