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PRESBYTERIAN INTERCOMMUNITY HOSPITAL,
INC., dba PIH HEALTH HOSPITAL - DOWNEY AND
PIH HEALTH HOSPITAL - WHITTIER

SUPERIOR COURT OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES
UNLIMITED JURISDICTION

FILED

Superior Court of California
County of Los Angeles

JUN 10 2016

Sherri R. Carter, Executive Officer/Clerk

By Judi Lara, Deputy

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90241
DEPT-73

RAFAEL ONDOKO

BY FAX

PRESBYTERIAN
INTERCOMMUNITY HOSPITAL,
INC., dba PIH HEALTH HOSPITAL -
DOWNEY AND PIH HEALTH
HOSPITAL - WHITTIER, a California
non-profit public benefit corporation,

Plaintiffs

vs.

KAISER FOUNDATION HEALTH
PLAN, INC., a California non-profit
public benefit corporation; and DOES 1
THROUGH 25, INCLUSIVE,
Defendants.

Case No.: BC 6 2 3 5 1 5

COMPLAINT FOR DAMAGES FOR:

1. BREACH OF IMPLIED-IN-FACT CONTRACT;
2. BREACH OF ORAL CONTRACT; and
3. QUANTUM MERUIT

CHECK:
CASH:
CHANGE:
CARD:

RECEIVED:
DATE PAID: 06/10/16 01:13 PM
PAYMENT: \$435.00

CIT/CASE: BC623515
LEA/DEF#:

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COMPLAINT FOR DAMAGES FOR: BREACH OF
IMPLIED-IN-FACT CONTRACT, BREACH OF
ORAL CONTRACT; 3. QUANTUM MERUIT

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PARTIES

1. Plaintiff Presbyterian Intercommunity Hospital, Inc. is a non-profit public benefit corporation organized and existing pursuant to the laws of the State of California, and operates under the fictitious business name of PIH Health Hospital ("PIH Health Hospital"). PIH Health Hospital has its principal place of business in the City of Whittier, County of Los Angeles, State of California. PIH Health Hospital owns and operates PIH Health Hospital – Downey and PIH Health Hospital – Whittier. PIH Health Hospital provides medical care to patients.

2. Defendant Kaiser Foundation Health Plan, Inc. ("Kaiser") is a non-profit public benefit corporation organized and existing pursuant to the laws of the State of California. Kaiser has its principal place of business in the City of Oakland, County of Alameda, State of California. Among other things, Kaiser contracts with individuals and groups to provide or arrange comprehensive prepaid health care benefits.

3. PIH Health Hospital is unaware of the true names and capacities, whether corporate, associate, individual, partnership or otherwise of defendants Does 1 through 25, inclusive, and therefore sues such defendants by such fictitious names. PIH Health Hospital will seek leave of the Court to amend this complaint to allege their true names and capacities when ascertained.

4. Kaiser, and Does 1 through 25, inclusive, shall be collectively referred to as "Defendants."

5. Defendants, and each of them, at all relevant times, have

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1 transacted business in the State of California. The violations alleged within this
2 complaint have been and are being carried out in the State of California.

3
4 6. PIH Health Hospital is informed, believes, and thereon alleges
5 that at all relevant times, each of the defendants, including the defendants named
6 "Doe" were and are the agent, employee, employer, joint venturer, representative,
7 alter ego, subsidiary, and/or partner of one or more of the other defendants, and
8 were, in performing the acts complained of herein, acting within the scope of such
9 agency, employment, joint venture, or partnership authority, and/or are in some
10 other way responsible for the acts of one or more of the other defendants.

11 12 COMMON FACTUAL BACKGROUND

13
14 7. PIH Health Hospital is informed and believes and thereon
15 alleges that beginning on or about May 23, 2014 and continuing, Kaiser has failed
16 to properly pay PIH Health Hospital for medical services supplies and/or
17 equipment rendered to patients, including but not limited to the patients identified
18 on the spreadsheet attached as Exhibit A¹ to this complaint (and which is
19 incorporated herein by this reference as though set forth in full) (the "Patients"),
20 who were members of a health plan sponsored, administered and/or financed by
21 Kaiser.

22
23 8. PIH Health Hospital contacted Kaiser and/or its agents to
24 ascertain whether or not Kaiser or its principal was responsible for the costs
25 associated with the medically necessary services, supplies and/or equipment

26
27 ¹ PIH Health Hospital has limited disclosure of patient identification here pursuant to the privacy
28 provisions of the Health Insurance Portability & Accountability Act ("HIPAA"), 42 U.S.C. §§ 1320 *et seq.*, and the California Constitution, art. 1 § 1.

