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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES

OCT 07 2013

JOHN A. CLARKE, CLERK
BY L. JOHNSON, DEPUTY

Attorneys for Plaintiffs

CCW 322 Lee Smalley Edmen
SUPERIOR COURT FOR THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES - CENTRAL DISTRICT

DAR Debra Katzkin BC 523 617

D.E., an individual, individually and on
behalf of others similarly situated,

Case No.:

Plaintiffs,

CLASS ACTION

vs.

COMPLAINT AND DEMAND FOR
JURY TRIAL

Kaiser Foundation Health Plan, Inc., and
Does 1-50, inclusive,

Defendants.

1. Unlawful Business Practices;
2. Breach of Implied Covenant of Good Faith and Fair Dealing; and
3. Breach of Contract.

Plaintiff alleges based on her own knowledge with respect to her own acts
information and belief with respect to all other matters:

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CIT/CASE: EC523617
LEA/DEF#: 310
RECEIPT #: CCH439933053
DATE PAID: 10/07/13 02:02 PM
PAYMENT: \$435.00
RECEIVED:
CHECK: \$435.00
CASH: \$0.00
CHANGE: \$0.00
CARD: \$0.00

COMPLAINT AND DEMAND FOR JURY TRIAL

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GENERAL ALLEGATIONS

1.

INTRODUCTION

1. Plaintiff D.E. brings this lawsuit to stop Kaiser's illegal practice of systemically denying weekly psychotherapy to its members. Although Kaiser's contracts with its members, the California Mental Health Parity Act, and the Affordable Care Act, all require Kaiser to provide its members with medically necessary weekly psychotherapy, Kaiser does not provide such psychotherapy and instead directs its members to receive weekly psychotherapy outside of Kaiser from government funded or community funded clinics. Kaiser is ignoring its contractual and legal obligations to pay for this treatment, reaping huge profits, and forcing the taxpayers and its members to shoulder the cost of treatment that Kaiser is paid to provide. Kaiser's illegal practice is hurting people with severe mental illness who desperately need regular and consistent individualized psychotherapy, forcing such people to pay out of pocket for such services at the same time they are paying Kaiser's premiums, and overburdening government and community clinics solely to increase Kaiser's profit margin.

2. Plaintiff D.E. has been a victim of Kaiser's illegal practice. D.E. is a Kaiser member who sought weekly psychotherapy for the treatment of her Bipolar Disorder. Instead of providing her with medically necessary weekly psychotherapy sessions as required by her agreement with Kaiser and by law, Kaiser directed her to get the therapy outside of Kaiser and provided her with a list of government and community clinics to obtain treatment from at her own expense. A copy of the list is attached as Exhibit A. D.E. followed Kaiser's direction, obtained treatment from a clinic on Kaiser's list, and paid for the treatment herself.¹

3. Surprisingly, Kaiser has repeatedly acknowledged the fact that it does not provide weekly psychotherapy. Kaiser unequivocally admitted that "We do not offer long-term individual

¹ Not surprisingly, the treatment at the community clinic on Kaiser's list was provided by an unlicensed intern.

1 psychotherapy” regardless of a members’ need.² Kaiser further states that it does “not begin
2 treatment with individuals whose problems are of such a long-standing nature that short term
3 treatment would probably not be helpful (such as chronic mental illness, lifelong personality
4 problems etc.)...”³ Instead Kaiser admits that “will refer such individuals to an appropriate non-
5 Kaiser facility, although this treatment will not be a Kaiser covered benefit and will not be paid
6 for by Kaiser.”⁴

7 4. Kaiser’s own clinicians and psychologists have recognized the above described
8 systematic practices employed to increase profits at the expense of persons with severe mental
9 illness. In a survey of 305 Kaiser clinicians conducted in the last two years, **86 percent of the**
10 **Kaiser clinicians responded that Kaiser does not makes weekly individual psychotherapy**
11 **sessions available to the Kaiser members who need them.**⁵

12 5. When Kaiser does allow individual therapy, it can take in excess of a month for an
13 appointment and then several weeks in between appointments. In the survey noted above, nearly
14 90 percent of the Kaiser clinicians reported that there is insufficient staffing at their clinic to
15 provide patients with timely return visits.⁶ More than 75 percent reported that they are either
16 frequently or very frequently forced to schedule return visits further into the future than they
17 believe is appropriate.⁷ Eighty five percent of the clinicians also described themselves as “very
18 dissatisfied” or “dissatisfied” with their patients’ access to timely mental health appointments.⁸
19 More than half of these clinicians also report that subscribers are either frequently or very
20

