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FILED
LOS ANGELES SUPERIOR COURT

OCT 18 2013

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PETRA ALBERT

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES - CENTRAL DISTRICT**

PETRA ALBERT, an individual,
Plaintiff,

vs.

KAISER FOUNDATION HOSPITALS, a
California corporation; SOUTHERN
CALIFORNIA PERMANENTE
MEDICAL GROUP, INC., a California
corporation; KAISER FOUNDATION
HEALTH PLAN, INC., a California
corporation; and DOES 1 through 20
inclusive,

Defendants.

CASE NO.: **BC525155**

COMPLAINT FOR DAMAGES

D-51 Abraham Khan

1. Disability Discrimination;
2. Failure to Engage in Interactive Process;
3. Failure to Accommodate Disability;
4. Retaliation;
5. Failure to Prevent Discrimination or Retaliation
6. Wrongful Termination in Violation of Public Policy;
7. Failure to Provide Meal Periods;
8. Failure to Provide Rest Periods;
9. Waiting Time Penalties; and
10. Failure to Provide Accurate Wage Statements.

JURY TRIAL REQUESTED

CIT/CASE: BC525155
LEA/DEF#: _____
RECEIPT #: CCH517486063
DATE PAID: 10/18/13 03:45 PM
AMOUNT: \$435.00 310
RECEIVED:
CHECK: \$435.00
CASH: \$0.00
CHARGE: \$0.00
CARD: \$0.00

10/18/2013

1 Plaintiff PETRA ALBERT ("Plaintiff") hereby brings this Complaint against Defendants
2 KAISER FOUNDATION HOSPITALS, SOUTHERN CALIFORNIA PERMANENTE
3 MEDICAL GROUP, INC., KAISER FOUNDATION HEALTH PLAN, INC. (collectively,
4 "Kaiser"), and DOES 1 through 20, inclusive, (collectively referred to herein as "Defendants")
5 and alleges as follows:

6 **PARTIES, VENUE, AND GENERAL ALLEGATIONS**

7 1. Plaintiff is, and at all relevant times herein has been, an individual residing in
8 California.

9 2. Plaintiff is informed and believes that KAISER FOUNDATION HOSPITALS is a
10 California corporation with a principal place of business located at One Kaiser Plaza, Oakland,
11 California, in Alameda County California.

12 3. Plaintiff is informed and believes that SOUTHERN CALIFORNIA
13 PERMANENTE MEDICAL GROUP, INC. is a California corporation with a principal place of
14 business located at 393 East Walnut, Pasadena, California in Los Angeles County, California.
15 Plaintiff is further informed and believes that SOUTHERN CALIFORNIA PERMANENTE
16 MEDICAL GROUP, INC. does or has done business as SoCal Permanente Medical Group during
17 the period relevant to this Complaint.

18 4. Plaintiff is informed and believes that KAISER FOUNDATION HEALTH PLAN,
19 INC. is a California corporation with a principal place of business located at One Kaiser Plaza,
20 Oakland, California in Alameda County, California.

21 5. Plaintiff is informed and believes that Defendants KAISER FOUNDATION
22 HOSPITALS, SOUTHERN CALIFORNIA PERMANENTE MEDICAL GROUP, INC.,
23 KAISER FOUNDATION HEALTH PLAN, INC., and the DOE defendants acted in concert,
24 and/or as alter egos of each other, or otherwise are jointly liable for the unlawful conduct
25 complained of herein.

26 6. Plaintiff is informed, believes, and thereon alleges that Defendants employed in
27 excess of five (5) employees and were/are employers covered by the Fair Employment and
28 Housing Act ("FEHA"), and the California Government Code ("Government Code").

1 7. The true names and capacities, whether a corporation, agent, individual, or
2 otherwise, of defendant DOES 1 through 20, are unknown to Plaintiff, who therefore sues said
3 Defendants by such fictitious names. Each defendant designated herein as a DOE is negligently
4 or otherwise legally responsible in some manner for the events and happenings referred to herein
5 and thereby proximately caused injuries and damages to Plaintiff as alleged herein. Plaintiff will
6 seek leave of Court to amend this Complaint to show their names and capacities when the same
7 have been ascertained.

