

SUMMONS (CITACION JUDICIAL)

**NOTICE TO DEFENDANT: HEALTH NET, INC.; HEALTH NET
(AVISO AL DEMANDADO): COMMUNITY SOLUTIONS, INC.; ANGELES
IPA, INC.; and DOES 1 through 100, inclusive,**

**YOU ARE BEING SUED BY PLAINTIFF: JOSE NUNEZ, an individual,
(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

CONFORMED COPY
ORIGINAL FILED
Superior Court of California
County of Los Angeles

DEC 29 2017

Sherri R. Carter, Executive Officer/Clerk

By M. Soto, Deputy

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case.

¡AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:

(El nombre y dirección de la corte es):

Superior Court of California, County of Los Angeles
111 North Hill Street

Los Angeles, California 90012

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is: Scott C. Glovsky

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Law Offices of Scott Glovsky, APC

1100 E. Green Street, Suite 200, Pasadena, CA 91106

DATE:
(Fecha)

DEC 29 2017

SHERRI R. CARTER

Clerk, by
(Secretario)

(626) 243-5598

M. Soto

Deputy
(Adjunto)

CASE NUMBER:
(Número del Caso):

BC 688713

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

(SEAL)

NOTICE TO THE PERSON SERVED: You are served

- ☐ as an individual defendant.
- ☐ as the person sued under the fictitious name of (specify):

- ☐ on behalf of (specify):

under: ☐ CCP 416.10 (corporation)

☐ CCP 416.20 (defunct corporation)

☐ CCP 416.40 (association or partnership)

☐ other (specify):

- ☐ by personal delivery on (date):

☐ CCP 416.60 (minor)

☐ CCP 416.70 (conservatee)

☐ CCP 416.90 (authorized person)

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Scott C. Glovsky SBN: 170477 Law Offices of Scott Glovsky, APC 1100 E. Green Street, Suite 200, Pasadena, CA 91106 TELEPHONE NO.: (626) 243-5598 FAX NO.: (866) 243-2243 ATTORNEY FOR (Name): Plaintiff Jose Nunez		FOR COURT USE ONLY CONFORMED COPY ORIGINAL FILED Superior Court of California County of Los Angeles DEC 29 2017 Sherri R. Carter, Executive Officer/Clerk By <u>M. Soto</u> , Deputy Moses Soto	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES STREET ADDRESS: 111 North Hill Street MAILING ADDRESS: CITY AND ZIP CODE: Los Angeles, 90012 BRANCH NAME: Stanley Mosk Courthouse on Hill St.		CASE NAME: Jose Nunez v. Health Net, Inc., et al.	
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: BC 688713 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) |
|--|---|--|
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
b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
c. <input type="checkbox"/> Substantial amount of documentary evidence | d. <input type="checkbox"/> Large number of witnesses
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
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): 4 (four)
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: December 29, 2017

Scott C. Glovsky

(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

SHORT TITLE: Jose Nunez v. Health Net, Inc., et al.

CASE NUMBER

BC 688713

**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 2.3 in all new civil case filings in the Los Angeles Superior Court.

Step 1: After completing the Civil Case Cover Sheet (Judicial Council form CM-010), find the exact case type in Column A that corresponds to the case type indicated in the Civil Case Cover Sheet.

Step 2: In Column B, check the box for the type of action that best describes the nature of the case.

Step 3: In Column C, circle the number which explains the reason for the court filing location you have chosen.

Applicable Reasons for Choosing Court Filing Location (Column C)

- | | |
|--|--|
| 1. Class actions must be filed in the Stanley Mosk Courthouse, Central District. | 7. Location where petitioner resides. |
| 2. Permissive filing in central district. | 8. Location wherein defendant/respondent functions wholly. |
| 3. Location where cause of action arose. | 9. Location where one or more of the parties reside. |
| 4. Mandatory personal injury filing in North District. | 10. Location of Labor Commissioner Office. |
| 5. Location where performance required or defendant resides. | 11. Mandatory filing location (Hub Cases – unlawful detainer, limited non-collection, limited collection, or personal injury). |
| 6. Location of property or permanently garaged vehicle. | |

	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, 4, 11
	Uninsured Motorist (46)	<input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist	1, 4, 11
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	1, 11 1, 11
	Product Liability (24)	<input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)	1, 4, 11
	Medical Malpractice (45)	<input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons	1, 4, 11
		<input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1, 4, 11
	Other Personal Injury Property Damage Wrongful Death (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall)	1, 4, 11
		<input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.)	1, 4, 11
		<input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress	1, 4, 11
		<input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death	1, 4, 11

SHORT TITLE: Jose Nunez v. Health Net, Inc., et al.

