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Attorneys for Plaintiff  
PROVIDENCE HEALTH SYSTEM-SOUTHERN  
CALIFORNIA, INC.

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

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

JUN 25 2018

Shorri R. Carter, Executive Officer/Clerk  
By Cristina Huijila, Deputy  
Cristina Huijila

PROVIDENCE HEALTH SYSTEM-  
SOUTHERN CALIFORNIA, a California  
non-profit public benefit corporation

Plaintiff,

v.

KAISER FOUNDATION HEALTH  
PLAN, INC., a California corporation; and  
DOES 1 THROUGH 25, INCLUSIVE,

Defendants.

Case No.:

**BC 711360**

COMPLAINT FOR DAMAGES FOR:

1. BREACH OF WRITTEN CONTRACT
2. BREACH OF IMPLIED-IN-FACT CONTRACT;
3. *QUANTUM MERUIT*

RECEIVED: 310  
DATE PAID: 06/25/18 02:21 PM  
PAYMENT: \$435.00  
CHECK: \$435.00  
CASH: \$0.00  
CHANGE: \$0.00  
CARD: \$0.00

CIT/CASE: BC711360  
LEA/DEF#:

FC 14329

- 1 - COMPLAINT FOR DAMAGES

**COMPLAINT FOR DAMAGES**

**PARTIES**

1. Plaintiff Providence Health System-Southern California ("Providence Health") is a non-profit public benefit corporation organized and existing pursuant to the laws of the State of California. Providence has its principal place of operation in the City of Seattle, State of Washington. Providence Health provides medical care.

2. Providence Health owns and operates the Providence Holy Cross Medical Center in the City of Los Angeles, County of Los Angeles, State of California under the fictitious business name of Providence Holy Cross Medical Center. Providence Health owns and operates the Providence Tarzana Medical Center in the City of Tarzana, County of Los Angeles, State of California under the fictitious business name of Providence Tarzana Medical Center. Providence Health owns and operates the Providence Saint Joseph Medical Center in the City of Burbank, County of Los Angeles, State of California under the fictitious business name of Providence Saint Joseph Medical Center. Providence Health owns and operates the Little Company of Mary Hospital in San Pedro, California under the fictitious business name of Little Company of Mary Hospital. Providence Health owns and operates the Little Company of Mary Hospital in the City of Torrance, County of Los Angeles, State of California under the fictitious business name of Little Company of Mary Hospital.

3. Defendant Kaiser Foundation Health Plan ("Kaiser Health") is a corporation organized and existing pursuant to the laws of the State of California. Kaiser Health has its principal place of business in the City of Oakland, California.

09/25/2018

1           4. Defendant Kaiser Foundation Hospitals ("Kaiser Foundation")  
2 is a corporation organized and existing pursuant to the laws of the State of  
3 California. Kaiser Foundation has its principal place of business in the City of  
4 Oakland, State of California.

5  
6           5. Providence Health is unaware of the true names and capacities,  
7 whether corporate, associate, individual, partnership or otherwise of defendants  
8 Does 1 through 25, inclusive, and therefore sues such defendants by such fictitious  
9 names. Providence Health will seek leave of the Court to amend this complaint to  
10 allege their true names and capacities when ascertained.

11  
12           6. Kaiser Foundation Health Plan, Inc. and Kaiser Foundation  
13 Hospitals, Inc. and Does 1 through 25, inclusive, shall be collectively referred to as  
14 Kaiser Health.

15  
16           7. Defendants, and each of them, at all relevant times, have  
17 transacted business in the State of California. The violations alleged within this  
18 complaint have been and are being carried out in the State of California.

19  
20           8. At all relevant times each of the defendants, including the  
21 defendants named "Doe," was and is the agent, employee, employer, joint venturer,  
22 representative, alter ego, subsidiary, and/or partner of one or more of the other  
23 defendants, and was, in performing the acts complained of herein, acting within the  
24 scope of such agency, employment, joint venture, or partnership authority, and/or  
25 is in some other way responsible for the acts of one or more of the other  
26 defendants.

