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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES

OCT 16 2013

John A. Clarke, Executive Officer/Clerk
BY Cristina Grijalva Deputy
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D20 Kevin C. Brazile

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – CENTRAL DISTRICT

LAIMA BALTRENAS, an individual, Plaintiff, vs. KAISER FOUNDATION HOSPITALS, a California Corporation, DENNIS S. LONG, an individual, and DOES 1 to 30, inclusive, Defendants.	Case No.: BC524564 COMPLAINT FOR: 1. BREACH OF IMPLIED CONTRACT; 2. BREACH OF IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING; 3. WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY; 4. INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS; 5. UNFAIR BUSINESS PRACTICES IN VIOLATION OF CAL. BUSINESS AND PROFESSIONS CODE §17200, et seq.; DEMAND FOR JURY TRIAL

Plaintiff, LAIMA BALTRENAS, hereby complains against Defendants and each of them for causes of action as asserted herein and alleges as follows:

THE PARTIES

1. At all pertinent times in this Complaint, Plaintiff, LAIMA BALTRENAS ("PLAINTIFF"), was a resident of the County of Los Angeles, State of California.

2. Defendants, KAISER FOUNDATION HOSPITALS and DOES 1-5, ("KAISER" or "Defendants") inclusive, are a California Corporation doing business in the State of California with its California headquarters within the county of Los Angeles.

RECEIPT #: CCH195707043
DATE PAID: 10/16/13 10:38 AM
PAYMENT: $435.00
RECEIVED:
CHECK: $0.00
CASH: $0.00
CHARGE $0.00
CARD: $435.00
310
CIT/CASE: BC524564
LEA/DEF#:

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3. Defendant, DENNIS S. LONG, and DOES 6-10, inclusive and each of them, hereinafter referred to as "LONG" is, and at all relevant times, was an employee of KAISER and, more specifically, Manager in the Core Finance Systems ASM Business Infrastructure.

4. The true names and capacities, whether individual, corporate, associate, or otherwise, of Does 1-30, are unknown to PLAINTIFF, who therefore sues the DOE Defendants by fictitious names. PLAINTIFF will amend this Complaint to show their true names and capacities when they have been ascertained, or according to proof at the time of trial. PLAINTIFF is informed and believes, and on that basis alleges, that each of the Defendants designated herein as a DOE was, in some manner, responsible for the acts, omissions, occurrences and injuries alleged herein.

5. PLAINTIFF is informed and believes, and thereon alleges, that at all times herein mentioned, each of the Defendants herein was the agent, alter-ego, servant, co-conspirator, partner, representative or employee of each of the other remaining Defendants and in doing things hereinafter alleged was working within the course and scope of their agency, alter-ego, partnership, conspiracy, partnership, employment or representation with the knowledge, notification, authorization and consent of each of the other Defendants.

6. PLAINTIFF is informed and believes, and thereon alleges, that Defendants are each liable for the acts and omissions of the others as alleged in this complaint, each of them being in effect the "alter ego" of the other. PLAINTIFF is informed and believes and on that basis alleges that recognition of the privilege of separate existence would promote injustice because each of such Defendants in bad faith dominated and controlled each of the other Defendants as follows; each failed to maintain adequate business records, minutes or corporate records in a conspiracy to defraud PLAINTIFF; each failed to manage and administer labor and services from the other in a conspiracy to defraud PLAINTIFF; and each contracted with and defrauded Plaintiff with the intent to avoid performance of corporate and legal duties owed to PLAINTIFF to avoid personal and separate liability.

7. PLAINTIFF is informed and believes, and thereupon alleges that the Defendants, DOES 1-30, inclusive and each of them, were working, associating, assisting, representing, conspiring

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and otherwise engaging with Defendants KAISER and DOES 1-30, inclusive, and each of them, agreed to and did engage in a common plan or design to commit the tortious acts set forth herein such that each of said Defendants are in some way liable or responsible to PLAINTIFF on the facts hereinafter alleged and caused injuries and damages proximately thereby or committed acts that are grounds for equitable relief as hereinafter alleged.

8. The acts and omissions alleged herein were performed by management level employees of KAISER and said acts were committed, authorized, encouraged or ratified by managerial employees of KAISER so as to render said entity liable for punitive damages as alleged herein.

9. Taken in context, the acts of Defendants were despicable and conducted with a conscious disregard of PLAINTIFF's rights and with oppression and malice, so as to justify an imposition of punitive damages in an amount to be shown according to proof at trial as alleged herein.

FACTS COMMON TO THIS LAWSUIT

10. On February 9, 1985 KAISER hired PLAINTIFF as a full-time Lead Programmer Analyst in the Information Technology Department. PLAINTIFF started her employment with KAISER on March 4, 1985 at the age of 39 years old. In this job capacity, PLAINTIFF was paid salary and subject to the policies and procedures instituted by KAISER. As such, PLAINTIFF underwent routine and numerous performance reviews during her employment with KAISER.

11. In 1986, KAISER presented PLAINTIFF with an Outstanding Employee Award for the implementation of a new automated on-line Fixed Assets Financial Accounting System which is still being utilized today when the average lifespan of a computer application such as this is seven to eight years. Coupled with this merit award was a financial award. This was PLAINTIFF's first merit award in her 26 year 7 month tenure with KAISER. Thereafter, during her tenure, KAISER awarded PLAINTIFF with numerous merit and financial awards including but not limited to the following:

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(a.) May 27, 1998: 1997 Awards and Recognition – National Facilities Services Gold Star Certificate of Recognition for helping with commitment question for Main Loan Fund A0012;

(b.) May 27, 1998: 1997 Awards and Recognition – National Facilities Services Gold Star Certificate of Recognition for assistance with Project 8384;

(c.) July 15, 1998: Awards and Recognition – National Facilities Services (Inland Empire) Gold Star Certificate of Recognition for consistently helping with Data Design Associates ("DDA") application and Financial Materials Management ("FIMM") application problems;

(d.) July 15, 1998: Awards and Recognition – National Facilities Services (Inland Empire) Gold Star Certificate of Recognition for resolving open commitments in a timely manner;

(e.) April 4, 2000: Awards and Recognition – National Facilities Services Management Gold Star Certificate of Recognition for exemplary performance for your wonderful assistance in revamping the Construction Services Procurement Card process with $50.00 prize;

(f.) December 26, 2000: Awards and Recognition – National Facilities Services Management Gold Star Certificate of Recognition for exemplary performance for your support to the Inland Empire Team with a $25.00 prize;

(g.) July 13, 2001: Awards and Recognition – National Facilities Services Gold Star Certificate of Recognition for assisting Metro Los Angeles in Project "Scrubbing" ($5 Million in Work Orders!);

(h.) October 17, 2011: KP-IT SPOT BONUS: KP-IT Rewards and Recognition Policy/Cash Bonuses Policy Award Recipient: PLAINTIFF awarded a merit bonus of $999.99

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for her "dedication and excellent work," which contributed to the Capital projects and Construction Payroll systems implementation installed in Northern California "considering the 100+ overtime hours expended and the many weekends" given up in support of the Project which was "not an easy task."