1 rendered to Patients. In response, Kaiser's agent verified to PIH Health Hospital
2 the relevant insurance verification and insurance coverage eligibility information
3 for Patients under Kaiser's health plan.
4

5 9. At all relevant times, Kaiser held itself out to be the responsible
6 payor for the services provided to Patients.
7

8 10. PIH Health Hospital admitted Patients into its facility for
9 medically necessary services, supplies and/or equipment during the various dates
10 of service as set forth in Exhibit A.
11

12 11. At all relevant times, Kaiser and/or its agent authorized the
13 medical services rendered to the Patients by PIH Health Hospital and verified the
14 existence of benefits and Patients' eligibility for benefits.
15

16 12. PIH Health Hospital's usual and customary charges for the
17 medically necessary services, supplies and/or equipment rendered to the Patients
18 totaled at least \$808,715.29.
19

20 13. PIH Health Hospital timely and properly submitted to Kaiser,
21 and/or its agent, at the address provided by Kaiser its bill for the medically
22 necessary services, supplies and/or equipment rendered to the Patients, for
23 payment by Kaiser.
24

25 14. Rather than properly paying PIH Health Hospital for the
26 medically necessary services, supplies and/or equipment PIH Health Hospital
27 rendered to the Patients, Kaiser failed to properly pay.
28

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15. Despite timely demand for full payment, Kaiser refused and continues to refuse to properly pay PIH Health Hospital for the medically necessary services, supplies and/or equipment PIH Health Hospital rendered to the Patients. As a result, PIH Health Hospital suffered damages in an amount to be proven at trial but not less than the sum of \$808,715.29, exclusive of interest.

FIRST CAUSE OF ACTION

(Breach of Implied-In-Fact Contract)

(Against Defendants Kaiser and Does 1 through 25)

16. PIH Health Hospital incorporates by reference and re-alleges paragraphs 1 through 15 here as though set forth in full.

17. Prior to the treatment rendered by PIH Health Hospital, through custom and practice, PIH Health Hospital and Kaiser impliedly agreed and understood that PIH Health Hospital would render medically necessary care to Kaiser enrollees, submit bills for such care to Kaiser, and that Kaiser would pay PIH Health Hospital for the necessary medical treatment rendered to the Patients. Specifically, upon stabilization of the Patients in PIH Health Hospital's emergency department and during the dates that PIH Health Hospital admitted the Patients to its facility for medical services, PIH Health Hospital contacted Kaiser to verify the Patients' healthcare eligibility under a Kaiser health plan and to obtain authorization from Kaiser for the medical services. In response, Kaiser represented that the Patients are a beneficiary of Kaiser's health plan.

18. On or about the time PIH Health Hospital admitted the Patients, PIH Health Hospital and Kaiser had entered into an implied-in-fact contract as demonstrated by custom and practice as well as the actions and conduct of Kaiser.

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COMPLAINT FOR DAMAGES FOR: 1. BREACH OF IMPLIED-IN-FACT CONTRACT; 2. BREACH OF ORAL CONTRACT; 3. QUANTUM MERUIT

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1 PIH Health Hospital alleges that Kaiser offered to reimburse PIH Health Hospital
2 should PIH Health Hospital provide medically necessary care to Kaiser enrollees.
3 PIH Health Hospital accepted that offer and did in fact provide medically
4 necessary care to Kaiser enrollees. PIH Health Hospital properly billed Kaiser for
5 the medically necessary services, and as demonstrated by Exhibit A, Kaiser did in
6 fact actually reimburse PIH Health Hospital for a portion of the services rendered
7 in partial compliance with the implied-in-fact contract. The dispute in this matter is
8 not whether Kaiser should have paid PIH Health Hospital, but rather as to the
9 amount Kaiser should have paid to PIH Health Hospital for each of the Patients.

10
11 19. Since Kaiser is a "health care service plan" as defined in the
12 California Health and Safety Code, at all relevant times Kaiser was under a
13 statutory duty to pay for emergency services and care provided to its enrollees until
14 each enrollee was stabilized pursuant to California Health and Safety Code
15 §1371.4(b). PIH Health Hospital rendered medically necessary, emergency
16 services, supplies and/or equipment to various Patients from the time of the
17 Patients' admission, as set forth in Exhibit A, to the time when each of the
18 Patients' condition had sufficiently stabilized to enable each of the Patients to be
19 discharged or transferred. California Health & Safety Code § 1371.4(b) provides,
20 in pertinent part, "A health care service plan shall reimburse providers for
21 emergency services and care provided to its enrollees." Kaiser violated California
22 Health & Safety Code § 1371.4 by failing to fully reimburse PIH Health Hospital
23 for the medically necessary, emergency services, supplies and/or equipment
24 rendered to the Patients.

25
26 20. PIH Health Hospital performed all conditions required on its
27 part to be performed in accordance with the terms and conditions of that implied-
28 in-fact contract. PIH Health Hospital reasonably relied on Kaiser's promises and

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1 conduct to pay for medical services and continued treating the Patients in reliance
2 on those promises and upon such conduct.

3
4 21. Kaiser breached that implied-in-fact contract by underpaying
5 PIH Health Hospital for the medically necessary services, supplies and/or
6 equipment rendered or supplied to the Patients.

7
8 22. As a result of Kaiser's breach of the implied contract, PIH
9 Health Hospital suffered damages in an amount to be proven at trial but not less
10 than the sum of \$808,715.29, exclusive of interest.