**COMMON FACTUAL BACKGROUND**

9. On various dates during the period from 2014 through 2015, Providence Health provided medical treatment to individuals (collectively "Patients") who were enrolled in health care service plans sponsored and/or administered by defendants. A spreadsheet showing the Patients, including dates of admission and discharge, at issue in this case is attached as Exhibit A and is incorporated by this reference as though set forth in full.

10. Providence Health is informed and believes and thereon alleges that at all relevant times the Patients were beneficiaries of health plans sponsored, administered and/or funded by Kaiser Health.

11. At all relevant times, Providence Health had entered into the an Acute Hospital Services Agreement ("Kaiser Contract") which covers payment terms and rates for Patient Nos. 3-5 as identified in Exhibit A – Claims Nos.: (3) 762000046368; (4) 772000059698; (5) 772000114845. Under the Kaiser Contract, Providence Health agreed to render medically necessary care to the individual enrollees of Kaiser Health's health plan; in exchange, Kaiser Health agreed to pay Providence Health System the negotiated rates pursuant to the terms of the Kaiser Contract for that care ("Contract Rates"). In general, the negotiated rates under the Kaiser Contract provided for medically necessary care to be paid at a discount of Providence Health's usual and customary total billed charges.

12. At all relevant times, Patient Nos. 1-2 as identified in Exhibit A– Claim Nos. (1) 725000091898 and (2) 725000170448, were individual enrollees of Kaiser Health's health plan but not contracted under the Kaiser Contract.

1 13. Providence Health rendered medically necessary services to  
2 Patients.

4 14. Providence Health timely and properly submitted the total  
5 billed charges to Kaiser Health for payment by the insurers.

7 15. Kaiser Health failed to properly pay Providence Health for the  
8 medically necessary services rendered to the Patients, despite demands thereof.

10 16. Providence Health has now exhausted all available  
11 administrative remedies to appeal Kaiser Health's refusal to pay for the medically  
12 necessary care rendered to Patients.

13  
14 **FIRST CAUSE OF ACTION**

15 (Breach of Written Contract)

16 (Against defendant Kaiser Health

17 (And/or including Does 1 through 25, inclusive))

18  
19 17. Providence Health incorporates by reference and re-alleges  
20 paragraphs 1 through 16 here as though set forth in full.

21  
22 18. As stated above, for Patient Nos. 3-5 which were covered under  
23 the Kaiser Contract, Providence Health agreed to provide medically necessary  
24 services to these Kaiser Health beneficiaries in exchange for which Kaiser Health  
25 agreed to pay the contract rates to Providence Health according to the terms of the  
26 Kaiser Contract.

1           19. Providence Health provided medically necessary services to  
2 Patient Nos. 3-5 listed in Exhibit A and performed all conditions, covenants, and  
3 promises required on its part to be performed in accordance with the terms and  
4 conditions of the Kaiser Contract.

5  
6           20. Providence Health demanded that Kaiser Health perform its  
7 obligations to properly reimburse Providence Health at the Contract Rates set for  
8 in the Kaiser Contract for the medical services, supplies and/or equipment rendered  
9 to those Patients.

10  
11           21. Kaiser Health breached the Kaiser Contract by failing to pay  
12 fully, much less to timely pay Providence Health the amount due under the Kaiser  
13 Contract, without excuse.

14  
15           22. As a result of the breach by Kaiser Health, Providence Health  
16 suffered damages in a sum to be proven at trial but no less than \$64,963.44,  
17 exclusive of interest.

18  
19                           **SECOND CAUSE OF ACTION**

20                           (Breach of Implied-in-Fact Contract)

21                           (Against defendants Kaiser Health

22 (And/or including Does 1 through 25, inclusive for Patient Nos. 1-2 of Exhibit A))  
23

24           23. Providence Health incorporates by reference and re-alleges  
25 paragraphs 1 through 16 here as though set forth in full.

26  
27           24. Prior to the treatment rendered by Providence Health, through  
28 custom and practice, Providence Health and Kaiser Health impliedly agreed and

1 understood that Providence Health would render medically necessary care to  
2 Kaiser Health enrollees, submit bills for such care to Kaiser Health, and that Kaiser  
3 Health would pay Providence Health for the necessary medical treatment rendered  
4 to the Patients. Specifically, upon stabilization of the Patients Providence Health's  
5 emergency department and during the dates that Providence Health admitted the  
6 Patients to its facility for medical services, Providence Health contacted Kaiser  
7 Health to verify the Patient Nos. 1-2s' healthcare eligibility under a Kaiser Health  
8 health plan and to obtain authorization from Kaiser Health for the medical services.  
9 In response, Kaiser Health represented that the Patients were a beneficiary of  
10 Kaiser Health's health plan.

