

IN THE SUPERIOR COURT OF GWINNETT COUNTY  
STATE OF GEORGIA

*John J. Alumbaugh*  
CLERK OF SUPERIOR COURT

AAMIR NOTTA, ARSHELLA NOTTA,  
ESHAN NOTTA and ARISHA NOTTA,

Plaintiffs,

v.

KAISER PERMANENTE  
INSURANCE COMPANY,

Defendant.

CIVIL ACTION FILE NO.:

19-A-02046-9

**COMPLAINT**

COMES NOW the Plaintiff AAMIR NOTTA, ARSHELLA SOHANI, ESHAN NOTTA and ARISHA NOTTA (together the "Plaintiffs" or the "Nottas") by and through their undersigned counsel, and herewith bring this action against Defendant KAISER PERMANENTE INSURANCE COMPANY ("Defendant" or "Kaiser") for breach of contract and violation of certain statutes, and respectfully show the Honorable Court as follows:

1.

Plaintiff Aamir Notta is the primary policyholder on a Kaiser Permanente health insurance policy with three dependents: Arshella Sohani, his wife, Eshan Notta, his son and Arisha Notta, his daughter, who all reside in Gwinnett County, Georgia.

2.

Defendant Kaiser is a foreign insurance company with its principal place of business located at 300 Lakeside Drive, Oakland, CA, 94612. Defendant can be served through its registered agent Corporation Service Company located at 40 Technology Parkway South, Suite 300, Norcross, GA 30092 in Gwinnett County. Further jurisdiction and venue are proper as to Defendant in this Court.

### **BACKGROUND**

3.

This matter involves the fraudulent and deceptive business practices of Kaiser as they relate to providing Plaintiffs with ongoing insurance coverage.

4.

Specifically, Kaiser is liable to the Nottas for violations of Georgia's Fair Business Practices Act ("FBPA"), O.C.G.A. §§ 10-1-390 through 10-1-408, stemming from the cancellation of policies that were current and paid in full with no explanation, the failure to provide proper written notice of cancellation, the failure to notify Nottas of the problem with their policy, and the ongoing refusal to reinstate said policies despite confirming paid status and fault of Kaiser.

5.

The FBPA is intended to protect consumers and legitimate business enterprises from "unfair or deceptive practices in the conduct of any trade or commerce in part or wholly in the state." O.C.G.A. § 10-1-391(a).

6.

Accordingly, the Nottas file this action under the FBPA to obtain temporary, preliminary, and permanent equitable relief as reinstatement of cancelled policies, reimbursement for medical expense that would ordinarily be covered under the wrongfully terminated policy, and other relief as the Court deems just and equitable.

### **FACTS**

7.

Plaintiff Aamir Notta has maintained insurance for himself and his family for nearly 20 years with Defendant.

8.

Plaintiff Aamir Notta paid approximately \$1,700.00 per month for insurance.

9.

On or about January 16, 2019, Plaintiff Aamir Notta received an automated call from Kaiser that his account needed attention.

10.

Plaintiff Aamir Notta immediately called Kaiser Member Services and spoke with a customer service representative named "Latrell". Latrell stated that there were no problems with the Nottas' account, and blamed the robo-call on the automated system. Latrell assured Plaintiff Aamir Notta that the account was current.

11.

Plaintiff Aamir Notta was further instructed by the Kaiser Customer service representative "Latrell" to ignore the call.

12.

Plaintiff Aamir Notta was again contacted by a Kaiser robo-call on or about January 29, 2019.

13.

Plaintiff Aamir Notta again immediately contacted a supervisor in Member Services, and was again told there was no problem with the account, and to ignore the automated call.

14.

Plaintiff Aamir Notta contacted a local Kaiser facility on February 6, 2019 to schedule an appointment and was informed that the insurance policy was cancelled and could not be reinstated.

15.

On February 10, 2019, Plaintiff Aamir Notta received a letter from Defendant, dated February 5, stating that as of February 1, 2019 Plaintiff Aamir Notta's payment was declined and that he needed to update his payment method to maintain coverage. A copy of said letter dated February 5, 2019 is attached hereto as Exhibit "A."