8 8. At all times mentioned herein, DOES 1 through 20, were the agents,
9 representatives, successors and/or assigns of Kaiser and at all times pertinent hereto were acting
10 within the course and scope of their authority as such agents, representatives, employees,
11 successors and/or assigns.

12 9. Plaintiff is informed and believes that at all times material hereto, Defendants and
13 their agents, employees, alter egos, and/or joint ventures were acting within the course and scope
14 of such agency, employment, joint venture, or concerted activity.

15 10. Plaintiff is informed and believes that at all relevant times herein mentioned Kaiser
16 and DOES 1 through 20 are and were corporations, business entities, individuals and
17 partnerships, licensed to do business and actually doing business in the State of California.
18 Defendants operate medical and hospital facilities in California, including in Orange and Los
19 Angeles counties. As such, and based upon all the facts and circumstances incident to
20 Defendants' business in California, Defendants are subject to the FEHA, and the Government
21 Code.

22 11. Pursuant to California Code of Civil Procedure § 395.5, venue is proper in the
23 above-entitled Court because Defendant SOUTHERN CALIFORNIA PERMANENTE
24 MEDICAL GROUP's principal place of business is located in Los Angeles County.

25 12. Plaintiff is informed and believes that Defendants, and each of them, committed
26 other wrongful acts or omissions of which Plaintiff is presently unaware. Plaintiff shall conduct
27 discovery to identify said wrongful acts, and will seek leave of Court to amend this Complaint to
28 add said acts upon discovery.

1 **FACTS COMMON TO ALL CAUSES OF ACTION**

2 13. Plaintiff Petra Albert began her career as a nurse over 25 years ago. After decades
3 of a successful career, Ms. Albert began working for Kaiser on or about June 1, 2009 as a nurse
4 educator, using her experience to teach and supervise nurses on first-aid, CPR, and other
5 competencies. Within just over a year, Ms. Albert's success at Kaiser was rewarded with a
6 promotion to Assistant Department Administrator ("ADA") and a notable raise.

7 14. In or about 2009, Ms. Albert was diagnosed with breast cancer. Ms. Albert
8 notified Kaiser of her cancer when it became clear that the cancer was not responding to initial
9 treatment and had progressed to the point that required significant intervention, in about
10 September 2010. Ms. Albert then notified Kaiser of her need for medical leave to undergo a
11 double mastectomy and reconstructive surgery in early October 2010.

12 15. By the end of October 2010, Ms. Albert was ready to return to work. When she
13 returned, she received no communication from Kaiser regarding her condition or any need for
14 accommodation. Instead, Ms. Albert received callous comments and attitudes from her
15 supervisors, including comments belittling her serious cancer as "that thing in [her] breast."

16 16. Ms. Albert was forced to immediately return to a 60-hour work week the very
17 same month of her surgery and from the beginning received unprecedented criticism of her
18 performance, micromanaging, and hostility.

19 17. Ms. Albert did not give in to the apparent attempt to compel her to resign and kept
20 working for the next three months until her cancer resurfaced and was discovered in her bones in
21 February 2011. After a medical leave for further treatment and chemotherapy, Ms. Albert
22 returned to work in mid-August 2011.

23 18. Upon her return, Ms. Albert was forcibly transferred out of her prestigious position
24 at her local hospital to an undesirable location in a floater position. Ms. Albert's new supervisor
25 made no secret of her desire for Ms. Albert to quit, going so far as threaten that Ms. Albert would
26 hate her life if she continued to work for Kaiser.

27 19. Kaiser also failed to accommodate Ms. Albert's continued need for weekly
28 chemotherapy. Kaiser required Ms. Albert to skip meal and rest periods and work extended hours

1 on the days she received chemotherapy to "make up" for the time, but that was not enough:
2 Ms. Albert's supervisor also demanded that Ms. Albert come in early two other days a week on
3 top of the extended hours to supposedly also "make up for" the chemotherapy day.