21 ² Kaiser made this admission in a Frequently Asked Question sheet from its Department of
22 Psychiatry in Northern California. Department of Managed Health Care, Final Report Routine
23 Medical Survey of Kaiser Foundation Health Plan, Inc. Behavioral Health Services (March 18,
24 2013), pg. 18

25 ³ Id., pg. 19

26 ⁴ Id., pg. 19

27 ⁵ National Union of Healthcare Workers, Care Delayed, Care Denied: Kaiser Permanent’s Failure
28 to Provide Timely and Appropriate Mental Health Services (November 2011), pg. 15

⁶ Id, pg. 2

⁷ Id., pg. 2

⁸ Id., pg. 9

1 frequently pushed off into group therapy even though individual therapy may be more
2 appropriate.⁹

3 6. Kaiser's refusal to provide individual weekly therapy is in direct violation of the
4 California Mental Health Parity Act, which requires that Kaiser "provide coverage for the
5 diagnosis and medically necessary treatment of severe mental illnesses of a person of any age . . .
6 under the same terms and conditions applied to other medical conditions . . ."¹⁰ By refusing to
7 provide therapists who can administer psychotherapy on a weekly basis when medically
8 necessary, Kaiser also violates California's requirement that health plans "provide or arrange for
9 the provision of covered health care services in a timely manner appropriate for the nature of the
10 enrollee's condition consistent with good professional practice. . ."¹¹ California's regulations
11 specify that such treatment includes health care services such as individual psychotherapy.¹²
12 Kaiser also specifically violates California's requirement that plan providers such as Kaiser
13 provide mental health appointments within ten business days of the request for appointment.¹³

14 2.

15 **THE PARTIES**

16 7. Plaintiff D.E. is a subscriber in a Kaiser health plan. She currently resides in Los
17 Angeles County, California, where she has resided at all times relevant to this action.

18 8. Defendant Kaiser Foundation Health Plan ("Kaiser") is a California corporation
19 authorized to transact and transacting business in California with its principal place of business in
20 California. Kaiser is a health care service plan subject to the relevant provisions of the California
21 Health and Safety Code, including the Mental Health Parity Act.

22 9. The true names and capacities, whether individual, corporate, associate or otherwise,
23 of defendants named herein as Does 1 - 50, inclusive, are unknown to the plaintiff, who therefore sues

24 ⁹ Id., pg. 2, 15

25 ¹⁰ Health and Safety Code § 1374.72

26 ¹¹ 28 CCR § 1300.67.2.2(c)(1); see also 28 CCR § 1300.67.2(e) and (f); Health & Safety §
1367(d) and (f)

27 ¹² 28 CCR § 1300.67.05

28 ¹³ 28 CCR § 1300.67.2.2(c)(5)(E)

1 said defendants by fictitious names. Each of the defendants named herein as a Doe is responsible in
2 some manner for the events and happenings hereinafter referred to, and some of plaintiff's and the
3 proposed class members' damages as herein alleged were proximately caused by such defendants.
4 Plaintiff will seek leave to amend this complaint to show said defendants' true names and capacities
5 when the same have been ascertained.

6 10. At all times mentioned herein, each of the defendants was the agent or employee
7 of each of the other defendants, or an independent contractor, and in doing the things herein
8 alleged, each such defendant was acting within the purpose and scope of said agency and/or
9 employment and with the permission and consent of each other defendant. Plaintiff is informed
10 and believes that defendants all are engaged in a joint venture.

11 3.

12 **FACTUAL BACKGROUND**

13 11. Plaintiff D.E. suffers from Bipolar II Disorder, also known as bipolar affective
14 disorder, manic-depressive disorder, or manic depression. In April of 2012, D.E. enrolled in a
15 Kaiser plan and Kaiser issued her an Evidence of Coverage. This agreement, in addition to
16 California's Mental Health Parity Act, requires Kaiser to provide D.E. access to medically
17 necessary treatment for her bipolar disorder.