16.

Plaintiff Aamir Notta contacted his personal insurance agent on February 11, 2019, who in turn contacted Victor Houston, the sales manager for individuals and small business clients for Defendant. Mr. Houston escalated the issue the following day on February 12, 2019.

17.

Plaintiff Aamir Notta also visited the Gwinnett area business office of Kaiser, where he connected with a top-level supervisor. The supervisor found all the call records relating to his account and confirmed that Defendant made an error, and was unclear as to why Defendant's back office would not reinstate the policy.

18.

Plaintiff Aamir Notta and the aforementioned supervisor called Member Services several times, and spoke with several additional supervisors. At some point, it was determined that there was an additional credit authorization required, due to an increase in premium.

19.

This was the first time Plaintiff Aamir Notta was told of the problem with his account. He was never previously notified in writing or by telephone of the additional credit authorization required for his premium payment, which was already of autopayment.

20.

All consulted supervisors of Defendant agreed that Defendant was at fault.

21.

Plaintiff Aamir Notta received a policy cancellation notice dated February 11, 2019 on February 17, 2019. The notice stated that his policy was terminated effective December 31, 2018. A copy of such termination notice is attached hereto as Exhibit "B."

22.

To date, Defendant Kaiser still refuses to reinstate the cancelled coverage.

23.

Plaintiffs have suffered damages from the loss of insurance coverage effective December 31, 2019 to the present for funds they have paid or will have to pay for medical treatment.

**COUNT I**  
**VIOLATION OF THE FBPA**

24.

Section 393(a) of the FBPA, O.C.G.A. §10-1-393(a), prohibits "[u]nfair or deceptive acts or practices in the conduct of consumer transactions and consumer acts or practices in trade or commerce."

25.

Despite Kaiser's admittance of error on its part, Kaiser has failed to reinstate the Plaintiff's insurance policy.

**COUNT II**  
**VIOLATION OF O.C.G.A. § 33-24-44.**

26.

Pursuant to O.C.G.A. § 33-24-44, written notice of cancellation must be delivered to the insured stating the time when the cancellation will be effective, which shall not be less than 30 days from the date of mailing of such notice of cancellation.

27.

The Nottas received their first notice of cancellation from Defendant dated February 5, 2019, but immediately received a second letter dated February 13 stating that the policy had been terminated.

28.

Furthermore, the February 5<sup>th</sup> notice did not state a date of termination.

29.

Plaintiffs seek reinstatement of its health insurance policy which was wrongfully terminated as of December 31, 2018.

**COUNT III**  
**BREACH OF CONTRACT**

30.

Defendant has terminated Plaintiffs' health insurance policy without cause and without proper notice.

31.

Defendants failed to properly notify Plaintiffs in writing of their health insurance policy being terminated and failed to state a proper reason as why such policy was being terminated.

32.

As such, Plaintiff's health insurance policy should be reinstated effective December 31, 2018.

**COUNT III**  
**BREACH OF CONTRACT**

33.

Defendants have been stubbornly litigious and have failed to reinstate Plaintiff's health

insurance policy in spite of admitting to wrongdoing. As such the Plaintiffs are entitled to recover reasonable attorney's fees pursuant to O.C.G.A. § 9-15-14.

**WHEREFORE**, Plaintiffs prays that the Court:

- A. Enter a judgment in favor of the Plaintiffs by granting the requested equitable relief in the form of reinstating the Plaintiffs health insurance policy effective December 31, 2018;
- B. That the Plaintiffs be awarded reasonable attorney fees and expenses incurred in this litigation; and
- C. That this Court award Plaintiffs any such other relief as deemed just and proper by this Court.

Respectfully submitted this 5<sup>th</sup> day of March 2019.

THE TRUSTED LAWYERS  
A DESAI LAW GROUP, PC

*/s/ Sheetal R. Desai*

---

Sheetal R. Desai  
Georgia Bar No. 142172  
Attorney for Plaintiffs

3055 Peachtree Ind. Blvd., Suite 100  
Duluth, GA 30097  
Tel: (678) 502-7464  
Email: sdesai@TheTrustedLawyers.com