(i.) February 18, 2004: Awards and Recognition – National Facilities Services Gold Star Certificate of Recognition for adding new fields to Project Tracking Application ("PTA")/DDA Expenditure file;

(j.) February 18, 2004: Awards and Recognition – National Facilities Services Gold Star Certificate of Recognition for adding new fields to PTA/DDA Commitment file;

(k.) February 18, 2004: Awards and Recognition – National Facilities Services Gold Star Certificate of Recognition for having a CAN-DO "WILL-DO" attitude;

(l.) February 18, 2004: Awards and Recognition – National Facilities Services Gold Star Certificate of Recognition for always consistently delivering results in a timely fashion;

(m.) February 18, 2004: Awards and Recognition – National Facilities Services Gold Star Certificate of Recognition for assistance in enhancing the PTA/DDA interface;

(n.) December 7, 2005: Awards and Recognition – National Facilities Services Gold Star Certificate of Recognition for being consistently reliable and showing a big commitment to team effort;

(o.) December 15, 2005: Awards and Recognition – National Facilities Services Management Gold Star Certificate of Recognition for exemplary performance in providing top notch CUSTOMER SERVICE AND SUPPORT to Kaiser Construction Services ("KCS") with $100.00 prize;

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(p.) December 19, 2005: Awards and Recognition – National Facilities Services Management Gold Star Certificate of Recognition for exemplary performance for demonstrating extraordinary customer support to Construction Administration in special reporting and programming with $150.00 prize;

(q.) March 24, 2009: Commendation from Jim Marro, Assoicate Director, National Facilities Servicers Finance to Dave R. Brown with cc to LONG calling PLAINTIFF "A Valued Asset" and "a great asset to Kaiser." Furthermore, Jim Marro stated, in pertinent part, "Though I never met Laima in person, I have been one of the many beneficiaries of her work. Laima's knowledge of Kaiser Permanente ("KP") systems is encyclopedic, and that alone would make her a valued asset. Laima takes that knowledge so much further. Her customer service is unequaled. Her dedication and responsiveness to her clients is nothing short of legendary. The speed of her typical turn-around for any task is amazing. Laima has a passion for putting her knowledge and skills at the service of her clients to achieve the highest and best use of Kaiser's systems. Whether it is a reporting challenge or a complex interface, Laima is reliably there with a creative and practical solution."

(r.) October 2, 2009 from Carl Eberling, Sr. VP BI BIO: Kaiser Permanente Certificate of Appreciation for outstanding performance and lasting contribution to the BI BIO TEAM!

(s.) January 14, 2010: Sarbanes Oxley Compliance Policy ("SOX") Appreciation/Award Luncheon for PLAINTIFF and about twelve others who accomplished excellence in SOX compliance. Vice President, Steve Stock, attended from Oakland, California.

(t.) February 7, 2011: Kaiser Permanente KP-IT Rewards & Recognition "Caught in the Act" Individual Contributor Award for Your Exemplary Performance presented by Keith Holmdahl, Program & Product Manager, with a $200 prize. Holmdahl had traveled from

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Oakland, at least in part, to present this award to PLAINTIFF. LONG was in attendance for this presentation.

(u.) February 16, 2011: "Cheers for Peers" (C4P) Award dated January 27, 2011 presented to PLAINTIFF for being a "Problem Solver" by Tim Vaio, Vice President, OneLink Program Executive with a $100 prize.

12. KAISER awarded PLAINTIFF with 26 annual merit pay increases during her tenure, the last of which was awarded in April, 2011. Between 1985 and 2010, PLAINTIFF received "outstanding" or "very good" annual performance reviews from KAISER.

13. From 2007 through the end of 2010, PLAINTIFF worked in the Core Finance Systems department for LONG.

14. On or about January 28, 2010, PLAINTIFF was called by LONG into his office wherein he initiated a conversation on religious beliefs. PLAINTIFF became very uncomfortable with this conversation because LONG held very different beliefs than PLAINTIFF. PLAINTIFF made it known to LONG that she disagreed with his beliefs. Thereafter, LONG engaged in unprofessional, rude, arbitrary, unreasonable, wrongful, and outrageous conduct toward PLAINTIFF, including but not limited to the following: (a) LONG dismissed PLAINTIFF's comments; (b) LONG ignored PLAINTIFF; (c) LONG would not speak to PLAINTIFF outside of meetings, but, instead, would have others speak to her for him; (d) LONG spoke over PLAINTIFF at meetings; (e) LONG was curt with PLAINTIFF (f) LONG negatively reviewed PLAINTIFF's conduct, communication skills, performance, and compliance with KAISER policy.

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15. On or about March 23, 2010, KAISER sent PLAINTIFF a letter congratulating and thanking her for her 25 years of service, dedication and commitment. With that, she was presented with a Certificate of Recognition for her 25 years of loyal and dedicated service.

16. On or about June 30, 2010, Keith Holmdahl requested PLAINTIFF to evaluate her supervisor, LONG, and submit a "360° Evaluation/Appraisal" form. This KAISER form required PLAINTIFF to disclose any criticisms she had of LONG. PLAINTIFF disclosed her opinion that LONG conveyed extreme favoritism toward his fellow Chinese staff in detriment to KAISER since these particular employees spoke and wrote English as a second language and were deficient. PLAINTIFF disclosed that LONG rated their communication skills as excellent when that was false. PLAINTIFF's 360° Evaluation of LONG was used by KAISER on his mid-year review causing LONG to become aware of PLAINTIFF's criticism.

17. On or about January 19, 2011, LONG and KAISER moved, "matrixed" or otherwise "loaned" PLAINTIFF to a different department under a new manager to work on the Medicare Information Billing System Project ("MIBS"). PLAINTIFF's job title at this time was Senior Programmer Analyst. LONG was not PLAINTIFF's direct manager during this time but maintained Administrative Rights over her since he was the one who loaned her out from his Core Finance Systems department to the Medicare Information Billing System Department. For this project, PLAINTIFF's first manager was Shanta Cherla Upadhyay until she resigned on or about May 13, 2011 and then Venkata X. Atluru until suspended and terminated. PLAINTIFF worked successfully for both managers during this period until PLAINTIFF was suspended. PLAINTIFF's co-worker during this period was Suresh Babu Muthuswamy, with whom she had an excellent rapport and working relationship. KAISER deemed PLAINTIFF's work so good that it expanded her job duties to include responsibility for the Revenue Assessment Tracking

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System ("RATS"), an extremely complex application. In contravention of KAISER policy, LONG continued to evaluate PLAINTIFF's work performance and prepare Performance Reviews throughout 2011. Plaintiff is informed and believes, and thereon alleges that during 2011 in evaluating PLAINTIFF and preparing the Performance Reviews LONG intentionally ignored and suppressed the performance evaluations of her direct supervisors in the Medicare Information Billing System Department and thereby issued false evaluations. From the time LONG and KAISER moved PLAINTIFF to the MIBS Department in 2011, PLAINTIFF only had contact with LONG at infrequent call-in staff meetings, semi-annual appraisal meetings and unscheduled, unplanned staff meetings and meetings on her work performance. PLAINTIFF had no other interaction with LONG in 2011, because PLAINTIFF worked at a different job site.