11
12 **SECOND CAUSE OF ACTION**

13 (Breach of Oral Contract)

14 (Against defendant Kaiser and Does 1 through 25)

15
16 23. PIH Health Hospital incorporates by reference and re-alleges
17 paragraphs 1 through 15 here as though set forth in full.

18
19 24. Upon stabilization of the Patients in PIH Health Hospital's
20 emergency department and during the dates that PIH Health Hospital admitted
21 the Patients to its facility for medical services, PIH Health Hospital contacted
22 Kaiser to verify the Patients' healthcare eligibility under a Kaiser health plan and
23 to obtain authorization from Kaiser for the medical services. In response, Kaiser
24 represented that: i) the Patients are a beneficiary of Kaiser's health plan and ii)
25 authorization was provided for medical services to be rendered by PIH Health
26 Hospital to Patients.

27
28 25. This interaction establishes that PIH Health Hospital and

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COMPLAINT FOR DAMAGES FOR: 1. BREACH OF
IMPLIED-IN-FACT CONTRACT; 2. BREACH OF
ORAL CONTRACT; 3. QUANTUM MERUIT

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1 Kaiser entered into an oral contract, where Kaiser promised to pay for the
2 necessary medical treatment rendered to the Patients, in exchange, PIH Health
3 Hospital promised to provide the necessary medical treatment to the Patients.
4

5 26. PIH Health Hospital provided medical care to the Patients
6 pursuant to Kaiser's promise to pay. Kaiser knew these services were being
7 provided and promised to pay for them.
8

9 27. If Kaiser had not agreed to pay and had not authorized the
10 services rendered to the Patients, PIH Health Hospital could have made
11 alternative arrangements for medical care, or could have sought alternative
12 sources of payment.
13

14 28. PIH Health Hospital has performed all conditions required by
15 it on its part to be performed in accordance with the terms and conditions of the
16 oral agreement. PIH Health Hospital reasonably relied on Kaiser's promise to
17 pay for medical services and continued treating the Patients in reliance on that
18 promise.
19

20 29. Kaiser breached the oral contract by failing to fully reimburse
21 PIH Health Hospital for the medical care given to the Patients by PIH Health
22 Hospital.
23

24 30. As a direct and proximate result of Kaiser's breach of oral
25 contract, PIH Health Hospital has suffered damages in an amount to be proven at
26 trial but not less than the sum of \$808,715.29, exclusive of interest.
27
28

THIRD CAUSE OF ACTION

(Quantum Meruit)

(Against Defendants Kaiser and Does 1 through 25)

31. Within the past two years, by its words and/or conduct, Kaiser requested that PIH Health Hospital provide the Patients with medically necessary services, supplies and/or equipment.

32. Acting pursuant to Kaiser's implied and/or express request, PIH Health Hospital provided the Patients with medically necessary services, supplies and/or equipment.

33. PIH Health Hospital's rendering of medically necessary services, supplies and/or equipment to the Patients was intended to, and did, benefit the Patients and therefore Kaiser.

34. For rendering the medically necessary services, supplies and/or equipment to the Patients, PIH Health Hospital reasonably expected full reimbursement of its billed charges at its usual and customary rates.

35. As stated above, PIH Health Hospital's usual and customary total billed charges for the medically necessary services, supplies and/or equipment it rendered to the Patients was at least \$808,715.29.

36. Within the past two years, PIH Health Hospital demanded Kaiser to pay for the medically necessary services, supplies and/or equipment it rendered to Patient but Kaiser failed to properly pay PIH Health Hospital.

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COMPLAINT FOR DAMAGES FOR: 1. BREACH OF IMPLIED-IN-FACT CONTRACT; 2. BREACH OF ORAL CONTRACT; 3. *QUANTUM MERUIT*

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1 37. As a result of Kaiser's misconduct, PIH Health Hospital has
2 suffered damages in an amount to be proven at trial according to proof but which
3 amounts to at least \$808,715.29, exclusive of interest.

4
5 **PRAYER FOR RELIEF**

6
7 **WHEREFORE, PIH Health Hospital prays for judgment as follows:**

8
9 **For the First Cause of Action:**

10
11 38. for the principal sum of \$808,715.29;

12
13 **For the Second Cause of Action:**

14
15 39. for the principal sum of \$808,715.29;

16
17 **For the Third Cause of Action:**

18
19 40. for the principal sum of \$808,715.29;

20
21 **For All Causes of Action:**

22
23 41. for interest on such principal sum at the rate of 15% per
24 annum, pursuant to Cal. Health & Safety Code § 1371; or, in the alternative, for
25 interest on such principal sum at the rate of 10% per annum, pursuant to Cal. Civ.
26 Code § 3289;

27
28 42. for all costs of suit incurred herein; and,

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COMPLAINT FOR DAMAGES FOR: 1. BREACH OF
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1 43. for such other and further relief as the Court deems just and
2 proper.
3