4 20. In an additional example of Kaiser's failure to accommodate or engage with
5 Ms. Albert, Kaiser endangered Ms. Albert's health. Before her return, Ms. Albert's doctors
6 warned her that chemotherapy could seriously weaken her immune system and exposure to
7 infections such as the flu could be disastrous or even fatal. Kaiser, however, did not attempt to
8 accommodate Ms. Albert but rather *put her in charge of the flu program*, putting her health in
9 serious risk.

10 21. After Ms. Albert's white blood cell count dropped precipitously in October 2011,
11 Ms. Albert's doctors advised her that she could die if she continued to work for Kaiser and be
12 exposed to infected patients. Her doctors therefore placed her on another leave of absence.
13 During the next year, Ms. Albert underwent numerous rounds of chemotherapy and surgeries to
14 attempt to eradicate her cancer.

15 22. When Ms. Albert was ready to return to work, Kaiser again made no efforts to
16 engage with her. Instead, a short time later Kaiser called her into a meeting on her day off to
17 "discuss" her new job assignment and duties. The meeting's insulting intent became clear when
18 the Kaiser personnel repeatedly rolled their eyes at Ms. Albert, ridiculed the dress and shoes she
19 was wearing on her day off, and outrageously threatened Ms. Albert with termination if she did
20 not "improve" her dress – despite the fact that the dress was entirely professional, medium
21 sleeved, and not skin-baring or otherwise inappropriate.

22 23. Ms. Albert withstood these intentional insults and refused to give in to the pressure
23 to resign. Kaiser therefore took it one step further and again forcibly transferred and banished her
24 to Kaiser's Santa Ana location.

25 24. After the meeting, Ms. Albert once again sought accommodation and requested a
26 couple hours off once a week, to continue her chemotherapy, offering to make up the time during
27 the week. Kaiser responded by refusing the request and terminating Ms. Albert's employment.

28 25. Plaintiff is informed and believes that Defendants' termination of her employment

1 was due to her disability, request for accommodation, and exercise of her right to take medical
2 leave.

3 26. Plaintiff timely filed a Charge of Discrimination with the Department of Fair
4 Employment and Housing against Defendants. On or about October 17, 2013, Plaintiff obtained
5 Right-to-Sue Notices authorizing her to institute this action.

6 **FIRST CAUSE OF ACTION**

7 **Disability Discrimination**

8 27. Plaintiff hereby incorporates by reference the allegations in the paragraphs above
9 as though fully set forth herein.

10 28. At all times relevant herein, Government Code § 12940(a) was in full force and
11 effect, and was binding upon Defendants. Said section makes it unlawful for an employer to
12 discriminate against an employee on the basis of the employee's disability.

13 29. As more fully set forth above, Plaintiff was disabled while employed by
14 Defendants. Plaintiff's disabilities limited her ability to perform major life activities, including
15 but not limited to her ability to work. Defendants knew and/or treated Plaintiff as if she had a
16 disability that limited her ability to perform major life activities as set forth in this Complaint.

17 30. Plaintiff was willing and able to perform the essential job duties of her position if
18 such reasonable accommodation had been made by Defendants. At no time would the
19 performance of the functions of the employment position, with a reasonable accommodation for
20 Plaintiff's disability, have been a danger to Plaintiff's or any other person's health or safety, nor
21 would it have created an undue hardship to the operation of Defendants' business.

22 31. As set forth more fully above, Defendants discriminated against and took several
23 adverse employment actions against Plaintiff due to her actual or perceived disability including
24 but not limited to failing to accommodate her disability, failing to timely interact in good faith
25 regarding accommodations for her disability, demoting and unfavorably transferring Plaintiff, and
26 ultimately terminating her employment.