CASE NUMBER

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Non-Personal Injury/ Property Damage/ Wrongful Death Tort	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
	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	1, 2, 3
Employment	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
Contract	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 <input type="checkbox"/> A6034 Collections Case-Purchased Debt (Charged Off Consumer Debt Purchased on or after January 1, 2014)	5, 6, 11 5, 11 5, 6, 11
	Insurance Coverage (18)	<input checked="" type="checkbox"/> A6015 Insurance Coverage (not complex)	1, 2, 5, 6
	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, 9
	Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation Number of parcels _____	2, 6
Real Property	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)	6, 11
Unlawful Detainer	Unlawful Detainer-Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	6, 11
	Unlawful Detainer- Post-Foreclosure (34)	<input type="checkbox"/> A6020F Unlawful Detainer-Post-Foreclosure	2, 6, 11
	Unlawful Detainer-Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2, 6, 11

SHORT TITLE: Jose Nunez v. Health Net, Inc., et al.

CASE NUMBER

	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, 3, 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, 5, 11 2, 6 2, 9 2, 8 2, 8 2, 8, 9	
	RICO (27)	<input type="checkbox"/> A6033 Racketeering (RICO) Case	1, 2, 8	
	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/Change of Gender <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, 8 2, 9

SHORT TITLE: Jose Nunez v. Health Net, Inc., et al.

CASE NUMBER

Step 4: Statement of Reason and Address: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected. Enter the address which is the basis for the filing location, including zip code. (No address required for class action cases).

REASON: <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 checked="" type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10. <input type="checkbox"/> 11.			ADDRESS: 21650 Oxnard Street
CITY: Woodland Hills	STATE: CA	ZIP CODE: 91367	

Step 5: Certification of Assignment: I certify that this case is properly filed in the Central _____ District of the Superior Court of California, County of Los Angeles [Code Civ. Proc., §392 et seq., and Local Rule 2.3(a)(1)(E)].

Dated: December 29, 2017

(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. 02/16).
5. Payment in full of the filing fee, unless there is court order for waiver, partial or scheduled payments.
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.

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ORIGINAL FILED
Superior Court of California
County of Los Angeles

DEC 29 2017

Sherri R. Carter, Executive Officer/Clerk
By M. Soto, Deputy
Moses Soto

11 SUPERIOR COURT FOR THE STATE OF CALIFORNIA
12 FOR THE COUNTY OF LOS ANGELES
13
14

15 JOSE NUNEZ, an individual,

16 Plaintiff,

17 vs.

18 HEALTH NET, INC.; HEALTH NET
19 COMMUNITY SOLUTIONS, INC.;
20 ANGELES IPA, INC.; and DOES 1 through
100, inclusive,

21 Defendants.
22
23
24
25

Case No.: **BC 6 8 8 7 1 3**

COMPLAINT AND DEMAND FOR JURY
TRIAL

1. Breach of Contract;
2. Breach of Implied Covenant;
3. Violation of Civil Code § 3428;
4. Negligence

26 Plaintiff Jose Nunez, as an individual, alleges based on his personal knowledge with
27 respect to his own acts and on information and belief with respect to all other matters:
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GENERAL ALLEGATIONS

1.

INTRODUCTION

1. Health Net and the medical group with which it contracted to provide plaintiff Jose Nunez ("Jose") with medical care, Angeles IPA, failed to provide plaintiff with timely and medically necessary treatment violating their legal and contractual obligations. Specifically, plaintiff needed urgent eye surgery and each time he had set up the surgery with in-network providers, defendants would deny coverage for the surgery and shift plaintiff to a new doctor or refuse coverage for the doctor's surgical center. Defendants' actions caused a nearly three month delay. As a result of the delay, Jose is now permanently blind in one eye a result that was completely avoidable had defendants not delayed care.

2. Jose's problems getting care from Health Net is not an isolated occurrence but part of a larger systemic issue. Health Net knows and knew that it did not have sufficient specialists and surgical centers within it and its medical groups' provider networks. In March of 2017, Medi-Cal performed an audit and found that Health Net "did not maintain an adequate number of specialists within its network." It also found that "member grievances on referral for services and availability of appointments with specialists were among the highest complaints." By keeping its network small, Health Net has been able to record billion dollar profits for insurance plans like Jose's. However, because of insufficient provider network, Jose and other members have been unable to get medically necessary care in a timely fashion leading to severe injuries which in Jose's circumstance has meant total and irreparable blindness in one eye.

2.

THE PARTIES

3. Plaintiff Jose Nunez ("Jose") is a member of a Health Net health service plan contract (Member ID Number: 91336982E). At all times relevant to this action, Jose has resided in the county of Los Angeles. As a result of defendants' actions, one of his eyes is permanently blind.

1 4. Defendant Angeles IPA ("Angeles") is, and at all relevant times was, a medical
2 corporation duly organized and existing under and by virtue of the laws of the State of California
3 and authorized to transact and transacting business in the State of California, with its headquarters
4 in the County of Los Angeles. It is a professional medical corporation engaged in the business of
5 acting as a capitated provider of health care services.