18 12. On May 9, 2013, D.E.'s psychiatrist referred her for in-network psychotherapy.
19 The psychiatrist stated that Kaiser provides only short term psychotherapy and that they only
20 provide at most one session every other week (regardless of the members' condition).

21 13. Though the psychiatrist referred D.E. for psychotherapy on May 9th, the first
22 appointment that Kaiser offered D.E. was for July 26th.

23 14. On July 26, 2013, the therapy session began well and D.E. opened herself up and
24 exposed her feelings and thoughts to the therapist with the expectation that the therapist and D.E.
25 would have opportunities to discuss her personal issues. However, at the end of the session the
26 Kaiser therapist told D.E. that she could not have weekly appointments and that the next available
27 appointment was not until August 13, 2013, twenty days from the first appointment. The
28 therapist told her that if she wanted future sessions then at the end of every session she would

10/07/2013

1 have to schedule the next session and that she would not generally be able to schedule any new
2 session for a time sooner than 20-30 days in the future.

3 15. D.E. complained to the therapist about the lack of treatment and support, and was
4 told that Kaiser had a list of non-Kaiser clinics that she could go to for weekly therapy. On or
5 about August 3, 2013, Kaiser sent D.E. a list of low-cost clinic's as an alternative to Kaiser's
6 sporadic treatment. (A copy of this list is attached to the complaint as Exhibit A.) The clinics on
7 the list were in the Los Angeles area but not Kaiser facilities. D.E. was desperate and so she
8 contacted many of the clinics on the list. She learned that nearly all of them required a telephone
9 in-take, prior to a paid in-person intake, after which there would be a one to three month wait
10 before she could schedule any actual therapy sessions. Because she was desperate for care, D.E.
11 proceeded to have telephone in-takes with four clinics.

12 16. On or about August 5th, D.E. called a Kaiser therapist and requested to see a Kaiser
13 therapist who could offer her regular appointments. The Kaiser therapist stated that all of the
14 Kaiser therapists worked on a rotation and that they could only offer appointments for Kaiser
15 members to occur every third or fourth week.

16 17. On or about August 23, 2013, still unable to conduct an in-person intake with the
17 out of network "list" clinics to which Kaiser referred D.E., D.E. contacted her Kaiser therapist
18 and asked if she could at the very least go to a different Kaiser facility and see a different
19 therapist whose schedule was not so full so that she could get consistent treatment. The therapist
20 did not recommend her to another Kaiser facility. Instead, she told D.E. to look online (for a non-
21 Kaiser therapist) at psychologytoday.com. This website is a private website that lists private
22 therapists for whose services a Kaiser subscriber would have to pay out of pocket for treatment.
23 The Kaiser therapist then refused a request from D.E. for a patient liaison or advocate and instead
24 suggested group therapy as an alternative to individualized therapy.
25
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CLASS ACTION ALLEGATIONS

18. Plaintiff D.E. seeks certification of a class under California Code of Civil Procedure ("CCP") § 382. An ascertainable class exists, and there is a well-defined community of interest among class members.

An Ascertainable Class Exists

19. Based on the information of which she and her counsel are currently aware, Plaintiff defines the putative class as follows:

All California residents covered as subscribers under Kaiser Foundation Health Plan, Inc.'s non-ERISA health care plans who have been diagnosed, or whose covered dependents have been diagnosed, with a Severe Mental Illness as defined in the California Mental Health Parity Act and who sought mental health treatment at any time from October 7, 2009 to the date of the mailing of the class notice in this action ("call period").

20. The identity of these subscribers and members is readily ascertainable from Kaiser's records.

21. The proposed class is limited to subscribers and members who reside in California or who resided in California when they submitted to Kaiser their request for benefits for mental health treatment. The proposed class does not include defendant, its officers, directors, and employees; any entity in which any defendant has a controlling interest, the defendants' affiliates, legal representatives, attorneys, heirs or assigns; the defendants' immediate families; any federal, state, or local government entity, any judge, justice, or judicial officer presiding over this matter, the members of their immediate families, and their judicial staffs; and any insured or subscribers whose coverage is subject to the provisions of the Employee Retirement Income Security Act ("ERISA").

22. Plaintiff reserves her right to modify the definition of the proposed class based on information that she or her counsel learns through discovery.