4 Dated: 10 June 2016
5

6 STEPHENSON, ACQUISTO & COLMAN
7

8
9 JENNIFER JIAO
10 Attorneys for
11 PRESBYTERIAN INTERCOMMUNITY
12 HOSPITAL, INC., dba PIH HEALTH
13 HOSPITAL - DOWNEY AND PIH
14 HEALTH HOSPITAL - WHITTIER
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Courthouse News Service

EXHIBIT A

06/18/2016

PIH vs. Kaiser
Exhibit A

No.	Hospital File Number	Last Name	First Name	Admin	Discharge	Patient Insurance ID	Underpaid Amount
1	000057308512	A	M	10/2/2015	10/2/2015	20604854	\$3,034.70
2	000057191314	A	C.I.	9/22/2015	9/22/2015	000021791624	\$861.60
3	000058030974	A	S	12/19/2015	12/19/2015	000010374408	\$4,402.70
4	000056441660	A	N.A.	7/3/2015	7/3/2015	000019698496	\$1,406.40
5	000056642192	B	M	7/24/2015	7/25/2015	13106778	\$1,077.45
6	000056580079	B	A.G.	7/18/2015	7/18/2015	17712132	\$855.60
7	000057204406	C	D.N.	9/23/2015	9/23/2015	000020486854	\$1,296.24
8	000055384036	C	A.A.	3/15/2015	3/15/2015	000017828727	\$758.70
9	000057751265	C	K.A.	11/18/2015	11/18/2015	000018532197	\$3,463.20
10	00005795448	C	M	12/10/2015	12/10/2015	000018954326	\$8,948.23
11	000056653579	C	A	7/27/2015	7/27/2015	20811010	\$400.95
12	000056879026	C	A	8/19/2015	8/19/2015	20811010	\$1,358.00
13	000056956527	D	E	8/27/2015	8/27/2015	000021521951	\$1,943.60
14	000057721680	D	J	11/16/2015	11/16/2015	000014091897	\$7,026.16
15	000055365464	F	N.L.	3/12/2015	3/13/2015	000020392251	\$369.90
16	000055285431	F	M.A.	3/5/2015	3/5/2015	000015427776	\$550.80
17	000054940754	G	E.W.	1/28/2015	1/28/2015	21354698	\$489.90
18	000057262362	G	G.C.	9/28/2015	9/29/2015	14688581	\$1,866.83
19	000056780406	G	A.J.	8/9/2015	8/9/2015	21376641	\$550.35
20	000057632689	G	R	11/5/2015	11/5/2015	000015075788	\$2,566.40
21	000057951113	G	M	12/10/2015	12/12/2015		\$25,086.48
22	000055099774	G	A	2/13/2015	2/13/2015	17118038	\$3,481.60
23	000057718413	G	D	11/15/2015	11/15/2015		\$8,995.31
24	000057096679	G	M.A.	9/11/2015	9/12/2015		\$2,644.55
25	000057842098	G	D.J.	11/29/2015	11/29/2015		\$3,723.69
26	000057546228	H	L.S.	10/27/2015	10/27/2015		\$5,360.58
27	000055282172	H	A.G.	3/4/2015	3/4/2015	20014717	\$18,468.10
28	000057824054	H	V	11/26/2015	11/26/2015		\$1,521.32
29	000057783300	H	F	11/22/2015	11/22/2015		\$1,046.55
30	000057726937	H	B.J.	11/16/2015	11/16/2015		\$4,846.00
31	000056773989	H	M.I.	8/7/2015	8/7/2015	17407029	\$455.40
32	000056774029	H	B	8/7/2015	8/7/2015	17407032	\$455.40
33	000055574016	J	R	4/3/2015	4/3/2015		\$717.10
34	000057388621	L	J.F.	10/12/2015	10/12/2015		\$2,396.28
35	000055518146	L	M.E.	3/28/2015	3/28/2015		\$2,010.67
36	000057970527	L	L	12/12/2015	12/12/2015		\$5,260.30
37	000057629172	L	C	11/5/2015	11/5/2015		\$3,691.50
38	000057715807	L	K.D.	11/14/2015	11/14/2015		\$1,020.38
39	000056390081	L	A.K.	6/27/2015	6/27/2015		\$552.70
40	000057973406	L	N.M.	12/13/2015	12/13/2015		\$4,366.77
41	000057240913	L	O	9/26/2015	9/26/2015		\$325.35
42	000057468613	L	J.F.	10/19/2015	10/20/2015		\$7,596.00
43	000058079463	L	C.D.	12/25/2015	12/25/2015		\$4,540.59
44	000057879736	L	L.M.	12/3/2015	12/3/2015		\$3,905.30
45	000057988024	L	K.G.	12/15/2015	12/15/2015		\$2,580.77
46	000055671382	L	D	4/13/2015	4/14/2015	00002791520	\$88.20
47	000056583685	L	D.A.	7/19/2015	7/19/2015		\$1,601.60
48	000057189946	L	R	9/21/2015	9/22/2015		\$3,462.40
49	000057490427	L	J	10/21/2015	10/21/2015		\$4,051.00
50	000057756066	L	J.L.	11/19/2015	11/19/2015		\$509.48
51	000057868457	L	S.E.	12/2/2015	12/2/2015		\$647.22
52	000058070855	L	E.I.	12/23/2015	12/23/2015		\$1,886.94
53	000058036195	L	V	12/20/2015	12/20/2015		\$3,177.45
54	000057598518	M	T.Z.	11/2/2015	11/2/2015		\$150.87
55	000057834590	M	M	11/27/2015	11/27/2015		\$647.22
56	000057665226	M	M.J.	11/9/2015	11/9/2015		\$5,513.03

