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JOSEPH M. LOVRETOVICH, STATE BAR NO. 73403  
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CHRISTINA R. MANALO, STATE BAR NO. 297718

**FILED**  
Superior Court of California  
County of Los Angeles

AUG 05 2016

Attorneys for Plaintiff  
JASON LITAK

Sherri R. Carter, Executive Officer/Clerk  
By *[Signature]* Deputy  
Nancy Alvarez

*D-18 Civil Feever*

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF LOS ANGELES - CENTRAL DISTRICT**

JASON LITAK, an individual

Case No. **BC 628486**

Plaintiff

**COMPLAINT FOR:**

vs.

1. RETALIATION IN VIOLATION OF THE CALIFORNIA FAMILY RIGHTS ACT ("CFRA") AND THE FAMILY MEDICAL LEAVE ACT ("FMLA");
2. ASSOCIATIONAL DISABILITY DISCRIMINATION IN VIOLATION OF CAL. GOVERNMENT CODE §12940 ET SEQ. ("FEHA");
3. RETALIATION IN VIOLATION OF FEHA;
4. WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY;
5. FAILURE TO PAY OVERTIME WAGES; AND;
6. UNFAIR BUSINESS PRACTICES IN VIOLATION OF CALIFORNIA BUSINESS AND PROFESSIONS CODE § 17200, ET SEQ.;

SOUTHERN CALIFORNIA PERMANENTE MEDICAL GROUP, INC., a California corporation; KAISER PERMANENTE INTERNATIONAL, a California corporation; KAISER FOUNDATION HOSPITALS, a California corporation; and DOES 1 through 50, inclusive  
Defendants

**DEMAND FOR JURY TRIAL**

RECEIPT #: CCH451233017  
DATE PAID: 08/08/16 09:47 AM  
PAYMENT: \$435.00  
RECEIVED:  
CHECK: \$0.00  
CASH: \$0.00  
CHARGE: \$0.00  
P.D.: \$435.00

CIT/CASE: BC628486  
LEADER#:

Plaintiff, JASON LITAK, hereby brings his complaint against the above-named

Defendants and states and alleges as follows:

COMPLAINT

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**PRELIMINARY ALLEGATIONS**

1  
2 1. At all times material herein, Plaintiff, JASON LITAK (hereinafter referred to as  
3 "Plaintiff") was and is a resident of the State of California, County of Los Angeles.

4 2. Plaintiff is informed, believes, and based thereon alleges that Defendant SOUTHERN  
5 CALIFORNIA PERMANENTE MEDICAL GROUP, INC. is a California corporation and was  
6 at all times mentioned in this complaint duly licensed to do business, was and is doing business,  
7 under and by virtue of the laws of the State of California, in Los Angeles county. Plaintiff is  
8 informed, believes, and based thereon alleges that SOUTHERN CALIFORNIA PERMANENTE  
9 MEDICAL GROUP, INC.'s principal place of business is in the State of California, County of  
10 Los Angeles.

11 3. Plaintiff is informed, believes, and based thereon alleges that Defendant KAISER  
12 PERMANENTE INTERNATIONAL is a California corporation and was at all times mentioned  
13 in this complaint duly licensed to do business, was and is doing business, under and by virtue of  
14 the laws of the State of California, in Los Angeles county.

15 4. Plaintiff is informed, believes, and based thereon alleges that Defendant KAISER  
16 FOUNDATION HOSPITALS is a California corporation and was at all times mentioned in this  
17 complaint duly licensed to do business, was and is doing business, under and by virtue of the  
18 laws of the State of California, in Los Angeles county.

19 5. At all times mentioned herein, Plaintiff was employed by Defendants SOUTHERN  
20 CALIFORNIA PERMANENTE MEDICAL GROUP, INC., KAISER PERMANENTE  
21 INTERNATIONAL and KAISER FOUNDATION HOSPITALS who are hereinafter  
22 collectively referred to as "KAISER."

23 6. At all times mentioned herein, Plaintiff was employed by KAISER in the State of  
24 California, County of Los Angeles.

25 7. DOES 1 through 50, and each of them, were and are the shareholders, and/or  
26 directors, and/or officers, and/or agents, and/or alter egos of KAISER, and in doing the things  
27 herein described, were acting within the scope of their authority as such shareholders, and/or  
28 directors, and/or officers, and/or agents, and/or alter egos of KAISER.

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1 8. The true names and capacities, whether individual, corporate, associate or otherwise  
 2 of DOES 1 through 50 are unknown to Plaintiff who therefore sues these Defendants under said  
 3 fictitious names. Plaintiff is informed and believes that each of the Defendants named as a DOE  
 4 Defendant is legally responsible in some manner for the events referred to in this complaint,  
 5 either negligently, willfully, wantonly, recklessly, tortiously, strictly liable, statutorily liable or  
 6 otherwise, for the injuries and damages described below to this Plaintiff. Plaintiff will in the  
 7 future seek leave of this court to show the true names and capacities of these DOE Defendants if  
 8 and when they have been ascertained.

9 9. Plaintiff is informed and believes, and based thereon alleges, that each of the  
 10 fictitiously named Defendants is responsible in some manner for, and proximately caused, the  
 11 harm and damages alleged herein below.

12 10. Plaintiff is informed and believes, and based thereon alleges, that each of the  
 13 Defendants named herein acted as the employee, agent, partner, alter-ego and/or joint venturer of  
 14 each of the other Defendants named herein and, in doing the acts and in carrying out the  
 15 wrongful conduct alleged herein, each of said Defendants acted within the scope of said  
 16 relationship and with the permission, consent and ratification of each of the other Defendants  
 17 named herein.

18 11. Hereinafter in the Complaint, unless otherwise specified, reference to a Defendant or  
 19 Defendants shall refer to all Defendants, and each of them.

