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ENDORSED
FILED
ALAMEDA COUNTY

OCT 16 2013

CLERK OF THE SUPERIOR COURT
By ANGELITA J. DOWNIE
Deputy

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF ALAMEDA

SUSAN FUTTERMAN, MEGAN
MORTENSEN, and ACIANITA LUCERO as
individuals, individually and on behalf of all
others similarly situated,

Plaintiff,

v.

KAISER FOUNDATION HEALTH PLAN
INC., and DOES I through XX, inclusive,

Defendants.

) Case No. RG13697775

) **CLASS ACTION**

) (Code of Civil Procedure § 382)

) **FIRST AMENDED COMPLAINT FOR
DAMAGES, INJUNCTIVE RELIEF AND
DECLARATORY RELIEF**

) (Violations of Business and Professions Code
Section 17200 et seq., Violations of the Unruh
Civil Rights Act, Breach of the Covenant of
Good Faith and Fair Dealing, Breach of
Contract)

INTRODUCTION

1. Plaintiffs Susan Futterman, Megan Mortensen, and Acianita Lucero bring this class action against Defendant Kaiser Foundation Health Plan for failure to provide adequate and timely access to mental health services as required by California law.

JURISDICTION AND VENUE

2. This Court has jurisdiction over Plaintiffs' claims because those claims are made pursuant to California state law, to wit, California Business and Professions Code Section 17200 et seq., California contract laws, and the Unruh Civil Rights Act.

3. Venue is proper in this Court because the Defendant is incorporated in the State of

California and has its headquarters in Oakland, California.

PARTIES

4. Plaintiff Susan Futterman is a resident of Pt. Richmond, California. She is the surviving spouse of Frederic Paroutaud, who was a Kaiser member at the time of his death in June of 2012. Mr. Paroutaud paid a fee to Defendant in return for Defendant's promise to provide him with coverage for certain medical services, including mental health services. Ms. Futterman is the sole beneficiary of her late husband's estate. (See Attached Declaration of Susan Futterman.)

5. Plaintiff Megan Mortensen is a resident of Long Beach, California. She is a former Kaiser member. She enrolled with Defendant in return for Defendant's promise to provide her with coverage for certain medical services, including mental health services.

6. Plaintiff Acianita Lucero is a resident of Oakland, California. She is a current Kaiser member. She enrolled with Defendant in return for Defendant's promise to provide her with coverage for certain medical services, including mental health services.

7. Defendant Kaiser Foundation Health Plan, Inc. is incorporated in the State of California, is a resident of the State of California, and has its headquarters and principal place of business in Oakland, California, in the County of Alameda.

8. Plaintiffs are unaware of the true names and capacities of those individuals and/or entities sued herein as DOES I-XX, inclusive, and therefore sue these Defendants by fictitious names. Plaintiffs are informed and believe and thereon allege that each of the fictitiously named Defendants is responsible in some manner for the occurrences herein alleged and that these Defendants proximately caused Plaintiffs' injuries. Plaintiffs will amend this Complaint to show such true names and capacities when they have been determined. Plaintiffs are informed and believe and thereon allege that at all times herein mentioned, each Defendant was the agent of the other Defendants and in performing the acts herein alleged was acting within the course and scope of such agency and with the permission and consent of its co-defendants. Each of the Defendants ratified and/or authorized the acts of the other Defendants

CLASS ACTION ALLEGATIONS

9. This action is brought by Plaintiffs on behalf of themselves and others similarly

1 situated as a class action pursuant to Code of Civil Procedure § 382.

2 10. The class consists of all current and former Kaiser members who have either been
3 denied access to mental health services, dissuaded from pursuing mental health services, provided
4 with delayed access to mental health services and/or provided with inaccurate and confusing
5 information from Kaiser regarding mental health services available to them from October 2, 2009
6 to the present.

7 11. Numerosity: The potential members of the class are numerous, and joinder of all
8 of the potential members is impracticable. Defendant has more than six million members
9 throughout the State of California. The precise number of Kaiser members (and/or surviving
10 beneficiaries) who fall within the class definition has not yet been determined but it is estimated to
11 exceed 1000 individuals.