1 **Common Questions of Fact & Law Predominate**

2 23. Common questions of fact and common questions of law predominate over
3 individual questions of fact and individual questions of law. These common questions of fact and
4 law include, but are not limited to, the following:

- 5 • Whether Kaiser through its practice of refusing to provide and therefore denying
6 weekly therapy sessions violates the California Mental Health Parity Act and
7 California's Code of Regulations.
- 8 • Whether Kaiser through its practice of refusing to provide and therefore denying
9 weekly therapy sessions violates its contracts with its members.
- 10 • Whether Kaiser through its practice of refusing to provide and therefore denying
11 weekly therapy sessions violates the implied covenant of good faith and fair
12 dealing in its contracts with its members.
- 13 • Whether Kaiser has an improper practice of shifting the cost of providing
14 psychotherapy to its members to its members and government clinics.

15 **Plaintiff's Claims are Typical**

16 24. Plaintiff's claims are typical of those of the members of the class. Plaintiff and all
17 members of the proposed class have sustained injury arising out of and caused by Kaiser's
18 common course of unlawful conduct.

19 **Plaintiff is an Adequate Representative**

20 25. Plaintiff will adequately represent the class. She has no interests that are in
21 conflict with those of the class.

22 26. In addition, she has retained counsel who has experience prosecuting consumer
23 class actions; including class actions against Kaiser and other health plans in California for
24 violating the Mental Health Parity Act.

25 **Superiority of Class Treatment**

26 27. The class mechanism is superior to other procedures for resolving these claims.
27 The class is too large to make joinder practicable. The plaintiffs estimate that the class will
28 include thousands of Kaiser members. In addition, most if not all of the members of the class

1 have claims that are limited in terms of their financial value. They have little incentive, if any, to
2 prosecute their claims independently and would be unlikely to find counsel willing to represent
3 them. The only practical mechanism for them to vindicate their rights in this instance is through
4 class treatment of their claims. There will be no difficulty in the management of this action as a
5 class action.

7 FIRST CAUSE OF ACTION

8 (Unlawful Business Practice; California Business & Professions Code § 17200)

9 PLAINTIFF, ON BEHALF OF HERSELF AND OTHERS SIMILARLY SITUATED,
10 FOR A FIRST CAUSE OF ACTION AGAINST DEFENDANTS, AND EACH OF THEM FOR
11 UNLAWFUL BUSINESS PRACTICE, ALLEGES:

12 28. Plaintiff refers to each and every paragraph of the General Allegations above and
13 incorporates those paragraphs as though set forth in full in this cause of action.

14 29. The Unfair Competition Law ("UCL") prohibits unfair competition, which is
15 defined as including "any unlawful, unfair or fraudulent business act or practice." (Business &
16 Professions Code section 17200.) The UCL's "purpose is to protect both consumers and
17 competitors by promoting fair competition in commercial markets for goods and services. (*Kasky*
18 *v. Nike, Inc.* (2002) 27 Cal.4th 939, 949. The UCL is broadly worded, and "was intentionally
19 framed in its broad, sweeping language, precisely to enable judicial tribunals to deal with the
20 innumerable new schemes which the fertility of man's invention would contrive." (*Barquis v.*
21 *Merchants Collection Association* (1972) 7 Cal.3d 94, 112.). There are four, alternative, types of
22 conduct regulated by the UCL, i.e., conduct which is "unlawful," "unfair," or "fraudulent" and
23 conduct which violates Business & Professions Code section 17500, the False Advertising Law
24 ("the FAL").

25 30. Kaiser misleads persons with severe mental illness into paying Kaiser to provide
26 mental health treatment for their conditions but while Kaiser accepts millions of dollars a year
27 from such subscribers it has created a system of delay and misdirection so as to avoid its promise
28 to provide necessary psychotherapy. Kaiser has successfully reaped incredible profits by

1 unlawfully pushing people with mental illness into government run and third party run low cost
2 clinics and providing insufficient access to mental health clinics so that weekly individualized
3 psychotherapy is impossible for subscribers to obtain.