20 **FACTUAL ALLEGATIONS**

21 12. Plaintiff began his employment with KAISER as an Associate Physician on or about  
 22 September 10, 2012. Plaintiff performed all his job duties satisfactorily and became a valued  
 23 member of KAISER.

24 13. KAISER informed Plaintiff during his orientation that Associate Physicians are  
 25 almost universally promoted to Partner Physician at their three-year mark, unless an Associate  
 26 Physician is subject to formal disciplinary write-ups on a K-1 form. KAISER also informed  
 27 Plaintiff during his orientation that denial of partnership would not come as a surprise to him,  
 28 and that he was encouraged to take advantage of all benefits offered by KAISER.

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1 14. Throughout his two years as an Associate Physician, Plaintiff consistently received  
2 positive MAPPS scores and performance data. Plaintiff never received any K-1 write-ups during  
3 his employment at KAISER.

4 15. During Plaintiff's employment with KAISER, Plaintiff requested and took  
5 intermittent time off to attend medical appointments related to his wife's pregnancy and serious  
6 health condition related thereto. Plaintiff used his sick days for these medical appointments.  
7 Plaintiff informed KAISER of his need to take this time off due to his wife's pregnancy and  
8 related serious medical condition. Plaintiff's daughter was born on December 7, 2013.

9 16. Plaintiff took FMLA and CFRA protected leave to bond with his newborn daughter  
10 from approximately December 9, 2013 through January 7, 2014. Plaintiff previously submitted  
11 the proper notification to KAISER, and KAISER approved Plaintiff's request for leave.

12 17. Thereafter, KAISER denied Plaintiff's retention bonuses in the amount of about  
13 \$15,000 and informed Plaintiff that it was due to his "overuse of sick days." Plaintiff is  
14 informed and believes, and based thereon alleges, that KAISER denied his retention bonus in  
15 retaliation for his taking of CFRA/FMLA protected leave. Plaintiff complained to Greg Kelman  
16 and to Chief of Dermatology Joy Twersky regarding KAISER's denial of his retention bonuses.

17 18. Plaintiff took a second FMLA and CFRA protected leave from approximately June 3,  
18 2014, through July 3, 2014. Plaintiff previously submitted the proper notification to KAISER,  
19 and KAISER approved Plaintiff's second request for leave.

20 19. When Plaintiff returned from FMLA/CFRA leave, Assistant Area Medical Director  
21 Greg Kelman remarked to Plaintiff: "I've never seen another employee take so much family  
22 leave" and that Plaintiff was putting "pressure" on other surgeons because of his decision to take  
23 so much family leave time. KAISER area medical director Shirley Suda also told Plaintiff "when  
24 you take leave, it puts stress on others."

25 20. On or about August 7, 2014, approximately one month after Plaintiff returned from  
26 his second FMLA/CFRA leave, KAISER Chief of Dermatology Joy Twersky and Assistant Area  
27 Medial Director Greg Kelman informed Plaintiff that he would not be recommended for the  
28 promotion of Partner Physician due to a vote by "all of the chiefs." Plaintiff is informed and

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1 believes, and based thereon alleges, that there was no such vote. Ms. Twersky and Mr. Kelman  
2 then told Plaintiff that if he did not resign, he would be terminated effective October 1, 2014, and  
3 would only be allowed to work for KAISER as a Per Diem physician thereafter.

4 21. Plaintiff is informed and believes, and based thereon alleges, that KAISER denied  
5 him the promotion to Partner Physician in retaliation for his use of CFRA/FMLA protected leave  
6 and his engagement in protected activity under the Fair Employment and Housing Act (FEHA),  
7 as well as his association with his pregnant wife.

8 22. Later that day, on or about August 7, 2014, during a meeting with Area Medical  
9 Director Shirley Suda, Ms. Suda informed Plaintiff that his "leave" and "unexcused absences"  
10 has been viewed by KAISER as a lack of support for his department and that it appeared as  
11 though he was not "all in." Plaintiff did not take any unexcused absences during his employment  
12 with KAISER.

13 23. Plaintiff, acting as a reasonable person, had no choice but to resign. On or about  
14 August 14, 2014, Plaintiff submitted the resignation letter drafted for him by KAISER, effective  
15 October 13, 2014. On or about October 15, 2014, Plaintiff began employment as a Per Diem  
16 Physician for KAISER. Plaintiff's demotion to Per Diem physician resulted in a loss of benefits,  
17 including health insurance, and a pay cut of about \$13.00 less per hour.

18 24. On or about December 5, 2015, KAISER terminated Plaintiff from his Per Diem  
19 Physician position for pretextual reasons. Plaintiff is informed and believes, and based thereon  
20 alleges, that KAISER's stated reasons for Plaintiff's termination were pretext. KAISER was  
21 substantially motivated in not selecting Plaintiff for partnership, in denying his retention bonus,  
22 and in terminating him from his per diem position by Plaintiff's engagement in protected  
23 activity, including his utilization of CFRA/FMLA protected leave, his complaints .

24 25. During his employment as a Per Diem Physician with KAISER, Plaintiff was not  
25 exempt from the employment laws and regulations of California. Defendants failed to pay  
26 Plaintiff all wages for his overtime hours worked as a Per Diem Physician.

27 26. Plaintiff properly exhausted his administrative remedies. On or about November 3,  
28 2014, Plaintiff submitted a written complaint to KAISER appealing KAISER's aforementioned

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1 decisions and requesting initiation of the dispute resolution procedure. In his request, Plaintiff  
 2 complained that he felt his parenting/family care leave was the reason KAISER did not select  
 3 him as a partner. On January 21, 2015, KAISER denied Plaintiff's appeal. Furthermore, Plaintiff  
 4 filed a complaint with the Department of Fair Housing and Employment ("DFEH") against  
 5 Defendants on December 2, 2015. The DFEH issued Plaintiff an immediate right-to-sue letter on  
 6 the same date, on December 2, 2015.