27 32. As set forth more fully above, Defendants discriminated against Plaintiff due to
28 her disability. Defendants refused to accommodate Plaintiff's request for accommodation and

1 refused to engage Plaintiff in an interactive process to determine effective reasonable
2 accommodations. Instead, Defendants terminated Plaintiff's employment.

3 33. Plaintiff is informed and believes that her actual or perceived disability was a
4 motivating factor in Defendants' decision to terminate Plaintiff's employment.

5 34. As a proximate result of the wrongful conduct of Defendants, and each of them,
6 Plaintiff has suffered and continues to sustain substantial losses in earnings and other employment
7 benefits in an amount to be determined at trial according to proof.

8 35. As a proximate result of the wrongful conduct of Defendants, and each of them,
9 Plaintiff has suffered humiliation, emotional distress, and mental pain and anguish, all to her
10 damage in an amount to be determined at trial according to proof.

11 36. In doing the acts herein alleged, Defendants, and each of them, acted with
12 oppression, fraud, and malice, and in conscious disregard of Plaintiff's rights and Plaintiff is
13 therefore entitled to punitive damages in an amount to be determined at trial according to proof.

14 37. Plaintiff has also incurred and continues to incur attorney's fees and legal expenses
15 in an amount to be determined at trial according to proof.

16 **SECOND CAUSE OF ACTION**

17 **Failure to Engage in an Interactive Process**

18 38. Plaintiff hereby incorporates by reference the allegations in the paragraphs above
19 as though fully set forth herein.

20 39. At all times relevant herein, Government Code § 12940(n) was in full force and
21 effect, and was binding upon Defendants. Said section provides that it is unlawful for an
22 employer to fail to engage in a timely, good faith, interactive process with an employee to
23 determine effective reasonable accommodations in response to a request by the employee for
24 reasonable accommodation by the employer for a known disability.

25 40. As more fully set forth above, Plaintiff was disabled while employed by
26 Defendants. Plaintiff's disability limited her ability to perform major life activities, including but
27 not limited to her ability to work. Defendants knew and/or treated Plaintiff as if she had a
28 disability that limited her ability to perform major life activities as set forth in this Complaint.

1 41. Plaintiff requested that Defendants make reasonable accommodation(s) for her
2 disability.

3 42. At all times material to this Complaint, Plaintiff was willing to participate in an
4 interactive process to determine whether reasonable accommodation could be made.

5 43. Defendants failed to participate in a timely good-faith interactive process with
6 Plaintiff to determine whether reasonable accommodation could be made. Instead, Defendants
7 terminated her employment.

8 44. As a proximate result of the wrongful conduct of Defendants, and each of them,
9 Plaintiff has suffered and continues to sustain substantial losses in earnings and other employment
10 benefits in an amount according to proof at the time of trial.

11 45. As a proximate result of the wrongful conduct of Defendants, and each of them,
12 Plaintiff has suffered humiliation, emotional distress, and mental pain and anguish, all to her
13 damage in an amount according to proof at the time of trial.

14 46. In doing the acts herein alleged, Defendants, and each of them, acted with
15 oppression, fraud, malice, and in conscious disregard of the rights of Plaintiff, and Plaintiff is
16 therefore entitled to punitive damages according to proof at the time of trial.

17 47. Plaintiff has also incurred and continues to incur attorney's fees and legal expenses
18 in an amount according to proof at the time of trial.

19 **THIRD CAUSE OF ACTION**

20 **Failure to Accommodate Disability**

21 48. Plaintiff hereby incorporates by reference the allegations in the paragraphs above
22 as though fully set forth herein.

23 49. At all times relevant herein, Government Code § 12940(m) was in full force and
24 effect, and was binding upon Defendants. Said section provides that it is unlawful for an
25 employer to fail to make reasonable accommodations for the known disability of an employee.

26 50. As more fully set forth above, Plaintiff was disabled while employed by
27 Defendants. Plaintiff's disability limited her ability to perform major life activities, including but
28 not limited to her ability to work. Defendants knew and/or treated Plaintiff as if she had a

1 disability that limited her ability to perform major life activities as set forth in this Complaint.

