

Sharon J. Arkin, Bar No. 154858  
Scott C. Glovsky, Bar No. 170477  
ARKIN & GLOVSKY  
225 S. Lake Avenue, Suite 1000  
Pasadena, CA 91101  
Telephone (626) 243-5598  
Facsimile (866) 294-2501

Attorneys for Plaintiffs

**FILED**  
LOS ANGELES SUPERIOR COURT

APR 08 2008

JOHN A. CLARKE, CLERK

BY SHAUNYA WEBLEY, DEPUTY

SUPERIOR COURT FOR THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES

BC388689

Case No.: \_\_\_\_\_

COMPLAINT AND DEMAND FOR JURY TRIAL

ANDREW A. ARCE, a minor, by and  
through his Guardian ad Litem,  
GUILLERMO ARCE; GUILLERMO  
ARCE, individually and on behalf of other  
similarly-situated persons,

Plaintiffs,

vs.

KAISER FOUNDATION HEALTH PLAN,  
INC., AND DOES 1 THROUGH 100,  
INCLUSIVE,

Defendants.

1. Breach of the Duty of Good Faith and Fair Dealing;
2. Breach of Contract; and
3. Business & Professions Code section 17200 (class action claims as to this cause of action only)

Plaintiff Andrew A. Arce, by and through his Guardian ad Litem, and plaintiff Guillermo Arce allege based on the knowledge of Guillermo Arce with respect to his own acts and information and belief with respect to all other matters:

///

///

///

///

FILED: BC388689 11/04/08  
RECEIPT #: 04/08/08 03:20:41 PM  
DATE PAID: 04/08/08 03:20:41 PM  
AMOUNT: \$320.00  
CASH: 320.00  
CHECK: 320.00  
CHANGE: 0.00  
CARD: 0.00

1 **GENERAL ALLEGATIONS**

2  
3 **1.**

4 **INTRODUCTION**

5  
6 1. This case highlights the importance of compliance with mandated medical standards  
7 with regard to the provision of care and treatment for children and adults diagnosed with a  
8 developmental disorder known as autism.

9 2. California's mental health parity law applicable to health care plans, Health & Safety  
10 Code section 1374.72, specifically requires that health care plans provide medically necessary  
11 diagnosis, care and treatment, including hospital care, doctor visits, outpatient services and  
12 prescription drugs, for treatment of specified mental illnesses at a level equal to the provision of  
13 benefits for physical illnesses. Section 1374.72(d)(7) specifically mandates that such coverage be  
14 provided by health care plans for medically necessary care and treatment of autism.

15 3. Despite this statutory mandate, defendant Kaiser Foundation Health Plan has a pattern  
16 and practice of persistently refusing to provide state-mandated health care and treatment for  
17 autism which is owed to its plan members under its health care contract. Rather than honoring its  
18 contract obligations and providing the medically necessary care and treatment, Kaiser has a  
19 pattern and practice of foisting its own contractual obligations onto the taxpayers by referring  
20 plan members with autism disorders to Regional Centers for treatment.

21 4. This action is intended to require Kaiser to honor its statutory and contractual  
22 obligations with respect to both plaintiff Andrew A. Arce and all other California plan members  
23 requiring medically necessary care and treatment for autism.

24  
25 **2.**

26 **THE PARTIES**

27 5. Plaintiff Andrew A. Arce ("Andrew") is a minor, born December 14, 2005, who is  
28 represented in this action by his father, Guillermo Arce as his Guardian ad Litem.

6. Plaintiff Guillermo Arce is the father of plaintiff Andrew A. Arce, a minor, and, as such is legally responsible for payment of all medical care and treatment provided to Andrew. Plaintiffs are both residents of the County of Los Angeles and the contract at issue in this action was entered into in Los Angeles County and the defendants' performance under the contract is owed in Los Angeles County.

7. Defendant Kaiser Foundation Health Plan (“Kaiser”) is a California corporation authorized to transact and transacting business in California with its principal place of business in California.

8. The true names or capacities, whether individual, corporate, associate, or otherwise, of defendants DOES 1 through 100, are unknown to plaintiffs, who therefore sue said defendants by such fictitious names. Each of the defendants sued herein as a DOE is legally responsible in some manner for the events and happenings referred to, and legally caused injury and damages proximately thereby to plaintiffs as herein alleged. DOES 1 through 100 are citizens and residents of the State of California. Plaintiffs will ask leave of this court to amend this complaint to insert their true names and capacities in place and instead of the fictitious names when the same become known to plaintiffs.

9. At all relevant times, defendants, and each of them, were joint venturers, independent contractors, or the agents and employees of each of the remaining defendants, and at all times may have been acting within the purpose and scope of said agency and employment, and if so, each defendant has ratified and approved the acts of his agent.

3.

