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FILED
LOS ANGELES SUPERIOR COURT

NOV 22 2013

JOHN A. CLARKE, CLERK
BY *[Signature]* JAMES L. GARRIS, DEPUTY

Df Richard Rico

SUPERIOR COURT FOR THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

BRUCE JOSEPH, an individual,

Plaintiff,

vs.

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

Defendants.

Case No.

BC528540

COMPLAINT FOR:

1. BREACH OF CONTRACT
2. BREACH OF THE DUTY OF
GOOD FAITH AND FAIR
DEALING

NATURE OF THE CASE

1. This action arises out of a breach of contract and breach of the covenant of good faith and fair dealing relating to group health insurance coverage issued by Defendant Kaiser Foundation Health Plan, Inc., ("Kaiser") that included coverage for Plaintiff Bruce Joseph, Member Number 0005483289. The policy was issued to a public entity, the Perris Elementary School District and is therefore not subject to preemption by the Employee Retirement Income Security Act. The Policy was in full force and effect at all relevant times herein. As more fully described below, Defendant breached the Policy by failing to pay a claim for emergency care incurred by Plaintiff.

2. As a direct and proximate result of Defendants' unfair practices and its bad faith refusal to comply with its obligations under the insurance contract, and in complete disregard of

Complaint

\$435.00
\$0.00
\$0.00
\$0.00
\$0.00
\$10.00

11/22/2013

CIT/CASE: BC528540
LEADER #:
RECEIVED #:
DATE FILED: 11/22/13
FILING: 11/22/13
RECEIVED: 11/22/13
CHECK: \$435.00
HANDLED: \$10.00
ARDO: \$0.00

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1 Plaintiff's rights, Plaintiff has been substantially damaged and has incurred costs in pursuing
2 contract benefits in an amount to be determined at the time of trial.

3 4 PARTIES

5 3. Bruce Joseph ("Plaintiff") is an individual and beneficiary under the Policy.

6 4. Kaiser Foundation Health Plan, Inc., ("Kaiser") is a health insurance company
7 domiciled in the State of California that is authorized and licensed to conduct, and is indeed
8 conducting, the business of insurance in the State of California. Plaintiff is informed and
9 believes and thereon alleges that Defendant's principal place of business is the State of
10 California, County of Los Angeles. Defendant adjusted the claim and breached its contract with
11 Plaintiff in the City of Pasadena, County of Los Angeles. Defendant is regulated by the
12 California Department of Managed Health Care.

13 14 GENERAL ALLEGATIONS

15 5. The true names and capacities, whether individual, corporate, associate, or
16 otherwise, of Defendants Does 1 through 50, inclusive, are unknown to Plaintiff, who therefore
17 sues said Defendants by such fictitious names. Plaintiff is informed and believes and thereon
18 alleges that each of Defendants designated herein as a Doe is legally responsible in some manner
19 for the events and happenings referred to herein and legally caused injury and damages
20 proximately to Plaintiff. Plaintiff will seek leave of this Court to amend this Complaint to insert
21 their true names and capacities in place of and instead of the fictitious names when they become
22 known to Plaintiff.

23 6. Defendants' conduct described herein was undertaken by the corporate
24 Defendants' officers and managing agents, identified herein as Does 1 through 50, who were and
25 are responsible for claims supervision and operations, underwriting, communications, and
26 decision making. The aforesaid conduct of these managing agents and individuals was therefore
27 undertaken on behalf of Defendants. Defendants had advance knowledge of the actions and
28 conduct of these individuals whose actions and conduct were ratified, authorized, and approved

1 by managing agents whose precise identities are unknown to Plaintiff at this time and are
2 therefore identified and designated herein as Does 1 through 50, inclusive.

3 7. At all times herein mentioned, unless otherwise specified, Defendants were the
4 agents and employees of each of the remaining Defendants, and were at all times acting within
5 the purpose and scope of said agency and employment, and each Defendant has ratified and
6 approved the acts of his agent.