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PIH vs. Kaiser
Exhibit A

No.	Hospital File Number	Last Name	First Name	Admn	Discharge	Patient, Insurance ID	Underpaid Amount
57	000057701500	M	A	11/12/2015	11/13/2015		\$454.52
58	000058204033	M	J.G.	1/8/2016	1/9/2016		\$4,191.78
59	000057969222	M	M	12/12/2015	12/12/2015		\$1,084.97
60	000057386302	M	R	10/11/2015	10/11/2015	000021326949	\$1,915.25
61	000055765168	M	J	4/22/2015	4/23/2015		\$2,683.60
62	000057301855	M	J	10/2/2015	10/2/2015		\$1,131.06
63	000058033119	M	J	12/19/2015	12/19/2015		\$7,038.80
64	000057813735	M	D	11/25/2015	11/25/2015		\$12,804.40
65	000057851495	M	J.G.	11/30/2015	12/1/2015		\$3,886.90
66	000057502536	M	G	10/22/2015	10/22/2015		\$4,051.00
67	000057384976	M	V.J.	10/11/2015	10/11/2015		\$3,851.75
68	000057548000	M	M.E.	10/28/2015	10/28/2015		\$3,503.30
69	000057579419	M	J	10/30/2015	10/30/2015		\$2,161.42
70	000055661441	M	M.	4/13/2015	4/13/2015	00009461879	\$173.00
71	000057646101	M	J.A.	11/7/2015	11/7/2015		\$7,978.20
72	000058146689	M	M	1/4/2016	1/4/2016		\$6,305.07
73	000057451858	M	I	10/17/2015	10/17/2015		\$7,158.36
74	000057974719	M	J	12/13/2015	12/13/2015		\$3,692.37
75	000055963201	M	H.J.	5/14/2015	5/14/2015	110013641745	\$5,953.70
76	000057557647	M	G	10/28/2015	10/28/2015		\$2,477.37
77	000058212945	M	R.M.	1/10/2016	1/10/2016		\$647.22
78	000055584619	M	C.J.	4/4/2015	4/4/2015		\$162.60
79	000057401358	M	C	10/12/2015	10/13/2015	21044571	\$2,899.38
80	000057425845	M	J	10/14/2015	10/15/2015		\$2,584.56
81	000057826752	M	M.R.	11/26/2015	11/26/2015		\$3,434.29
82	000054820642	M	M	1/16/2015	1/17/2015	1967663	\$11,158.50
83	000057445769	M	E.M	10/16/2015	10/16/2015		\$7,744.76
84	000056579071	M	A.R.	7/18/2015	7/18/2015	21154349	\$1,019.17
85	000057756728	M	D.Q	11/19/2015	11/19/2015		\$4,735.89
86	000057874984	M	A.U.	12/2/2015	12/2/2015		\$807.35
87	000055573141	M	C	4/2/2015	4/3/2015		\$990.60
88	000057905721	M	A.R.	12/5/2015	12/6/2015		\$4,540.59
89	000054941471	M	R	1/28/2015	1/28/2015	20356057	\$835.51
90	000057939522	M	J.M	12/9/2015	12/9/2015		\$4,774.07
91	000057311045	N	T	10/2/2015	10/3/2015	0005897831	\$8,733.99
92	000057464117	N	J.Y.	10/19/2015	10/19/2015		\$1,697.38
93	000055182398	N	E.V.	2/23/2015	2/23/2015	6691748	\$2,786.00
94	000054736921	N	A.M.	1/8/2015	1/8/2015	16395529	\$3,493.00
95	000057566010	N	B	10/29/2015	10/29/2015		\$1,918.02
96	000058051343	O	C.A.	12/22/2015	12/22/2015		\$3,944.07
97	000058035940	O	J.A.	12/20/2015	12/20/2015		\$2,393.57
98	000056840648	O	L.A.	8/15/2015	8/15/2015	25069530	\$4,499.00
99	000057689493	O	R	11/11/2015	11/12/2015		\$4,612.11
100	000057902298	O	R	12/5/2015	12/5/2015		\$4,275.80
101	000057143653	O	F	9/16/2015	9/17/2015		\$1,315.46
102	000056227036	P	E	6/10/2015	6/11/2015		\$1,568.42
103	000057188377	P	M	9/21/2015	9/22/2015		\$1,304.25
104	000057378226	P	A	10/9/2015	10/10/2015		\$1,909.96
105	000055398093	P	A	3/16/2015	3/17/2015		\$1,990.51
106	000058042250	P	M	12/21/2015	12/21/2015		\$2,465.70
107	000057373268	P	I.J.	10/9/2015	10/9/2015	000020823395	\$1,995.55
108	000057701922	P	R.D.	11/13/2015	11/13/2015		\$5,820.87
109	000057445389	P	M.E.	10/16/2015	10/16/2015		\$3,695.17
110	000056943632	P	R.A.	8/26/2015	8/27/2015		\$1,798.49
111	000057514713	P	T	10/23/2015	10/24/2015		\$8,954.45
112	000055198782	P	S.F.	2/24/2015	2/24/2015	6519181	\$1,300.50