6 5. Defendant Health Net, Inc. is, and at all relevant times was, a corporation duly
7 organized and existing under and by virtue of the laws of the State of Delaware, and authorized to
8 transact and transacting business in the State of California. Health Net, Inc., a Woodland Hills,
9 California-based publicly traded company, is one of the nation's largest healthcare providers,
10 providing healthcare coverage to millions of Americans nationwide.

11 6. Defendant Health Net Community Solutions, Inc. is, and at all relevant times was,
12 a corporation duly organized and existing under and by virtue of the laws of the State of
13 California and authorized to transact and transacting business in the State of California, with its
14 headquarters in the County of Los Angeles.

15 7. Plaintiff alleges that there exists, and at all times mentioned existed, a unity of
16 interest and ownership between defendants Health Net, Inc. and Health Net Community
17 Solutions, Inc. such that any individuality and separateness between them has ceased, and
18 defendant Health Net, Inc. is the alter ego of defendant Health Net Community Solutions, Inc. in
19 that Health Net Community Solutions, Inc. is, and at all times herein mentioned was, a mere shell,
20 instrumentality, and conduit through which defendant Health Net, Inc. carried on its business in
21 the State of California. As a result, Health Net, Inc. and Health Net Community Solutions, Inc.
22 are collectively referred to herein as "Health Net."

23 8. Adherence to the fiction of the separate existence of defendant Health Net, Inc. as
24 an entity distinct from Health Net Community Solutions, Inc. would permit an abuse of the
25 corporate privilege and would promote injustice by protecting defendant Health Net, Inc. from
26 prosecution for the wrongful acts committed by it under the name Health Net Community
27 Solutions, Inc.

28 9. Additionally, plaintiff is informed and believes that defendants, in a joint venture

1 to provide the services that are the subject of this lawsuit, were employees of Health Net, Inc.
2 Plaintiff is also informed and believes that many of the policies and practices that were utilized in
3 connection with the requests for benefits that are the subject of this lawsuit were those of Health
4 Net, Inc.

5 10. The true names and capacities, whether individual, corporate, associate or
6 otherwise, of defendants named herein as Does 1 through 100, inclusive, are unknown to plaintiff,
7 who therefore sues said defendants by such fictitious names. Each of the defendants named
8 herein as a Doe is responsible in some manner for the events and happenings hereinafter referred
9 to, and some of plaintiff's damages as herein alleged were proximately caused by such
10 defendants. Plaintiff will seek leave to amend this complaint to show said defendants' true names
11 and capacities when the same have been ascertained.

12 11. At all times mentioned herein, each of the defendants was the agent or employee
13 of each of the other defendants, or an independent contractor, or joint venturer, and in doing the
14 things herein alleged, each such defendant was acting within the purpose and scope of said
15 agency and/or employment and with the permission and consent of each other defendant.

16
17 **3.**

18 **FACTUAL BACKGROUND**

19 12. At all relevant times, Jose Nunez ("Jose") has been covered under a health care
20 plan issued by Health Net. The material terms of the Health Net plan require it to provide timely
21 assessment, diagnosis and medically necessary treatment to Jose.

22 13. In or about mid-August of 2016, Jose had an appointment with his eye surgeon,
23 Dr. Khaled Tawansy, to prepare for a retina eye operation on one of his eyes. Jose had previously
24 sought care from Dr. Tawansy because Dr. Tawansy was an in-network physician. However,
25 shortly before the visit, Dr. Tawansy's office called Jose to inform him that his insurance was no
26 longer covering his visits with Dr. Tawansy and that he would need to contact it to find a new
27 doctor to perform the planned surgery.

28 14. On or about August 11, 2016, Jose called both Angeles IPA and Health Net to

1 request a new specialist who could perform the medically necessary retina surgery. He was given
2 only one name as a referral but when he followed up with that doctor, he learned that the doctor
3 was a cataract specialist and told Jose that he needs a retina specialist for his surgery.

4 15. The cataract specialist referred him to Dr. Sandeep Khanna who scheduled the
5 surgery for August 31, 2016. On August 30, 2016, defendants denied approval for the hospital at
6 which the surgery was to take place.

7 16. Both Jose and Dr. Khanna's office contacted defendants multiple times for
8 approval for Dr. Khanna's surgery on Jose's eye but were told that the surgery was not a priority
9 and the approval was being delayed. Jose and Dr. Khanna continued to contact defendants
10 through August, September and October of 2016.

11 17. In or about mid-November of 2016, defendants finally approved the surgery and
12 the surgery proceeded on November 28, 2016, nearly three months since it would have been
13 provided absent defendants' delays.