2 51. At all times mentioned herein, Plaintiff was willing and able to perform the
3 essential job duties of her position if a reasonable accommodation had been made by Defendants.
4 At no time would the performance of the functions of the employment position, with a reasonable
5 accommodation for Plaintiff's disability, have been a danger to Plaintiff's or any other person's
6 health or safety, nor would it have created an undue hardship to the operation of Defendants'
7 business.

8 52. As set forth more fully above, Defendants failed to reasonably accommodate her
9 disability. Instead, Defendants summarily terminated her employment.

10 53. As a proximate result of the wrongful conduct of Defendants, and each of them,
11 Plaintiff has suffered and continues to sustain substantial losses in earnings and other employment
12 benefits in an amount according to proof at the time of trial.

13 54. As a proximate result of the wrongful conduct of Defendants, and each of them,
14 Plaintiff has suffered humiliation, emotional distress, and mental pain and anguish, all to his
15 damage in an amount according to proof at the time of trial.

16 55. In doing the acts herein alleged, Defendants, and each of them, acted with
17 oppression, fraud, malice, and in conscious disregard of the rights of Plaintiff, and Plaintiff is
18 therefore entitled to punitive damages according to proof at the time of trial.

19 56. Plaintiff has also incurred and continues to incur attorney's fees and legal expenses
20 in an amount according to proof at the time of trial.

21 **FOURTH CAUSE OF ACTION**

22 **Retaliation**

23 57. Plaintiff hereby incorporates by reference the allegations in the paragraphs above
24 as though fully set forth herein.

25 58. At all times herein mentioned, Government Code § 12940(h) was in full force and
26 effect, and was binding upon Defendants. Said section requires the Defendants to refrain from
27 retaliating against any employee for opposing unlawful employment practices prohibited by the
28 FEHA or for exercising the right to take medical leave pursuant to the CFRA.

1 59. As set forth fully above, Plaintiff was disabled during her employment with
2 Defendants and engaged in protected activity including but not limited to seeking reasonable
3 accommodations for her disability and attempting to engage in a timely good-faith interactive
4 process.

5 60. As a result of Plaintiff's disability and exercise of her right to seek reasonable
6 accommodation for her disability, Defendants retaliated against Plaintiff by subjecting her to
7 adverse employment actions, including terminating Plaintiff's employment.

8 61. As a proximate result of the wrongful conduct of Defendants, and each of them,
9 Plaintiff has suffered and continues to sustain substantial losses in earnings and other employment
10 benefits in an amount according to proof at the time of trial.

11 62. As a proximate result of the wrongful conduct of Defendants, and each of them,
12 Plaintiff has suffered humiliation, emotional distress, and mental pain and anguish, all to his
13 damage in an amount according to proof at the time of trial.

14 63. In doing the acts herein alleged, Defendants, and each of them, acted with
15 oppression, fraud, malice, and in conscious disregard of the rights of Plaintiff, and Plaintiff is
16 therefore entitled to punitive damages according to proof at the time of trial.

17 64. Plaintiff has also incurred and continues to incur attorney's fees and legal expenses
18 in an amount according to proof at the time of trial.

19 **FIFTH CAUSE OF ACTION**

20 **Failure to Prevent Discrimination, Harassment, or Retaliation**

21 65. Plaintiff hereby incorporates by reference the allegations in the paragraphs above
22 as though fully set forth herein.

23 66. Plaintiff was subjected to discrimination and retaliation because she suffered from
24 an actual or perceived disability and/or was subjected to retaliation because she sought reasonable
25 accommodation(s), and attempted to engage in a timely good-faith interactive process to
26 determine whether reasonable accommodation was possible.

27 67. Defendants failed to take reasonable steps to prevent the harassment,
28 discrimination, and/or retaliation. Such conduct is in violation of California Government Code

1 section 12900 et seq. and has resulted in damage and injury to Plaintiff as alleged herein.