18. On or about February 1, 2011, PLAINTIFF is informed and believes and thereon alleges that LONG had a substantial impact on the termination of PLAINTIFF's former direct supervisor, David Brown, (over 65 years old) without severance and with no prior warning for "supposed" violations of KAISER's Sarbanes Oxley policy (commonly known as "SOX").

19. On or about February 7, 2011, LONG completed and issued a 2010 performance review on PLAINTIFF. In that review, LONG criticized PLAINTIFF for a non-compliant change in the Request for Change ("RFC") Remedy software, compliance process, for failing to utilize "Incidents" to initiate fixes to subsystems feeding Capital Projects System ("CPS"), for not working effectively as part of a team, for not sharing more programming and test work with her teammates, for handing over development work to team members who are not as competent, for not viewing contractors assigned to work systems as part of the team. This review was handed to PLAINTIFF at a meeting with LONG on February 27, 2011.

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20. On May 4, 2011, Steve Stock, Senior Vice President Finance Portfolio, held an informal meeting with PLAINTIFF, LONG, Angela Shih, Peter Lee, John Transue, and Srinivasulu Ganji. It was understood that there was no agenda for this meeting and any attendee could discuss any topic or ask any question. This meeting was scheduled for one hour but ended early. On this day, the Covansys team (contractors from India) was notified about the switch to managed services by Tata Consulting Services ("TCS") – another contracting firm in India - and co-worker Revathi Baala left KAISER that day to move to India – a major reorganization in LONG's Core Finance Systems. These radical staff changes caused discussion by the attendees at this meeting. Thereafter, on June 20, 2011, LONG issued a written warning to PLAINTIFF stating that she was argumentative and disruptive at this meeting, which occurred 47 days before. PLAINTIFF was shocked when she received this warning.

21. On June 21, 2011, in addition to the warning about PLAINTIFF's conduct at the May 4, 2011 meeting, LONG issued additional written warnings about PLAINTIFF's delaying access to necessary tools required by her team, repeatedly taking Personal Time Off ("PTO") without notification and approval by LONG, improperly copying an email to one manager but charged with copying "inappropriate personnel and levels of management," and her refusal to follow KAISER's Sarbanes Oxley ("SOX") policy ("In February, 2011 you indicated you could not follow established SOX policy and do your job" without ever identifying any such violation.) In this Written Warning, LONG and KAISER advised PLAINTIFF that she had to comply within the next 30 days or face disciplinary action. PLAINTIFF disagreed with all of the alleged violations outlined in the Written Warning and refused to sign it. LONG and KAISER did not perform any other investigation or analysis of these allegations. Neither LONG nor KAISER found any incident of SOX violations by PLAINTIFF during this 30 day period.

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22. On or about June 20, 2011 PLAINTIFF prepared and submitted to KAISER management a "Rebuttal to the 'Written Warning – Disruptive Behavior" issued by LONG. On June 22, 2011, PLAINTIFF requested to LONG that he remove "false charges 2 and 3 from the 'Written Warning' memorandum" and enclosed documentation supporting her request.

23. On June 21, 2011, PLAINTIFF sent to KAISER's Human Resources Department a description of an event that occurred with a supervisor wherein PLAINTIFF was harassed due to her ethnicity and religion. KAISER neither investigated nor responded to this complaint.

24. On June 24, 2011, PLAINTIFF submitted to KAISER her mid-year Self Assessment Performance Review wherein PLAINTIFF stated that she successfully performed her job duties, tasks, responsibilities, objectives, and goals.

25. During the year 2011, KAISER experienced substantial turnover in its MIBS Department due to resignations, death, terminations, and lay-offs. The major reorganization on June 27, 2011 stripped LONG of his staff, which was returned to him three weeks later.

26. On July 13, 2011, Keith Holmdahl sponsored a special "Thank You" luncheon for the Financial Systems staff to which PLAINTIFF was invited.

27. On August 3, 2011, at a meeting with LONG and Keith Holmdahl, LONG presented her with the 2011 Mid-Year Performance Review in which LONG rated her performance unsatisfactory in the following areas: (a) Personal Development Plan; Compliance Training; Maintenance of SOX and Changeman effectiveness; (b) Champions Innovation and Change; (c) Collaborates; (d) Communicates Effectively; (e) Develops Self/Others; (f) Drives for Results; (g) and (h) Behaviors. With regard to the SOX category, LONG stated the following about PLAINTIFF's 2011 job performance: "Laima needs to incorporate SOX and Change management training into her development plan to find ways to make SOX an integral part of her

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daily work, as she has indicated in the past that she cannot abide with SOX compliance procedures in her work. If she is not able to comply with SOX procedures, it will severely limit the work that can be assigned to her." Here, LONG never mentioned possible termination but just a "limitation" in her assignments. Furthermore, LONG did not identify any specific SOX violations but just referenced an alleged comment by PLAINTIFF that she could not comply with SOX requirements. There was no basis for this Mid-Year 2011 SOX performance review.

28. On August 3, 2011, PLAINTIFF prepared and submitted an "Addendum" to the 2011 Mid Year Performance Review that she requested be attached to that performance review. In that "Addendum" she notified LONG and KAISER in writing of the 2010 religious conversation LONG initiated with her and stated to KAISER her devout religious beliefs, indicating the offensive nature of LONG's communication with her that day. PLAINTIFF provided this writing to KAISER to explain why LONG made unreasonable, unwarranted and unjustified comments about her in that 2011 Mid Year Performance Review.

29. On August 5, 2011, after KAISER Human Resources Department would not attach the "Addendum" to the 2011 Mid Year Performance Review, PLAINTIFF requested that Daniel Garcia, KAISER's National Compliance Officer, review her response and her complaint about LONG. In this communication, PLAINTIFF asserts that LONG uses spurious 2010 charges against her in 2011, a violation of KAISER policy; that LONG is motivated by religious prejudice against her; that no SOX violations have occurred in 2011; that LONG is taking out his hostility toward her on the 2011 Mid Year Performance Review.

30. From on or about August 12, 2011 through September 6, 2011, LONG is out on a medical leave of absence.

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31. On August 15, 2011, PLAINTIFF meets with Theresa Phillips, an Investigation Specialist in the Human Resources Department. PLAINTIFF discusses her complaints against LONG and requests her record be cleared of the spurious charges, correcting of the performance review, and a written letter of apology from LONG. None of these items was ever performed by KAISER.

32. On August 17, 2011, Theresa Phillips wrote a memo to PLAINTIFF stating that she opened and will conduct an investigation into the charges PLAINTIFF raised against LONG. Phillips notified PLAINTIFF that if any information or details concerning the issues or factual allegations needed to be changed, modified or supplemented or if PLAINTIFF had any other concerns, that PLAINTIFF should notify her immediately. That day, PLAINTIFF sent to Phillips a written response to that memo outlining additional facts to support her charges of LONG's hostility and unprofessionalism with regard to how he treated her at the workplace and with regard to the 2011 Mid-Year Performance Review. Phillips engaged in this investigation until she notified PLAINTIFF in a December 14, 2011 memo that she never mailed or provided to PLAINTIFF that she could not substantiate PLANITFF's allegations of retaliation.