12 12. Superiority/Risk of Separate Actions: Class action treatment is superior to any
13 alternative to ensure the fair and efficient adjudication of the controversy alleged herein. Such
14 treatment will permit a large number of similarly situated persons to prosecute their common
15 claims in a single forum simultaneously, efficiently and without the duplication of effort and
16 expense that numerous individual actions would entail. No difficulties are likely to be
17 encountered in the management of this class action that would preclude its maintenance as a class
18 action, and no superior alternative exists for the fair and efficient adjudication of this controversy.
19 The likelihood of individual class members prosecuting separate claims is remote, and individual
20 class members do not have a significant interest in controlling the prosecution of separate actions.
21 Additionally, the prosecution of separate actions by individual class members would create a risk
22 of inconsistent and varying adjudications concerning the subject of this action which, in turn,
23 would establish incompatible standards of conduct for Defendant.

24 13. Commonality. Common questions of law and fact exist as to all members of the
25 class and predominate over any questions affecting only individual members of the class, thereby
26 making a class action superior to other available methods for the fair and efficient adjudication of
27 the controversy. Among the questions of law and fact common to Plaintiffs and the class
28 members are whether, as alleged herein, Defendant did the following:

- 1 a. Whether Defendant failed to accurately monitor the capacity and availability of its
2 network to ensure that members are offered appointments within the regulatory
3 timeframes;
4 b. Whether Defendant forced its members to endure appointment wait times that
5 exceed the length of time allowed by law;
6 c. Whether Defendant provided inaccurate, misleading, and/or confusing information
7 to its members regarding the availability of mental health services;
8 d. Whether Defendant otherwise denied services and/or dissuaded members from
9 pursuing services available to them.

10 14. Typicality. The claims of the named Plaintiffs are typical of the claims of the class
11 because they, like the other members of the class, sustained damages arising out of Defendant's
12 actions in denying, dissuading, and/or delaying access to adequate mental health services in
13 violation of state law and/or out of Defendant's actions in providing inaccurate or confusing
14 information regarding the availability and use of mental health services provided by Defendant.

15 15. Adequacy of Representation. The named Plaintiffs will fairly and adequately
16 represent and protect the interests of the class members. Counsel who represent the Plaintiffs are
17 competent and experienced litigation attorneys with experience handling class actions.

18 16. Ascertainability. Although the specific identities of all of the class members are
19 not known at this time, the class is ascertainable from Defendant's own records. Upon
20 information and belief, Plaintiffs allege that Defendant's own records will yield the identities of
21 the class members including *inter alia* records relating to requests or referrals for mental health
22 services, the type of services that were provided and when, the time lapse between the request for
23 service and when an appointment was offered, and whether any services were denied.

24 17. Defendant has acted in a manner generally applicable to the class, thereby making
25 appropriate final injunctive relief and corresponding declaratory relief with respect to the class as
26 a whole.

27 **FACTUAL ALLEGATIONS COMMON TO THE CLASS**

28 18. Defendant Kaiser Foundation Health Plan, Inc. is a part of Kaiser Permanente.

1 Kaiser Permanente is made up of three separate groups of entities: (1) Defendant Kaiser
2 Foundation Health Plan, Inc. ("Kaiser Health Plan"); (2) Kaiser Foundation Hospitals; and (3) the
3 regional Permanente Medical Groups.

4 19. Defendant Kaiser Health Plan, Inc. is a full service "health care service plan," as
5 defined by Health and Safety Code Section 1345. Defendant collects fees from or on behalf of
6 Kaiser "members" throughout the state of California in return for arranging for the provision of a
7 full range of health care services including but not limited to behavioral health, ambulatory care,
8 preventative services, hospital care, and skilled nursing.

9 20. Defendant arranges for outpatient behavioral health services for its members
10 through its regional Permanente Medical Groups. The Permanente Medical Group, Inc.
11 ("TPMG"), a for-profit multi-specialty physician corporation, provides outpatient mental health
12 services to Defendant's approximately 3.3 million members in Northern California. The Southern
13 California Permanente Medical Group (SCPMG), a for-profit multi-specialty physician
14 partnership, provides most of the outpatient behavioral health services to Defendant's
15 approximately 3.5 million members in Southern California.¹

16 21. Defendant is subject to the Knox-Keene Health Care Services Act of 1975
17 (hereafter "Knox-Keene Act"), codified in the California Health and Safety Code at Sections 1340
18 et seq., as well as the corresponding regulations promulgated pursuant to that act, which are
19 contained in title 28 of the California Code of Regulations.

20 22. Under the Knox-Keene Act, Defendant is required to provide coverage for the
21 diagnosis and medically necessary treatment of certain mental health conditions including *inter*
22 *alia* Schizophrenia, Schizoaffective disorder, Bipolar disorder (manic-depressive illness), Major
23 depressive disorders, Panic disorder, Obsessive-compulsive disorder, Pervasive developmental
24 disorder or autism, Anorexia nervosa, and Bulimia nervosa.

