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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE
OCT 12 2012

MCB
OCT 15 2012

6 Attorneys for Plaintiffs
7 KAISER FOUNDATION HEALTH PLAN, INC. and
8 KAISER FOUNDATION HOSPITALS

B. Shelton

9 SUPERIOR COURT OF CALIFORNIA
10 COUNTY OF RIVERSIDE - INDIO BRANCH

11
12 KAISER FOUNDATION HEALTH PLAN, INC.
13 and KAISER FOUNDATION HOSPITALS

No. **INC 1207224**

14 Plaintiffs,

COMPLAINT FOR INJUNCTION AND DAMAGES

v.

15 STEPHAN CHRISTOPHER DEAN, LIZA DEAN,
16 DBA SUREFILE FILING SYSTEMS, and
17 DOES 1-10, inclusive

- 1. BREACH OF CONTRACT
- 2. CLAIM AND DELIVERY
- 3. CONVERSION/TRESPASS TO CHATTEL
- 4. UNFAIR BUSINESS PRACTICES (Bus. & Prof. Code § 17200 et seq.)

18 Defendants.

BY FAX

1 Plaintiffs Kaiser Foundation Health Plan, Inc. and Kaiser Foundation Hospitals (collectively
2 "KAISER" or "plaintiffs") complain against defendants Stephan Christopher Dean, Liza Dean, and
3 Surefile Filing Systems (collectively "DEAN" or "defendants") as follows:

4 GENERAL ALLEGATIONS

5 1. Plaintiff Kaiser Foundation Health Plan, Inc. ("KFHP") is a non-profit California
6 corporation and health maintenance organization ("HMO") regulated as a health care service plan
7 under the Knox-Keene Health Care Service Plan Act, Health & Safety Code § 1340 et seq. Its
8 principal place of business is in Oakland, Alameda County, California. KFHP contracts with
9 employer groups, individuals, and others to arrange for health care to its members through the Kaiser
10 Permanente network of health-care providers, including Kaiser Foundation Hospitals ("KFH") for
11 facilities and Southern California Permanente Medical Group ("SCPMG") for professional services
12 in Southern California.

13 2. Plaintiff Kaiser Foundation Hospitals ("KFH") is a California non-profit corporation
14 that is licensed to own and operate hospitals and other medical centers in California. Its principal
15 place of business is in Oakland, Alameda County, California. Plaintiffs KFH and KFHP will be
16 referred to here collectively as "KAISER" or "Plaintiffs".

17 3. KAISER is informed and believes, and on that basis alleges, that defendants Stephan
18 Christopher Dean and Liza Dean ("the Deans") are residents of Indio, Riverside County, and that the
19 Deans have in the past and continue to do business as Surefile Filing Systems ("Surefile"), a sole
20 proprietorship. The Deans and Surefire are referred to here collectively as "DEAN" or "defendants."

21 4. KAISER is not presently aware of the true names and capacities of the defendants
22 named in this complaint by the fictitious names of Does 1-10. KAISER will seek leave to amend
23 this complaint upon ascertaining the true names and capacities of those defendants.

24 5. Plaintiffs allege on information and belief that each defendant is jointly liable for each
25 of the wrongful acts and omissions alleged herein because each defendant acted as the principal,
26 agent, joint venturer, co-conspirator, or alter ego of each of the other defendants.

27 6. Defendants and KFH entered into an agreement in 2008 under which Defendants
28 agreed, among other things, to remove, prepare, organize, index, deactivate, transport, store, and

1 retrieve upon request medical records for the Kaiser Permanente Moreno Valley medical center. In
2 order to perform services for KAISER, defendants agreed to comply with the terms of the Business
3 Associate Agreement ("BAA") used by KAISER with all vendors.