7 **FIRST CAUSE OF ACTION**

8 **RETALIATION IN VIOLATION OF THE CALIFORNIA FAMILY RIGHTS ACT**  
 9 **(CFRA) AND THE FAMILY MEDICAL LEAVE ACT (FMLA)**

10 **(Against All Defendants)**

11 27. Plaintiff restates and incorporates all preceding paragraphs of this Complaint as if  
 12 fully set forth herein.

13 28. At all relevant times herein, Plaintiff was qualified for and entitled to protected leave  
 14 under the California Family Rights Act (CFRA) and Family Medical Leave Act (FMLA).  
 15 Plaintiff was entitled to the benefits of the CFRA and FMLA because he worked for Defendants  
 16 for more than one year and had at least 1250 hours of service in the year preceding his requests  
 17 for leave to bond with his children, and

18 29. At all relevant times herein, Defendants are subject to the provisions of the CFRA  
 19 and FMLA because they employed fifty (50) or more full or part time employees within 75 miles  
 20 of Plaintiff's place of employment.

21 30. The CFRA (California Government Code § 12945.2 *et seq.*) and the FMLA (29  
 22 U.S.C. § 2601 *et seq.*) prohibit employers from discriminating or retaliating against an employee  
 23 for having exercised or attempted to exercise any CFRA or FMLA right.

24 31. For example, California Government Code section 12945.2(l) provides: "It shall be  
 25 an unlawful employment practice for an employer to refuse to hire, or to discharge, fine,  
 26 suspend, expel, or discriminate against, any individual because of any of...an individual's  
 27 exercise of the right to family care and medical leave."  
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1 32. Furthermore, 29 U.S.C. § 2615 provides: "It shall be unlawful for any employer to  
 2 interfere with, restrain, or deny the exercise of or the attempt to exercise, any right provided  
 3 under this subchapter" and that "It shall be unlawful for any employer to discharge or in any  
 4 other manner discriminate against any individual for opposing any practice made unlawful by  
 5 this subchapter."

6 33. Plaintiff properly requested and took CFRA/FMLA protected leave from  
 7 approximately December 9, 2013 through January 7, 2014 and from approximately June 3, 2014,  
 8 through July 3, 2014.

9 34. Thereafter, Defendants denied Plaintiff retention bonuses, refused to promote him to  
 10 Partner Physician, demoted him to a Per Diem Physician, and then wrongfully terminated his  
 11 employment altogether. Defendants were substantially motivated in taking these adverse  
 12 employment actions by retaliatory animus towards Plaintiff due to his engagement in protected  
 13 activity under the CFRA and FMLA.

14 35. As a proximate result of the aforesaid acts of Defendants, Plaintiff has suffered  
 15 actual, consequential and incidental financial losses, including without limitation, loss of salary  
 16 and benefits, and the intangible loss of employment related opportunities in his field and damage  
 17 to his professional reputation, all in an amount subject to proof at the time of trial. Plaintiff  
 18 claims such amounts as damages pursuant to Civil Code § 3287 and/or § 3288 and/or any other  
 19 provision of law providing for prejudgment interest.

20 36. As the proximate result of the wrongful acts of Defendants, Plaintiff has suffered and  
 21 continues to suffer emotional distress, humiliation, mental anguish and embarrassment, as well  
 22 as the manifestation of physical symptoms. Plaintiff is informed and believes, and thereupon  
 23 alleges, that he will continue to experience said physical and emotional suffering for a period in  
 24 the future not presently ascertainable, all in an amount subject to proof at the time of trial.

25 37. As a proximate result of the wrongful acts of Defendants Plaintiff has been forced to  
 26 hire attorneys to prosecute his claims herein and has incurred and is expected to continue to incur  
 27 attorneys' fees and costs in connection therewith. Plaintiff is entitled to recover attorneys' fees  
 28 and costs under California Government Code § 12965(b).

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1 38. Plaintiff is informed and believes, and based thereon alleges, that Defendants had in  
2 place policies and procedures that specifically prohibited Defendants' managers, officers, and  
3 agents from discriminating and retaliating against employees based on their engagement in  
4 protected activity under the CFRA/FMLA. Managers, officers, and/or agents of Defendants  
5 were aware of Defendants' policies and procedures prohibiting Defendants' managers, officers,  
6 and agents from discriminating and retaliating against employees based on their engagement in  
7 protected activity under the CFRA/FMLA. However, Defendants chose to consciously and  
8 willfully ignore said policies and procedures and therefore, Defendants' outrageous conduct was  
9 fraudulent, malicious, oppressive, and was done in wanton disregard for the rights of Plaintiff  
10 and the rights and duties owed by each Defendant to Plaintiff. Each Defendant aided, abetted,  
11 participated in, authorized, ratified, and/or conspired to engage in the wrongful conduct alleged  
12 above. Plaintiff should, therefore, be awarded exemplary and punitive damages against each  
13 Defendant in an amount to be established that is appropriate to punish each Defendant and deter  
14 others from engaging in such conduct.

15 39. Plaintiff is informed and believes, and based thereon alleges, that Defendants had a  
16 pattern and practice of discriminating and retaliating against employees based on their  
17 engagement in protected activity under the CFRA/FMLA. Plaintiff should, therefore, be awarded  
18 exemplary and punitive damages against each Defendant in an amount to be established that is  
19 appropriate to punish each Defendant and deter others from engaging in such conduct.

20 **SECOND CAUSE OF ACTION**

21 **ASSOCIATIONAL DISABILITY DISCRIMINATION**

22 **IN VIOLATION OF GOVT. CODE §§ 12940 ET SEQ. (FEHA)**

23 **(Against All Defendants)**

24 40. Plaintiff hereby repeats and incorporates all preceding paragraphs as though fully set  
25 forth herein.