33. On August 18, 2011, PLAINTIFF sent to KAISER's Human Resources Department correspondence entitled "Legal Case Against Manager Dennis Long." In that document, she outlined his poor judgment, retaliation against her, abuse of power, deceitful unprofessional behavior, spurious charges against an employee outside his sphere of influence, poor managerial skills, failure to communicate, unfair Year 2011 Performance Reviews, and dishonorable behavior. At no time thereafter is there an effort to minimize the conflict that has arisen between LONG and PLAINTIFF. Instead, KAISER allowed this conflict to escalate demonstrated by LONG's wrongful, malicious and oppressive efforts of October, 2011 to terminate PLAINTIFF.

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34. While LONG was on medical leave commencing on or about August 12, 2011, Jim Stevens, a KAISER Director and also LONG's immediate supervisor, on or about August 29, 2011 contacted PLAINTIFF asking her to work on the ePROCUREMENT-Hawaii ("ePRO-Hawaii") Project and PLAINTIFF initially declined the offer. On or about August 31, 2011, Jim Stevens emailed PLAINTIFF again requesting that she work on the ePRO Hawaii Project and PLAINTIFF accepted. At or around this time, PLAINTIFF was informed that the deadline for completion of the ePRO-Hawaii Project was January 1, 2012. On September 1, 2011, PLAINTIFF was assigned a NIKU Time Reporting task for the ePRO-Hawaii Project. On or about September 8, 2011, PLAINTIFF's direct supervisor in the MIBS Department, Venkata X. Atluru, contacted PLAINTIFF and told her that he had approved PLAINTIFF to work up to 6 hours per week on the ePRO-Hawaii Project. Thereafter, PLAINTIFF commenced working on said project. Here, PLAINTIFF's work encompassed (a) Mock-up Test Data (generating "test development" Hawaii Invoices using old Northern California Region test data as a base and modifying the Region Code and the General Ledger Account code); (b) Report simulations utilizing Mock-up Data (creating "test development" reports using existing Capital Projects System software); (c) Discussions with Hawaii's Debbie Kurahara- Business Application Owner (BAO) who rejected the preliminary template derived from manually keyed project data (a straw-man) with a solid justification: the Project Tracking Application (PTA) project-prefix should NOT be carried over to the ONELINK/People Soft environment.

On September 19, 2011, PLAINTIFF, Director Jim Stevens and others met and discussed the ePRO-Hawaii Project. During this meeting PLAINTIFF advised everyone about what she was working on, her progress and conveyed her next steps on the project. On or about September 29,

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2011, Debbie Kurahari in Hawaii contacted PLAINTIFF to advise her that the PTA system had a Main Loan Fund Indicator for her Projects which meant that the e-PRO-Hawaii Project was authorized and that PLAINTIFF was authorized to work on this project. During this time, all work on the ePRO-Hawaii Project was developmental. No work product was ever released to other KAISER Departments. PLAINTIFF's work encompassed the design of the system and testing her design. In order to do so, she designed templates and test data and tested her design by incorporating fake or "dummied up" data. On October 6, 2011, PLAINTIFF presented her prototypes to a meeting attended by LONG, Director Jim Stevens, and others. In doing so, she advised the attendees that she was using fake data to do her testing. No one at the meeting, even other programmers, ever questioned her use of the data. Prior to this meeting, PLAINTIFF believed that Director Jim Stevens and Debbie Kurahari knew that she was creating prototypes and using fake data to test them. However, soon thereafter, unbeknownst to PLAINTIFF, LONG initiated a complaint against PLAINTIFF for alleged SOX violations for the use of that data in her prototypes that she demonstrated at this meeting. Thereafter, LONG moved the charges forward against PLAINTIFF by taking them to the necessary personnel to prove a further investigation into these alleged violations was warranted.

35. On October 13, 2011, at a meeting with LONG and Rocky Keel, they notified PLAINTIFF that KAISER placed PLANITFF on Administrative Leave pending investigation of potential SOX compliance violations. This suspension occurred while KAISER's investigation into PLAINTIFF's charges against LONG was open with a promise of "no retaliation". They advised PLAINTIFF that it placed her on this leave of absence with pay until no later than October 25, 2011. They explained the reason for the Administrative Leave being that it "discovered that you may have performed programming and testing for the CPS system without

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obtaining either BAO/BAOD approval to start work and have conducted testing without an approved test plan." PLAINTIFF was also advised that the alleged violations were "serious and can result in disciplinary action up to and including termination of employment." LONG and KAISER never conveyed to PLAINTIFF the specific allegations of SOX compliance violations. Immediately after she was given this notice, they forced her to return her identification badge, her computer and parking card and had security personnel escort her off the premises.

36. From October 6, 2011 through October 27, 2011, LONG was instrumental in moving the alleged SOX violations charges against PLAINTIFF through KAISER's disciplinary process. During this period, PLAINTIFF was never contacted or allowed to offer a defense to these charges. During LONG's employment with KAISER he committed several SOX violations which he never reported to anyone nor ever was investigated or penalized for committing.

37. On October 27, 2011, LONG wrote a Confidential Memorandum to PLAINTIFF notifying her that her employment was being terminated due to two SOX violations. PLAINTIFF received this Memorandum on November 4, 2011. In it, LONG describes the two SOX violations PLAINTIFF committed. PLAINTIFF vehemently denies that the described conduct were SOX violations because she did not develop any software before authorization was given to her to begin work; because she did not test any software before approval to test was granted. KAISER could not name the specific instance of the violations or the software that was allegedly tested and developed. PLAINTIFF did nothing that she was not authorized to do. At the time of her termination, PLAINTIFF was 66 years old.

38. On October 31, 2011, KAISER terminated PLAINTIFF from its Group sponsored Health Plan.

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39. On November 8, 2011, PLAINTIFF sent to KAISER's Human Resources Department a Rebuttal conveying to KAISER that she was fired based on false charges.

40. Because PLAINTIFF was terminated by KAISER for the alleged two SOX compliance violations she was not eligible to receive Severance Benefits, Termination Benefits that included an extension of her Health and Dental Benefits, and Transition Placement Benefits pursuant to KAISER's Severance Benefits Plan(s). On February 12, 2012, PLAINTIFF sent a letter to KAISER requesting Severance Pay and on February 29, 2012 KAISER responded advising PLAINTIFF that she was not eligible for severance benefits under any of KAISER's plans due to the circumstances of her termination.

41. At all relevant times described herein, KAISER did NOT adhere to the written policies against workplace discrimination, retaliating, and other workplace misconduct including but not limited to the following:

(a.) Equal Employment Opportunity and Affirmative Action Policy – providing "equal employment opportunity for all qualified persons, without regard to race, religion, color, national origin, ancestry, physical or mental disability, veteran status, medical condition, marital status, age, sex or sexual orientation in all employment actions.