4 7. Patient medical records, and communications about such records that include
5 confidential "protected health information" ("Protected Information"), as that term is defined under
6 the Standards for Privacy of Individually Identifiable Health Information, codified at 45 Code of
7 Federal Regulations ("CFR") parts 160 and 164, Subparts A and E, are afforded substantial
8 protections under the Health Insurance Portability and Accountability Act of 1996, P.L. 104-191
9 ("HIPAA") and state law, including the Confidentiality of Medical Records Act, Cal. Civ. Code § 56
10 et seq. KAISER seeks to respect and maintain these protections for its members and patients through
11 its contracts and BAA with vendors, including defendants.

12 8. Effective as of June 15, 2009, DEAN and KFHP entered into a written Business
13 Associate Agreement ("BAA"), in which defendants agreed to allow KFHP access to any of
14 plaintiffs' records they maintained for KAISER and to otherwise comply with the obligations of
15 HIPAA. Under the terms of the BAA defendants specifically agreed that "[u]pon termination of the
16 business relationship between the parties and/or BAA for any reason, [defendants] shall, at [KFHP's]
17 direction, return or destroy all Protected Information that [defendants] or its agents or subcontractors
18 still maintain in any form, and shall retain no copies of such Protected Information. Upon [KFHP's]
19 request, [defendants] shall certify in writing that such return or destruction has occurred."

20 9. Defendants and KFHP entered into a written confidential Scanning Service Agreement
21 effective as of November 17, 2009 ("Moreno Valley Agreement"). Defendants agreed, among other
22 things, to remove, prepare, deactivate, transport, store, and retrieve upon request medical records for
23 the Kaiser Permanente Moreno Valley medical center. Defendants further agreed to comply with the
24 existing BAA with KFHP.

25 10. Defendants and KFHP entered into a confidential Service Agreement - Medical Record
26 Storage and Deactivation effective as of March 12, 2010 ("West Los Angeles Agreement").
27 Defendants agreed, among other things, to remove, prepare, deactivate, transport, store, and retrieve
28 upon request medical charts for the Kaiser Permanente West Los Angeles medical center.

1 Defendants further agreed to comply with the existing BAA with KFHP.

2 11. KAISER patients and members have medical needs to access their medical records,
3 and KAISER needs the medical records from time to time for purposes of litigation or
4 administrative proceedings. Patients have a legal right under HIPAA to access their protected
5 health information. (45 C.F.R. § 164.524.) KAISER also needs to assure that the medical records
6 with Protected Information and confidential communications with Protected Information, including
7 email exchanged between defendants and plaintiffs, are properly maintained, including by requiring
8 defendants by contract to safeguard the records from unauthorized disclosure pursuant to the terms
9 of a BAA and other agreements, verify their financial ability to protect the records and to maintain
10 insurance, and return or destroy all Protected Information at the request of KAISER.

11 12. All medical records provided to defendants and confidential communications with
12 Protected Information exchanged between representatives of KAISER and defendants, including
13 email about the records, are the sole property of KAISER and held for the benefit of KAISER
14 members and patients under the terms of the Moreno Valley Agreement, the West Los Angeles
15 Agreement and the BAA signed by defendants. Defendants have no interest in those medical
16 records or the confidential communications with KAISER about the records, and under the terms of
17 the BAA signed by defendants, defendants have no right to refuse access to those records and any
18 confidential communications with Protected Information or to refuse requests from KAISER to
19 return or destroy those records and confidential communications with Protected Information,
20 including email, or to refuse to certify to KAISER that all Protected Information has been returned
21 or destroyed.

22 13. In or around 2010, a dispute arose between KAISER and DEAN regarding DEAN'S
23 performance of the Moreno Valley Agreement and West Los Angeles Agreement. Beginning in the
24 spring of 2010, defendants interfered with plaintiffs' access to its patients' medical records and
25 failed to verify that they had insurance or the financial ability to protect the records. Defendants
26 refused to allow plaintiffs access to its medical records, interfered with or refused to comply with
27 patients' medical records requests, interfered with or refused to comply with subpoenas for medical
28 records, refused to verify insurance coverage, and refused to verify its financial ability to perform

1 its contractual obligations. Defendants also refused to turn over the medical records to KAISER
2 upon its requests.