25 23. Under title 28, Section 1300.67.2.2 of the California Code of Regulations,

26
27
28 ¹ SCPMG also subcontracts out to other entities some of its services to a limited number of Kaiser
members in Southern California.

1 Defendant is required to provide timely access to mental health services for its members, defined
2 as follows:

- 3 • Within 48 hours of a request for an urgent care appointment for services that do not
4 require prior authorization,
- 5 • Within fifteen (15) business days of a request for an appointment with a specialist,
6 and
- 7 • Within ten (10) business days of a request for an appointment with non-physician
8 mental health care providers.

9 24. The regulation further requires Defendant to establish and maintain provider
10 networks, policies, procedures and quality assurance monitoring systems and processes sufficient
11 to ensure compliance with these timely access provisions. In other words, Defendant is obligated
12 to ensure that it has enough mental health professionals to provide timely access to services for its
13 members. The regulations also require Defendant to provide accurate and understandable
14 information to its members regarding the availability and use of mental health services provided
15 by the plan.

16 25. Under title 28, Section 1300.67(f)(8) of the California Code of Regulations,
17 Defendant is required to provide accurate and understandable information to its members
18 regarding the availability and optimal use of health care services provided by the plan.

19 26. Under title 28, Section 1300.70(a)(3) of the California Code of Regulations,
20 Defendant is required to monitor whether the provision and utilization of services meets the
21 professionally recognized standards of practice.

22 27. In or around late 2011 or early 2012, the California Department of Managed
23 Healthcare (DMHC) began conducting an investigation regarding Defendant Kaiser Health Plan's
24 compliance with the Knox-Keene Act and corresponding regulations.

25 28. After a lengthy investigation process, the DMHC came out with its final report in
26 or around March of 2013. The DMHC's March 2013 report concluded that Defendant Kaiser
27 Health Plan violated the Knox-Keene Act and corresponding regulations by *inter alia* failing to
28 accurately monitor the capacity and availability of its network to ensure that members are offered

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1 appointments within the regulatory timeframes, resulting in appointment wait times that exceed
2 the length of time allowed by law and providing inaccurate, misleading, and/or confusing
3 information to its members regarding the availability of mental health services thereby dissuading
4 members from pursuing medically necessary care.

5 29. On or around May 22, 2013, the DMHC came out with another report concluding
6 that Defendant also violated provisions of the Knox-Keene Act and corresponding regulations
7 regarding *inter alia* its obligation to monitor whether the provision and utilization of its services
8 meets professionally recognized standards of practice.

9 30. Plaintiff Susan Futterman's late husband, Frederic Paroutaud, was a member of
10 Defendant Kaiser Health Plan. On or around April 28, 2012, Mr. Paroutaud suffered a psychotic
11 break at the age of 57 and he was arrested. He was released on Sunday, April 30, 2012 and
12 Plaintiff took him to see his regular doctor at Kaiser San Rafael on Monday, May 1, 2012. The
13 doctor directed Plaintiff to take her husband to the Kaiser emergency room, which she did. Later
14 that day, Kaiser transported him to a facility in Vallejo and placed him on a 72-hour hold.

15 31. During Mr. Paroutaud's stay in the Vallejo facility, he was diagnosed as having
16 bipolar disorder. He was released after 72 hours despite the fact that he was still suffering from
17 delusions. Kaiser prescribed medication and directed him to attend group therapy sessions four
18 times per week for the next six weeks. His group was made up largely of people recovering from
19 substance abuse and he told the facilitator that he felt uncomfortable in the group setting. Both
20 Mr. Paroutaud and Ms. Futterman made multiple requests for Kaiser to provide one-on-one
21 therapy services to Mr. Paroutaud and they were both incorrectly informed that Kaiser did not
22 provide one-on-one therapy.

23 32. Sometime after Mr. Paroutaud completed the initial six weeks of group therapy, he
24 stopped going to group therapy sessions, stopped taking his medication, and became non-
25 responsive. In approximately mid-June of 2012, Ms. Futterman made multiple calls to Kaiser to
26 request an individual appointment for her husband with his psychiatrist. She repeatedly told
27 Kaiser that she was extremely worried about her husband, that he had become totally non-
28 responsive, and that she did not know what to do for him. She was informed that the psychiatrist

1 was on vacation, that no one was covering his patients while he was away, and that there was no
2 way to get Mr. Paroutaud an appointment until after the psychiatrist returned.