(b) Commitment to a Harassment-Free Work Environment – prohibiting unlawful discrimination and harassment in the workplace;

(c) Equal Employment Opportunity Internal Charge Procedure – requiring the prompt investigation of employee charges, as well as the implementation of appropriate corrective action as warranted by the results of the investigation;

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(d) Non-Retaliation Policy – prohibiting retaliation against individuals for exercising their rights or reporting ethics issues and suspected violations of laws and protecting employees and other individuals who report misconduct;

(e) Principles of Responsibility established to improve employment and service of employees – improving member's health and the nation's health care; excel and innovate in our professions; respect members, patients, customer and one another; be fair and honest; and demonstrate a commitment to compliance and ethics.

JURISDICTION AND VENUE

42. This Court is the proper and this action is properly filed in the County of Los Angeles. City of Los Angeles, because Defendants' obligations and liability arise therein, because Defendants transact business within the County of Los Angeles and because PLAINTIFF performed the work at issue in this action for Defendants in County of Los Angeles.

FIRST CAUSE OF ACTION

Breach of Implied in Fact Contract

(Against Defendants, KAISER and DOES 1-5, Inclusive)

43. PLAINTIFF incorporates herein by reference each and every allegation contained in Paragraphs 1 through 42 above.

44. PLAINTIFF worked for KAISER for 26 years and seven months. During the course of PLAINTIFF's employment with KAISER, there existed an implied-in-fact employment contract between them. Pursuant to that contract, PLAINTIFF agreed to work for Defendants, and Defendants agreed to pay PLAINTIFF salary, benefits and severance. The employment contract included, but was not limited to, the following terms and conditions:

(a) KAISER paid PLAINTIFF a salary and benefits;

(b) KAISER would not evaluate PLAINTIFF's job performance or potential job performance in an arbitrary, untrue or capricious manner;

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(c) KAISER would provide PLAINTIFF with the necessary support and reasonable conditions so she could carry out her job responsibilities;

(d) PLAINTIFF would continue her employment with KAISER and always have a position with KAISER as long as she carried out her job duties in a competent and proper manner;

(e) PLAINTIFF would not be terminated without sufficient or proper notice;

(f) PLAINTIFF would be disciplined in a progressive manner and given sufficient opportunity to correct any alleged performance problems;

(g) PLAINTIFF would have a significant opportunity to present any grievances and/or explanations in her defense and to have such grievances and/or explanations thoroughly reviewed and appropriately considered before her employment could be terminated;

(h) KAISER would follow its own policies when terminating its employees;

(i) KAISER would not provide false reasons for terminating PLAINTIFF; and

(j) KAISER would not terminate PLAINTIFF's employment in violation of applicable law or its own internal policies.

45. The aforementioned employment agreement was evidenced by various written and verbal representations and expressions of policy made to PLAINTIFF by KAISER and through its agents and representatives. Such representations included: acknowledgements of PLAINTIFF's great job in her annual and mid-year reviews; continuous and consistent merit awards; continuous and consistent merit based salary increases; substantial increases in job duties, projects and responsibilities; acknowledgement of PLAINTIFF's high level of knowledge, skill, training, experience and education as a Senior Programmer Analyst; acknowledgement of PLAINTIFF's exemplary efficacy, expediency and accuracy; continuing to give PLAINTIFF complex job tasks; indications of PLAINTIFF's excellent reputation with co-workers and clients; acknowledgement of PLAINTIFF as a valuable member of KAISER; retaining PLAINTIFF for over 26 years; continuously and consistently treating PLAINTIFF with fairness until February, 2011 and thereafter.

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46. PLAINTIFF's reliance on, and the belief in, and acceptance in good faith of all KAISER's assurances, promises and representations led PLAINTIFF, throughout her employment, to reasonably believe that her employment was secure and there existed an implied contract of continued employment. As evidence of PLAINTIFF's reliance thereon, PLAINTIFF refrained from seeking employment with other companies and remained steady, hard-working, effective, loyal and devoted for over 26 and one-half years through to the date of her suspension when she was 66 years old.

47. PLAINTIFF undertook and continued her employment and duly performed all of the conditions of the contract to be performed by her.

48. Despite the representations made to Plaintiff and her reliance upon them, Defendants failed to carry out their responsibilities under the terms of the employment contract in the following ways:

(a) Discharging PLAINTIFF without good cause;

(b) Falsifying Reasons for Terminating PLAINTIFF;

(c) Terminating PLAINTIFF without sufficient or proper notice;

(d) Evaluating PLAINTIFF's job performance in an arbitrary, untrue and capricious manner;

(d) KAISER would provide PLAINTIFF with the necessary support and reasonable conditions so she could carry out her job responsibilities;

(f) Failing to discipline PLAINTIFF in a progressive manner and give sufficient opportunity to correct any alleged performance problems;

(g) Failing to allow PLAINTIFF any opportunity to present her grievances and/or explanations in her defense and to have such grievances and/or explanations thoroughly reviewed and appropriately considered before her employment could be terminated;

(h) Denying PLAINTIFF the reasonable and necessary support so she could perform her job duties and responsibilities in a satisfactory manner;

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(i) Forcing PLAINTIFF to Notify Future Employers the False Reasons for Termination;

(j) Failing to discipline PLAINTIFF in a progressive manner and give sufficient opportunity to correct any alleged performance problems;

49. KAISER's termination of PLAINTIFF's employment was without good cause, and without compliance or with regard for the terms, conditions, and requirements of the employment agreement and internal policy which existed between PLAINTIFF AND KAISER.

50. As a direct and proximate result of the conduct of Defendants and their agents, PLAINTIFF has suffered and continues to suffer general damages in an amount according to proof with interest thereon but in excess of jurisdictional minimum of the Court

51. As a further direct and proximate result of the conduct of Defendants, and their agents, PLAINTIFF has suffered and continues to suffer economic and/or special damages in an amount according to proof with interest thereon.

52. As a further direct and proximate result of the conduct of Defendants, and their agents, PLAINTIFF has suffered and continues to suffer consequential damages in an amount according to proof with interest thereon.

SECOND CAUSE OF ACTION

Breach of Implied Covenant of Good Faith and Fair Dealing

(Against Defendants, KAISER and DOES 1-5, Inclusive)

53. PLAINTIFF incorporates herein by reference each and every allegation contained in Paragraphs 1 through 52 above.

54. The employment contract between PLAINTIFF and KAISER gave rise to a mutual understanding and expectation that KAISER would act in good faith and deal fairly, reasonably and justly with PLAINTIFF relative to her employment. As such, an implied covenant of good

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faith and fair dealing existed between KAISER and PLAINTIFF relative to PLAINTIFF's employment with KAISER.

55. Based on the acts and/or omissions stated herein, KAISER violated policies and procedures relative to PLAINTIFF; KAISER unjustly, unreasonably, and in bad faith, terminated PLAINTIFF.

