



PLD-PI-001

<b>ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):</b> Joseph Scanlon, Esq. 2140 Shattuck Avenue, Suite 401 Berkeley, CA 94704  TELEPHONE NO: (510) 486-8216 FAX NO. (Optional): E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name): Plaintiff KAREN DUNN SNIDER  State Bar No.: 60353		<b>FOR COURT USE ONLY</b>  <b>FILED</b> <b>ALAMEDA COUNTY</b>  MAR 18 2015  CLERK OF THE SUPERIOR COURT By: <u>[Signature]</u> Deputy
<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA</b> STREET ADDRESS: 1225 Fallon Street MAILING ADDRESS: CITY AND ZIP CODE: Oakland, CA 94612 BRANCH NAME:		
PLAINTIFF: KAREN DUNN SNIDER  DEFENDANT: SAFEWAY INC., KAISER PERMANENTE INSURANCE COMPANY, <input checked="" type="checkbox"/> DOES 1 TO 50		
<b>COMPLAINT—Personal Injury, Property Damage, Wrongful Death</b> <input type="checkbox"/> AMENDED (Number): Type (check all that apply): <input type="checkbox"/> MOTOR VEHICLE <input checked="" type="checkbox"/> OTHER (specify): Prem.Liab. & Dec.Relief <input type="checkbox"/> Property Damage <input type="checkbox"/> Wrongful Death <input checked="" type="checkbox"/> Personal Injury <input type="checkbox"/> Other Damages (specify):  Jurisdiction (check all that apply): <input type="checkbox"/> ACTION IS A LIMITED CIVIL CASE Amount demanded <input type="checkbox"/> does not exceed \$10,000 <input type="checkbox"/> exceeds \$10,000, but does not exceed \$25,000 <input checked="" type="checkbox"/> ACTION IS AN UNLIMITED CIVIL CASE (exceeds \$25,000) <input type="checkbox"/> ACTION IS RECLASSIFIED by this amended complaint. <input type="checkbox"/> from limited to unlimited <input type="checkbox"/> from unlimited to limited		
		CASE NUMBER: <b>RG 15762790</b>

1. Plaintiff (name or names): KAREN DUNN SNIDER  
alleges causes of action against defendant (name or names):  
SAFEWAY INC., KAISER PERMANENTE INSURANCE COMPANY, and DOES 1 - 20 and 31 - 40
2. This pleading, including attachments and exhibits, consists of the following number of pages: 7
3. Each plaintiff named above is a competent adult
- a. ☐ except plaintiff (name):
- (1) ☐ a corporation qualified to do business in California
  - (2) ☐ an unincorporated entity (describe):
  - (3) ☒ a public entity (describe):
  - (4) ☐ a minor ☐ an adult
    - (a) ☐ for whom a guardian or conservator of the estate or a guardian ad litem has been appointed
    - (b) ☐ other (specify):
  - (5) ☐ other (specify):
- b. ☐ except plaintiff (name):
- (1) ☐ a corporation qualified to do business in California
  - (2) ☐ an unincorporated entity (describe):
  - (3) ☐ a public entity (describe):
  - (4) ☐ a minor ☐ an adult
    - (a) ☐ for whom a guardian or conservator of the estate or a guardian ad litem has been appointed
    - (b) ☐ other (specify):
  - (5) ☐ other (specify):

☐ Information about additional plaintiffs who are not competent adults is shown in Attachment 3.

Page 1 of 3

SHORT TITLE: SNIDER v. SAFEWAY INC., et al.,	CASE NUMBER:
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4. ☐ Plaintiff (name):  
is doing business under the fictitious name (specify):

and has complied with the fictitious business name laws.

5. Each defendant named above is a natural person

- a. ☒ except defendant (name): **SAFEWAY INC.**

- (1) ☐ a business organization, form unknown  
(2) ☒ a corporation  
(3) ☐ an unincorporated entity (describe):

(4) ☐ a public entity (describe):

(5) ☐ other (specify):

- c. ☒ except defendant (name): **KAISER PERMANENTE INSURANCE COMPANY**

- (1) ☐ a business organization, form unknown  
(2) ☒ a corporation  
(3) ☐ an unincorporated entity (describe):

(4) ☐ a public entity (describe):

(5) ☐ other (specify):

- b. ☒ except defendant (name): **DOES 1 to 10**

- (1) ☒ a business organization, form unknown  
(2) ☐ a corporation  
(3) ☐ an unincorporated entity (describe):

(4) ☐ a public entity (describe):

(5) ☐ other (specify):

- d. ☒ except defendant (name): **DOES 31 to 37**

- (1) ☒ a business organization, form unknown  
(2) ☐ a corporation  
(3) ☐ an unincorporated entity (describe):

(4) ☐ a public entity (describe):

(5) ☐ other (specify):

☐ Information about additional defendants who are not natural persons is contained in Attachment 5.