4 31. Kaiser acts in accordance with multiple unlawful business practices that include,
5 but are not limited to:

- 6 a. Refusing to provide and therefore denying weekly therapy sessions in
7 violation of the California Mental Health Parity Act.
8 b. Refusing to provide and therefore denying weekly therapy sessions in
9 violation of California Code of Regulations.
10 c. Providing coverage for subscribers with severe mental illnesses in a
11 manner not in parity with the coverage for members with non-psychiatric
12 illnesses, and by failing to provide weekly psychotherapy for patients with
13 Severe Mental Illnesses, in violation of California's Mental Health Parity
14 Act, Health & Safety Code § 1374.72 and Insurance Code § 10144.5; and

15 32. Plaintiff and the class members suffered injury in fact as a result of these improper
16 business practices. Plaintiff and the class members were forced to pay out of pocket for out of
17 network assessments and services and were forced to pay premiums for insurance policies under
18 which they could not get covered treatments.

19 33. For this claim, Plaintiff seeks restitution and an injunction against the above
20 mentioned improper business practices and what other relief that the Court deems just.

21
22 **SECOND CAUSE OF ACTION**

23 **(Breach of Implied Covenant of Good Faith and Fair Dealing)**

24 PLAINTIFF, ON BEHALF OF HERSELF AND OTHERS SIMILARLY SITUATED,
25 FOR A SECOND CAUSE OF ACTION AGAINST DEFENDANTS, AND EACH OF THEM
26 ALLEGES:

27 34. Plaintiff refers to each and every paragraph above and incorporates those
28 paragraphs as though set forth in full in this cause of action.

1 35. Plaintiff and the class members have all entered into a contractual agreement with
2 Kaiser whereby Kaiser would provide health benefits in exchange for monthly premiums.

3 36. Kaiser has deprived the Plaintiff and the class members of the benefits of the
4 insurance agreement by committing the conduct described above and by acting in accordance
5 with the improper business practices described above. Kaiser has accepted subscribers'
6 premiums and undertaken the legal obligations of a health care service plan – including
7 complying with the Mental Health Parity Act and the obligation to provide Basic Health Care
8 Services. Then, Kaiser has created and implemented a system that does not provide weekly
9 psychotherapy to its members with severe mental illnesses. In these actions, and others, Kaiser
10 has not kept its subscribers interests equal to its own and unreasonably withheld weekly
11 psychotherapy services from its members.

12 37. Plaintiff and the proposed class members ("Plaintiffs") are informed and believe
13 and thereon allege that Kaiser and Does 1-100, inclusive, have breached their duties of good faith
14 and fair dealing owed to plaintiffs by other acts or omissions of which plaintiffs are presently
15 unaware and which will be shown according to proof at the time of trial.

16 38. As a proximate result of the aforementioned unreasonable and bad faith conduct of
17 defendants, plaintiffs have suffered, and will continue to suffer in the future, damages under the
18 plan contract, plus interest, and other economic and consequential damages, for a total amount to
19 be shown at the time of trial.

20 39. As a further proximate result of the unreasonable and bad faith conduct of
21 defendants as alleged in this cause of action, plaintiffs were compelled to retain legal counsel and
22 expend costs in an effort to obtain the benefits due under the plan contract. Therefore, defendants
23 as alleged in this cause of action are liable to plaintiffs for those attorneys' fees and litigation
24 costs reasonably necessary and incurred by plaintiffs in order to obtain the plan benefits in a sum
25 to be determined at trial.

26 40. Defendants' conduct described herein was intended by the defendants to cause
27 injury to plaintiff or was despicable conduct carried on by the defendants with a willful and
28 conscious disregard of the rights of plaintiffs, or subjected plaintiffs to cruel and unjust hardship

1 in conscious disregard of plaintiffs' rights, or was an intentional misrepresentation, deceit, or
2 concealment of a material fact known to the defendants with the intention to deprive plaintiffs of
3 property, legal rights or to otherwise cause injury, such as to constitute malice, oppression or
4 fraud under California Civil Code section 3294, thereby entitling plaintiffs to punitive damages in
5 an amount appropriate to punish or set an example of defendants.

6 41. Defendants' conduct described herein was undertaken by the corporate defendants'
7 officers or managing agents, identified herein as DOES 1 through 100, inclusive, who were
8 responsible for claims supervision and operations, underwriting, communications and/or
9 decisions. The aforementioned conduct of said managing agents and individuals was therefore
10 undertaken on behalf of the corporate defendants. Said corporate defendants further had advance
11 knowledge of the actions and conduct of said individuals whose action and conduct were ratified,
12 authorized, and approved by managing agents whose precise identities are unknown to plaintiff at
13 this time and are therefore identified and designated herein as DOES 1 through 100.