7 8. Kaiser provides coverage for Plaintiff's wife and himself.

8 9. At all relevant times herein, Plaintiff was a participant under the insurance plan
9 established by Kaiser to provide health coverage.

10 10. The Kaiser plan limits coverage to Kaiser facilities, except in the event of an
11 emergency.

12 11. California law requires that all health insurers provide emergency care coverage
13 regardless of the facility where the care takes place. California Health & Safety Code § 1371.4,
14 which applies to managed care plans such as the one under which Plaintiff was covered by
15 Kaiser, provides: "A health care service plan that covers hospital, medical, or surgical expenses,
16 or its contracting medical providers, shall provide 24-hour access for enrollees and providers,
17 including, but not limited to, noncontracting hospitals, to obtain timely authorization for
18 medically necessary care, for circumstances where the enrollee has received emergency services
19 and care is stabilized, but the treating provider believes that the enrollee may not be discharged
20 safely."

21 12. On or about June 24, 2011, Plaintiff suffered an injury from a lawnmower blade
22 that broke and nearly severed one of his fingers. He was rushed to the nearest hospital, Loma
23 Linda University Medical Center ("Loma Linda"), for emergency medical care. Plaintiff was
24 admitted to the emergency room and was provided care until he could be stabilized sufficiently
25 to be discharged, which occurred on or about June 26, 2011.

26 13. While at Loma Linda, Plaintiff underwent a near complete amputation of the
27 index finger on his right hand.

28 14. Scott Herron, M.D., the doctor who treated Plaintiff wrote that Plaintiff required

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11/22/2013

1 emergency orthopedic surgery and that any "transfer of the patient would have put him outside
2 of a safe window of opportunity to minimize infection and osteomyelitis for the open fracture."

3 15. Kaiser denied the claim and also denied Plaintiff's appeals as of March 20, 2012.

4 16. Plaintiff incurred approximately \$63,000 in bills that Kaiser has refused to pay.

5 17. Plaintiff's claim is covered under the Policy.

6 18. Defendant has refused to pay any benefits to Plaintiff.

7
8 **FIRST CAUSE OF ACTION**

9 **BREACH OF CONTRACT**

10 (Against All Defendants)

11 19. Plaintiff hereby incorporates by reference all of the allegations set forth in the
12 Nature of the Case, Parties, and General Allegations as though fully set forth herein.

13 20. Kaiser provides coverage for Plaintiff's wife and himself.

14 21. At all relevant times herein, Plaintiff was a participant under the insurance plan
15 established by Kaiser to provide health coverage.

16 22. The Kaiser plan limits coverage to Kaiser facilities, except in the event of an
17 emergency.

18 23. California law requires that all health insurers provide emergency care coverage
19 regardless of the facility where the care takes place. California Health & Safety Code § 1371.4,
20 which applies to managed care plans such as the one under which Plaintiff was covered by
21 Kaiser, provides: "A health care service plan that covers hospital, medical, or surgical expenses,
22 or its contracting medical providers, shall provide 24-hour access for enrollees and providers,
23 including, but not limited to, noncontracting hospitals, to obtain timely authorization for
24 medically necessary care, for circumstances where the enrollee has received emergency services
25 and care is stabilized, but the treating provider believes that the enrollee may not be discharged
26 safely."

27 24. On or about June 24, 2011, Plaintiff suffered an injury from a lawnmower blade
28 that broke and nearly severed one of his fingers. He was rushed to the nearest hospital, Loma

1 Linda University Medical Center ("Loma Linda"), for emergency medical care. Plaintiff was
2 admitted to the emergency room and was provided care until he could be stabilized sufficiently
3 to be discharged, which occurred on or about June 26, 2011.

4 25. While at Loma Linda, Plaintiff underwent a near complete amputation of the
5 index finger on his right hand.

6 26. Scott Herron, M.D., the doctor who treated Plaintiff wrote that Plaintiff required
7 emergency orthopedic surgery and that any "transfer of the patient would have put him outside
8 of a safe window of opportunity to minimize infection and osteomyelitis for the open fracture."

