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RICHARD ALEXANDER, CLERK

**IN THE SUPERIOR COURT OF GWINNETT COUNTY
STATE OF GEORGIA**

GEORGIA L. MURRAY-BONTON
Plaintiff,

vs.

KAISER PERMANENT, INC..
Defendant.

Civil Action
Case No.

14A 02011 2

COMPLAINT

COMES NOW the Plaintiff in the above-styled action, Georgia L. Bonton, Esq., who states her Complaint against Defendant, Kaiser Permanente Insurance Company (hereinafter referred to as "Kaiser Permanente" or "Defendant") as follows:

JURISDICTION AND VENUE

1. Defendant Kaiser Permanente is a Foreign Corporation which, during all times relevant to this case, conducted business in the state of Georgia.
2. This Court has jurisdiction over the Defendant and the subject matter of this suit. Venue is also proper in this Court.
3. Defendant may be served with process via their Registered Agent, Corporation Service Company with an office located in Gwinnett County at 40 Technology Parkway South, Suite 300, Norcross GA 30092.

COUNT I
BREACH OF CONTRACT

4. The statements and contentions contained in paragraphs 1-3 are incorporated herein by reference as if specifically set forth verbatim as the corresponding

herein by reference as if specifically set forth verbatim as the corresponding numbers of this paragraph.

5. Defendant wrongfully terminated Plaintiff's insurance policy in breach of contract as payment was received within the stated grace period. Such breach of contract has caused direct and consequential damages in an amount to be proven at trial.

COUNT II
VIOLATION OF GEORGIA STATE STATUTE

6. The statements and contentions contained in paragraphs 1-5 are incorporated herein by reference as if specifically set forth verbatim as the corresponding numbers of this paragraph.
7. Defendant wrongfully terminated Plaintiff's insurance policy as payment was received within the statutory grace period. Such breach of contract violated Georgia State statute, O.C.G.A. §33-29 et seq. Such violation has caused Plaintiff direct and consequential damages in an amount to be proven at trial. In addition or in the alternative, such violation entitles Plaintiff to collect statutory damages.
8. In the alternative, Defendant wrongfully terminated Plaintiff's insurance policy as Defendant had accepted payment of the insurance premium and reinstated the pursuant to O.C.G.A. §33-29-3 et seq. Defendant's wrongful termination of the reinstated Policy is in violation of Georgia statutory law and has caused Plaintiff

direct and consequential damages in an amount to be proven at trial. In addition or in the alternative, such violation entitles Plaintiff to collect statutory damages.

9. Finally and in the alternative, Defendant knowingly collected monies from Plaintiff as premium for insurance and then did not provide such insurance in violation of Georgia's Unfair Trade Practices Act for Insurers.

COUNT III
, COSTS, EXPENSES OF LITIGATION AND ATTORNEY FEES

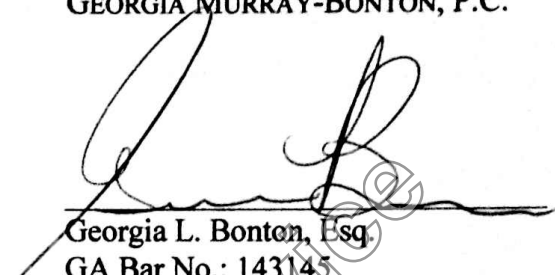
10. The statements and contentions contained in paragraphs 1-9 are incorporated herein by reference as if specifically set forth verbatim as the corresponding numbers of this paragraph.
11. Defendant's actions entitle Plaintiff to receive, and Plaintiff respectfully requests that Defendant be ordered to pay, her costs, expenses of litigation and all reasonable attorney fees on one of the following or all three statutory grounds: O.C.G.A. 13-6-11; O.C.G.A. 9-15-14; and/or O.C.G.A. §33-4-6.

WHEREFORE, Plaintiff respectfully requests judgment against Defendant for:

- a. Damages in an amount to be proven at trial;
- b. Post judgment interest on such principal amount at the rate provided by law; and
- c. Such other and further relief as the Court deems just and proper.

Respectfully submitted this 10th day of March, 2014.

Law Office
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