2 68. As a proximate result of the wrongful conduct of Defendants, and each of them,
3 Plaintiff has suffered and continues to sustain substantial losses in earnings and other employment
4 benefits in an amount according to proof at the time of trial.

5 69. As a proximate result of the wrongful conduct of Defendants, and each of them,
6 Plaintiff has suffered humiliation, emotional distress, and mental pain and anguish, all to her
7 damage in an amount according to proof at the time of trial.

8 70. In doing the acts herein alleged, Defendants, and each of them, acted with
9 oppression, fraud, malice, and in conscious disregard of the rights of Plaintiff, and Plaintiff is
10 therefore entitled to punitive damages according to proof at the time of trial.

11 71. Plaintiff has also incurred and continues to incur attorney's fees and legal expenses
12 in an amount according to proof at the time of trial.

13 **SIXTH CAUSE OF ACTION**

14 **Wrongful Termination in Violation of Public Policy**

15 72. Plaintiff hereby incorporates by reference the allegations in the paragraphs above
16 as though fully set forth herein.

17 73. The discharge of Plaintiff by Defendants violates fundamental principles of public
18 policy in that there is a substantial and fundamental policy against terminating employees for
19 unlawful purposes, including on account of an employee's disability, on account of an
20 employee's request for reasonable accommodations for a disability, on account of an employee's
21 opposition to unlawful practices under the FEHA, and for exercising rights under the Constitution
22 and laws of the State of California.

23 74. On or about June 4, 2013, Defendants wrongfully terminated Plaintiff's
24 employment. Plaintiff is informed and believes that her employment was terminated because of
25 her disability, her request for reasonable accommodations for her disability, her opposition to
26 Defendants' unlawful employment practices, and her exercise of her right to take medical leave.

27 75. In doing the acts described herein, Defendants deprived Plaintiff of prospective
28 career and employment opportunities, as well as other benefits, by failing to perform its duties to

1 administer and apply all State and local laws, procedures and regulations.

2 76. As a proximate result of Defendants' willful, despicable, and intentional conduct
3 towards Plaintiff, she has sustained substantial losses in earnings and other employment benefits.

4 77. As a proximate result of Defendants' willful, despicable, and intentional conduct
5 towards Plaintiff, she has suffered and continues to suffer humiliation, and emotional distress; the
6 amount of such damages to be determined by proof at trial.

7 78. In light of Defendants' willful, knowing, malicious, and discriminatory conduct
8 towards Plaintiff, Plaintiff seeks an award of punitive and exemplary damages in an amount to be
9 determined at trial according to proof.

10 **SEVENTH CAUSE OF ACTION**

11 **Failure to Provide Meal Periods**

12 79. Plaintiff hereby incorporates by reference the allegations in the paragraphs above
13 as though fully set forth herein.

14 80. Labor Code § 512(a) and applicable IWC Wage Orders prohibit employers from
15 employing any person for a work period of more than five hours without a meal period of not less
16 than thirty uninterrupted minutes. Further, employers may not employ an employee for a work
17 period of more than ten hours per day without a second meal period of not less than thirty
18 minutes.

19 81. Defendants regularly required Plaintiff to work for more than five and/or ten hours
20 without authorizing or permitting timely, uninterrupted, thirty-minute meal periods. Thus,
21 Defendants have willfully, unfairly, fraudulently or unlawfully failed to authorize or permit
22 Plaintiff to take lawful, timely meal periods pursuant to Labor Code § 512(a).

23 82. As a result, Defendants are liable to Plaintiff for premium compensation of one
24 hour of pay at the employee's regular rate for each meal period that was not authorized or
25 permitted pursuant to Labor Code § 226.7, in a total amount to be proven at trial according to
26 proof.

1 **EIGHTH CAUSE OF ACTION**

2 **Failure to Provide Rest Periods**

3 83. Plaintiff hereby incorporates by reference the allegations in the above paragraphs
4 of this Complaint as though fully set forth herein.