9 27. Kaiser denied the claim and also denied Plaintiff's appeals as of March 20, 2012.

10 28. Plaintiff incurred approximately \$63,000 in bills that Kaiser has refused to pay.

11 29. Plaintiff's claim is covered under the Policy.

12 30. Defendant has refused to pay any benefits to Plaintiff.

13 31. Defendants breached the contract of insurance by failing to pay benefits as
14 promised in the Policy.

15 32. As a direct and proximate result of Defendants' failure to promptly adjust and pay
16 the claim, Plaintiff incurred expenses. All of these costs were necessarily incurred by Plaintiff as
17 a proximate and foreseeable result of Defendants' conduct alleged herein.

18 33. As a direct and proximate result of Defendants' breach of the insurance contract,
19 Plaintiff has suffered contractual damages under the Policy and other incidental damages and
20 out-of-pocket expenses, all in a sum to be determined at the time of trial.

21 22 SECOND CAUSE OF ACTION

23 BREACH OF THE COVENANT OF GOOD FAITH AND FAIR DEALING

24 (Against All Defendants)

25 34. Plaintiff hereby incorporates by reference all of the allegations set forth in the
26 Nature of the Case, Parties, General Allegations, and the First Cause of Action as though fully
27 set forth herein.

28 35. Defendants have breached their duty of good faith and fair dealing owed to

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2013.03.11

1 Plaintiff in, among others, the following respects:

2 (a) Unreasonable and bad faith failure to adjust and pay Plaintiff's claim at a
3 time when Defendants knew that Plaintiff was entitled to the payment of Policy benefits;

4 (b) Unreasonable and bad faith withholding of payments from Plaintiff,
5 knowing Plaintiff's claim to be valid;

6 (c) Unreasonable and bad faith failure to pay Plaintiff's full claim when
7 Defendants had insufficient information within their possession to justify such failure;

8 (d) Unreasonable and bad faith failure to reasonably investigate and process
9 Plaintiff's claim;

10 (e) Unreasonable and bad faith failure to attempt to effectuate a prompt, fair,
11 and equitable settlement of Plaintiff's claim when liability had become reasonably clear;

12 (f) Unreasonable and bad faith failure to adhere to California law applicable
13 to Plaintiff's claim;

14 (g) Unreasonably withholding payment of benefits rightfully due to Plaintiff;

15 (h) Unreasonably delaying payments to Plaintiff in bad faith, knowing
16 Plaintiff's claim under the Policy to be valid, in an attempt to coerce Plaintiff into accepting less
17 than the full value of his claim;

18 (i) Failing to promptly provide a reasonable explanation of the basis relied
19 upon in the Policy, in relation to the applicable facts or applicable law, for the denial of
20 Plaintiff's claims or for the offer of settlement of Plaintiff's life insurance claim;

21 (j) Failing to thoroughly investigate Plaintiff's claim;

22 (k) Failing to objectively evaluate Plaintiff's claim;

23 (l) Interpreting the Policy in an unduly restrictive manner;

24 (m) Handling Plaintiff's claim in a dilatory manner, which resulted in
25 unnecessary delay and additional costs to Plaintiff;

26 (n) Using deceptive tactics to compel a compromise of Plaintiff's claim;

27 (o) Failing to acknowledge and act reasonably promptly upon
28 communications with respect to claims asserted by Plaintiff arising under the Policy;

1 (p) Failing to adopt and implement reasonable standards for the prompt
2 investigation and processing of claims asserted by Plaintiff arising under the Policy; and

3 (q) Compelling Plaintiff to initiate litigation to obtain benefits due under the
4 Policy.

5 36. Plaintiff is informed and believes and thereon alleges that Defendants have
6 breached their duty of good faith and fair dealing owed to Plaintiff by other acts or omissions of
7 which Plaintiff is presently unaware. Plaintiff will seek leave of this Court to amend this
8 Complaint at such time as Plaintiff discovers the other acts or omissions of Defendants
9 constituting such breach.