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PIH vs. Kaiser
Exhibit A

No.	Hospital File Number	Last Name	First Name	Admin	Discharge	Patient Insurance ID	Underpaid Amount
113	000056544737	Q	M	7/15/2015	7/15/2015	17838694	\$427.00
114	000055085344	Q	E	2/12/2015	2/12/2015	6689937	\$905.19
115	000056980642	Q	C	8/31/2015	8/31/2015		\$6,641.40
116	000057975096	Q	R	12/13/2015	12/13/2015		\$1,768.26
117	000057366684	R	D.M	10/8/2015	10/9/2015	000019000154	\$1,603.50
118	000057924813	R	Y	12/8/2015	12/8/2015		\$9,029.03
119	000057504763	R	D	10/23/2015	10/23/2015		\$6,986.76
120	000057934424	R	J.R.	12/8/2015	12/8/2015		\$509.48
121	000056913023	R	R.J	8/24/2015	8/24/2015		\$371.87
122	000057878324	R	R	12/2/2015	12/2/2015		\$1,203.20
123	000057404907	R	R.D.	10/13/2015	10/13/2015	000017780790	\$2,827.54
124	000058038332	R	D.A.	12/20/2015	12/21/2015		\$13,517.20
125	000057957771	R	E	12/10/2015	12/10/2015		\$1,621.12
126	000056176449	R	N.D.	6/5/2015	6/5/2015		\$875.36
127	000057754897	R	M.A.	11/18/2015	11/18/2015		\$5,662.25
128	000058002627	R	D	12/16/2015	12/16/2015		\$4,832.00
129	000056595804	R	J.J.	7/20/2015	7/20/2015	20683424	\$162.60
130	000057309411	R	T.J.	10/2/2015	10/3/2015		\$7,737.28
131	000057330334	R	J.I.	10/5/2015	10/6/2015	000021732388	\$9,085.06
132	000057519563	R	S.M.	10/24/2015	10/25/2015		\$1,945.61
133	000057907917	R	Y	12/6/2015	12/6/2015		\$3,128.79
134	000054828470	R	B.L.	1/18/2015	1/18/2015		\$539.35
135	000057778177	R	N	11/20/2015	11/21/2015		\$11,160.89
136	000056180037	R	C	6/5/2015	6/5/2015		\$1,263.02
137	000055520753	R	K	3/28/2015	3/28/2015		\$527.40
138	000055957609	R	J	5/13/2015	5/13/2015		\$4,079.00
139	000056130016	R	J.A.	6/1/2015	6/1/2015		\$597.98
140	000057484602	R	S.J.	10/21/2015	10/21/2015		\$1,063.20
141	000157717001	R	S	11/14/2015	11/14/2015		\$9,866.07
142	000055382808	S	N	3/15/2015	3/15/2015		\$1,152.60
143	000057504482	S	C.M.	10/22/2015	10/23/2015	000015813519	\$1,255.37
144	000057646127	S	A.R.	11/7/2015	11/7/2015		\$509.48
145	000057947707	S	D.J.	12/10/2015	12/10/2015		\$8,723.00
146	000057744005	S	Z	11/17/2015	11/18/2015		\$1,402.48
147	000057977118	S	M.M.	12/13/2015	12/14/2015		\$4,216.00
148	000057467904	S	J.J.	10/19/2015	10/19/2015		\$6,412.85
149	000057536492	S	D.P.	10/27/2015	10/27/2015		\$12,830.43
150	000057665648	S	D.F.	11/9/2015	11/9/2015		\$9,158.14
151	000057844292	S	A.L.	11/30/2015	11/30/2015		\$2,497.09
152	000057931370	S	D.F.	12/8/2015	12/8/2015		\$9,451.09
153	000054543822	S	G	12/16/2014	12/17/2014		\$1,364.50
154	000057425761	S	C.P	10/14/2015	10/15/2015		\$9,523.23
155	000055723829	S	B	4/18/2015	4/18/2015		\$1,006.66
156	000057835902	S	A	11/28/2015	11/28/2015		\$3,859.29
157	000055257083	S	M.M.	3/2/2015	3/2/2015		\$1,870.80
158	000052937273	T	M.C.	5/20/2014	5/23/2014	0014215074	\$28,521.45
159	000055871842	T	N.I	5/4/2015	5/4/2015		\$1,140.10
160	000055169361	T	C.A.	2/20/2015	2/20/2015	20175999	\$2,371.02
161	000057491094	T	J	10/21/2015	10/22/2015		\$5,412.00
162	000157102147	T	N	9/12/2015	9/13/2015		\$1,127.24
163	000057501272	T	E.L	10/22/2015	10/22/2015		\$4,316.14
164	000057310260	T	K.A.	10/2/2015	10/2/2015	25099044	\$2,213.44
165	000057490369	T	M.A.	10/21/2015	10/21/2015		\$3,605.24
166	000057719056	T	E.A	11/15/2015	11/15/2015		\$3,649.15
167	000057310989	T	J.A.	10/2/2015	10/3/2015		\$1,785.93
168	000057381188	U	M	10/10/2015	10/10/2015		\$5,786.49