14 18. As a result of defendants' failure to provide Jose with the medically necessary
15 services that he needed and access to a competent and qualified surgeon who could provide such
16 services in a timely manner, Jose has suffered complete blindness in one eye. Further,
17 defendants' actions have caused Jose to suffer from severe anxiety and emotional distress.

18 19 FIRST CAUSE OF ACTION

20 (Breach of Contract)

21 PLAINTIFF JOSE NUNEZ, FOR A FIRST CAUSE OF ACTION AGAINST
22 DEFENDANT HEALTH NET AND DOES 1 THROUGH 100, INCLUSIVE, AND EACH OF
23 THEM, FOR BREACH OF CONTRACT, ALLEGES:

24 19. Plaintiff incorporates by reference each and every of the foregoing paragraphs as
25 though set forth in full in this cause of action.

26 20. In exchange for periodic payments, defendant Health Net entered into a written
27 contract to provide health care coverage to plaintiff. The material terms of this contract include,
28 without limitation, that plaintiff was to have timely access to coverage for medically necessary

1 diagnosis, assessment, evaluation, care and treatment and that defendant would provide such
2 services. This includes coverage for specialists and referral care.

3 21. In the contract, Health Net also agreed to provide Jose with specialist care when he
4 needs care that his primary care physician cannot provide and to do so in a timely manner.

5 22. Health Net breached these terms by: a) failing to authorize or otherwise arrange for
6 treatment, whether the providers were in or outside of Jose's network, after being advised by
7 plaintiff of his urgent condition; b) failing to authorize the proper referral to a specialist or
8 otherwise arrange for treatment, and thereby comply with its requirement to provide timely
9 specialist care; c) failing to authorize the proper referral to a specialist or otherwise arrange for
10 treatment, and thereby fulfill its promise to provide timely specialist care, despite knowledge that
11 Angeles was not fulfilling its duty and treatment obligations under the plan and Health Net's
12 knowledge that Angeles was not authorizing plaintiff's needed treatment.

13 23. As a proximate cause of defendant's breach, Jose has suffered physical injury,
14 economic loss, and emotional distress, all in a sum to be proven at trial.

15 16 **SECOND CAUSE OF ACTION**

17 **(Breach of Implied Covenant of Good Faith and Fair Dealing)**

18 PLAINTIFF JOSE NUNEZ, FOR A SECOND CAUSE OF ACTION AGAINST
19 DEFENDANT HEALTH NET AND DOES 1 THROUGH 100, INCLUSIVE, AND EACH OF
20 THEM, FOR BREACH OF IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING,
21 ALLEGES:

22 24. Plaintiff incorporates by reference each and every of the foregoing paragraphs as
23 though set forth in full in this cause of action.

24 25. Plaintiff was covered under the terms of a health plan with Health Net, as alleged
25 herein. Implied into this and every other health plan contract, is an implied duty of good faith and
26 fair dealing.

27 26. Defendant has breached its duty of good faith and fair dealing to Jose Nunez in the
28 following respects:

- a. Unreasonably delaying coverage for a covered service;
- b. Failing to authorize or otherwise arrange for treatment, whether the providers were in or out-of-network, after being advised by plaintiff of his urgent condition;
- c. Unreasonably failing to give at least as much consideration to plaintiff's interests and welfare in the investigation and handling of his claims as it gave its own interests;
- d. Unreasonably engaging in a pattern and practice of failing to give at least as much consideration to its members' interests and welfare in the investigation and handling of his claims as it gave its own interests;
- e. Unreasonably and in bad faith compelling plaintiff to litigate to recover benefits due to him;
- f. Failing to authorize the proper referral to a specialist or otherwise arrange for treatment, and thereby fulfill its promise to provide timely specialist care, despite knowledge that Health Net was not fulfilling its duty and treatment obligations under the plan and Health Net's knowledge that Health Net was not authorizing plaintiff's needed treatment.

27. Plaintiff is informed and believes and thereon alleges that defendant and Does 1-100, inclusive, have breached their duties of good faith and fair dealing owed to plaintiff by other acts or omissions of which plaintiff is presently unaware and which will be shown according to proof at the time of trial.

28. As a proximate result of the aforementioned unreasonable and bad faith conduct of defendants, plaintiff has suffered, and will continue to suffer in the future, damages under the plan contract, plus interest, physical injury damages, and other economic and consequential damages, for a total amount to be shown at the time of trial.

29. As a further proximate result of the unreasonable and bad faith conduct of defendants as alleged in this cause of action, plaintiff was compelled to retain legal counsel and expend costs in an effort to obtain the benefits due under the plan contract. Therefore, defendants

1 as alleged in this cause of action are liable to plaintiff for those attorneys' fees and litigation costs
2 reasonably necessary and incurred by plaintiff in order to obtain the plan benefits in a sum to be
3 determined at trial.