3 14. As a result of defendants' wrongful conduct, on or about July 6, 2010, plaintiffs
4 notified defendants that: defendants were in breach of their agreements; that defendants should (i)
5 comply with patient requests for medical records, (ii) permit KAISER access to their warehouse to
6 inspect the records, (iii) verify their insurance and financial ability to perform, and (iv) arrange for
7 transfer of the records, premises; and (v) that plaintiffs elected to terminate the West Los Angeles
8 Agreement for convenience.

9 15. As a result of the foregoing dispute, KFJH and defendants negotiated a transfer
10 agreement ("Sure File Transfer Agreement") to effect the transfer of possession from defendants to
11 KFJH of all of the medical records and confidential Protected Information of KAISER patients and
12 members. The Sure File Transfer Agreement was signed by Stephan Dean on or about July 23,
13 2010, and terminated the on-going business relationship between defendants and KAISER.
14 Pursuant to the terms of the Sure File Transfer Agreement, DEAN specifically agreed to take
15 appropriate steps to preserve all confidential information maintained in those records as required by
16 the Confidentiality of Medical Records Act, Cal. Civ. Code § 56 *et seq.*, the federal Health
17 Insurance Portability and Accountability Act ("HIPAA") and the parties' BAA.

18 16. Following the execution of the Sure File Transfer Agreement, in March 2011 the
19 defendants and plaintiffs negotiated a confidential settlement agreement to resolve all the
20 outstanding issues between them. Plaintiffs will make the confidential settlement agreement
21 available to the Court, if necessary, under seal.

22 17. Pursuant to the agreements between plaintiffs and defendants described above,
23 defendants were obligated to maintain the confidential Protected Information of KAISER members
24 and patients in confidence; defendants were obligated not to transmit or communicate to any other
25 party the confidential Protected Information of KAISER members and patients; defendants were
26 obligated to return to plaintiffs or destroy all the confidential Protected Information of KAISER
27 members and patients; and defendants were obligated upon request to certify to plaintiffs the return
28 or destroy all confidential Protected Information in any form of KAISER members and patients.

1 18. Since the execution of the confidential settlement agreement in March 2011,
2 defendants have notified KAISER that they are in possession of email or other records of KAISER
3 that they allege contain Protected Information. Defendants have also publicized through the press
4 the fact that they retain possession of Protected Information of KAISER patients and members.
5 Defendants have done so for the sole purpose of trying to extract additional payments from
6 KAISER. Despite requests from KFHP that defendants return or destroy the Protected Information
7 and certify the return and destruction of the Protected Information, or provide access to the
8 Protected Information so that plaintiffs may recover or destroy the Protected Information,
9 defendants have refused to return or destroy the Protected Information, defendants have refused to
10 certify to KAISER the return or destruction of the Protected Information. Defendants have refused
11 to provide access to the Protected Information so that plaintiffs may recover or destroy the Protected
12 Information. Defendants have also refused to follow instructions from KAISER to remove and
13 destroy any Protected Information in an electronic format.

14 19. In breach of their agreements with KAISER, defendants also have engaged in
15 conduct that demonstrates their intention or willingness to risk a security breach and the
16 unauthorized disclosure of the confidential Protected Information if plaintiffs refuse to accede to
17 their unwarranted demands for payment of additional compensation to obtain the return of,
18 destruction of or access to the confidential Protected Information improperly retained by
19 defendants. For example, after representing to plaintiffs that email with confidential Protected
20 Information was stored on the hard drives of computers in the garage of their home Stephan Dean
21 and Liza Dean risked the theft or removal of the computers and the unauthorized disclosure of the
22 confidential Protected Information by leaving the door to their garage open.

23 20. The unauthorized disclosure by defendants of confidential Protected Information of
24 KAISER patients and members remaining in the possession of defendants would result in financial
25 harm to plaintiffs and irreparable harm to their reputation and also result in potential harm to the
26 members and patients of KAISER.