5 84. California law and applicable IWC Wage Orders require employers to authorize
6 and permit all employees to take uninterrupted rest periods. The rest period time is based on the
7 total hours worked daily at the rate of ten minutes net rest time per four hours or major fraction
8 thereof.

9 85. Plaintiff routinely worked for Defendants shifts in excess of eight hours, but was
10 not authorized or permitted to take rest periods. Defendants have willfully, unfairly, fraudulently
11 or unlawfully failed to authorize or permit Plaintiff to take rest periods pursuant to California law.

12 86. As a result, Defendants are liable to Plaintiff for premium compensation of one
13 hour of pay at the employee's regular rate for each workday that the rest period(s) was not
14 authorized or permitted pursuant to Labor Code § 226.7, in a total amount to be determined at
15 trial according to proof.

16 **NINTH CAUSE OF ACTION**

17 **Waiting Time Penalties**

18 87. Plaintiff hereby incorporates by reference the allegations in the paragraphs above
19 as though fully set forth herein.

20 88. Labor Code § 201 requires that if an employer discharges an employee, the wages
21 earned and unpaid at the time of discharge are due and payable immediately. Labor Code § 203
22 provides that if an employer willfully fails to pay compensation promptly upon discharge as
23 required pursuant to Labor Code § 201, the employer is liable to the employee for penalties.

24 89. At the time of Plaintiff's termination of employment, Plaintiff had unpaid wages
25 and premium pay for late meal periods.

26 90. Defendants have willfully, unfairly, fraudulently, or unlawfully failed to pay
27 Plaintiff compensation owed upon termination of employment pursuant to Labor Code § 201.
28 Plaintiff's employment with Defendants terminated on or about August 8, 2011, but Defendants

1 failed to pay Plaintiff all of the unpaid wages and compensation due at the time of termination.
2 As a result, Defendants are liable to Plaintiff for waiting time penalties pursuant to Labor Code
3 § 203 in an amount to be determined at trial, according to proof.

4 **TENTH CAUSE OF ACTION**

5 **Failure to Provide Accurate Wage Statements**

6 91. Plaintiff hereby incorporates by reference the allegations in the paragraphs above
7 as though fully set forth herein.

8 92. Labor Code § 226(a) requires employers, at the time of each payment of wages, to
9 furnish each employee with an accurate statement itemizing, among other things: (1) gross wages
10 earned; (2) the total hours worked by the employee; (3) all deductions; (4) net wages earned; (5)
11 the inclusive dates of the period for which the employee is paid; (6) the name of the employee
12 and his or her social security number (last four digits); (7) the name and address of the legal entity
13 that is the employer; and (8) all applicable hourly rates in effect during the pay period and the
14 corresponding number of hours worked at each hourly rate by the employee. California Labor
15 Code § 1174 further requires that such payroll records be kept in a central location.

16 93. Labor Code § 226(e) further provides that if an employer knowingly and
17 intentionally fails to provide a statement itemizing, among other things, the total hours worked by
18 the employee, then the employee is entitled to recover the greater of all actual damages or fifty
19 dollars (\$50) for the initial violation and one hundred dollars (\$100) for each subsequent
20 violation, up to four thousand dollars (\$4,000).

21 94. Furthermore, the applicable IWC Wage Orders require Defendants to maintain
22 time records showing, among other things, when the employee begins and ends each work period,
23 meal periods, split shift intervals and total daily hours worked in itemized wage statements, and
24 must show all deductions and reimbursements from payment of wages, and accurately report total
25 hours worked by Plaintiff.

26 95. As alleged herein, Defendants failed to pay Plaintiff all compensation earned,
27 including premium compensation for late meal periods as required by the Labor Code. Thus,
28 Defendants have knowingly and intentionally failed to comply with the Labor Code on each and

1 every wage statement that should have been provided to Plaintiff by failing to accurately state the
2 total number of hours worked, the gross wages earned, and the net wages earned.