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

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

20
21 **THIRD CAUSE OF ACTION**

22 **(Violation of Civil Code Section 3428)**

23 PLAINTIFF JOSE NUNEZ, FOR A THIRD CAUSE OF ACTION AGAINST
24 DEFENDANTS AND DOES 1 THROUGH 100, INCLUSIVE, AND EACH OF THEM, FOR
25 VIOLATION OF CIVIL CODE SECTION 3428, ALLEGES:

26 32. Plaintiff incorporates by reference each and every of the foregoing paragraphs as
27 though set forth in full in this cause of action.

28 33. Defendants failed to exercise ordinary care to arrange for the provision of

1 medically necessary health care services to Jose Nunez. Defendants also failed to promptly
2 authorize treatment, whether the providers were in or out of plaintiff's network, after plaintiff
3 advised them of his urgent condition.

4 34. Defendants knew or should have known of the substantial harm that would result if
5 plaintiff's treatment was delayed. Defendant also failed to exercise ordinary care by relying on
6 Health Net to authorize the proper referral to a specialist.

7 35. Defendants' delay in authorizing treatment for Jose's injury caused him substantial
8 harm.

9 36. There was no "independent medical review" process or any other administrative or
10 internal remedy for plaintiff to exhaust as there was no such process that applied to defendants'
11 delay in authorizing the necessary services that plaintiff sought. Additionally, plaintiff made
12 numerous complaints to Health Net and Angeles. At no time did either suggest that any
13 independent review process was available to address the delay plaintiff was encountering or
14 attempt to remedy the delays through expedited review. Further, even if an independent review
15 process existed, and plaintiff used it, the process would not have been completed by the time
16 plaintiff suffered the substantial harm referenced above.

17 37. As a proximate cause of defendants' acts, plaintiff has suffered permanent injury,
18 economic harm, and emotional distress.

19 38. Defendants' conduct described herein was intended by the defendants to cause
20 injury to plaintiff or was despicable conduct carried on by the defendants with a willful and
21 conscious disregard of the rights of plaintiff, or subjected plaintiff to cruel and unjust hardship in
22 conscious disregard of plaintiff's rights, or was an intentional misrepresentation, deceit, or
23 concealment of a material fact known to the defendants with the intention to deprive plaintiff of
24 property, legal rights or to otherwise cause injury, such as to constitute malice, oppression or
25 fraud under California Civil Code section 3294, thereby entitling plaintiff to punitive damages in
26 an amount appropriate to punish or set an example of defendants.

27 39. Defendants' conduct described herein was undertaken by the corporate defendants'
28 officers or managing agents, identified herein as DOES 1 through 100, inclusive, who were

1 responsible for claims supervision and operations, underwriting, communications and/or
2 decisions. The aforementioned conduct of said managing agents and individuals was therefore
3 undertaken on behalf of the corporate defendants. Said corporate defendants further had advance
4 knowledge of the actions and conduct of said individuals whose action and conduct were ratified,
5 authorized, and approved by managing agents whose precise identities are unknown to plaintiff at
6 this time and are therefore identified and designated herein as DOES 1 through 100.

7
8 **FOURTH CAUSE OF ACTION**

9 **(Negligence)**

10 PLAINTIFF JOSE NUNEZ, FOR A FOURTH CAUSE OF ACTION AGAINST
11 DEFENDANTS AND DOES 1 THROUGH 100, INCLUSIVE, AND EACH OF THEM, FOR
12 NEGLIGENCE, ALLEGES:

13 40. Plaintiff incorporates by reference each and every paragraph of the General
14 Allegations as though set forth in full in this cause of action.

15 41. Defendants owed plaintiff a duty of care which includes a duty to provide him
16 with medically necessary coverage and access to treatment in a reasonable period of time as they
17 had promised to him they would.

18 42. Defendants breached this duty by failing to provide Jose with coverage and timely
19 access to an ophthalmological specialist qualified to provide Jose with the diagnosis, surgery and
20 treatment that he needed.

21 43. As a result of defendants' breaches, Jose missed the time period in which he could
22 receive necessary eye surgery and Jose has suffered permanent physical injury, economic harm,
23 and suffered emotional distress.