56. KAISER breached its duty of good faith and fair dealing owed to PLAINTIFF arising from the employment relationship by unjustly, unreasonably and in bad faith:

(a) Discharging PLAINTIFF without good cause;

(b) Falsifying Reasons for Terminating PLAINTIFF;

(c) Terminating Plaintiff without sufficient or proper notice;

(d) Evaluating PLAINTIFF's job performance in an arbitrary, untrue and capricious manner;

(d) Failing to provide PLAINTIFF with the necessary support and reasonable conditions so she could carry out her job responsibilities;

(f) Failing to discipline PLAINTIFF in a progressive manner and give sufficient opportunity to correct any alleged performance problems;

(g) Failing to allow PLAINTIFF any opportunity to present her grievances and/or explanations in her defense and to have such grievances and/or explanations thoroughly reviewed and appropriately considered before her employment could be terminated;

(h) Denying PLAINTIFF the reasonable and necessary support so she could perform her job duties and responsibilities in a satisfactory manner;

(i) Forcing Plaintiff to Notify Future Employers the False Reasons for Termination.

57. When KAISER terminated PLAINTIFF for cause, it had the impact of terminating PLAINTIFF's eligibility to secure Severance Benefits under KAISER's Severance Benefits Plan(s). Severance benefits included but were not limited to (1) severance pay; (2) health and dental benefits extension; and transition placement benefits.

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58. When KAISER terminated PLAINTIFF for cause, it had the impact of terminating PLAINTIFF's contributions to the retirement plan and triggering the depletion of her life insurance plan.

59. KAISER engaged in a course of conduct to further its own economic interests in violation of its duties and obligations owed to PLAINTIFF.

60. As a direct and proximate result of the conduct of Defendants and their agents, PLAINTIFF has suffered and continues to suffer economic and consequential damages according to proof with interest thereon but in excess of jurisdictional minimums of the Court

61. The acts alleged herein were done with malice, fraud, oppression and/or with reckless disregard for PLAINTIFF's rights. Defendants engaged in their offensive conduct despite their awareness of the effect on PLAINTIFF. PLAINTIFF is thus entitled to and herein seeks punitive and exemplary damages from Defendants, to punish Defendants and deter Defendants and others from engaging in similar future conduct.

THIRD CAUSE OF ACTION

Wrongful Termination in Violation of Public Policy

(Against Defendants, KAISER and DOES 1-5, Inclusive)

62. PLAINTIFF incorporates herein by reference each and every allegation contained in Paragraphs 1 through 62 above.

63. It is well established policy of the state of California by and through its statutory and common laws, including but not limited to California Constitution, Article I, §8, Government Code, §§12900, etseq. and Business and Professions Code, §§17200, etseq., that it is intolerable and unlawful for an employer to discriminate against a person in terms, conditions or privileges of employment because of such person's race, color, alienage, ancestry, national origin, ethnicity, sex and/or religion or to retaliate against the person for opposing a discriminatory

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practice or participating in a protected activity. In contravention of California's public policy, Defendants, and each of them, wrongfully terminated PLAINTIFF.

64. PLAINTIFF is within the protected category of persons within the meaning of Government Code, §§12900, etseq. and the aforementioned statutory and common laws because she was and is a female and held religious beliefs as a Catholic. LONG is a Calvinist who believes in pre-election/pre-destination (LONG spoke of being one of the chosen few predetermined for paradise regardless of his actions).

65. In contravention of this policy, PLAINTIFF is informed, believes and thereupon alleges that Defendants wrongfully terminated her because she made complaints against LONG for religious discrimination and this was a motivating or determinative factor in her termination in violation of well-established California State legislative policy even though other factors may have contributed to Defendants' actions.

66. LONG's overall campaign of harassment and discrimination, including the unmeritorious criticism, embarrassment, and threats, other acts of harassment and discrimination as alleged herein, coupled with Defendants' failure to appropriately address and ameliorate the acts of harassment and/or discrimination, constituted a violation of government code/

67. The conduct, statements, acts, and omissions described herein were an ongoing part of a continuing scheme and course of conduct by Defendants. Defendants, KAISER, knew the substance of the above-described facts and circumstances and ratified the wrongful conduct mentioned herein when it was their responsibility and under their control, authority and ability to prevent, remedy and/or correct these wrongs.

68. Defendants, KAISER, ratified and refused to remedy or correct the aforementioned conduct during PLAINTIFF's employment, notwithstanding the fact that managers and/or supervisors knew or reasonably should have known of the conduct and its unlawfulness and did not comply with KAISER policies and procedures concerning PLAINTIFF.

69. As a direct and proximate result of Defendants' failure to take effective remedial action, as alleged above, PLAINTIFF has suffered special damages including, but not limited to, loss of

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wages, and benefits plus consequential damages in an amount to be proven at time of trial, in excess of minimum jurisdictional requirements of this Court.

70. As a further direct and proximate result of Defendants' failure to take effective remedial action, as alleged above, PLAINTIFF has suffered and continues to suffer general damages including, but not limited to, significant and enduring emotional distress including humiliation, mental anguish and physical distress, injury to mind and body, in a sum to be proven at time of trial, in excess of the minimum jurisdictional requirements of this Court.

71. As a result of Defendants' failure to take effective remedial action, PLAINTIFF has been forced to retain legal counsel and has incurred and will continue to incur attorneys' fees and costs in litigating this action. PLAINTIFF is presently unaware of the precise amount of these fees and costs and prays leave of court to amend this complaint when these amounts are more fully ascertainable.

72. The acts alleged herein were done with malice, fraud, oppression or with reckless disregard for PLAINTIFF's rights. Defendants engaged in their offensive conduct despite their awareness of the effect on PLAINTIFF. Therefore, PLAINTIFF is entitled to and herein seeks punitive and exemplary damages from Defendants, and each of them, in an amount according to proof at trial, to punish Defendants and deter Defendants and others from engaging in similar conduct in the future.

FOURTH CAUSE OF ACTION
Intentional Infliction of Emotional Distress
(Against all Defendants)

73. PLAINTIFF hereby incorporates by reference paragraphs 1 through 72, inclusive, as though fully set forth herein.

74. Defendants' conduct, as described herein, was outrageous and so extreme as to exceed the bounds of what is usually tolerated in a civilized society. Defendants knew the statements and conduct would be used to directly affect whether plaintiff would be employed and thereby

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earn wages for food, shelter and clothing. Defendants also had no reasonable basis for making statements and allegations that they knew were false. Defendant's conduct was intentional and malicious and done for the purpose of causing plaintiff emotional distress.

75. Defendants acted with an intent to cause, or with a reckless disregard of the probability to cause, emotional distress including humiliation, mental anguish and physical distress to Plaintiff.

76. As a direct and proximate result of Defendants' actions, as alleged herein, Plaintiff has suffered special damages including, but not limited to, loss of wages, including front and back pay, and benefits, plus consequential damages in an amount to be proven at time of trial, in excess of minimum jurisdictional requirements of this Court.

77. As a further direct and proximate result of Defendants' actions against PLAINTIFF, as alleged above, PLAINTIFF has suffered and continues to suffer general damages including, but not limited to, significant and enduring emotional distress including humiliation, mental anguish and physical distress, injury to mind and body, in a sum to be proven at time of trial, in excess of the minimum jurisdictional requirements of this Court.

78. The acts alleged herein were done with malice, fraud, oppression or with reckless disregard for PLAINTIFF's rights. Defendants engaged in their offensive conduct despite their awareness of the effect on PLAINTIFF. Thus, PLAINTIFF is entitled to and herein seeks punitive and exemplary damages from Defendants, to punish Defendants and deter Defendants and others from engaging in similar future conduct.