10 37. Defendants have tortiously breached the implied covenant of good faith and fair
11 dealing arising from the insurance contract by unreasonably withholding benefits due under the
12 Policy, and by other conduct set forth herein, after accepting insurance premiums from Plaintiff.

13 38. Despite Plaintiff's demands for payment of the value of benefits pursuant to the
14 Policy, Defendants continue to refuse payment and continue to engage in unlawful insurance
15 practices and misrepresentations. Such bad faith conduct constitutes a continuing tort that is
16 causing Plaintiff continued damages.

17 39. In the absence of a reasonable basis for doing so, and with full knowledge and/or
18 reckless disregard of the consequences, Defendants have failed and refused to fully indemnify
19 Plaintiff under the Policy.

20 40. As a proximate result of the aforementioned wrongful conduct of Defendants,
21 Plaintiff has suffered and will continue to suffer in the future, damages under the Policy, plus
22 interest, in an amount to be shown at the time of trial.

23 41. As a further proximate result of the aforementioned wrongful conduct of
24 Defendants, Plaintiff has suffered, and will continue to suffer, anxiety, worry, mental and
25 emotional distress, and other incidental damages and out of pocket expenses, all to Plaintiff's
26 general damages in a sum to be determined at the time of trial.

27 42. As a further proximate result of the wrongful and bad faith conduct of
28 Defendants, Plaintiff was compelled to retain legal counsel to obtain the benefits due under the

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11/27/2013

1 Policy. Therefore, Defendants are liable to Plaintiff for those attorney fees incurred by Plaintiff
2 in order to obtain the amounts due under the Policy in a sum to be determined at the time of trial.

3 43. Defendants acted with malice, oppression, and fraud by engaging in, *inter alia*,
4 the following conduct:

5 (a) Defendants purposefully and despicably devised a plan to mislead
6 insureds into thinking that emergency care at non-Kaiser facilitates is not covered;

7 (b) Defendants acted with malice because when Defendants denied Plaintiff's
8 claim Defendants knew that the claim was covered, yet Defendants denied the claim anyway to
9 see if they could get away with it;

10 (c) Defendants purposefully and despicably calculated that Plaintiff,
11 unsophisticated in insurance matters, would be less likely to discover Defendants'
12 aforementioned unreasonable conduct;

13 (d) Defendants at all times pursued their own interests to the detriment of the
14 interests of Plaintiff.

15 44. Defendants' conduct described herein was intended by Defendants to cause injury
16 or was despicable conduct carried on by Defendants with a willful and conscious disregard of the
17 rights of Plaintiff, subjecting Plaintiff to cruel and unjust hardship in conscious disregard of
18 Plaintiff's rights, and was an intentional misrepresentation, deceit, or concealment of a material
19 fact known to Defendants with the intent to deprive Plaintiff of property, legal rights, or to
20 otherwise cause injury, such as to constitute malice, oppression, or fraud under California Civil
21 Procedure Code § 3294, thereby entitling Plaintiff to punitive damages in an amount appropriate
22 to punish or set an example of Defendants.

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PRAYER

WHEREFORE, Plaintiff prays for judgment as follows:

FOR BREACH OF CONTRACT

(FIRST CAUSE OF ACTION)

1. Damages under the Policy, plus interest, including pre-judgment interest, in a sum to be determined at the time of trial;
2. Economic and consequential damages as a result of Defendants' breach of the subject contract; and
3. For costs of suit herein.

FOR BREACH OF THE COVENANT OF GOOD FAITH AND FAIR

DEALING

(SECOND CAUSE OF ACTION)

1. Damages for failure to provide payments under the Policy, plus interest, including pre-judgment interest, and other economic and consequential damages to be determined at the time of trial;
2. For special damages for breach of the implied covenant of good faith and fair dealing;
3. For general damages for mental and emotional distress in a sum to be determined at the time of trial;
4. For attorneys' fees, witness fees, and costs of litigation incurred by Plaintiff to obtain the amounts due under the Policy in an amount to be determined at the time of trial; and
5. For punitive damages and exemplary damages in an amount appropriate to punish or set an example of Defendants.