3 96. By failing to keep accurate records and provide such records to Plaintiff as
4 required by Labor Code §§ 226(a) and 1174, Defendants have injured Plaintiff and made it
5 difficult to calculate the unpaid wages earned and due to Plaintiff. Moreover, Defendants' failure
6 to comply with Labor Code § 1174 is unlawful pursuant to Labor Code § 1175.

7 97. As a consequence of Defendants' willful failure to provide Plaintiff with accurate
8 records as required by Labor Code § 226(a), Plaintiff is entitled to damages, reasonable attorney's
9 fees, and costs pursuant to Labor Code § 226(e) in an amount to be determined at trial according
10 to proof.

11 **PRAYER FOR RELIEF**

12 WHEREFORE, Plaintiff prays for judgment as follows:

13 1. For compensatory damages according to proof, including past and future lost
14 earnings and other employment benefits, costs of seeking other employment, and for damages for
15 emotional distress, humiliation, and mental anguish;

16 2. For general damages;

17 3. For special damages;

18 4. For prejudgment and postjudgment interest;

19 5. For all damages available for violations of the FEHA and the Government Code;

20 6. For punitive and exemplary damages, according to proof;

21 7. For attorney's fees and costs of suit incurred, pursuant to Government Code
22 § 12965(b) and any other applicable provisions of law; and

23 8. For any other and further relief as the Court deems just and proper.

24
25 Dated: October 17, 2013

AEGIS LAW FIRM, PC

26
27 By



Samuel Wong

Christina K. Dallen

Attorneys for Plaintiff PETRA ALBERT

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DEMAND FOR JURY TRIAL

Plaintiff hereby demands trial of Plaintiff's claims by jury to the extent authorized by law.

Dated: October 17, 2013

AEGIS LAW FIRM, PC

By



Samuel Wong

Christina K. Dallen

Attorneys for Plaintiff PETRA ALBERT

Courthouse News Service

10/18/2013

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State bar number, and address):
 Samuel Wong (SBN: 217104); Christina K. Dallen (SBN: 247505)
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FOR COURT USE ONLY

FILED
 LOS ANGELES SUPERIOR COURT

OCT 18 2013

JOHN A. CLARK, CLERK
 BY KRISTINA VARGAS, DEPUTY

ATTORNEY FOR (Name): Plaintiff Petra Albert
 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: Central District - Stanley Mosk

CASE NAME:

Albert v. Kaiser Permanente

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: DC525155

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 d. ☐ Large number of witnesses
 b. ☐ Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve e. ☐ Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
 c. ☐ Substantial amount of documentary evidence 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): 10

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 17, 2013

Christina K. Dallen

(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

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

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CASE NUMBER

BC525155

**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 5-7 ☐ 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)	1., 4.
		<input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.)	1., 4.
		<input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress	1., 3.
		<input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death	1., 4.

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Non-Personal Injury/Property
Damage/ Wrongful Death Tort

Employment

Contract

Unlawful Detainer
Real Property

A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Business Tort (07)	<input 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.
Wrongful Termination (36)	<input checked="" 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.
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 type="checkbox"/> A6015 Insurance Coverage (not complex)	1., 2., 5., 8.
Other Contract (37)	<input type="checkbox"/> A6009 Contractual Fraud <input type="checkbox"/> A6031 Tortious Interference <input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1., 2., 3., 5. 1., 2., 3., 5. 1., 2., 3., 8.
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-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.

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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		
Judicial Review	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.		
Provisionally Complex Litigation	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	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.		
	Miscellaneous Civil Complaints	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.	
		Miscellaneous Civil Petitions	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.

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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.

REASON: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected for this case. <input type="checkbox"/> 1. <input type="checkbox"/> 2. <input checked="" type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10.			ADDRESS: 393 East Walnut
CITY: Pasadena	STATE: CA	ZIP CODE: 91106	

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 Los Angeles 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 17, 2013


 (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.

10/18/2013