FIFTH CAUSE OF ACTION

UNFAIR BUSINESS PRACTICES IN VIOLATION OF

CALIFORNIA BUSINESS & PROFESSIONS CODE §§17200 *ET SEQ.*

(Against All Defendants)

79. PLAINTIFF repleads, realleges, and incorporates by reference, all of the allegations in the preceding paragraphs of this Complaint as though fully set forth herein.

80. Business and Professional Code §*17200 et seq.* provide that unfair competition shall mean and include "all unlawful, unfair or fraudulent business act or practices...." By violating

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the foregoing statutes and regulations as alleged and set forth herein, the acts of Defendants, and each of them, constitute unfair and unlawful business practices under Business and Professions Code § 17200, *et seq*.

81. Such business practices are also a violation of California public policy. The maintenance of such unfair business practices allows Defendants, and each of them, to maintain an unfair advantage over other companies which comply with the public policy of the state of California.

109. Defendants fall within the definition of "person" as set forth at Business and Professions Code, §§17203 and 17506

82. The unlawful, unfair, and fraudulent business practices of Defendants, and each of them, described herein present a continuing threat to members of the public in that Defendants and each of them have or will soon engage in the conduct described above and members of the public are likely to be deceived when they pursue or gain employment with these Defendants. Pursuant to California Business and Professions Code, §17203, PLAINTIFF and those similarly situated seek an order from this Court that:

a. Provides injunctive and declaratory relief finding that Defendants violated the provisions of California Business and Professions Code, §§17200, etseq.;

b. For an order enjoining Defendants and their respective successors, agents, servants, officers, directors, employees, and all other persons acting in concert with them, directly or indirectly, from engaging in conduct which violates California Business and Professions Code, §§17200, etseq.

c. For an order of restitution in an amount to be proven at trial.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray for judgment as follows:

1. For compensatory damages including all lost wages, benefits and severance and loss of earning capacity in an amount according to proof at trial;
2. For consequential and incidental damages in an amount according to proof at trial;
3. For economic and/or special damages in an amount according to proof at trial;
4. For non-economic damages in an amount according to proof at trial;

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5. For general damages in an amount according to proof at trial;
6. For exemplary or punitive damages in an amount according to proof at trial as to the Third and Fourth Causes of Action only;
7. That Defendants be found to have engaged in unlawful business practices in violation of California Business and Professions Code, §§17200, et seq as to the Fifth Cause of Action only;
8. That Defendants be ordered and enjoined to make restitution to Plaintiff and all those similarly situated due to their unlawful business practices pursuant to California Business and Professions Code, §§17203 and 17204 as to the Fifth Cause of Action only;
9. For attorneys' fees incurred herein;
10. For costs of suit herein incurred;
11. For Pre- and post-judgment interest at the prevailing legal rate; and
12. For such and further relief as the Court deems just and proper.

Dated: October 14, 2013

BALESH LAW GROUP, PC
Attorneys for Plaintiff, LAIMA BALTRENAS

By: _____
JAMES R. BALESH

DEMAND FOR JURY TRIAL

Plaintiff, LAIMA BALTRENAS, hereby demands a trial by jury on all causes of action to the extent authorized by law.

Dated: October 14, 2013

BALESH LAW GROUP, PC
Attorneys for Plaintiff, LAIMA BALTRENAS

By: _____
JAMES R. BALESH

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CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):
James R. Balesh (SB: 171696)
BALESH LAW GROUP, PC
3055 Wilshire Blvd., Suite 1200
Los Angeles, CA 90010
TELEPHONE NO.: (213) 480-0418 FAX NO.:
ATTORNEY FOR (Name): Plaintiff, LAIMA BALTRENAS

FOR COURT USE ONLY

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES

OCT 16 2013

John A. Clarke, Executive Officer/Clerk
BY Cristina Grijalva Deputy

SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles
STREET ADDRESS: 111 N. Hill Street
MAILING ADDRESS: Same
CITY AND ZIP CODE: Los Angeles, CA 90012
BRANCH NAME: Central District - Stanley Mosk

CASE NAME:
BALTRENAS V. KAISER FOUNDATION HOSPITALS, ET AL.

CIVIL CASE COVER SHEET
☑ **Unlimited** (Amount demanded exceeds $25,000)
☐ **Limited** (Amount demanded is $25,000 or less)

Complex Case Designation
☐ **Counter** ☐ **Joinder**
Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

CASE NUMBER: BC524564
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
☐ Auto (22)
☐ Uninsured motorist (46)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort
☐ Asbestos (04)
☐ Product liability (24)
☐ Medical malpractice (45)
☐ Other PI/PD/WD (23)

Non-PI/PD/WD (Other) Tort
☐ Business tort/unfair business practice (07)
☐ Civil rights (08)
☐ Defamation (13)
☐ Fraud (16)
☐ Intellectual property (19)
☐ Professional negligence (25)
☐ Other non-PI/PD/WD tort (35)

Employment
☑ Wrongful termination (36)
☐ Other employment (15)

Contract
☐ Breach of contract/warranty (06)
☐ Rule 3.740 collections (09)
☐ Other collections (09)
☐ Insurance coverage (18)
☐ Other contract (37)

Real Property
☐ Eminent domain/Inverse condemnation (14)
☐ Wrongful eviction (33)
☐ Other real property (26)

Unlawful Detainer
☐ Commercial (31)
☐ Residential (32)
☐ Drugs (38)

Judicial Review
☐ Asset forfeiture (05)
☐ Petition re: arbitration award (11)
☐ Writ of mandate (02)
☐ Other judicial review (39)

Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400–3.403)
☐ Antitrust/Trade regulation (03)
☐ Construction defect (10)
☐ Mass tort (40)
☐ Securities litigation (28)
☐ Environmental/Toxic tort (30)
☐ Insurance coverage claims arising from the above listed provisionally complex case types (41)

Enforcement of Judgment
☐ Enforcement of judgment (20)

Miscellaneous Civil Complaint
☐ RICO (27)
☐ Other complaint *(not specified above)* (42)

Miscellaneous Civil Petition
☐ Partnership and corporate governance (21)
☐ Other petition *(not specified above)* (43)

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. ☐ Large number of separately represented parties
   b. ☐ Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
   c. ☐ Substantial amount of documentary evidence
   d. ☐ Large number of witnesses
   e. ☐ Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
   f. ☐ 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)*: 11
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: October 11, 2013
James R. Balesh
(TYPE OR PRINT NAME)

James R Balesh
(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.