## FACTUAL BACKGROUND

10. At all relevant times, Andrew has been covered under a health care plan issued by Kaiser. The material terms of the Kaiser plan require it to provide assessment, diagnosis and medically-necessary treatment to Andrew.

11. Pursuant to California's mental health parity law, Health & Safety Code section

1 1374.72, health care plans are required to provide medically necessary care and treatment,  
2 including hospital care, doctor visits, outpatient services and prescription drugs, for treatment of  
3 specified mental illnesses at a level equal to the provision of benefits for physical illnesses.  
4 Section 1374.72(d)(7) specifically mandates that such coverage must be provided by health care  
5 plans for medically necessary diagnosis, care and treatment of autism.

6 12. Andrew was born on December 14, 2005 and is currently 2-1/2 years old. Prior to  
7 December 2007 Andrew was diagnosed with a developmental disorder known as autism.

8 13. As the result of his diagnosis, Andrew sought evaluation and medically necessary  
9 treatment of his condition from Kaiser.

10 14. Despite Kaiser's contractual and statutory obligations to provide the care that  
11 Kaiser's own doctors have determined is medically necessary for him, Kaiser has consistently and  
12 persistently refused to provide such care and treatment for Andrew.

13 15. Kaiser has provided no reasonable basis for its refusal to comply with its contractual  
14 or statutory obligations with regard to providing medically necessary diagnosis, assessment,  
15 evaluation, treatment and care for Andrew.

16 16. Rather than providing the care required under its contract and by statute, Kaiser has a  
17 pattern and practice of referring autistic plan members to Regional Centers, which are  
18 government agencies funded by taxpayer dollars. Kaiser has, in fact, repeatedly and consistently  
19 refused to provide medically necessary care and treatment needed by Andrew and has, instead  
20 referred Andrew to his local Regional Center for care, thus transferring its contractual obligations  
21 to the taxpayers.

## 22 **FIRST CAUSE OF ACTION**

### 23 **(Breach of the Duty of Good Faith and Fair Dealing)**

24 PLAINTIFFS, FOR A FIRST CAUSE OF ACTION AGAINST DEFENDANT KAISER  
25 AND DOES 1 THROUGH 100, INCLUSIVE, AND EACH OF THEM, FOR BREACH OF THE  
26 DUTY OF GOOD FAITH AND FAIR DEALING, ALLEGE:

27 17. Plaintiffs incorporate by reference each and every paragraph of the General  
28

1 Allegations as though set forth in full in this cause of action.

2 18. Defendant Kaiser issued a health care plan contract to Andrew, the material terms of  
3 which include, without limitation, that Andrew was to have timely access to medically necessary  
4 diagnosis, assessment, evaluation, care and treatment for autism.

5 19. Kaiser breached its duty of good faith and fair dealing owed to Andrew by failing to  
6 provide him with timely access to medically necessary diagnosis, assessment, evaluation, care  
7 and treatment for autism.

8 20. Plaintiffs are informed and believe and thereon allege that Kaiser and Does 1-100,  
9 inclusive, have breached their duties of good faith and fair dealing owed to plaintiffs by other acts  
10 or omissions of which plaintiffs are presently unaware and which will be shown according to  
11 proof at the time of trial.

12 21. As a proximate result of the aforementioned unreasonable and bad faith conduct of  
13 defendants, plaintiffs have suffered, and will continue to suffer in the future, damages under the  
14 plan contract, plus interest, and other economic and consequential damages, for a total amount to  
15 be shown at the time of trial.

16 22. As a further proximate result of the aforementioned wrongful conduct of defendants  
17 as alleged in this cause of action, plaintiffs have suffered anxiety, worry, mental, and emotional  
18 distress, all to plaintiffs' general damage in a sum to be determined at the time of trial.

19 23. As a further proximate result of the aforementioned wrongful conduct of defendants  
20 as alleged in this cause of action, Andrew has suffered physical injury, including developmental  
21 delays and other physical injuries.

22 24. As a further proximate result of the unreasonable and bad faith conduct of defendants  
23 as alleged in this cause of action, plaintiffs were compelled to retain legal counsel and expend  
24 costs in an effort to obtain the benefits due under the plan contract. Therefore, defendants as  
25 alleged in this cause of action are liable to plaintiffs for those attorneys' fees and litigation costs  
26 reasonably necessary and incurred by plaintiffs in order to obtain the plan benefits in a sum to be  
27 determined at trial.

28 25. Defendants' conduct described herein was intended by the defendants to cause injury

1 to plaintiff or was despicable conduct carried on by the defendants with a willful and conscious  
2 disregard of the rights of plaintiffs, or subjected plaintiffs to cruel and unjust hardship in  
3 conscious disregard of plaintiffs' rights, or was an intentional misrepresentation, deceit, or  
4 concealment of a material fact known to the defendants with the intention to deprive plaintiffs of  
5 property, legal rights or to otherwise cause injury, such as to constitute malice, oppression or  
6 fraud under California Civil Code section 3294, thereby entitling plaintiffs to punitive damages in  
7 an amount appropriate to punish or set an example of defendants.