26 41. At all times herein mentioned, California Government Code §§ 12940 *et seq.* were in  
27 full force and effect and were binding on Defendants and each of them, as Defendants regularly  
28 employed five (5) or more persons.



1           42. Under the Fair Employment and Housing Act ("FEHA"), Government Code §§  
 2 12940 *e. seq.*, it is an unlawful employment practice for an employer because of the person's  
 3 association with the disability of a person to discharge the person from employment or to  
 4 discriminate against the person in compensation or in terms, conditions, or privileges of  
 5 employment. Under Government Code 12926(o), "physical disability" includes a perception that  
 6 the person is associated with a person who has, or who is perceived to have, a physical disability.

7           43. During Plaintiff's employment with KAISER, Plaintiff requested and took  
 8 intermittent time off to attend medical appointments related to his wife's pregnancy and serious  
 9 health condition related thereto. Plaintiff used his sick days for these medical appointments.  
 10 Plaintiff informed KAISER of his need to take this time off due to his wife's pregnancy and  
 11 related serious medical condition. At all times herein, Plaintiff was able to perform the essential  
 12 functions of his position with reasonable accommodation.

13           44. Defendants subjected Plaintiff to a pattern and practice of unlawful retaliation  
 14 because of his association. As set forth above, Defendants were substantially motivated to deny  
 15 Plaintiff's retention bonus, demote him, and then terminate his employment on the basis of his  
 16 association with a disabled person, specifically his pregnant wife. Such conduct constituted  
 17 associational discrimination in violation of the FEHA.

18           45. As a proximate result of the aforesaid acts of Defendants, and each of them, Plaintiff  
 19 has suffered actual, consequential and incidental financial losses, including without limitation,  
 20 loss of salary and benefits, and the intangible loss of employment related opportunities in his  
 21 field and damage to his professional reputation, all in an amount subject to proof at the time of  
 22 trial. Plaintiff claims such amounts as damages pursuant to Civil Code § 3287 and/or § 3288  
 23 and/or any other provision of law providing for prejudgment interest.

24           46. As a proximate result of the wrongful acts of Defendants, and each of them, Plaintiff  
 25 has suffered and continues to suffer emotional distress, humiliation, mental anguish and  
 26 embarrassment, as well as the manifestation of physical symptoms. Plaintiff is informed and  
 27 believes and thereupon alleges that he will continue to experience said physical and emotional  
 28

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1 suffering for a period in the future not presently ascertainable, all in an amount subject to proof  
2 at the time of trial.

3 47. As a proximate result of the wrongful acts of Defendants, and each of them, Plaintiff  
4 has been forced to hire attorneys to prosecute his claims herein, and has incurred and is expected  
5 to continue to incur attorneys' fees and costs in connection therewith. Plaintiff is entitled to  
6 recover attorneys' fees and costs under California Government Code § 12965(b).

7 48. Plaintiff is informed and believes, and based thereon alleges, that Defendants had in  
8 place policies and procedures that specifically prohibited and required Defendants' managers,  
9 officers, and agents to prevent discrimination and retaliation based on association with a disabled  
10 person against and upon employees of Defendants. Managers, officers, and/or agents of  
11 Defendants were aware of Defendants' policies and procedures requiring Defendants' managers,  
12 officers, and agents to prevent, and investigate, discrimination based on association with a  
13 disabled person against and upon employees of Defendants. However, Defendants chose to  
14 consciously and willfully ignore said policies and procedures and therefore, Defendants'  
15 outrageous conduct was fraudulent, malicious, oppressive, and was done in wanton disregard for  
16 the rights of Plaintiff and the rights and duties owed by each Defendant to Plaintiff. Each  
17 Defendant aided, abetted, participated in, authorized, ratified, and/or conspired to engage in the  
18 wrongful conduct alleged above. Plaintiff should, therefore, be awarded exemplary and punitive  
19 damages against each Defendant in an amount to be established that is appropriate to punish each  
20 Defendant and deter others from engaging in such conduct.

21 **THIRD CAUSE OF ACTION**

22 **RETALIATION IN VIOLATION OF FEHA**

23 **(Against All Defendants)**

24 49. Plaintiff hereby repeats and incorporates all preceding paragraphs as though fully set  
25 forth herein.

26 50. At all times herein mentioned, California Government Code § 12940 et seq. was in  
27 full force and effect and was binding on Defendants, as Defendants regularly employed five or  
28 more persons. California Government Code §§ 12940(h) and 12940(l)(4) make it unlawful for

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1 any person to retaliate against an employee who has engaged in protected activity under the  
2 FEHA, including requesting accommodations related to the disability of a person associated with  
3 the employee.

4 51. During Plaintiff's employment with KAISER, Plaintiff requested and took  
5 intermittent time off to attend medical appointments related to his wife's pregnancy and serious  
6 health condition related thereto. Plaintiff informed KAISER of his need to take this time off due  
7 to his wife's pregnancy and related serious medical condition.

8 52. In retaliation for Plaintiff's engagement in protected activity under the FEHA,  
9 Defendants denied him his retention bonuses, declined to promote Plaintiff to Partner Physician,  
10 demoted Plaintiff to a per diem position, and then terminated him for pretextual reasons.

11 53. Defendants' conduct, as alleged above, constituted unlawful retaliation in violation  
12 of California Government Code § 12940 *et seq.*

13 54. As a proximate result of the aforesaid acts of Defendants, and each of them, Plaintiff  
14 has suffered actual, consequential and incidental financial losses, including without limitation,  
15 loss of salary and benefits, and the intangible loss of employment related opportunities in his  
16 field and damage to his professional reputation, all in an amount subject to proof at the time of  
17 trial. Plaintiff claims such amounts as damages pursuant to Civil Code § 3287 and/or § 3288  
18 and/or any other provision of law providing for prejudgment interest.