6. The true names of defendants sued as Does are unknown to plaintiff.

- a. ☒ Doe defendants (specify Doe numbers): 1 - 20 and 31 - 40 were the agents or employees of other named defendants and acted within the scope of that agency or employment.

- b. ☒ Doe defendants (specify Doe numbers): 21 - 30 and 41 - 50 are persons whose capacities are unknown to plaintiff.

7. ☐ Defendants who are joined under Code of Civil Procedure section 382 are (names):

8. This court is the proper court because

- a. ☐ at least one defendant now resides in its jurisdictional area.  
b. ☒ the principal place of business of a defendant corporation or unincorporated association is in its jurisdictional area.  
c. ☐ injury to person or damage to personal property occurred in its jurisdictional area.  
d. ☐ other (specify):

9. ☐ Plaintiff is required to comply with a claims statute, and

- a. ☐ has complied with applicable claims statutes, or  
b. ☐ is excused from complying because (specify):

SHORT TITLE:

SNIDER v. SAFEWAY INC., et al.,

CASE NUMBER:

10. The following causes of action are attached and the statements above apply to each (each complaint must have one or more causes of action attached):

- a. ☐ Motor Vehicle
- b. ☐ General Negligence
- c. ☐ Intentional Tort
- d. ☐ Products Liability
- e. ☒ Premises Liability
- f. ☒ Other (specify):

Declaratory Relief.

11. Plaintiff has suffered

- a. ☒ wage loss
- b. ☐ loss of use of property
- c. ☒ hospital and medical expenses
- d. ☒ general damage
- e. ☐ property damage
- f. ☒ loss of earning capacity
- g. ☒ other damage (specify):

Interest as damages.

12. ☐ The damages claimed for wrongful death and the relationships of plaintiff to the deceased are

- a. ☐ listed in Attachment 12.
- b. ☐ as follows:

13. The relief sought in this complaint is within the jurisdiction of this court.

14. Plaintiff prays for judgment for costs of suit; for such relief as is fair, just, and equitable; and for

- a. (1) ☒ compensatory damages
- (2) ☐ punitive damages

The amount of damages is (in cases for personal injury or wrongful death, you must check (1)):

- (1) ☒ according to proof
- (2) ☐ in the amount of: \$

b. See attached.

15. ☒ The paragraphs of this complaint alleged on information and belief are as follows (specify paragraph numbers):

5, 10 and 11

Date: March 17, 2015.

JOSEPH SCANLON

(TYPE OR PRINT NAME)

(SIGNATURE OF PLAINTIFF OR ATTORNEY)

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ATTACHMENT TO 14 b.

Interest pursuant to Civil Code §§3287(a), 3288 and 3291; and  
pursuant to Code of Civil Procedure §998.

Courthouse News Service

SHORT TITLE:

SNIDER v. SAFEWAY INC, et al.,

CASE NUMBER:

FIRST

(number)

**CAUSE OF ACTION—Premises Liability**Page 5ATTACHMENT TO ☒ Complaint ☐ Cross - Complaint

(Use a separate cause of action form for each cause of action.)

Prem.L-1. Plaintiff (name): KAREN DUNN SNIDER

alleges the acts of defendants were the legal (proximate) cause of damages to plaintiff.

On (date): March 19, 2013

plaintiff was injured on the following premises in the following

fashion (description of premises and circumstances of injury):

Plaintiff slipped and fell at a grocery operated by defendants SAFEWAY INC., and DOES 1 to 20, and each of them, in Half Moon Bay, California. A customer had spilled some juice from a container, after which the container came into the possession of an employee of said defendants. That employee walked through the store with the container while juice was still spilling from it onto the floor. Plaintiff slipped in some of the juice that the employee spilled on the floor, which caused her to fall and suffer bodily injuries.