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**FIRST CAUSE OF ACTION
BREACH OF WRITTEN CONTRACT
(Against Each Defendant)**

21. Plaintiffs reallege and incorporate by reference the allegations of paragraphs 1 to 20 above.

22. The BAA specifies that defendants may only use or disclose confidential Protected Information "to perform functions, activities, or services for, or on behalf of, [Plaintiffs]." Because the contractual relationship between defendants and plaintiffs have been concluded and terminated defendants have no further authorized use of the Protected Information "to perform functions, activities, or services for, or on behalf of, [Plaintiffs]." Furthermore, the BAA specifies that by maintaining or using Protected Information for their own purposes, defendants violated the BAA

23. Defendants have breached their contractual obligations under the BAA by, among other things, (i) retaining confidential Protected Information of KAISER patients or members on their computers, hard drives, servers, or in their email accounts, or otherwise; (ii) refusing to return, or destroy or allow plaintiffs access to their computers, hard drives, servers, or email accounts, to remove or destroy all the confidential Protected Information of KAISER patients or members, including but not limited to confidential unencrypted email communications between defendants and Plaintiffs that include confidential Protected Information of KAISER members and patients, or to confirm the removal of all Protected Information of KAISER patients or members, from defendants' computers, hard drives, servers or email accounts; (iii) refusing to certify to KFHP the return or destruction of all the confidential Protected Information of KAISER patients or members; (iv) to risk the unauthorized disclosure of confidential Protected Information of KAISER members and patients in defendants' possession, custody or control by their failure to maintain the confidential Protected Information in a secure place and manner; and (v) threatening to use and transmit confidential Protected Information in the medical records and/or confidential email communications between defendants and Plaintiffs that include confidential Protected Information of KAISER members, to contact KAISER members or patients.

24. Defendants have also breached the Moreno Valley Agreement and the West Los Angeles Agreement by recording and retaining confidential Protected Information in violation of

1 the terms of the BAA which are incorporated into and made a part of the Moreno Valley Agreement
2 and the West Los Angeles Agreement.

3 25. Plaintiffs have performed all obligations due to defendants, except such obligations
4 as are excused or waived.

5 26. As a proximate result of defendants' conduct, plaintiffs have sustained damage or
6 loss in an amount to be proved at trial. Furthermore, unless enjoined defendants' continued
7 possession of the Protected Information threatens further harm to KAISER, as well potentially the
8 privacy interests of KAISER'S members and patients. Plaintiffs lack an adequate remedy at law
9 and will suffer irreparable harm unless defendants are enjoined from their continued use and
10 possession of the Protected Information of KAISER'S members and patients and to engage in the
11 aforesaid trespasses and interference with plaintiffs' property. An action for damages is inadequate
12 because it is extremely difficult to place a monetary value on this continuing invasion of plaintiffs'
13 property rights and the continued possession of the Protected Information by defendants. Even if
14 the harm could be measured in monetary terms, plaintiffs would be required to incur the
15 inconvenience and expense of multiple legal actions to collect damages resulting from defendants'
16 actions as they continue to occur in the future. Plaintiffs are accordingly entitled to both
17 preliminary and permanent injunctions enjoining defendants from further possession and use of
18 plaintiffs' property.

19 27. Therefore plaintiffs seek preliminary and permanent injunctions enjoining defendants
20 and their employees and anyone acting on their behalf (i) from retaining any "Document," as
21 defined by Californian Evidence Code Section 250, specifically including but not limited to,
22 KAISER medical records and charts and email, with confidential Protected Information relating to
23 any member or patient of KAISER; (ii) from using any confidential Protected Information in any
24 "Document," as defined by Californian Evidence Code Section 250, provided to defendants by
25 KAISER; and (iii) from disclosing to any third-party any Protected Information from any
26 "Document," as defined by Californian Evidence Code Section 250, provided to defendants by
27 KAISER

28 28. Plaintiffs also seek preliminary and permanent injunctions requiring defendants and