19 55. As a proximate result of the wrongful acts of Defendants, and each of them, Plaintiff  
20 has suffered and continues to suffer emotional distress, humiliation, mental anguish and  
21 embarrassment, as well as the manifestation of physical symptoms. Plaintiff is informed and  
22 believes and thereupon alleges that she will continue to experience said physical and emotional  
23 suffering for a period in the future not presently ascertainable, all in an amount subject to proof  
24 at the time of trial.

25 56. As a proximate result of the wrongful acts of Defendants, and each of them, Plaintiff  
26 has been forced to hire attorneys to prosecute his claims herein, and has incurred and is expected  
27 to continue to incur attorneys' fees and costs in connection therewith. Plaintiff is entitled to  
28 recover attorneys' fees and costs under California Government Code § 12965(b).

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1 57. Defendants had in place policies and procedures that specifically prohibited and  
 2 required Defendants' managers, officers, and agents to prevent retaliation for requesting  
 3 accommodations under the FEHA against and upon employees of Defendants. Defendants'  
 4 managers, officers, and/or agents were aware of Defendants' policies and procedures requiring  
 5 Defendants' managers, officers, and agents to prevent retaliation for complaints of sexual  
 6 harassment against and upon employees of Defendants. Furthermore, Defendants' managers,  
 7 officers, and agents maintained broad discretionary powers regarding staffing, managing, hiring,  
 8 firing, contracting, supervising, assessing and establishing of corporate policy and practice in the  
 9 Defendant's facilities. However, Defendants' managers, officers, and agents chose to  
 10 consciously and willfully ignore said policies and procedures and therefore, their outrageous  
 11 conduct was fraudulent, malicious, oppressive, and was done in wanton disregard for the rights  
 12 of Plaintiff and the rights and duties owed by each Defendant to Plaintiff. Each Defendant aided,  
 13 abetted, participated in, authorized, ratified, and/or conspired to engage in the wrongful conduct  
 14 alleged above. Plaintiff should, therefore, be awarded exemplary and punitive damages against  
 15 each Defendant in an amount to be established that is appropriate to punish each Defendant and  
 16 deter others from engaging in such conduct.

**FOURTH CAUSE OF ACTION**

**WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY**

**(Against All Defendants)**

17  
 18  
 19  
 20 58. Plaintiff incorporates by reference paragraphs all preceding paragraphs of this  
 21 Complaint as if fully set forth at this place.

22 59. At all times mentioned herein, the public policy of the State of California and the  
 23 United States of America, as codified in California Government Code §12945.2 *et seq.* and 29  
 24 U.S.C. § 2601 *et seq.*, is to prohibit employers from discriminating, harassing and retaliating  
 25 against any individual on the basis of engagement in protected activity under the California  
 26 Family Rights Act and Family Medical Leave Act. Plaintiff was at all relevant times a full time  
 27 employee of Defendants and had worked in excess of 1,250 hours. Plaintiff was therefore an  
 28 eligible employee under the CFRA and FMLA. Accordingly, the actions of Defendants, and

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1 each of them, in terminating Plaintiff on the grounds alleged and described herein were wrongful  
 2 and in contravention of the express public policy of the State of California, to wit, the policy set  
 3 forth in Cal. Government Code §§ 12945.2, *et seq.*, 29 U.S.C. § 2601 *et seq.*, and the laws and  
 4 regulations promulgated thereunder.

5 60. At all times mentioned, the public policy of the State of California, as codified,  
 6 expressed and mandated in Government Code § 12940 *et seq.* is to prohibit employers from  
 7 discriminating against any individual on the basis of the person's association with the physical  
 8 disability, including pregnancy-related health condition, of another person. Similarly the public  
 9 policy of the State of California, as codified, expressed and mandated in Government Code §  
 10 12940 *et seq.* is to prohibit employers from retaliating against any individual due to their  
 11 engagement in protected activity. These public policies of the State of California are designed to  
 12 protect all employees and to promote the welfare and well-being of the community at large.  
 13 Accordingly, the actions of Defendants, and each of them, in terminating Plaintiff on the grounds  
 14 alleged and described herein were wrongful and in contravention of the express public policy of  
 15 the State of California, to wit, the policies set forth in California Government Code §§ 12940 *et*  
 16 *seq.*, and the laws and regulations promulgated thereunder.

17 61. As a proximate result of the aforesaid acts of Defendants, and each of them, Plaintiff  
 18 has suffered actual, consequential and incidental financial losses, including without limitation,  
 19 loss of salary and benefits, and the intangible loss of employment related opportunities in her  
 20 field and damage to her professional reputation, all in an amount subject to proof at the time of  
 21 trial. Plaintiff claims such amounts as damages pursuant to Civil Code § 3287 and/or § 3288  
 22 and/or any other provision of law providing for prejudgment interest.

23 62. As a proximate result of the wrongful acts of Defendants, and each of them, Plaintiff  
 24 has suffered and continues to suffer stress, anxiety, depression, humiliation, great emotional  
 25 trauma. Plaintiff is informed and believes and thereupon alleges that she will continue to  
 26 experience said physical and emotional suffering for a period in the future not presently  
 27 ascertainable, all in an amount subject to proof at the time of trial.  
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1           63. The acts taken toward Plaintiff were carried out by Defendants' officers and/or  
 2 managing agents acting in a despicable, oppressive, malicious, deliberate, egregious and  
 3 inexcusable manner and in conscious disregard for the rights and safety of Plaintiff, and in direct  
 4 violation of California law, thereby justifying an award of punitive damages in a sum appropriate  
 5 to punish and make an example of Defendants, and each of them.