24
25
26 WHEREFORE, plaintiff prays for judgment against defendants, and each of them, as
27 follows:

28 AS TO THE FIRST CAUSE OF ACTION:

- 1 1. For special and general damages according to proof at the time of trial;
2 2. For costs of suit incurred herein; and
3 3. For such other and further relief as the Court deems just and proper.
4

5 AS TO THE SECOND CAUSE OF ACTION:

- 6 4. For special and general damages according to proof at the time of trial;
7 5. For punitive damages;
8 6. For costs of suit incurred herein; and
9 7. For such other and further relief as the Court deems just and proper.
10

11 AS TO THE THIRD CAUSE OF ACTION:

- 12 8. For special and general damages according to proof at the time of trial;
13 9. For punitive damages;
14 10. For costs of suit incurred herein; and
15 11. For such other and further relief as the Court deems just and proper.
16

17 AS TO THE FOURTH CAUSE OF ACTION:

- 18 12. For special and general damages according to proof at the time of trial;
19 13. For costs of suit incurred herein; and
20 14. For such other and further relief as the Court deems just and proper.
21

22 Dated this 29th day of December 2017, at Pasadena, California.
23

24 LAW OFFICES OF SCOTT C. GLOVSKY

25
26 By: 

27 SCOTT C. GLOVSKY
28 ARI DYBNIS
Attorneys for Plaintiff

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial by jury.

DATED: December 29, 2017

LAW OFFICES OF SCOTT GLOVSKY, APC

By: 

SCOTT C. GLOVSKY

ARI DYBNIS

Attorneys for Plaintiff

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES
NOTICE OF CASE ASSIGNMENT - UNLIMITED CIVIL CASE - IC**

Case Number _____

BC 688713

THIS FORM IS TO BE SERVED WITH THE SUMMONS AND COMPLAINT

Your case is assigned for all purposes to the judicial officer indicated below.

ASSIGNED JUDGE			DEPT	ROOM	ASSIGNED JUDGE			DEPT	ROOM
	Hon. Debre K. Weintraub		1	534		Hon. Elizabeth Allen White		48	506
	Hon. Barbara A. Meiers		12	636		Hon. Deirdre Hill		49	509
	Hon. Terry A. Green		14	300		Hon. Teresa A. Beaudet		50	508
	Hon. Richard Fruin		15	307		Hon. Michael J. Raphael		51	511
	Hon. Rita Miller		16	306		Hon. Susan Bryant-Deason		52	510
	Hon. Richard E. Rico		17	309		Hon. Howard L. Halm		53	513
	Hon. Stephanie Bowick		19	311		Hon. Ernest M. Hiroshige		54	512
	Hon. Dalila Corral Lyons		20	310		Hon. Malcolm H. Mackey		55	515
	Hon. Robert L. Hess		24	314		Hon. Michael Johnson		56	514
	Hon. Yvette M. Palazuelos		28	318		Hon. John P. Doyle		58	516
	Hon. Barbara Scheper		30	400	X	Hon. Gregory Keosian		61	732
	Hon. Samantha Jessner		31	407		Hon. Michael L. Stern		62	600
	Hon. Daniel S. Murphy		32	406		Hon. Mark Mooney		68	617
	Hon. Michael P. Linfield		34	408		Hon. William F. Fahey		69	621
	Hon. Gregory Alarcon		36	410		Hon. Monica Bachner		71	729
	Hon. Marc Marmaro		37	413		Hon. Ruth Ann Kwan		72	731
	Hon. Maureen Duffy-Lewis		38	412		Hon. Rafael Ongkeko		73	733
	Hon. Elizabeth Feffer		39	415		Hon. Michelle Williams Court		74	735
	Hon. David Sotelo		40	414		Hon. Gail Ruderman Feuer		78	730
	Hon. Holly E. Kendig		42	416					
	Hon. Mel Red Recana		45	529					
	Hon. Frederick C. Shaller		46	500					
	Hon. Randolph Hammock		47	507					

Given to the Plaintiff/Cross-Complainant/Attorney of Record on _____
(Date)

SHERRI R. CARTER, Executive Officer/Clerk of Court

By _____, Deputy Clerk

VOLUNTARY EFFICIENT LITIGATION STIPULATIONS

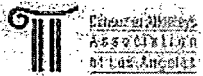


Superior Court of California
County of Los Angeles



Los Angeles County
Bar Association
Litigation Section

Los Angeles County
Bar Association Labor and
Employment Law Section



Consumer Attorneys
Association of Los Angeles



Southern California
Defense Counsel



Association of
Business Trial Lawyers



California Employment
Lawyers Association

The Early Organizational Meeting Stipulation, Discovery Resolution Stipulation, and Motions in Limine Stipulation are voluntary stipulations entered into by the parties. The parties may enter into one, two, or all three of the stipulations; however, they may not alter the stipulations as written, because the Court wants to ensure uniformity of application. These stipulations are meant to encourage cooperation between the parties and to assist in resolving issues in a manner that promotes economic case resolution and judicial efficiency.

The following organizations endorse the goal of promoting efficiency in litigation and ask that counsel consider using these stipulations as a voluntary way to promote communications and procedures among counsel and with the court to fairly resolve issues in their cases.