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FOR COSTS OF SUIT AND OTHER RELIEF

(EACH CAUSE OF ACTION)

1. For costs of suit herein; and
2. Such further relief as the Court may deem proper.

Dated: November 22, 2013

LAW OFFICES OF CHRISTIAN J. GARRIS

By: 

Christian J. Garris, Esq.

Attorneys for Plaintiff

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JURY DEMAND

Plaintiff hereby demands a jury trial in this action.

Dated: November 22, 2013

LAW OFFICES OF CHRISTIAN J. GARRIS

By: 

Christian J. Garris, Esq.

Attorneys for Plaintiff

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Christian J. Garis SBN 175808 Law Offices of Christian J. Garis 633 West Fifth Street, 28th Floor Los Angeles, CA 90017 TELEPHONE NO.: 213.624.2900 FAX NO.: 213.624.2901 ATTORNEY FOR (Name): Plaintiff		FOR COURT USE ONLY <div style="font-size: 2em; font-weight: bold; margin: 10px 0;">FILED</div> <div style="font-weight: bold; margin: 5px 0;">LOS ANGELES SUPERIOR COURT</div> <div style="font-size: 1.5em; margin: 10px 0;">NOV 22 2013</div> <div style="margin: 5px 0;">JUDY A. CLARKE, CLERK</div> <div style="margin: 5px 0;">BY [Signature] REBITY</div>	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles STREET ADDRESS: 111 North Hill Street MAILING ADDRESS: 111 North Hill Street CITY AND ZIP CODE: Los Angeles, CA 90012 BRANCH NAME: Central			
CASE NAME: Joseph v. Kaiser Foundation Health Plan, Inc.			
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) <input type="checkbox"/> Limited (Amount demanded is \$25,000 or less)		Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	
		CASE NUMBER: <div style="font-size: 1.5em; font-weight: bold;">BC528540</div>	
		JUDGE: DEPT:	

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) Non-PI/PD/WD (Other) Tort <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) Employment <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	Contract <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input checked="" type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
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2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties | d. <input type="checkbox"/> Large number of witnesses |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input type="checkbox"/> Substantial amount of documentary evidence | f. <input type="checkbox"/> 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): 2
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: November 22, 2013

Christian J. Garis

(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

SHORT TITLE:

Joseph v. Kaiser Foundation Health Plan, Inc.

CASE NUMBER

BC528540

**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 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 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. | 6. Location of property or permanently garaged vehicle. |
| 2. May be filed in central (other county, or no bodily injury/property damage). | 7. Location where petitioner resides. |
| 3. Location where cause of action arose. | 8. Location wherein defendant/respondent functions wholly. |
| 4. Location where bodily injury, death or damage occurred. | 9. Location where one or more of the parties reside. |
| 5. Location where performance required or defendant resides. | 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.
TO FILE IN COURTHOUSE Other Personal Injury/Property Damage/Wrongful Death Tort	Asbestos (04)	<input type="checkbox"/> A6070 Asbestos Property Damage <input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	2. 2.
	Product Liability (24)	<input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)	1., 2., 3., 4., 8.
	Medical Malpractice (45)	<input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons <input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1., 4. 1., 4.
	Other Personal Injury Property Damage Wrongful Death (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall) <input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.) <input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress <input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death	1., 4. 1., 4. 1., 3. 1., 4.

SHORT TITLE:

Joseph v. Kaiser Foundation Health Plan, Inc.

CASE NUMBER

Non-Personal Injury/Property
Damage/ Wrongful Death Tort

Employment

Contract

Real Property

Unlawful Detainer

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 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 checked="" 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 type="checkbox"/> 3. <input type="checkbox"/> 4. <input checked="" type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10.			ADDRESS: PO Box 7136
CITY: Pasadena	STATE: CA	ZIP CODE: 91109	

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 Central 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: November 22, 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.