6           64. Further, because the wrongful acts against Plaintiff were carried out, authorized or  
 7 ratified by Defendants' directors, officers and/or managing agents, acting with malice, oppression  
 8 or fraud, or were deliberate, willful and in conscious disregard of the probability of causing  
 9 injury to Plaintiff, as reflected by the actions as described earlier in this Complaint, Plaintiff  
 10 seeks punitive damages against Defendants, in order to deter Defendants from such and similar  
 11 conduct in the future.

12           65. Plaintiff is informed and believes, and based thereon alleges, that Defendants had a  
 13 pattern and practice of wrongfully terminating employees based on their engagement in protected  
 14 activity under the CFRA/FMLA/FEHA. Plaintiff should, therefore, be awarded exemplary and  
 15 punitive damages against each Defendant in an amount to be established that is appropriate to  
 16 punish each Defendant and deter others from engaging in such conduct.

**FIFTH CAUSE OF ACTION**

**FAILURE TO PAY OVERTIME WAGES**

**IN VIOLATION OF CAL. LABOR CODE §§510, 1194, AND 1198**

**(Against All Defendants)**

21           66. Plaintiff hereby repeats and incorporates all preceding paragraphs as though fully set  
 22 forth herein.

23           67. California Labor Code § 510 mandates that any work in excess of eight hours in one  
 24 workday and any work in excess of forty hours in any one workweek and the first eight hours  
 25 worked on the seventh day of work in any one workweek shall be compensated at the rate of no  
 26 less than one and one-half times the regular rate of pay for an employee.

27           68. California Labor Code § 510 also requires that any work in excess of 12 hours in one  
 28 day shall be compensated at the rate of no less than twice the regular rate of pay for an employee.

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1 In addition, any work in excess of eight hours on any seventh day of a workweek shall be  
2 compensated at the rate of no less than twice the regular rate of pay of an employee.

3 69. Further, California Labor Code §1194 states, in pertinent part: "Notwithstanding any  
4 agreement to work for a lesser wage, any employee receiving less than the legal minimum wage  
5 or the legal overtime compensation applicable to the employee is entitled to recover in a civil  
6 action the unpaid balance of the full amount of this minimum wage or overtime compensation,  
7 including interest thereon, reasonable attorney's fees, and costs of suit."

8 70. Throughout the relevant time period, Plaintiff was not exempt from the employment  
9 laws and regulations of California and was required to work more than eight hours in one day  
10 and/or more than forty hours in one week.

11 71. Defendants failed and refused to pay Plaintiff all of his owed overtime compensation  
12 required by California employment laws and regulations.

13 72. Plaintiff has been deprived of his rightfully earned overtime compensation as a direct  
14 and proximate result of Defendants' failure and refusal to pay said compensation. Plaintiff is  
15 entitled to recover such amounts, plus interest thereon, attorneys' fees and costs pursuant to  
16 California Labor Code sections 510, 1194 and 1198.

17 **SIXTH CAUSE OF ACTION**

18 **UNFAIR BUSINESS PRACTICES PURSUANT TO**  
19 **CAL. BUSINESS & PROFESSIONS CODE §§ 17200, ET SEQ.**

20 **(Against All Defendants)**

21 73. Plaintiff hereby repeats and incorporates all preceding paragraphs as though fully set  
22 forth herein.

23 74. Plaintiff and aggrieved employees hereby bring a claim for Unfair Business  
24 Practices against Defendants pursuant to California Business and Professions Code §§ 17200, *et*  
25 *seq.* The conduct of Defendants as alleged in this Complaint has been and continues to be unfair,  
26 unlawful, and harmful to Plaintiff, aggrieved employees, and the general public. Plaintiff seeks  
27 to enforce important rights affecting the public interest within the meaning of California Code of  
28 Civil Procedure § 1021.5.

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1 75. California Business and Professions Code §§ 17200, *et seq.*, prohibit unlawful and  
 2 unfair business practices. Plaintiff is a "person" within the meaning of California Business and  
 3 Professions Code § 17204, and therefore has standing to bring this cause of action for injunctive  
 4 relief, restitution, and other appropriate equitable remedies.

5 76. California Labor Code § 90.5(a) articulates the public policies of this state to enforce  
 6 vigorously minimum labor standards, to ensure that employees are not required or permitted to  
 7 work under substandard and unlawful conditions and to protect law-abiding employers and their  
 8 employees from competitors who lower their costs by failing to comply with minimum labor  
 9 standards.

10 77. Through the conduct alleged in this Complaint, Defendants have acted contrary to  
 11 these public policies, have violated specific provisions of the California Labor Code, and have  
 12 engaged in other unlawful and unfair business practices in violation of California Business and  
 13 Profession Code §§ 17200 *et seq.*, depriving Plaintiff of rights, benefits, and privileges  
 14 guaranteed to all employees under the law.

15 78. Defendants' conduct, as alleged hereinabove, constituted unfair competition in violation  
 16 of sections 17200, *et seq.*

17 79. Defendants, by engaging in the conduct herein alleged, such as intentionally by failing to  
 18 pay Plaintiff his earned overtime compensation, either knew or in the exercise of reasonable care  
 19 should have known that the conduct was unlawful.

20 80. As a proximate result of the above mentioned acts of Defendants, Plaintiff is entitled to  
 21 restitution for all of Defendant's ill-gotten gains.

22 81. Unless restrained by this Court, Plaintiff believes Defendants will continue to engage  
 23 in the unlawful conduct as alleged above. Pursuant to the California Business and Professions  
 24 Code, this Court should make such orders or judgments, including the appointment of a receiver,  
 25 as may be necessary to prevent the use or employment, by Defendants, its agents or employees,  
 26 of any unlawful or deceptive business practice, disgorgement of profits which may be necessary  
 27 to restore to Plaintiff the money Defendants have unlawfully failed to pay him.  
 28

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1 82. Plaintiff further seeks attorney's fees pursuant to California Code of Civil Procedure  
2 § 1021.5.