11  
12 25. On or about the time Providence Health admitted the Patients,  
13 Providence Health and Kaiser Health had entered into an implied-in-fact contract  
14 as demonstrated by custom and practice as well as the actions and conduct of  
15 Kaiser Health. Providence Health alleges that Kaiser Health offered to reimburse  
16 Providence Health should Providence Health provide medically necessary care to  
17 Kaiser Health enrollees. Providence Health accepted that offer and did in fact  
18 provide medically necessary care to Kaiser Health enrollees. Providence Health  
19 properly billed Kaiser Health for the medically necessary services, and Kaiser  
20 Health did in fact actually reimburse Providence Health for a portion of the  
21 services rendered in partial compliance with the implied-in-fact contract. The  
22 dispute in this matter is not whether Kaiser Health should have paid Providence  
23 Health, but rather as to the amount Kaiser Health should have paid to Providence  
24 Health for each of the Patient Nos. 1-2.

25  
26 26. Since Kaiser Health is a "health care service plan" as defined in  
27 the California Health and Safety Code, at all relevant times Kaiser Health was  
28 under a statutory duty to pay for emergency services and care provided to its

1 enrollees until each enrollee was stabilized pursuant to California Health and  
2 Safety Code §1371.4(b). Providence Health rendered medically necessary,  
3 emergency services, supplies and/or equipment to various Patients from the time of  
4 the Patients' admission, as set forth in Exhibit A, to the time when each of the  
5 Patients' condition had sufficiently stabilized to enable each of the Patients to be  
6 discharged or transferred. California Health & Safety Code § 1371.4(b) provides,  
7 in pertinent part: "[a] health care service plan shall reimburse providers for  
8 emergency services and care provided to its enrollees." Kaiser violated California  
9 Health & Safety Code § 1371.4 by failing to fully reimburse Providence Health for  
10 the medically necessary, emergency services, supplies and/or equipment rendered  
11 to the Patient Nos. 1-2.

12  
13 27. Providence Health performed all conditions required on its part  
14 to be performed in accordance with the terms and conditions of that implied-in-fact  
15 contract. Providence Health reasonably relied on Kaiser Health's promises and  
16 conduct to pay for medical services and treated the Patients in reliance on those  
17 promises and upon such conduct.

18  
19 28. Kaiser Health breached that implied-in-fact contract by  
20 underpaying Providence Health for the medically necessary services, supplies  
21 and/or equipment rendered or supplied to the Patients.

22  
23 29. As a result Kaiser Health's breach of the implied-in-fact  
24 contract, for Patient Nos. 1-2, Providence Health System has been damaged in an  
25 amount to be proven at trial but no less than \$369,461.73.

26  
27 \\\



**THIRD CAUSE OF ACTION**

*(Quantum Meruit)*

(Against defendants Kaiser Health

(And/or including Does 1 through 25, inclusive))

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

31. By its words and conduct, Kaiser Health requested that Providence Health provide Patients Nos. 1-2 with medically necessary services, supplies and/or equipment.

32. Acting pursuant to Providence Health's implied and/or express requests, Providence Health provided Patients Nos. 1-2 with medically necessary services, supplies, and/or equipment.

33. Providence Health's rendering of medically necessary services, supplies and/or equipment to Patients Nos. 1-2 was intended to, and did benefit Patients Nos. 1-2 and therefore Kaiser Health.

34. For rendering the medically necessary services, supplies and/or equipment to Patients Nos. 1-2, Providence Health reasonably expected full reimbursement of its billed charges at its usual and customary rates.

35. As stated above, Providence Health's usual and customary billed charges for the medically necessary services, supplies and/or equipment it rendered to Patients Nos. 1-2 was an amount to be proven at trial according to proof but which exceeds \$369,461.73.

