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**FILED**  
**Superior Court Of California,**  
**Sacramento**  
**09/24/2013**  
**incervantes2**  
**By \_\_\_\_\_, Deputy**  
**Case Number:**  
**34-2013-00151839**

10 SUPERIOR COURT OF CALIFORNIA  
11 COUNTY OF SACRAMENTO

12 ANTHONY McCAULEY,  
13 Plaintiff,

14 v.

15 KAISER FOUNDATION HOSPITALS, a  
16 California corporation; KAISER  
17 FOUNDATION HEALTH PLAN, INC.;  
18 THE PERMANENTE MEDICAL  
19 GROUP, INC.; KAISER PERMANENTE  
20 INSURANCE COMPANY; KAISER  
21 MORSE HOSPITAL; and DOES 1 through  
22 25, inclusive,

23 Defendants.

Case No.

**COMPLAINT FOR DAMAGES**

[Medical Malpractice/Negligence]

**BY FAX**

24 Plaintiff, ANTHONY McCAULEY, complains of Defendants, KAISER  
25 FOUNDATION HOSPITALS, a California corporation; KAISER FOUNDATION  
26 HEALTH PLAN, INC.; THE PERMANENTE MEDICAL GROUP, INC.; KAISER  
27 PERMANENTE INSURANCE COMPANY; KAISER MORSE HOSPITAL; and DOES 1  
28 through 25, and each of them, allege as follows:

**GENERAL ALLEGATIONS**

1. The true names and capacities, whether individual, corporate, associate or otherwise, of the Defendants DOES 1 through 25, inclusive, are unknown to Plaintiff, who therefore sues such Defendants by such fictitious names, and Plaintiff will amend this

1 complaint to show their true names and capacities when the same have been ascertained.  
2 Plaintiff is informed and believes and thereon alleges that each of the Defendants, DOES 1  
3 through 25, inclusive, is responsible under law in some manner, negligently, in warranty,  
4 strictly, or otherwise, for the events and happenings herein referred to and proximately  
5 thereby caused injuries and damages to Plaintiff as to Plaintiff as herein alleged.

6 2. Plaintiff is now, and at all times herein mentioned was, a citizen of and  
7 resident within the State of California. The amount in controversy exceeds the minimum  
8 jurisdictional limits of the Court.

9 3. Defendants, and each of them, are now, and at all times herein mentioned  
10 were, citizens of and residents within the State of California, or doing business in the State  
11 of California, or public entities in the State of California, and the amount in controversy  
12 exceeds the minimum jurisdictional limits of the Court.

13 4. Plaintiff is informed and believes, and based thereon alleges, that defendant  
14 KAISER FOUNDATION HOSPITALS, a California corporation, KAISER FOUNDATION  
15 HEALTH PLAN, INC., THE PERMANENTE MEDICAL GROUP, INC., KAISER  
16 PERMANENTE INSURANCE COMPANY, KAISER MORSE HOSPITAL and DOES 1  
17 through 25, are now, and at all times herein mentioned were, California business entities,  
18 corporations, associations, partnerships or other types of business entities and Plaintiff will  
19 ask leave to insert the correct designation when same has been ascertained.

20 5. Plaintiff is informed and believes and thereon alleges that, at all times herein  
21 mentioned, each of the Defendants was the agent, employee, principal or employer of each  
22 of the remaining Defendants and was at all times acting within the course and scope of said  
23 relationships and each defendant has authorized, ratified and approved the acts of each of  
24 the remaining Defendants.

25 6. At all times herein mentioned, and thereafter, Defendants, and each of them,  
26 negligently cared for, diagnosed, and treated Plaintiff, ANTHONY McCAULEY, and failed  
27 to exercise the standard of care and skill ordinarily and reasonably required of medical  
28 doctors and other medical practitioners by, negligently diagnosing and treating Plaintiff,  
including negligent surgical and post-surgical care, failure to diagnose and treat an infection,

1 among other injuries, all of which proximately caused the hereinafter described injuries and  
2 damages to Plaintiff.

3 7. Plaintiff, ANTHONY McCAULEY, further alleges that Defendants, and  
4 each of them, breached their duty to assure the competence of their employees and  
5 independent contractors, and/or failed to exercise ordinary care under the circumstances  
6 herein alleged, to evaluate and to assure the quality of their staff, employees and  
7 independent contractors and breached their duty of selecting, reviewing and periodically  
8 evaluating their competency. This breach of the duty of careful selection, review, and  
9 periodic evaluation of the competency of their staff, employees and independent contractors  
10 created an unreasonable risk of harm to patients receiving care and treatment at the hands of  
11 the Defendants, and each of them, including Plaintiff.

12 8. As a proximate result of the negligence of the Defendants, and each of them,  
13 Plaintiff, ANTHONY McCAULEY, was hurt and injured in his health, strength and activity,  
14 sustaining injury to his body and shock and injury to his nervous system and person, all of  
15 which said injuries have caused and continue to cause Plaintiff great mental, physical, and  
16 nervous pain and suffering. Plaintiff is informed and believes, and based thereon alleges,  
17 that said injuries will result in some permanent disability to Plaintiff, all to his general  
18 damage in an amount in excess of the minimum jurisdictional limits of the Court.

19 9. That as a further proximate result of the said negligence of the Defendants,  
20 and each of them, Plaintiff, ANTHONY McCAULEY, was required to and did employ, and  
21 will be required in the future to employ, physicians and surgeons to examine, treat and care  
22 for him and did incur, and will in the future incur, medical and incidental expenses. The  
23 exact amount of such expense is unknown to Plaintiff at this time, and Plaintiff will ask  
24 leave to amend his pleading to set forth the exact amount thereof when the same is  
25 ascertained by him, and any and all prejudgment interest from the date of said injuries.

26 10. As a further proximate result of the said negligence of the Defendants, and  
27 each of them, Plaintiff, ANTHONY McCAULEY, was prevented from attending to his  
28 usual occupation and Plaintiff is informed and believes and therefore alleges, that he will  
thereby be prevented from attending to his usual occupation for a period of time in the

1 future, all to Plaintiff's further damage in an amount unknown at this time, and Plaintiff will  
2 ask leave to amend his complaint to show the exact amount when determined. Further,  
3 Plaintiff is entitled to prejudgment interest thereon from the date of Plaintiff's first CCP  
4 §998 Offer to Compromise.

5 WHEREFORE, Plaintiff prays for judgment against the Defendants, and each of  
6 them, as follows:

- 7 1. For general damages collectively in a sum in excess of the minimum  
8 jurisdictional limits of the Court;
- 9 2. For all medical and incidental expenses according to proof;
- 10 3. For all loss of earnings according to proof;
- 11 4. For all prejudgment interest on general and special damages from the date of  
12 Plaintiff's CCP §998 Offer to Compromise;
- 13 5. For all costs of suit; and
- 14 6. Such other and further relief as this Court may deem just and proper.

15 Dated: September 24, 2013

KERSHAW, CUTTER & RATINOFF, LLP

17 By   
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ERIC RATINOFF  
MARLA C. STRAIN  
Attorneys for the Plaintiff  
ANTHONY McCAULEY