3 **WHEREFORE, Plaintiff prays for judgment as follows:**

- 4 1. For general damages, according to proof;
- 5 2. For special damages, according to proof;
- 6 3. For loss of earnings, according to proof;
- 7 4. For declaratory and injunctive relief, according to proof;
- 8 5. For statutory penalties for wage and hour violations under the California Labor  
9 Code;
- 10 6. For attorneys' fees, according to proof;
- 11 7. For prejudgment interest, according to proof;
- 12 8. For punitive and exemplary damages, according to proof;
- 13 9. For costs of suit incurred herein; and
- 14 10. For such other relief that the Court may deem just and proper.

15  
16 **DEMAND FOR JURY TRIAL**

17 Plaintiff hereby demands a jury trial.

18  
19 DATED: August 04, 2016

JML LAW, A Professional Law Corporation

20  
21  
22 By: \_\_\_\_\_

23 JOSEPH M. LOVRETOVICH  
24 LANCE M. WILLIAMS  
25 CHRISTINA R. MANALO  
26  
27  
28

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CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Joseph M. Lovretovich; Lance M. Williams; Christina R. Manalo SBN: 73403; 282508; 297718 JML LAW, APLC 21052 Oxnard Street, Woodland Hills, CA 91367 TELEPHONE NO.: (818)610-8800 FAX NO. (818)610-3030 ATTORNEY FOR (Name): JASON LITAK		FOR COURT USE ONLY  <b>FILED</b> Superior Court of California County of Los Angeles  AUG 05 2016  Sherri R. Carter, Executive Officer/Clerk By <i>[Signature]</i> Deputy
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: CENTRAL		CASE NUMBER: Nancy Alvarez  JUDGE: DEPT: <b>BC 628486</b>
CASE NAME: <b>LITAK v. SOUTHERN CALIFORNIA PERMANENTE MEDICAL</b>	<b>CIVIL CASE COVER SHEET</b> <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) <input type="checkbox"/> Limited (Amount demanded is \$25,000 or less)	<b>Complex Case Designation</b> <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).

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

<b>Auto Tort</b> <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (48) <b>Other PIPD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</b> <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PIPD/WD (23) <b>Non-PIPD/WD (Other) Tort</b> <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (18) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PIPD/WD tort (35) <b>Employment</b> <input checked="" type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	<b>Contract</b> <input type="checkbox"/> Breach of contract/warranty (09) <input type="checkbox"/> Rule 3.740 collections (08) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) <b>Real Property</b> <input type="checkbox"/> Eminent domain/inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (28) <b>Unlawful Defendant</b> <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) <b>Judicial Review</b> <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	<b>Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403)</b> <input type="checkbox"/> Arbitrator/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) <b>Enforcement of Judgment</b> <input type="checkbox"/> Enforcement of judgment (20) <b>Miscellaneous Civil Complaint</b> <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) <b>Miscellaneous Civil Petition</b> <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
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2. This case  is  is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:

a. <input type="checkbox"/> Large number of separately represented parties	d. <input type="checkbox"/> Large number of witnesses
b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve	e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
c. <input type="checkbox"/> Substantial amount of documentary evidence	f. <input type="checkbox"/> Substantial postjudgment judicial supervision

3. Remedies sought (check all that apply): a.  monetary    b.  nonmonetary; declaratory or injunctive relief    c.  punitive

4. Number of causes of action (specify): 6

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: August 5, 2016  
 Lance M. Williams  
 (TYPE OR PRINT NAME) (SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

**NOTICE**

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

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SHORT TITLE: <b>LITAK V. SOUTHERN CALIFORNIA PERMANENTE MEDICAL</b>	CASE NUMBER <b>BC 628488</b>
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**CIVIL CASE COVER SHEET ADDENDUM AND  
STATEMENT OF LOCATION  
(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)**

This form is required pursuant to Local Rule 2.0 in all new civil case filings in the Los Angeles Superior Court.

Item I. Check the types of hearing and fill in the estimated length of hearing expected for this case:

JURY TRIAL?  YES CLASS ACTION?  YES LIMITED CASE?  YES TIME ESTIMATED FOR TRIAL 7-10  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. | 6. Location of property or permanently garaged vehicle.    |
| 2. May be filed in central (other county, or no bodily injury/property damage).  | 7. Location where petitioner resides.                      |
| 3. Location where cause of action arose.   | 8. Location wherein defendant/respondent functions wholly. |
| 4. Location where bodily injury, death or damage occurred.                       | 9. Location where one or more of the parties reside.       |
| 5. Location where performance required or defendant resides.                     | 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.

	<b>A</b> Civil Case Cover Sheet Category No.	<b>B</b> Type of Action (Check only one)	<b>C</b> Applicable Reasons - See Step 3 Above
Auto Tort	Auto (22)	<input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1., 2., 4.
	Uninsured Motorist (48)	<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)	1., 4.
		<input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.)	1., 4.
<input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress <input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death		1., 3. 1., 4.	