36. Providence Health requested payment from Kaiser Health for its usual and customary value of \$369,461.73 for rendering medically necessary care, but Kaiser Health failed to fully pay that amount.

37. As a result, Providence Health suffered damages in the sum in an amount to be proven at trial but no less than \$369,461.73, which sum represents Providence Health's usual and customary total billed charges (\$369,461.73) for such care less the amount paid of \$0.

**PRAYER FOR RELIEF**

**WHEREFORE**, Providence Health prays for judgment as follows:

For the First Cause of Action:

1. for the principal sum of \$64,963.44;
2. for interest on such principal sum at the rate of fifteen percent (15%) per annum, pursuant to Cal. Health & Safety Code § 1371;

For the Second and Third Cause of Action:

3. for the principal sum of \$369,461.73;
4. for interest on such principal sum at the rate of 15% per annum, pursuant to Cal. Health & Safety Code § 1371; or, in the alternative, for interest on such principal sum at the rate of 10% per annum, pursuant to Cal. Civ. Code § 3289;

1 For All Causes of Action;

2

3

5. for all costs of suit incurred herein; and,

4

5

6. for such other and further relief as the Court deems just and

6

proper.

7

8

9

10 Dated: 25 June 2018

11

LAW OFFICES OF STEPHENSON,  
ACQUISTO & COLMAN, INC.

12

13

NINA ZHANG

14

Attorneys for PROVIDENCE HEALTH  
SYSTEM-SOUTHERN CALIFORNIA., a  
non-profit public benefit corporation

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FC 14329

- 11 - COMPLAINT FOR DAMAGES

06/25/2018

Courthouse News Service

06/25/2018

## EXHIBIT A

## Exhibit A

8/10/2015

No.	File Number	Admission Date	Discharge Date	Patient ID	Total Charges	Total Paid	Underpaid
1	725000091898	1/5/2015	1/13/2015	000021366932	\$87,191.36	\$0.00	\$87,191.36
2	725000170448	9/12/2015	9/22/2015	000015170111	\$282,270.37	\$0.00	\$282,270.37
3	762000046368	8/9/2014	8/11/2014	000020752985	\$28,535.28	\$0.00	\$14,478.79
4	772000059698	2/7/2015	2/9/2015	00002587259	\$44,969.31	\$0.00	\$22,484.65
5	772000114845	10/23/2015	10/25/2015	000007829762	\$110,835.99	\$0.00	\$28,000.00
						<b>TOTAL:</b>	<b>\$434,425.17</b>

CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Nina Zhang, Esq. (SBN 303878) Law Offices of Stephenson, Acquisto & Colman, Inc. 303 N. Glenoaks Blvd., Suite 700 Burbank, CA 91502  TELEPHONE NO.: (818) 559-4477 FAX NO.: (818) 559-5484 ATTORNEY FOR (Name): Plaintiff Providence Health System SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles County Superior STREET ADDRESS: 111 N. Hill Street MAILING ADDRESS: Same CITY AND ZIP CODE: Los Angeles, CA 90012 BRANCH NAME: Stanley Mosk Courthouse		FOR COURT USE ONLY  <b>FILED</b> Superior Court Of California County Of Los Angeles  <b>JUN 25 2018</b> Sherri R. Carter, Executive Officer/Clerk By <u>Cristina Huelga</u> , Deputy Cristina Huelga
CASE NAME: Providence Health System-Southern California v. Kaiser Foundation Health Plan, Inc.		
<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)	
CASE NUMBER: <b>BC 711360</b> JUDGE: DEPT:		

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 (46) <b>Other PI/PD/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 PI/PD/WD (23) <b>Non-PI/PD/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 (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) <b>Employment</b> <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	<b>Contract</b> <input checked="" type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <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 (26) <b>Unlawful Detainer</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</b> (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/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): 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 25, 2018

Nina Zhang, Esq. (SBN 303878)

(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.

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  
 Co. Plus

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

SHORT TITLE: Providence Health System v. Kaiser Foundation Health Plan, Inc

CASE NUMBER

BC 7 1 1 3 6 0

**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 2.3 in all new civil case filings in the Los Angeles Superior Court.