◆ Los Angeles County Bar Association Litigation Section ◆

◆ Los Angeles County Bar Association
Labor and Employment Law Section ◆

◆ Consumer Attorneys Association of Los Angeles ◆

◆ Southern California Defense Counsel ◆

◆ Association of Business Trial Lawyers ◆

◆ California Employment Lawyers Association ◆

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:		STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.: E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name):		FAX NO. (Optional):	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES			
COURTHOUSE ADDRESS:			
PLAINTIFF:			
DEFENDANT:			CASE NUMBER:
STIPULATION – DISCOVERY RESOLUTION			

This stipulation is intended to provide a fast and informal resolution of discovery issues through limited paperwork and an informal conference with the Court to aid in the resolution of the issues.

The parties agree that:

1. Prior to the discovery cut-off in this action, no discovery motion shall be filed or heard unless the moving party first makes a written request for an Informal Discovery Conference pursuant to the terms of this stipulation.
2. At the Informal Discovery Conference the Court will consider the dispute presented by parties and determine whether it can be resolved informally. Nothing set forth herein will preclude a party from making a record at the conclusion of an Informal Discovery Conference, either orally or in writing.
3. Following a reasonable and good faith attempt at an informal resolution of each issue to be presented, a party may request an Informal Discovery Conference pursuant to the following procedures:
 - a. The party requesting the Informal Discovery Conference will:
 - i. File a Request for Informal Discovery Conference with the clerk's office on the approved form (copy attached) and deliver a courtesy, conformed copy to the assigned department;
 - ii. Include a brief summary of the dispute and specify the relief requested; and
 - iii. Serve the opposing party pursuant to any authorized or agreed method of service that ensures that the opposing party receives the Request for Informal Discovery Conference no later than the next court day following the filing.
 - b. Any Answer to a Request for Informal Discovery Conference must:
 - i. Also be filed on the approved form (copy attached);
 - ii. Include a brief summary of why the requested relief should be denied;

SHORT TITLE:	CASE NUMBER:
--------------	--------------

The following parties stipulate:

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

➤

(ATTORNEY FOR PLAINTIFF)

➤

(ATTORNEY FOR DEFENDANT)

➤

(ATTORNEY FOR DEFENDANT)

➤

(ATTORNEY FOR DEFENDANT)

➤

(ATTORNEY FOR _____)

➤

(ATTORNEY FOR _____)

➤

(ATTORNEY FOR _____)

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:		STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.: E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name):		FAX NO. (Optional):	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES			
COURTHOUSE ADDRESS:			
PLAINTIFF:			
DEFENDANT:			CASE NUMBER:
STIPULATION – EARLY ORGANIZATIONAL MEETING			

This stipulation is intended to encourage cooperation among the parties at an early stage in the litigation and to assist the parties in efficient case resolution.

The parties agree that:

1. The parties commit to conduct an initial conference (in-person or via teleconference or via videoconference) within 15 days from the date this stipulation is signed, *to discuss and consider whether there can be agreement on the following:*
 - a. Are motions to challenge the pleadings necessary? If the issue can be resolved by amendment as of right, or if the Court would allow leave to amend, could an amended complaint resolve most or all of the issues a demurrer might otherwise raise? If so, the parties agree to work through pleading issues so that a demurrer need only raise issues they cannot resolve. Is the issue that the defendant seeks to raise amenable to resolution on demurrer, or would some other type of motion be preferable? Could a voluntary targeted exchange of documents or information by any party cure an uncertainty in the pleadings?
 - b. Initial mutual exchanges of documents at the "core" of the litigation. (For example, in an employment case, the employment records, personnel file and documents relating to the conduct in question could be considered "core." In a personal injury case, an incident or police report, medical records, and repair or maintenance records could be considered "core.");
 - c. Exchange of names and contact information of witnesses;
 - d. Any insurance agreement that may be available to satisfy part or all of a judgment, or to indemnify or reimburse for payments made to satisfy a judgment;
 - e. Exchange of any other information that might be helpful to facilitate understanding, handling, or resolution of the case in a manner that preserves objections or privileges by agreement;
 - f. Controlling issues of law that, if resolved early, will promote efficiency and economy in other phases of the case. Also, when and how such issues can be presented to the Court;
 - g. Whether or when the case should be scheduled with a settlement officer, what discovery or court ruling on legal issues is reasonably required to make settlement discussions meaningful, and whether the parties wish to use a sitting judge or a private mediator or other options as

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:		STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.:		FAX NO. (Optional):	
E-MAIL ADDRESS (Optional):			
ATTORNEY FOR (Name):			
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES			
COURTHOUSE ADDRESS:			
PLAINTIFF:			
DEFENDANT:			
INFORMAL DISCOVERY CONFERENCE (pursuant to the Discovery Resolution Stipulation of the parties)			CASE NUMBER:

1. This document relates to:

☐
☐

Request for Informal Discovery Conference
 Answer to Request for Informal Discovery Conference

2. Deadline for Court to decide on Request: _____ (insert date 10 calendar days following filing of the Request).
3. Deadline for Court to hold Informal Discovery Conference: _____ (insert date 20 calendar days following filing of the Request).
4. For a Request for Informal Discovery Conference, briefly describe the nature of the discovery dispute, including the facts and legal arguments at issue. For an Answer to Request for Informal Discovery Conference, briefly describe why the Court should deny the requested discovery, including the facts and legal arguments at issue.

