

**CIRCUIT COURT FOR BALTIMORE CITY**

Charles E. McManus III,  
6837 Baltimore Annapolis Blvd  
Linthicum, MD 21090-1601

Plaintiff

v

Case No.

Kaiser Foundation Health Plan  
of the Mid-Atlantic States, Inc  
2101 East Jefferson Street  
Rockville, MD 20852

Serve on: The Prentice-Hall Corp System  
7 St. Paul Street, Suite 1660  
Baltimore, MD 21202

Defendant

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CIRCUIT COURT FOR  
BALTIMORE CITY  
2013 JUN 20 PM 4:19  
CIVIL DIVISION

**COMPLAINT**

Charles E. McManus III, Plaintiff, sues Kaiser Foundation Health  
Plan of the Mid-Atlantic States, Inc., Defendant, and in support says:

1. Pursuant to an Individual Enrollment Application dated  
4 December 2011, Plaintiff became a member of the Kaiser Permanente  
Medicare Plus Plan Standard Option with Prescription Part D Coverage,  
effective 1 January 2012.

2. Pursuant to an option provided in Section D (Paying Your Plan Premium) of the application, Plaintiff elected to pay any premium by an automatic deduction from his monthly Social Security benefit check.

3. Notwithstanding the election described in the preceding paragraph, Defendant billed Plaintiff each month.

4. In November 2012 Plaintiff gave up hope that this matter might come to the attention of someone at Kaiser who would do something about the problem, and he decided to pay the bill.

5. On Friday, 30 November 2012, at Kaiser's Towson Medical Center located at 1447 York Road, Suite 100, Lutherville, MD 21093, Plaintiff paid the \$30.80 amount claimed to be due at that time. Kaiser refused to accept the payment and returned the money to Plaintiff.

6. In early December 2012, at Kaiser's City Plaza Medical Center located at 10 Hopkins Plaza, Baltimore, MD 21201 Plaintiff again attempted to pay the \$30.80 amount. Kaiser again refused to accept the payment.

7. On Monday, 8 April 2013 Plaintiff received via U.S. mail an envelope bearing a postage meter date of Wednesday, 3 April 2013, and containing a letter dated Monday, 1 April 2013, notifying Plaintiff that his membership in the Kaiser Permanente Medicare Cost Plus plan had been

terminated beginning Monday, 1 April 2013, “[s]ince we didn’t get that payment.”

8. Pursuant to section 5.3 of Chapter 10 and section 10 of Chapter 9 on pages 207 and 198-202 of Kaiser’s Evidence of Coverage and the third paragraph of the 8 April 2013 letter, Plaintiff made a “complaint” or “grievance,” Kaiser’s terms for its administrative appeal process.

9. By letter dated 22 April 2013 Kaiser acknowledged receipt of Plaintiff’s complaint or grievance.

10. By letter dated 17 May 2013 Kaiser denied Plaintiff’s complaint or grievance.

11. Plaintiff has exhausted his administrative appeals.

WHEREFORE, Plaintiff requests that this Court enter an order

A. declaring that Defendant’s attempt to terminate Plaintiff’s membership in the Kaiser Permanente Medicare Plus Plan is void and of no effect,

B. awarding damages to Plaintiff,

C. awarding his costs to Plaintiff, and

D. for such other and further relief as the case may require.

AFFIDAVIT

UNDER penalties of perjury I declare that the facts set forth in this  
Complaint are true and correct.

Dated: 20 July 2013

/s/  
Charles E. McManus III  
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Linthicum, MD 21090-1601  
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