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PIH vs. Kaiser
Exhibit A

No.	Hospital File Number	Last Name	First Name	Admin	Discharge	Patient Insurance ID	Underpaid Amount
169	000057811994	U	R	11/24/2015	11/25/2015		\$5,010.38
170	000057899155	U	J.A.	11/4/2015	12/4/2015		\$1,444.58
171	000057652869	V	D.J.	11/8/2015	11/8/2015		\$2,514.96
172	000055168637	V	I.M.	2/20/2015	2/20/2015	20567582	\$523.90
173	000057559353	V	E	10/29/2015	10/29/2015	000012321289	\$5,951.07
174	000057800310	V	D	11/24/2015	11/24/2015		\$12,909.26
175	000054832522	V	M	1/19/2015	1/19/2015	00004502172	\$2,083.11
176	000057796211	V	A	11/23/2015	11/23/2015		\$1,631.61
177	000057403677	V	A.M.	10/13/2015	10/13/2015		\$13,127.85
178	000057826760	V	E.A.	11/26/2015	11/26/2015		\$2,310.83
179	000058025248	W	D	12/18/2015	12/18/2015		\$5,575.07
180	000058061284	W	C	12/22/2015	12/23/2015		\$5,666.09
181	000055360317	Y	D	3/12/2015	3/17/2015		\$75,859.21
182	000057070914	Y	R.K.	9/9/2015	9/9/2015		\$5,125.45
183	000057339541	Z	C.N.	10/6/2015	10/6/2015		\$2,357.05
184	000057549040	Z	R	10/28/2015	10/28/2015		\$3,903.31
185	000057650822	Z	A.V.	11/8/2015	11/8/2015		\$5,071.23
186	000053046843	E	M.C.	6/12/2014	6/12/2014		\$31,199.30
						TOTAL:	\$808,715.29

06/10/2016

CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): JENNIFER JIAO, ESQ. [SBN 292205] LAW OFFICES OF STEPHENSON, ACQUISTO & COLMAN, INC 303 N. Glenoaks Blvd., Suite 700 Burbank, CA 91502		FOR COURT USE ONLY FILED Superior Court of California County of Los Angeles JUN 10 2016 Sherri K. Carter, Executive Officer/Clerk By <u>Judi Lara</u> , Deputy
TELEPHONE NO.: (818) 559-4477 FAX NO.: (818) 559-5484 ATTORNEY FOR (Name): Plaintiff PRESBYTERIAN INTERCOMMUNITY		
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles STREET ADDRESS: 111 North Hill Street MAILING ADDRESS: 111 North Hill Street CITY AND ZIP CODE: Los Angeles, CA 90012 BRANCH NAME: Stanley Mosk Courthouse		CASE NUMBER: PC 6 295 15 JUDGE: DEPT:
CASE NAME: PRESBYTERIAN INTERCOMMUNITY HOSPITAL, INC. v. KAISER FOUNDATION HEALTH PLAN, INC.		
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)

Items 1-6 below must be completed (see instructions on page 2).

BY FAX

1. Check one box below for the case type that best describes this case:

Auto Tort

- ☐ Auto (22)
☐ Uninsured motorist (46)

Other PII/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

- ☐ Asbestos (04)
☐ Product liability (24)
☐ Medical malpractice (45)
☐ Other PII/PD/WD (23)

Non-PII/PD/WD (Other) Tort

- ☐ Business tort/unfair business practice (07)
☐ Civil rights (08)
☐ Defamation (13)
☐ Fraud (16)
☐ Intellectual property (19)
☐ Professional negligence (25)
☐ Other non-PII/PD/WD tort (35)

Employment

- ☐ Wrongful termination (36)
☐ Other employment (15)

Contract

- ☒ Breach of contract/warranty (06)
☐ Rule 3.740 collections (09)
☐ Other collections (09)
☐ Insurance coverage (18)
☐ Other contract (37)

Real Property

- ☐ Eminent domain/inverse condemnation (14)
☐ Wrongful eviction (33)
☐ Other real property (26)