14 15 **THIRD CAUSE OF ACTION**

16 **(Breach of Contract)**

17 PLAINTIFF, ON BEHALF OF HERSELF AND OTHERS SIMILARLY SITUATED,
18 FOR A THIRD CAUSE OF ACTION AGAINST DEFENDANTS, AND EACH OF THEM
19 ALLEGES:

20 42. Plaintiffs incorporate by reference each and every paragraph above as though set
21 forth in full in this cause of action.

22 43. Defendant Kaiser issued a health care plan contract to plaintiff, the material terms
23 of which include, without limitation, that plaintiff was to have timely access to medically
24 necessary treatment for her severe mental illness.

25 44. Kaiser breached its contractual duties owed to plaintiff by failing to provide her
26 with timely access to treatment for her severe mental illness.

27 45. Plaintiffs are informed and believe and thereon allege that Kaiser and Does 1-50,
28 inclusive, have breached their contractual duties owed to plaintiffs by other acts or omissions of

1 which plaintiffs are presently unaware and which will be shown according to proof at the time of
2 trial.

3 46. As a proximate result of the aforementioned unreasonable and bad faith conduct of
4 defendants, plaintiffs have suffered, and will continue to suffer in the future, damages under the
5 plan contract, plus interest, and other economic and consequential damages, for a total amount to
6 be shown at the time of trial.

7
8 WHEREFORE, plaintiff prays for judgment against Defendants, and each of them as follows:

9
10 AS TO THE FIRST CAUSE OF ACTION:

- 11
12 1. Certifying this case and these claims for class treatment, with the class defined as
13 set forth in this complaint;
14 2. Designating D.E. as representative for the class;
15 3. Designating the Law Offices of Scott C. Glovsky as counsel for the class;
16 4. For injunctive relief and restitution;
17 5. For attorneys' fees pursuant to Code of Civil Procedure section 1021.5;
18 6. For costs of suit incurred herein; and
19 7. For such other and proper relief as the Court deems just and proper.

20
21 AS TO THE SECOND CAUSE OF ACTION:

- 22 8. Certifying this case and these claims for class treatment, with the class defined as
23 set forth in this complaint;
24 9. Designating D.E. as representative for the class;
25 10. Designating the Law Offices of Scott C. Glovsky as counsel for the class;
26 11. For special and general damages according to proof at the time of trial including
27 attorneys' fees;
28 12. For costs of suit incurred herein; and

1 13. For such other and further relief as the Court deems just and proper.

2
3 AS TO THE THIRD CAUSE OF ACTION:

- 4 14. Certifying this case and these claims for class treatment, with the class defined as
5 set forth in this complaint;
6 15. Designating D.E. as representative for the class;
7 16. Designating the Law Offices of Scott C. Glovsky as counsel for the class;
8 17. For special and general damages according to proof at the time of trial;
9 18. For costs of suit incurred herein; and
10 19. For such other and further relief as the Court deems just and proper.

11
12
13 Dated: October 7, 2013

LAW OFFICES OF SCOTT C. GLOVSKY, APC

14
15 By: 

SCOTT C. GLOVSKY
ARI DYBNIS
Attorney for Plaintiff

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial by jury.

Dated: October 7, 2013

LAW OFFICES OF SCOTT C. GLOVSKY, APC

By: 

SCOTT C. GLOVSKY
ARI DYBNIS
Attorney for Plaintiff

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Department of Psychiatry Low Cost Clinics in the Community