**Step 1:** After completing the Civil Case Cover Sheet (Judicial Council form CM-010), find the exact case type in Column A that corresponds to the case type indicated in the Civil Case Cover Sheet.

**Step 2:** In Column B, check the box for the type of action that best describes the nature of the case.

**Step 3:** In Column C, circle the number which explains the reason for the court filing location you have chosen.

**Applicable Reasons for Choosing Court Filing Location (Column C)**

1. Class actions must be filed in the Stanley Mosk Courthouse, Central District.
2. Permissive filing in central district.
3. Location where cause of action arose.
4. Mandatory personal injury filing in North District.
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.
11. Mandatory filing location (Hub Cases – unlawful detainer, limited non-collection, limited collection, or personal injury).

Auto  
TortOther 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 Step 3 Above
Auto (22)	<input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1, 4, 11
Uninsured Motorist (46)	<input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist	1, 4, 11
Asbestos (04)	<input type="checkbox"/> A6070 Asbestos Property Damage <input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	1, 11 1, 11
Product Liability (24)	<input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)	1, 4, 11
Medical Malpractice (45)	<input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons <input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1, 4, 11 1, 4, 11
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, 11 1, 4, 11 1, 4, 11 1, 4, 11

CACIV 109 (Rev 2/16)

LASC Approved 03-04

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

Local Rule 2.3

Page 1 of 4

SHORT TITLE: <b>Providence Health System v. Kaiser Foundation Health Plan, Inc</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
<b>Non-Personal Injury/ Property Damage/ Wrongful Death Tort</b>	Business Tort (07)	<input type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1, 2, 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	1, 2, 3
<b>Employment</b>	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
<b>Contract</b>	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 <input type="checkbox"/> A6034 Collections Case-Purchased Debt (Charged Off Consumer Debt Purchased on or after January 1, 2014)	5, 6, 11 5, 11 5, 6, 11
	Insurance Coverage (18)	<input type="checkbox"/> A6015 Insurance Coverage (not complex)	1, 2, 5, 8
	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, 8, 9
<b>Real Property</b>	Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation      Number of parcels _____	2, 6
	Wrongful Eviction (33)	<input type="checkbox"/> A6023 Wrongful Eviction Case	2, 6
	Other Real Property (26)	<input type="checkbox"/> A6018 Mortgage Foreclosure	2, 6
		<input type="checkbox"/> A6032 Quiet Title	2, 6
<input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)		2, 6	
<b>Unlawful Detainer</b>	Unlawful Detainer-Commercial (31)	<input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	6, 11
	Unlawful Detainer-Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	6, 11
	Unlawful Detainer-Post-Foreclosure (34)	<input type="checkbox"/> A6020F Unlawful Detainer-Post-Foreclosure	2, 6, 11
	Unlawful Detainer-Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2, 6, 11

CEACIV 109 (Rev 2/16)  
LASC Approved 03-04

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

Local Rule 2.3  
Page 2 of 4



SHORT TITLE: <b>Providence Health System v. Kaiser Foundation Health Plan, Inc</b>	CASE NUMBER
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Judicial Review

Provisionally Complex Litigation

Enforcement of Judgment

Miscellaneous Civil Complaints

Miscellaneous Civil Petitions

A Civil Case Cover 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, 3, 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"/> A6006 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, 5, 11 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/Change of Gender <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, 8 2, 9

10/1/2019

SHORT TITLE:	CASE NUMBER
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**Step 4: Statement of Reason and Address:** Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected. Enter the address which is the basis for the filing location, including zip code. (No address required for class action cases).

<b>REASON:</b> <input type="checkbox"/> 1. <input 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. <input type="checkbox"/> 11.		<b>ADDRESS:</b> 4101 Torrance Blvd.
<b>CITY:</b> Torrance	<b>STATE:</b> CA	<b>ZIP CODE:</b> 90503

**Step 5: Certification of Assignment:** I certify that this case is properly filed in the Central District of the Superior Court of California, County of Los Angeles [Code Civ. Proc., §392 et seq., and Local Rule 2.3(a)(1)(E)].

Dated: June 25, 2018

(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. 02/16).
5. Payment in full of the filing fee, unless there is court order for waiver, partial or scheduled payments.
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.

256/25/2018