1 their employees and anyone acting on their behalf (i) to refrain from using any confidential
2 Protected Information from any "Document," as defined by Californian Evidence Code Section 250,
3 provided to defendants and confidential Protected Information in any email exchanged between
4 defendants and plaintiffs to contact KAISER members or patients; (ii) to refrain from disclosing to
5 any third-party any Protected Information from any "Document," as defined by Californian
6 Evidence Code Section 250, provided to defendants and confidential email exchanged between
7 defendants and plaintiffs; (iii) to return, delete or destroy any "Document," as defined by
8 Californian Evidence Code Section 250, specifically including , but not limited to email with
9 confidential Protected Information of KAISER members and patients that defendants maintain or to
10 which they have access or care custody or control; (iv) to certify in writing under penalty of perjury
11 that defendants have returned, deleted or or destroyed all of the records and email with confidential
12 Protected Information of KAISER members and patients that defendants maintain or to which they
13 have access or care, custody or control; (v) to provide access to all defendants' computers, servers,
14 hard drives and email accounts for inspection by a forensic consultant appointed by the Court at
15 plaintiffs' expense to confirm the removal, deletion or destruction of all of the records and
16 confidential email with Protected Information of KAISER members and patients; and (vi) to
17 promptly notify counsel for plaintiffs of the discovery of any additional Protected Information of
18 KAISER members and patients that defendants maintain or to which they have access or care,
19 custody or control; following completion of (i) - (v) above, and thereafter to comply with the
20 requirements of (i) - (v) above.

21
22 **SECOND CAUSE OF ACTION**
23 **CLAIM AND DELIVERY**
(Against Each Defendant)

24 29. Plaintiffs reallege and incorporate by reference the allegations of paragraphs 1 to 28
25 above.

26 30. Despite receipt of a demand for return or destruction of the confidential Protected
27 Information concerning KAISER members and patients, defendants have refused, and continue to
28 refuse to return or destroy the Protected Information to plaintiffs and provide certification of the

1 return or destruction of the Protected Information to plaintiffs.

2 31. Defendants have no right to refuse to return or destroy the confidential Protected
3 Information concerning KAISER members and patients and provide certification of the return or
4 destruction of the Protected Information to plaintiffs, the owners of the records with the Protected
5 Information.

6 32. Plaintiffs are entitled to a writ of possession to recover their personal property.
7

8 **THIRD CAUSE OF ACTION**
9 **CONVERSION/TRESPASS TO CHATTEL**
10 **(Against Each Defendant)**

11 33. Plaintiffs reallege and incorporate by reference the allegations of paragraphs 1 to 32
12 above.

13 34. Despite receipt of a demand for the return or destruction of the confidential Protected
14 Information concerning KAISER members and patients, defendants have refused, and continue to
15 refuse, to return or destroy the records and any email with confidential Protected Information and
16 certify to plaintiffs the return or destruction of the confidential Protected Information concerning
17 KAISER members and patients.

18 35. By so doing, defendants have converted and trespassed on plaintiffs' rights in the
19 records and any email with confidential Protected Information derived from the records of and email
20 of plaintiffs without legal right or justification.

21 36. Plaintiffs are entitled to an injunction as prayed below and to damages in an amount
22 to be proved at trial.

23 **FOURTH CAUSE OF ACTION**
24 **VIOLATION OF UNFAIR COMPETITION LAW**
25 **(Against Each Defendant)**

26 37. Plaintiffs reallege and incorporate by reference the allegations of paragraphs 1 to 36
27 above.

28 38. California Business & Professions Code § 17200 et seq. (the "UCL") prohibit unfair
competition. In this context, "unfair competition shall mean and include any unlawful, unfair or

1 fraudulent business act or practice " Cal. Bus. & Prof. Code § 17200.

2 39. The "unlawful" prong of the UCL permits a plaintiff to obtain relief from anything
3 that can properly be called a business practice and that at the same time is forbidden by law,
4 regardless of whether the underlying law provides for a private right of action.