Updated 5/11

Clinic	Phone number	Location
Airport Marina Counseling Service	(310) 670-1410	LAX
Assistance League Family Services	(323) 469-5893	Hollywood
Center for Individual & Family Counseling	(818) 761-2227	North Hollywood
Department of Mental Health	(800) 854-7771	various
Didi Hirsch Mental Health Center	(323) 778-9593	various
• Gay & Lesbian Mental Health Services	(323) 993-7640	Hollywood
Families In New Directions	(323) 296-3781	Windsor Hills
Family Services	(818) 845-7671	Burbank
Foothill Family Services	(866) 304-4337	Pasadena
Fuller Psychological & Family Services	(626) 584-5555	Pasadena
Hollywood Mental Health Center	(323) 769-6100	Hollywood
Hollywood-Sunset Free Clinic	(323) 661-0718	Hollywood
Insight Teens & Families	(800) 599-8820	Pasadena
Jewish Family Services	(323) 761-8800	Miracle Mile
Kedren Community Mental Health	(323) 233-0425	South Downtown
La Vie Counseling Center	(626) 351-9616	Pasadena, Santa Monica
Maple Counseling Center	(310) 277-2796	Beverly Hills
Mental Health America of Los Angeles	(213) 413-1130	Westlake
NAMI Los Angeles	(323) 294-7814	various
Open Paths Counseling Center	(310) 398-7877	Culver City
Pacific Asian Counseling Resources	(310) 337-1550	Inglewood, Van Nuys
Pasadena Mental Health Center	(626) 798-0907	Pasadena
Saban Free Clinic	(323) 653-1990	various
Santa Anita Family Service	(626) 359-9358	Monrovia, Covina
Saturday Center for Psychotherapy	(310) 829-7997	Santa Monica
• Southern California Counseling Center	(323) 937-1344	Mid-city
Sunrise Community Counseling Center	(213) 207-2770	Westlake
Valley Community Clinic	(818) 763-2084	San Fernando Valley
West Central Family Mental Health Services	(323) 298-3680	Windsor Hills
Westwood Counseling Center	(310) 208-3120	Westwood
Wright Institute	(310) 277-2796	Century City
LA CARE	800-854-7771	
Los Angeles County Services	211	

310 668 3207

662

RA

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Scott C. Glovsky, Bar No. 170477 The Law Offices of Scott C. Glovsky 100 East Corson Street Suite 200 Pasadena, CA 91103 TELEPHONE NO.: (626) 243-5598 FAX NO.: (466) 243-2243		FOR COURT USE ONLY FILED SUPERIOR COURT OF CALIFORNIA COUNTY OF LOS ANGELES OCT 07 2013 JONAS A. JOHNSON, CLERK BY L. JOHNSON, DEPUTY	
ATTORNEY FOR (Name): Plaintiff D.E.			
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles STREET ADDRESS: 111 N. Hill Street MAILING ADDRESS: 111 N. Hill Street CITY AND ZIP CODE: Los Angeles, 90012 BRANCH NAME: Stanley Mosk			
CASE NAME: Eagle v. Kaiser Foundation Health Plan, Inc.			
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) <input type="checkbox"/> Limited (Amount demanded is \$25,000 or less)		Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	CASE NUMBER: BC 523617 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:

Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort <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) Non-PI/PD/WD (Other) Tort <input checked="" 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) Employment <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	Contract <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input checked="" type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <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)	Provisionally Complex Civil Litigation (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) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <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 b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve c. <input type="checkbox"/> Substantial amount of documentary evidence	d. <input type="checkbox"/> Large number of witnesses 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 f. <input type="checkbox"/> Substantial postjudgment judicial supervision
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3. Remedies sought (check all that apply): a. ☒ monetary b. ☒ nonmonetary; declaratory or injunctive relief c. ☒ punitive


4. Number of causes of action (specify): Three (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: 10/7/13

Scott C. Glovsky, Bar No. 170477
 (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

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

CM-010

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you must complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check one box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the primary cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

Auto Tort

Auto (22)—Personal Injury/Property Damage/Wrongful Death
Uninsured Motorist (46) (if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)
Asbestos Property Damage
Asbestos Personal Injury/Wrongful Death
Product Liability (not asbestos or toxic/environmental) (24)
Medical Malpractice (45)
Medical Malpractice—Physicians & Surgeons
Other Professional Health Care Malpractice
Other PI/PD/WD (23)
Premises Liability (e.g., slip and fall)
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
Intentional Infliction of Emotional Distress
Negligent Infliction of Emotional Distress
Other PI/PD/WD

Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)
Civil Rights (e.g., discrimination, false arrest) (not civil harassment) (08)
Defamation (e.g., slander, libel) (13)
Fraud (16)
Intellectual Property (19)
Professional Negligence (25)
Legal Malpractice
Other Professional Malpractice (not medical or legal)
Other Non-PI/PD/WD Tort (35)
Employment
Wrongful Termination (36)
Other Employment (15)