Form Adopted for Mandatory Use
Judicial Council of California
CM-010 [Rev. July 1, 2007]

CIVIL CASE COVER SHEET

Cal. Rules of Court, rules 2.30, 3.220, 3.400–3.403, 3.740;
Cal. Standards of Judicial Administration, std. 3.10
www.courtinfo.ca.gov

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SHORT TITLE:	CASE NUMBER
Baltrenas v. Kaiser Foundation Hospitals, et al.	BC524564

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 7-10 ☐ 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 <u>one</u> 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)	☐ A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1., 2., 4.
	Uninsured Motorist (46)	☐ A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist	1., 2., 4.
Other Personal Injury/ Property Damage/ Wrongful Death Tort	Asbestos (04)	☐ A6070 Asbestos Property Damage ☐ A7221 Asbestos - Personal Injury/Wrongful Death	2. 2.
	Product Liability (24)	☐ A7260 Product Liability (not asbestos or toxic/environmental)	1., 2., 3., 4., 8.
	Medical Malpractice (45)	☐ A7210 Medical Malpractice - Physicians & Surgeons ☐ A7240 Other Professional Health Care Malpractice	1., 4. 1., 4.
	Other Personal Injury Property Damage Wrongful Death (23)	☐ A7250 Premises Liability (e.g., slip and fall) ☐ A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.) ☐ A7270 Intentional Infliction of Emotional Distress ☐ A7220 Other Personal Injury/Property Damage/Wrongful Death	1., 4. 1., 4. 1., 3. 1., 4.

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SHORT TITLE: Baltrenas v. Kaiser Foundation Hospitals, et al.	CASE NUMBER

	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)	☐ A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1., 3.
	Civil Rights (08)	☐ A6005 Civil Rights/Discrimination	1., 2., 3.
	Defamation (13)	☐ A6010 Defamation (slander/libel)	1., 2., 3.
	Fraud (16)	☐ A6013 Fraud (no contract)	1., 2., 3.
	Professional Negligence (25)	☐ A6017 Legal Malpractice ☐ A6050 Other Professional Malpractice (not medical or legal)	1., 2., 3. 1., 2., 3.
	Other (35)	☐ A6025 Other Non-Personal Injury/Property Damage tort	2.,3.
Employment	Wrongful Termination (36)	☑ A6037 Wrongful Termination	1., 2., 3.
	Other Employment (15)	☐ A6024 Other Employment Complaint Case ☐ A6109 Labor Commissioner Appeals	1., 2., 3. 10.
Contract	Breach of Contract/ Warranty (06) (not insurance)	☐ A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction) ☐ A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence) ☐ A6019 Negligent Breach of Contract/Warranty (no fraud) ☐ A6028 Other Breach of Contract/Warranty (not fraud or negligence)	2., 5. 2., 5. 1., 2., 5. 1., 2., 5.
	Collections (09)	☐ A6002 Collections Case-Seller Plaintiff ☐ A6012 Other Promissory Note/Collections Case	2., 5., 6. 2., 5.
	Insurance Coverage (18)	☐ A6015 Insurance Coverage (not complex)	1., 2., 5., 8.
	Other Contract (37)	☐ A6009 Contractual Fraud ☐ A6031 Tortious Interference ☐ A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1., 2., 3., 5. 1., 2., 3., 5. 1., 2., 3., 8.
Real Property	Eminent Domain/Inverse Condemnation (14)	☐ A7300 Eminent Domain/Condemnation Number of parcels_____	2.
	Wrongful Eviction (33)	☐ A6023 Wrongful Eviction Case	2., 6.
	Other Real Property (26)	☐ A6018 Mortgage Foreclosure ☐ A6032 Quiet Title ☐ A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2., 6. 2., 6. 2., 6.
Unlawful Detainer	Unlawful Detainer-Commercial (31)	☐ A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	2., 6.
	Unlawful Detainer-Residential (32)	☐ A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	2., 6.
	Unlawful Detainer-Post-Foreclosure (34)	☐ A6020F Unlawful Detainer-Post-Foreclosure	2., 6.
	Unlawful Detainer-Drugs (38)	☐ A6022 Unlawful Detainer-Drugs	2., 6.

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10/21/2014

SHORT TITLE: Baltrenas v. Kaiser Foundation Hospitals, et al.	CASE NUMBER

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Judicial Review	Asset Forfeiture (05)	☐ A6108 Asset Forfeiture Case	2., 6.
	Petition re Arbitration (11)	☐ A6115 Petition to Compel/Confirm/Vacate Arbitration	2., 5.
	Writ of Mandate (02)	☐ A6151 Writ - Administrative Mandamus ☐ A6152 Writ - Mandamus on Limited Court Case Matter ☐ A6153 Writ - Other Limited Court Case Review	2., 8. 2. 2.
	Other Judicial Review (39)	☐ A6150 Other Writ /Judicial Review	2., 8.
Provisionally Complex Litigation	Antitrust/Trade Regulation (03)	☐ A6003 Antitrust/Trade Regulation	1., 2., 8.
	Construction Defect (10)	☐ A6007 Construction Defect	1., 2., 3.
	Claims Involving Mass Tort (40)	☐ A6006 Claims Involving Mass Tort	1., 2., 8.
	Securities Litigation (28)	☐ A6035 Securities Litigation Case	1., 2., 8.
	Toxic Tort Environmental (30)	☐ A6036 Toxic Tort/Environmental	1., 2., 3., 8.
	Insurance Coverage Claims from Complex Case (41)	☐ A6014 Insurance Coverage/Subrogation (complex case only)	1., 2., 5., 8.
Enforcement of Judgment	Enforcement of Judgment (20)	☐ A6141 Sister State Judgment ☐ A6160 Abstract of Judgment ☐ A6107 Confession of Judgment (non-domestic relations) ☐ A6140 Administrative Agency Award (not unpaid taxes) ☐ A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax ☐ A6112 Other Enforcement of Judgment Case	2., 9. 2., 6. 2., 9. 2., 8. 2., 8. 2., 8., 9.
Miscellaneous Civil Complaints	RICO (27)	☐ A6033 Racketeering (RICO) Case	1., 2., 8.
	Other Complaints (Not Specified Above) (42)	☐ A6030 Declaratory Relief Only ☐ A6040 Injunctive Relief Only (not domestic/harassment) ☐ A6011 Other Commercial Complaint Case (non-tort/non-complex) ☐ A6000 Other Civil Complaint (non-tort/non-complex)	1., 2., 8. 2., 8. 1., 2., 8. 1., 2., 8.
Miscellaneous Civil Petitions	Partnership Corporation Governance (21)	☐ A6113 Partnership and Corporate Governance Case	2., 8.
	Other Petitions (Not Specified Above) (43)	☐ A6121 Civil Harassment ☐ A6123 Workplace Harassment ☐ A6124 Elder/Dependent Adult Abuse Case ☐ A6190 Election Contest ☐ A6110 Petition for Change of Name ☐ A6170 Petition for Relief from Late Claim Law ☐ A6100 Other Civil Petition	2., 3., 9. 2., 3., 9. 2., 3., 9. 2. 2., 7. 2., 3., 4., 8. 2., 9.

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SHORT TITLE: Baltrenas v. Kaiser Foundation Hospitals, et al.	CASE NUMBER

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.

REASON: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected for this case. ☐1. ☑2. ☐3. ☐4. ☐5. ☐6. ☐7. ☐8. ☐9. ☐10.			ADDRESS: 3280 E. Foothill Boulevard
CITY: Pasadena	STATE: CA	ZIP CODE: 91107	

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: October 11, 2013

James R Baker
(SIGNATURE OF ATTORNEY/FILING PARTY)

Courthouse News Service

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.

10/16/2013