5 40. Defendants, by their conduct and practices alleged herein, have committed and
6 continue to commit violations of the Health Insurance Portability Act of 1996, P.L. 104-191
7 ("HIPAA") and the Confidentiality of Medical Records Act, Cal. Civ. Code § 56 et seq. Defendants
8 are therefore in violation of the "unlawful" prong of the UCL.

9 41. The "unfair" prong of the UCL is intentionally broad, thus allowing courts
10 maximum discretion to prohibit new schemes to defraud. Outside of the competitor context, courts
11 have enunciated differing tests for unfairness under the UCL. One test is that the harm to the victim
12 outweighs the justification of the alleged wrongdoer. A different test is that the defendant's acts
13 offend a public policy that is tethered to some statutory provision. Still another test is that the
14 defendant's acts constitute sharp practices.

15 42. Defendants, by their conduct and practices alleged herein, have engaged and
16 continue to engage in conduct and practices that cause considerable harm and injury in fact to
17 plaintiffs, and defendants have no justification whatsoever other than reducing defendants' attempt
18 to extort additional compensation from defendants, which is neither a reasonable nor legitimate
19 justification. Defendants' conduct and practices offend a public policy of providing confidentiality
20 and protection to the confidential personal health information of health plan members and medical
21 patients, which policy is tethered to the Health Insurance Portability Act of 1996, P.L. 104-191
22 ("HIPAA"), the Confidentiality of Medical Records Act, Cal. Civ. Code § 56 et seq. and the
23 California Constitution. Defendants' modus operandi constitutes a sharp practice because defendants
24 understand that KAISER desires to protect the confidentiality of Protected Information of KAISER
25 members and medical patients and avoid the unauthorized disclosure of such Protected Information.
26 Defendants are therefore in violation of the "unfair" prong of the UCL.

27 44. Plaintiffs have suffered injury in fact and have incurred unnecessary expenses,
28 including legal fees, as a result of defendants' violations of the UCL.

1 Evidence Code Section 250, provided to defendants and confidential email exchanged between
2 defendants and plaintiffs; (iii) to return, delete or destroy any "Document," as defined by
3 Californian Evidence Code Section 250, specifically including , but not limited to email with
4 confidential Protected Information of KAISER members and patients that defendants maintain or to
5 which they have access or care custody or control; (iv) to certify in writing under penalty of perjury
6 that defendants have returned, deleted or or destroyed all of the records and email with confidential
7 Protected Information of KAISER members and patients that defendants maintain or to which they
8 have access or care, custody or control; (v) to provide access to all defendants' computers, servers,
9 hard drives and email accounts for inspection by a forensic consultant appointed by the Court at
10 plaintiffs' expense to confirm the removal, deletion or destruction of all of the records and
11 confidential email with Protected Information of KAISER members and patients; and (vi) to
12 promptly notify counsel for plaintiffs of the discovery of any additional Protected Information of
13 KAISER members and patients that defendants maintain or to which they have access or care,
14 custody or control; following completion of (i) - (v) above, and thereafter to comply with the
15 requirements of (i) - (v) above.

16 f. For a writ of possession transferring all the Documents with
17 confidential Protected Information of any KAISER member or patient in the possession, custody or
18 control of defendants to plaintiffs;

19 g. For KAISER's cost of suit; and

20 h. For such other and further relief as the Court should find to be just
21 and proper.

22 Respectfully submitted,

23 Dated: October 11, 2012

MARION'S INN LLP
THOMAS M. FREEMAN
SARAH EDWARDS

24
25
26 By 

Sarah Edwards

27
28 Attorneys for Plaintiffs Kaiser Foundation Hospitals
and Kaiser Foundation Health Plan, Inc.

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):
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 ATTORNEY FOR (Name): Kaiser Foundation Health Plan, Inc. & Kaiser Found. Hosps.