Contract

Breach of Contract/Warranty (06)
Breach of Rental/Lease
Contract (not unlawful detainer or wrongful eviction)
Contract/Warranty Breach—Seller Plaintiff (not fraud or negligence)
Negligent Breach of Contract/Warranty
Other Breach of Contract/Warranty
Collections (e.g., money owed, open book accounts) (09)
Collection Case—Seller Plaintiff
Other Promissory Note/Collections Case
Insurance Coverage (not provisionally complex) (18)
Auto Subrogation
Other Coverage
Other Contract (37)
Contractual Fraud
Other Contract Dispute

Real Property

Eminent Domain/Inverse Condemnation (14)
Wrongful Eviction (33)
Other Real Property (e.g., quiet title) (26)
Writ of Possession of Real Property
Mortgage Foreclosure
Quiet Title
Other Real Property (not eminent domain, landlord/tenant, or foreclosure)

Unlawful Detainer

Commercial (31)
Residential (32)
Drugs (38) (if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential)

Judicial Review

Asset Forfeiture (05)
Petition Re: Arbitration Award (11)
Writ of Mandate (02)
Writ—Administrative Mandamus
Writ—Mandamus on Limited Court Case Matter
Writ—Other Limited Court Case Review
Other Judicial Review (39)
Review of Health Officer Order
Notice of Appeal—Labor Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

Antitrust/Trade Regulation (03)
Construction Defect (10)
Claims Involving Mass Tort (40)
Securities Litigation (28)
Environmental/Toxic Tort (30)
Insurance Coverage Claims (arising from provisionally complex case type listed above) (41)

Enforcement of Judgment

Enforcement of Judgment (20)
Abstract of Judgment (Out of County)
Confession of Judgment (non-domestic relations)
Sister State Judgment
Administrative Agency Award (not unpaid taxes)
Petition/Certification of Entry of Judgment on Unpaid Taxes
Other Enforcement of Judgment Case

Miscellaneous Civil Complaint

RICO (27)
Other Complaint (not specified above) (42)
Declaratory Relief Only
Injunctive Relief Only (non-harassment)
Mechanics Lien
Other Commercial Complaint Case (non-tort/non-complex)
Other Civil Complaint (non-tort/non-complex)

Miscellaneous Civil Petition

Partnership and Corporate Governance (21)
Other Petition (not specified above) (43)
Civil Harassment
Workplace Violence
Elder/Dependent Adult Abuse
Election Contest
Petition for Name Change
Petition for Relief from Late Claim
Other Civil Petition

SHORT TITLE:

D.E. v. Kaiser Health Plan, Inc.

CASE NUMBER

BC 523 617

**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 ☐ 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.
2. May be filed in central (other county, or no bodily injury/property damage).
3. Location where cause of action arose.
4. Location where bodily injury, death or damage occurred.
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

Step 4: Fill in the information requested on page 4 in Item III; complete Item IV. Sign the declaration.

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C 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 (46)	<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) <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. 1., 4. 1., 3. 1., 4.

SHORT TITLE: <u>D.E. v. Kaiser Health Plan, Inc.</u>	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
Non-Personal Injury/ Property Damage/ Wrongful Death Tort	Business Tort (07)	<input checked="" 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 (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	2., 3.
Employment	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.
Contract	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 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	2., 5., 6. 2., 5.
	Insurance Coverage (18)	<input checked="" 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.
Real Property	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"/> A6018 Mortgage Foreclosure <input type="checkbox"/> A6032 Quiet Title <input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2., 6. 2., 6. 2., 6.
Unlawful Detainer	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:

DE. v. Kaiser Health Plan, Inc

CASE NUMBER

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., 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., 9. 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 <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., 4., 8. 2., 9.

10/01/2013

SHORT TITLE: <u>D.E. v. Kaiser Health Plan, Inc.</u>	CASE NUMBER
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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.

<p>REASON: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected for this case.</p> <p><input checked="" 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 checked="" type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10.</p>	<p>ADDRESS:</p> <p><u>100 East Larson St 200</u> <u>Pasadena</u></p>
<p>CITY: <u>Pasadena</u></p>	<p>STATE: <u>CA</u></p>
<p>ZIP CODE: <u>91103</u></p>	

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

Dated: 10/7/13

(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.