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:		STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.:		FAX NO. (Optional):	
E-MAIL ADDRESS (Optional):			
ATTORNEY FOR (Name):			
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES			
COURTHOUSE ADDRESS:			
PLAINTIFF:			
DEFENDANT:			
STIPULATION AND ORDER – MOTIONS IN LIMINE			CASE NUMBER:

This stipulation is intended to provide fast and informal resolution of evidentiary issues through diligent efforts to define and discuss such issues and limit paperwork.

The parties agree that:

1. At least ____ days before the final status conference, each party will provide all other parties with a list containing a one paragraph explanation of each proposed motion in limine. Each one paragraph explanation must identify the substance of a single proposed motion in limine and the grounds for the proposed motion.
2. The parties thereafter will meet and confer, either in person or via teleconference or videoconference, concerning all proposed motions in limine. In that meet and confer, the parties will determine:
 - a. Whether the parties can stipulate to any of the proposed motions. If the parties so stipulate, they may file a stipulation and proposed order with the Court.
 - b. Whether any of the proposed motions can be briefed and submitted by means of a short joint statement of issues. For each motion which can be addressed by a short joint statement of issues, a short joint statement of issues must be filed with the Court 10 days prior to the final status conference. Each side's portion of the short joint statement of issues may not exceed three pages. The parties will meet and confer to agree on a date and manner for exchanging the parties' respective portions of the short joint statement of issues and the process for filing the short joint statement of issues.
3. All proposed motions in limine that are not either the subject of a stipulation or briefed via a short joint statement of issues will be briefed and filed in accordance with the California Rules of Court and the Los Angeles Superior Court Rules.

Superior Court of California County of Los Angeles



ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION PACKET

The person who files a civil lawsuit (plaintiff) must include the ADR information Packet with the complaint when serving the defendant. Cross-complainants must serve the ADR Information Packet on any new parties named to the action together with the cross-complaint.

There are a number of ways to resolve civil disputes without having to sue someone. These alternatives to a lawsuit are known as alternative dispute resolution (ADR).

In ADR, trained, impartial persons decide disputes or help parties decide disputes themselves. These persons are called neutrals. For example, in mediations, the neutral is the mediator. Neutrals normally are chosen by the disputing parties or by the court. Neutrals can help resolve disputes without having to go to court.

- **Arbitration**

In arbitration, a neutral person called an “arbitrator” hears arguments and evidence from each side and then decides the outcome of the dispute. Arbitration is typically less formal than a trial, and the rules of evidence may be relaxed. Arbitration may be either “binding” or “non-binding.” Binding arbitration means the parties waive their right to a trial and agree to accept the arbitrator’s decision as final. Non-binding arbitration means that the parties are free to request a trial if they reject the arbitrator’s decision.

Arbitration is best for cases where the parties want another person to decide the outcome of their dispute for them but would like to avoid the formality, time, and expense of a trial. It may also be appropriate for complex matters where the parties want a decision-maker who has training or experience in the subject matter of the dispute.

- **Mandatory Settlement Conference (MSC)**

Settlement Conferences are appropriate in any case where settlement is an option.

Mandatory Settlement Conferences are ordered by the Court and are often held near the date a case is set for trial. The parties and their attorneys meet with a judge who devotes his or her time exclusively to preside over the MSC. The judge does not make a decision in the case but assists the parties in evaluating the strengths and weaknesses of the case and in negotiating a settlement.

The Los Angeles Superior Court Mandatory Settlement Conference (MSC) program is free of charge and staffed by experienced sitting civil judges who devote their time exclusively to presiding over MSCs. The judges participating in the judicial MSC program and their locations are identified in the List of Settlement Officers found on the Los Angeles Superior Court website at <http://www.lacourt.org/>. This program is available in general jurisdiction cases with represented parties from independent calendar (IC) and Central Civil West (CCW) courtrooms. In addition, on an ad hoc basis, personal injury cases may be referred to the program on the eve of trial by the personal injury master calendar courts in the Stanley Mosk Courthouse or the asbestos calendar court in CCW.

In order to access the Los Angeles Superior Court MSC Program the judge in the IC courtroom, the CCW Courtroom or the personal injury master calendar courtroom must refer the parties to the program. Further, all parties must complete the information requested in the Settlement Conference Intake Form and email the completed form to mscdept18@lacourt.org.