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Non-Personal Injury/Property Damages/Wrongful Death Tort

Employment

Contract

Real Property

Unlawful Detainer

A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 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 (18)	<input type="checkbox"/> A6013 Fraud (no contract)	1., 2., 3.
Professional Negligence (26)	<input type="checkbox"/> A6017 Legal Malpractice	1., 2., 3.
	<input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1., 2., 3.
Other (36)	<input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	2., 3.
Wrongful Termination (38)	<input checked="" type="checkbox"/> A6037 Wrongful Termination	1., 2., 3.
Other Employment (15)	<input type="checkbox"/> A6024 Other Employment Complaint Case	1., 2., 3.
	<input type="checkbox"/> A6109 Labor Commissioner Appeals	10.
Breach of Contract/Warranty (not Insurance) (06)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction)	2., 5.
	<input type="checkbox"/> A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence)	2., 6.
	<input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud)	1., 2., 5.
	<input type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	1., 2., 5.
Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff	2., 5., 6.
	<input type="checkbox"/> A6012 Other Promissory Note/Collections Case	2., 5.
Insurance Coverage (18)	<input type="checkbox"/> A6015 Insurance Coverage (not complex)	1., 2., 5., 6.
Other Contract (37)	<input type="checkbox"/> A6009 Contractual Fraud	1., 2., 3., 5.
	<input type="checkbox"/> A6031 Tortious Interference	1., 2., 3., 5.
	<input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1., 2., 3., 6.
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"/> A6016 Mortgage Foreclosure	2., 6.
	<input type="checkbox"/> A6032 Quiet Title	2., 6.
	<input type="checkbox"/> A6080 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2., 6.
Unlawful Detainer-Commercial (31)	<input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	2., 6.
Unlawful Detainer-Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	2., 6.
Unlawful Detainer- Post-Foreclosure (34)	<input type="checkbox"/> A6020F Unlawful Detainer-Post-Foreclosure	2., 6.
Unlawful Detainer-Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2., 6.

SHORT TITLE: <b>LITAK v. SOUTHERN CALIFORNIA PERMANENTE MEDICAL</b>	CASE NUMBER
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	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Judicial Review	Asset Forfeiture (05)	<input type="checkbox"/> A8108 Asset Forfeiture Case	2., 6.
	Petition re Arbitration (11)	<input type="checkbox"/> A8115 Petition to Compel/Confirm/Vacate Arbitration	2., 5.
	Writ of Mandate (02)	<input type="checkbox"/> A8151 Writ - Administrative Mandamus <input type="checkbox"/> A8152 Writ - Mandamus on Limited Court Case Matter <input type="checkbox"/> A8153 Writ - Other Limited Court Case Review	2., 8. 2. 2.
	Other Judicial Review (38)	<input type="checkbox"/> A8150 Other Writ /Judicial Review	2., 6.
Provisionally Complex Litigation	Antitrust/Trade Regulation (03)	<input type="checkbox"/> A8003 Antitrust/Trade Regulation	1., 2., 8.
	Construction Defect (10)	<input type="checkbox"/> A8007 Construction Defect	1., 2., 3.
	Claims Involving Mass Tort (40)	<input type="checkbox"/> A8008 Claims Involving Mass Tort	1., 2., 8.
	Securities Litigation (28)	<input type="checkbox"/> A8035 Securities Litigation Case	1., 2., 8.
	Toxic Tort Environmental (30)	<input type="checkbox"/> A8038 Toxic Tort/Environmental	1., 2., 3., 6.
	Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> A8014 Insurance Coverage/Subrogation (complex case only)	1., 2., 5., 6.
Enforcement of Judgment	Enforcement of Judgment (20)	<input type="checkbox"/> A8141 Sister State Judgment	2., 8.
		<input type="checkbox"/> A8180 Abstract of Judgment	2., 8.
		<input type="checkbox"/> A8107 Confession of Judgment (non-domestic relations)	2., 8.
		<input type="checkbox"/> A8140 Administrative Agency Award (not unpaid taxes)	2., 8.
		<input type="checkbox"/> A8114 Petition/Certificate for Entry of Judgment on Unpaid Tax	2., 8.
		<input type="checkbox"/> A8112 Other Enforcement of Judgment Case	2., 6., 9.
Miscellaneous Civil Complaints	RICO (27)	<input type="checkbox"/> A8033 Racketeering (RICO) Case	1., 2., 8.
	Other Complaints (Not Specified Above) (42)	<input type="checkbox"/> A8030 Declaratory Relief Only	1., 2., 8.
		<input type="checkbox"/> A8040 Injunctive Relief Only (not domestic/harassment)	2., 8.
		<input type="checkbox"/> A8011 Other Commercial Complaint Case (non-tort/non-complex)	1., 2., 8.
<input type="checkbox"/> A8000 Other Civil Complaint (non-tort/non-complex)	1., 2., 8.		
Miscellaneous Civil Petitions	Partnership Corporation Governance (21)	<input type="checkbox"/> A8113 Partnership and Corporate Governance Case	2., 8.
	Other Petitions (Not Specified Above) (43)	<input type="checkbox"/> A8121 Civil Harassment	2., 3., 8.
		<input type="checkbox"/> A8123 Workplace Harassment	2., 3., 8.
		<input type="checkbox"/> A8124 Elder/Dependant Adult Abuse Case	2., 3., 9.
		<input type="checkbox"/> A8180 Election Contest	2.
		<input type="checkbox"/> A8110 Petition for Change of Name	2., 7.
<input type="checkbox"/> A8170 Petition for Relief from Late Claim Law		2., 3., 4., 8.	
<input type="checkbox"/> A8100 Other Civil Petition	2., 9.		

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Item III. Statement of Location: Enter the address of the accident, party's residence or place of business, performance, or other circumstance indicated in Item II., Step 3 on Page 1, as the proper reason for filing in the court location you selected.

<b>REASON:</b> Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected for this case.  <input type="checkbox"/> 1. <input checked="" type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10.		<b>ADDRESS:</b> 5601 De Soto Ave.
<b>CITY:</b> Woodland Hills	<b>STATE:</b> CA	<b>ZIP CODE:</b> 91367

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, subs. (b), (c) and (d)].

Dated: August 5, 2016

(SIGNATURE OF ATTORNEY/FILING PARTY)

**PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:**

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet, Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form, LACIV 109, LASC Approved 03-04 (Rev. 03/11).
5. Payment in full of the filing fee, unless fees have been waived.
6. A signed order appointing the Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court in order to issue a summons.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.

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