Prem.L-2. ☒ **Count One—Negligence** The defendants who negligently owned, maintained, managed and operated the described premises were (names):  
SAFEWAY INC.

☒ Does 1 to 20

Prem.L-3. ☐ **Count Two—Willful Failure to Warn** [Civil Code section 846] The defendant owners who willfully or maliciously failed to guard or warn against a dangerous condition, use, structure, or activity were (names):

☐ Does \_\_\_\_\_ to \_\_\_\_\_Plaintiff, a recreational user, was ☐ an invited guest ☐ a paying guest.

Prem.L-4. ☐ **Count Three—Dangerous Condition of Public Property** The defendants who owned public property on which a dangerous condition existed were (names):

☐ Does \_\_\_\_\_ to \_\_\_\_\_

a. ☐ The defendant public entity had ☐ actual ☐ constructive notice of the existence of the dangerous condition in sufficient time prior to the injury to have corrected it.

b. ☐ The condition was created by employees of the defendant public entity.

Prem.L-5. a. ☒ **Allegations about Other Defendants** The defendants who were the agents and employees of the other defendants and acted within the scope of the agency were (names):  
SAFEWAY INC., and

☒ Does 1 to 30

b. ☒ The defendants who are liable to plaintiffs for other reasons and the reasons for their liability are  
☐ described in attachment Prem.L-5.b ☒ as follows (names):

See attached.

ATTACHMENT TO Prem.L-5.b.

Plaintiff does not presently know the names or reasons for liability of those defendants sued as DOES 21 to 30, and therefore seeks leave to amend this complaint when the same have been ascertained.

Courthouse News Service

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SHORT TITLE:

SNIDER v. SAFEWAY INC., et al.,

CASE NUMBER:

## DECLARATORY RELIEF

SECOND

(number)

## CAUSE OF ACTION—General Negligence

Page 7

ATTACHMENT TO ☒ Complaint ☐ Cross - Complaint

(Use a separate cause of action form for each cause of action.)

GN-1. Plaintiff (name): KAREN DUNN SNIDER

alleges that defendant (name): KAISER PERMANENTE INSURANCE COMPANY

☒ Does 31 to 40~~was the legal (proximate) cause of damages to plaintiff. By the following acts or omissions to act, defendant negligently caused the damage to plaintiff~~

on (date):

at (place):

(description of reasons for liability) Declaratory Relief

At all times herein relevant, plaintiff KAREN DUNN SNIDER was in a contractual relationship with defendants KAISER PERMANENTE INSURANCE COMPANY and DOES 31 to 40, inclusive, whereby said defendants had contractually agreed to provide necessary medical care to plaintiff. On March 19, 2013, plaintiff was injured in a slip-and-fall accident at a grocery store, as a result of which she sought and did obtain medical treatment at Kaiser Redwood City and Kaiser Pleasanton. Defendants KAISER PERMANENTE INSURANCE COMPANY and DOES 31 - 40, and each of them, have asserted a lien against plaintiff's recovery under her First Cause of Action herein. In doing so, however, defendants KAISER PERMANENTE INSURANCE COMPANY and DOES 31 - 40 have stated that they do not know whether the lien claim they have asserted thus far is complete, as indeed they seek to impose upon plaintiff the responsibility for making that determination, even though plaintiff is not medically trained and thus does possess sufficient expertise to do so. Further, said defendants have not shown that the (possibly partial) lien that they have asserted was reasonable in amount, nor have they shown that the amounts were reasonably necessary because of the injuries plaintiff suffered in said accident. Further, said defendants have not stated whether theirs is a capitated lien, and/or whether it is a lien for debts incurred and/or paid.

Therefore an actual controversy has arisen and now exists between plaintiff and said defendants concerning their respective rights and duties. Plaintiff seeks a judicial determination of her rights and duties, and a declaration as to whether defendants KAISER PERMANENTE INSURANCE COMPANY and DOES 31 - 40, and each of them, are entitled to any share of plaintiff's prospective recovery under her First Cause of Action herein, and if so, in what amount. A judicial determination is necessary and appropriate at this time under the circumstances in order that plaintiff may ascertain her rights and duties under her health insurance policy and/or with respect to defendants KAISER PERMANENTE INSURANCE COMPANY and DOES 31 - 40.

Plaintiff does not know the names or reasons for liability of those defendants sued as DOES 31 - 50, and therefore seeks leave to amend this complaint when the same have been ascertained.