FOR COURT USE ONLY

SUPERIOR COURT OF CALIFORNIA, COUNTY OF Riverside
 STREET ADDRESS: 416 - 200 Oasis Street
 MAILING ADDRESS:
 CITY AND ZIP CODE: Indio, CA 92201
 BRANCH NAME: Indio Larson Justice Center

CASE NAME: Kaiser Foundation Health Plan, Inc., et al., v. Stephan Christopher Dean, Liza Dean, DBA Surefile Filing Systems

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)

CASE NUMBER: INC 1207224
 JUDGE: BY FAX
 DEPT:

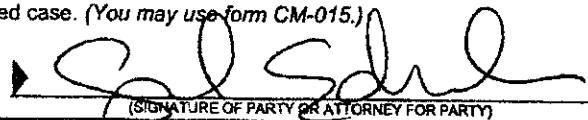
Items 1-6 below must be completed (see instructions on page 2).

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 P/DPD/W (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 P/DPD/W (23) Non-P/DPD/W (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-P/DPD/W tort (35) Employment <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	Contract <input checked="" type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
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2. This case is is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties | d. <input type="checkbox"/> Large number of witnesses |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input type="checkbox"/> Substantial amount of documentary evidence | f. <input type="checkbox"/> Substantial postjudgment judicial supervision |
3. Remedies sought (check all that apply): a. monetary b. nonmonetary; declaratory or injunctive relief c. punitive
4. Number of causes of action (specify):
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: October 11, 2012
Sarah Edwards
(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.

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

<p>Auto Tort Auto (22)—Personal Injury/Property Damage/Wrongful Death Uninsured Motorist (46) <i>(if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto)</i></p> <p>Other P/IPD/WD (Personal Injury/Property Damage/Wrongful Death) Tort Asbestos (04) Asbestos Property Damage Asbestos Personal Injury/Wrongful Death Product Liability <i>(not asbestos or toxic/environmental)</i> (24) Medical Malpractice (45) Medical Malpractice—Physicians & Surgeons Other Professional Health Care Malpractice Other P/IPD/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 P/IPD/WD</p> <p>Non-P/IPD/WD (Other) Tort Business Tort/Unfair Business Practice (07) Civil Rights (e.g., discrimination, false arrest) <i>(not civil harassment)</i> (08) Defamation (e.g., slander, libel) (13) Fraud (16) Intellectual Property (19) Professional Negligence (25) Legal Malpractice Other Professional Malpractice <i>(not medical or legal)</i> Other Non-P/IPD/WD Tort (35)</p> <p>Employment Wrongful Termination (36) Other Employment (15)</p>	<p>Contract Breach of Contract/Warranty (06) Breach of Rental/Lease Contract <i>(not unlawful detainer or wrongful eviction)</i> Contract/Warranty Breach—Seller Plaintiff <i>(not fraud or negligence)</i> 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 <i>(not provisionally complex)</i> (18) Auto Subrogation Other Coverage Other Contract (37) Contractual Fraud Other Contract Dispute</p> <p>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 <i>(not eminent domain, landlord/tenant, or foreclosure)</i></p> <p>Unlawful Detainer Commercial (31) Residential (32) Drugs (38) <i>(if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential)</i></p> <p>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</p>	<p>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 <i>(arising from provisionally complex case type listed above)</i> (41)</p> <p>Enforcement of Judgment Enforcement of Judgment (20) Abstract of Judgment (Out of County) Confession of Judgment <i>(non-domestic relations)</i> Sister State Judgment Administrative Agency Award <i>(not unpaid taxes)</i> Petition/Certification of Entry of Judgment on Unpaid Taxes Other Enforcement of Judgment Case</p> <p>Miscellaneous Civil Complaint RICO (27) Other Complaint <i>(not specified above)</i> (42) Declaratory Relief Only Injunctive Relief Only <i>(non-harassment)</i> Mechanics Lien Other Commercial Complaint Case <i>(non-tort/non-complex)</i> Other Civil Complaint <i>(non-tort/non-complex)</i></p> <p>Miscellaneous Civil Petition Partnership and Corporate Governance (21) Other Petition <i>(not specified above)</i> (43) Civil Harassment Workplace Violence Elder/Dependent Adult Abuse Election Contest Petition for Name Change Petition for Relief From Late Claim Other Civil Petition</p>
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