8 26. Defendants' conduct described herein was undertaken by the corporate defendants'  
9 officers or managing agents, identified herein as DOES 1 through 100, inclusive, who were  
10 responsible for claims supervision and operations, underwriting, communications and/or  
11 decisions. The aforementioned conduct of said managing agents and individuals was therefore  
12 undertaken on behalf of the corporate defendants. Said corporate defendants further had advance  
13 knowledge of the actions and conduct of said individuals whose action and conduct were ratified,  
14 authorized, and approved by managing agents whose precise identities are unknown to plaintiff at  
15 this time and are therefore identified and designated herein as DOES 1 through 100.

## 17 **SECOND CAUSE OF ACTION**

### 18 **(Breach of Contract)**

19 PLAINTIFFS, FOR A SECOND CAUSE OF ACTION AGAINST DEFENDANT  
20 KAISER AND DOES 1 THROUGH 100, INCLUSIVE, AND EACH OF THEM, FOR  
21 BREACH OF CONTRACT, ALLEGE:

22 27. Plaintiffs incorporate by reference each and every paragraph of the General  
23 Allegations as though set forth in full in this cause of action.

24 28. Defendant Kaiser issued a health care plan contract to Andrew, the material terms of  
25 which include, without limitation, that Andrew was to have timely access to medically necessary  
26 diagnosis, assessment, evaluation, care and treatment for autism.

27 29. Kaiser breached its contractual duties owed to Andrew by failing to provide him with  
28 timely access to medically necessary diagnosis, assessment, evaluation, care and treatment for

1 autism.

2 30. Plaintiffs are informed and believe and thereon allege that Kaiser and Does 1-100,  
3 inclusive, have breached their contractual duties owed to plaintiffs by other acts or omissions of  
4 which plaintiffs are presently unaware and which will be shown according to proof at the time of  
5 trial.

6 31. As a proximate result of the aforementioned unreasonable and bad faith conduct of  
7 defendants, plaintiffs have suffered, and will continue to suffer in the future, damages under the  
8 plan contract, plus interest, and other economic and consequential damages, for a total amount to  
9 be shown at the time of trial.

### 10 11 **THIRD CAUSE OF ACTION**

#### 12 **(Violation of Business & Professions Code section 17200)**

13 PLAINTIFFS, FOR A THIRD CAUSE OF ACTION AGAINST KAISER FOR  
14 VIOLATIONS OF BUSINESS & PROFESSIONS CODE SECTION 17200, ALLEGE:

15 32. Plaintiffs incorporate by reference each and every paragraph of the General  
16 Allegations as though set forth in full in this cause of action.

17 33. Kaiser's conduct as alleged above, in failing to comply with the standards, policies  
18 and procedures provided pursuant to Health & Safety Code section 1374.72 has committed acts of  
19 unfair competition as set forth in Business & Professions Code section 17200.

20 34. Plaintiffs are informed and believe and thereon allege that Kaiser's acts of unfair  
21 competition are continuing in nature.

22 35. Plaintiffs have suffered an injury in fact and have lost money or property as the  
23 result of Kaiser's conduct and respectfully request that injunction against Kaiser issue to enjoin it  
24 from continuing to engage in the unfair competition alleged herein.

25 36. Plaintiffs further respectfully request that the court order any other and further  
26 equitable relief deemed necessary by the court.

27 37. Plaintiffs respectfully request an award of attorneys' fees upon prevailing in the  
28 request for relief in this cause of action, pursuant to Code of Civil Procedure section 1021.5.

1 WHEREFORE, plaintiffs pray for judgment against defendants, and each of them, as  
2 follows:

3 AS TO THE FIRST CAUSE OF ACTION:

- 4 1. For special and general damages according to proof at the time of trial;  
5 2. For punitive damages;  
6 3. For attorney's fees and litigation costs;  
7 4. For costs of suit incurred herein; and  
8 5. For such other and further relief as the Court deems just and proper.  
9

10 AS TO THE SECOND CAUSE OF ACTION:

- 11 6. For special and general damages according to proof at the time of trial;  
12 7. For costs of suit incurred herein; and  
13 8. For such other and further relief as the Court deems just and proper.  
14

15 AS TO THE THIRD CAUSE OF ACTION:

- 16 9. For injunctive relief;  
17 10. For attorneys' fees pursuant to Code of Civil Procedure section 1021.5;  
18 11. For costs of suit incurred herein; and  
19 12. For such other and proper relief as the Court deems just and proper.