Unlawful Detainer

- ☐ Commercial (31)
☐ Residential (32)
☐ Drugs (38)

Judicial Review

- ☐ Asset forfeiture (05)
☐ Petition re: arbitration award (11)
☐ Writ of mandate (02)
☐ Other judicial review (39)

Provisionally Complex Civil Litigation
(Cal. Rules of Court, rules 3.400-3.403)

- ☐ Antitrust/trade regulation (03)
☐ Construction defect (10)
☐ Mass tort (40)
☐ Securities litigation (28)
☐ Environmental/toxic tort (30)
☐ Insurance coverage claims arising from the above listed provisionally complex case types (41)

Enforcement of Judgment

- ☐ Enforcement of judgment (20)

Miscellaneous Civil Complaint

- ☐ RICO (27)
☐ Other complaint (not specified above) (42)

Miscellaneous Civil Petition

- ☐ Partnership and corporate governance (21)
☐ Other petition (not specified above) (43)

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. ☐ Large number of separately represented parties d. ☐ Large number of witnesses
 b. ☐ Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve e. ☐ Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
 c. ☐ Substantial amount of documentary evidence f. ☐ 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): THREE (3)

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: June 10, 2016

JENNIFER JIAO, ESQ. [SBN 292205]

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

1. 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.

2. File this cover sheet in addition to any cover sheet required by local court rule.

3. 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.

4. 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

Form Adopted for Mandatory Use
 Judicial Council of California
 CM-010 (Rev. July 1, 2007)

CIVIL CASE COVER SHEET

Legal
 Solutions
 & Plus

Cal. Rules of Court, rules 2.30, 3.220, 3.400-3.403, 3.740;
 Cal. Standards of Judicial Administration, std. 3.10

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 PUPD/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 PUPD/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 PUPD/WD

Non-PUPD/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-PUPD/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: PRESBYTERIAN INTERCOMMUNITY HOSPITAL, INC.
v. KAISER FOUNDATION HEALTH PLAN, INC.

CASE NUMBER

BC 6 23 5 1 5

**CIVIL CASE COVER SHEET ADDENDUM AND
STATEMENT OF LOCATION
(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)**

BY FAX

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)

1. Class actions must be filed in the Stanley Mosk Courthouse, central district.
2. May be filed in central (other county, or no bodily injury/property damage).
3. Location where cause of action arose.
4. Location where bodily injury, death or damage occurred.
5. Location where performance required or defendant resides.
6. Location of property or permanently garaged vehicle.
7. Location where petitioner resides.
8. Location wherein defendant/respondent functions wholly.
9. Location where one or more of the parties reside.
10. Location of Labor Commissioner Office

Step 4: Fill in the information requested on page 4 in Item III; complete Item IV. Sign the declaration.

Civil Case Cover Sheet Category No.	Type of Action (Check only one)	Applicable Reasons (See Step 3 Above)
Auto Tort Auto (22)	<input checked="" 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 <input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1., 4. 1., 4.
Other Personal Injury/Property Damage/Wrongful Death (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall) <input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.) <input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress <input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death	1., 4. 1., 4. 1., 3. 1., 4.

LACIV 109 (Rev. 03/11)
LASC Approved 03-04

**CIVIL CASE COVER SHEET ADDENDUM
AND STATEMENT OF LOCATION**

Local Rule 2.0
Page 1 of 4

LA-CV109

SHORT TITLE: PRESBYTERIAN INTERCOMMUNITY HOSPITAL, INC. v. KAISER FOUNDATION HEALTH PLAN, INC.	CASE NUMBER
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Non-Personal Injury/Property
Damage/Wrongful Death Tort

A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons (See Steps Above)
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 checked="" 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"/> A6015 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.

Real Property

Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation Number of parcels _____	2.
Wrongful Eviction (33)	<input type="checkbox"/> A6023 Wrongful Eviction Case	2., 6.
Other Real Property (26)	<input type="checkbox"/> A6018 Mortgage Foreclosure <input type="checkbox"/> A6032 Quiet Title <input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2., 6. 2., 6. 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 (36)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2., 6.

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SHORT TITLE: PRESBYTERIAN INTERCOMMUNITY HOSPITAL,
INC. v. KAISER FOUNDATION HEALTH PLAN, INC.

CASE NUMBER

A Civil Case Governing Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons (See Step 3 Above)
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.
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"/> A6008 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.
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.
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.
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.

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SHORT TITLE: PRESBYTERIAN INTERCOMMUNITY HOSPITAL, INC.
v. KAISER FOUNDATION HEALTH PLAN, INC.

CASE NUMBER

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.

ADDRESS: 11500 Brookshire Ave

☒ 1. ☒ 2. ☐ 3. ☐ 4. ☒ 5. ☐ 6. ☐ 7. ☐ 8. ☐ 9. ☐ 10.

CITY:

Downey

STATE:

CA

ZIP CODE:

90241

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: June 10, 2016

(SIGNATURE OF ATTORNEY/FILING PARTY)

JENNIFER JIAO, ESQ.

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.

06/10/2016

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