20 Dated this 8th day of April 2008, at Pasadena, California.

21  
22 ARKIN & GLOVSKY

23 By: Sharon J. Arkin  
24 SHARON J. ARKIN  
25 SCOTT C. GLOVSKY  
26 Attorney for Plaintiff  
27  
28



- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

ARKIN &amp; GLOVSKY

By: Sharon J. Arkin  
SHARON J. ARKIN  
SCOTT C. GLOVSKY  
Attorney for Plaintiff

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):

Sharon J. Arkin, Esq.  
 Scott C. Glovsky, Esq.  
 ARKIN & GLOVSKY  
 225 S. Lake Ave., Suite 1000  
 Pasadena, CA 91101

TELEPHONE NO.: 626.243.5598

FAX NO.: 866.294.2508

ATTORNEY FOR (Name): Plaintiffs

SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles

STREET ADDRESS: 111 N. Hill

MAILING ADDRESS: 111 N. Hill

CITY AND ZIP CODE: Los Angeles, CA 90012

BRANCH NAME: Stanley Mosk Courthouse

CASE NAME: Arce v. Kaiser

**FILED**

LOS ANGELES SUPERIOR COURT

APR 08 2008

JOHN A. CLARKE, CLERK

BY SHAUNYA WESLEY, DEPUTY

CASE NUMBER:

JUDGE: BC388689

DEPT:

**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)

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): Three (3)

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: April 8, 2008

Sharon J. Arkin, Esq.

(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

CM-010

**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

SHORT TITLE: Arce v. Kaiser

CASE NUMBER

BC388689

**CIVIL CASE COVER SHEET ADDENDUM AND STATEMENT OF LOCATION  
(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)**

**This form is required pursuant to LASC 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. Select 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 Los Angeles Superior Court Local Rule 2.0.

**Applicable Reasons for Choosing Courthouse Location (See Column C below)**

- |   |  |
|---|--|
| 1. Class Actions must be filed in the County 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.

	<b>A</b> Civil Case Cover Sheet Category No.	<b>B</b> Type of Action (Check only one)	<b>C</b> Applicable Reasons - See Step 3 Above
<b>Auto Tort</b>	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.
<b>Other Personal Injury/Property Damage/Wrongful Death Tort</b>	Asbestos (04)	<input type="checkbox"/> A6070 Asbestos Property Damage	2.
		<input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	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	1., 2., 4.
<input type="checkbox"/> A7240 Other Professional Health Care Malpractice		1., 2., 4.	
<b>Non-Personal Injury/Property Damage/Wrongful Death Tort</b>	Other Personal Injury Property Damage Wrongful Death (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall)	1., 2., 4.
		<input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.)	1., 2., 4.
		<input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress	1., 2., 3.
		<input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death	1., 2., 4.
Business Tort (07)	<input type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1., 2., 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.	

SHORT TITLE: Arce v. Kaiser		CASE NUMBER
A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
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 - Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2., 6.
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.

SHORT TITLE: Arce v. Kaiser

CASE NUMBER

	<b>A</b> Civil Case Cover Sheet Category No.	<b>B</b> Type of Action (Check only one)	<b>C</b> Applicable Reasons - See Step 3 Above
Judicial Review (Cont'd.)	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.

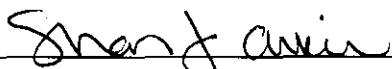
SHORT TITLE: Arce v. Kaiser	CASE NUMBER
-----------------------------	-------------

Item III. Statement of Location: Enter the address of the accident, party's residence or place of business, performance, or other circumstance indicated in Item II., Step 3 on Page 1, as the proper reason for filing in the court location you selected.

REASON: CHECK THE NUMBER UNDER COLUMN C WHICH APPLIES IN THIS CASE			ADDRESS:
<input checked="" type="checkbox"/> 1. <input type="checkbox"/> 2. <input 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.			50 Weest Mountain Street, Unit 10
CITY:	STATE:	ZIP CODE:	
Pasadena	CA	91103-3030	

Item IV. Declaration of Assignment: I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that the above-entitled matter is properly filed for assignment to the Stanley Mosk Courthouse courthouse in the Central District of the Los Angeles Superior Court (Code Civ. Proc., § 392 et seq., and LASC Local Rule 2.0, subds. (b), (c) and (d)).

Dated: April 8, 2008

  
(SIGNATURE OF ATTORNEY/FILING PARTY)  
Sharon J. Arkin

**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 form CM-010.
4. Complete Addendum to Civil Case Cover Sheet form LACIV 109 (Rev 01/07), LASC Approved 03-04.
5. Payment in full of the filing fee, unless fees have been waived.
6. Signed order appointing the Guardian ad Litem, JC form FL-935, if the plaintiff or petitioner is a minor under 18 years of age, or if required by Court.
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.