3 33. Kaiser never made the appointment that Ms. Futterman requested and on June 28,
4 2012, Mr. Paroutaud committed suicide. It was not until two weeks after her husband's death that
5 Ms. Futterman finally received a phone call from his psychiatrist. At that point, it was simply a
6 voicemail sending his condolences for Mr. Paroutaud's death.

7 34. Plaintiff Megan Mortensen was a member of Defendant Kaiser Health Plan when,
8 in February of 2011, her brother committed suicide. Ms. Mortensen experienced emotional
9 difficulties coping with his death. Therefore, she contacted Kaiser's mental health office in
10 Tustin, California to request an appointment with a Kaiser therapist. She was told that she would
11 have to wait six weeks to see someone. Once she was finally able to see a therapist, she was
12 referred to group therapy and a psychiatrist for medication. She was told that it would take
13 another five weeks to see the psychiatrist. When she met with the psychiatrist, she expressed
14 concerns about the side effects of the medications and when the psychiatrist refused to change the
15 medications, she asked to make an appointment with a different psychiatrist. She was told that
16 she would have to wait for two more months to get another appointment with a psychiatrist.

17 35. After having been repeatedly forced to wait longer than allowed by law for therapy
18 and psychiatric appointments, Ms. Mortensen felt that she had no other choice but to seek mental
19 health services from providers outside of Kaiser. She paid out of pocket for therapy, psychiatry,
20 and medications until it became too expensive for her to maintain. On November 30, 2011, she
21 called Kaiser again and she again requested an appointment. She was told that she would receive
22 a return call the very next day to schedule an appointment. However, she waited six days for the
23 return call and never received one so she called again on December 6, 2011. At that time, she was
24 told that the very first appointment she could get would be January 16, 2012 – more than a month
25 away. Since she felt she had no other choice, she booked the appointment and hung up.

26 36. Ms. Mortensen did some research and learned about California's timely access law
27 (described above). She called Kaiser back and told the receptionist that making her wait that long
28 for an appointment violated the law. The receptionist said she had never heard of the timely

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1 access law and that the only options available to Ms. Mortensen were to go to the emergency
2 room, complain to the member services department, or see a non-Kaiser provider.

3 37. Ms. Mortensen then called the member services department and was told that she
4 was correct and that she should not have been forced to wait so long for an appointment. Member
5 services promised to call her back with a sooner appointment. When they did call back, they
6 informed her that the only available appointment within a two week timeframe was at an office
7 that was 25 miles away.

8 38. Plaintiff Acianita Lucero was a member of Defendant Kaiser Health Plan, Inc.
9 when, in June of 2012, she experienced an emotional crisis and urgently sought mental health
10 treatment from Kaiser in Oakland, California. She requested an urgent care appointment for
11 mental health services that do not require prior authorization, but she was not seen within 48
12 hours. Ms. Lucero sent multiple emails to a psychiatrist and a therapist at Kaiser Oakland to
13 request an urgent care appointment. Receiving no response to her emails, Ms. Lucero also called
14 Kaiser Oakland multiple times to request an urgent care appointment. Ms. Lucero's messages
15 conveyed that she felt she was in a really bad place and that she urgently needed to speak to
16 someone. When she was still unsuccessful in getting an appointment, her wife began making calls
17 to Kaiser on her behalf. Ms. Lucero was finally seen, not within 48 hours, but many days after
18 she had initially contacted Kaiser to request an urgent care appointment.

19 39. Plaintiffs are informed and believe and thereupon allege that other class members
20 have also been harmed by Defendant's failure to provide timely access to covered treatment for
21 mental health conditions.

22 **FIRST CAUSE OF ACTION**

(Violations of Business and Professions Code Section 17200 et seq.

23
24 40. Plaintiffs re-allege and incorporate by reference each and every allegation set forth
25 in paragraphs 1 through 39 above.

26 41. Defendant Kaiser Health Plan engaged in, and continues to engage in, unlawful
27 and unfair business acts and practices prohibited by California Business & Professions Code
28 §17200, et seq. by engaging in the acts and practices described above, including but not limited to

1 failing to accurately monitor the capacity and availability of its network to ensure that members
2 are offered appointments within the regulatory timeframes, resulting in appointment wait times
3 that exceed the length of time allowed by law and by providing inaccurate, misleading, and/or
4 confusing information to its members regarding the availability of mental health services and
5 otherwise denying services and/or dissuading members from pursuing services available to them.

6 42. Plaintiffs have suffered injury in fact as a result of Defendant's unfair and unlawful
7 business acts and practices alleged herein and can therefore bring this action for relief pursuant to
8 California Business & Professions Code §17200, et seq., and can seek and obtain injunctive relief.

9 43. Plaintiffs have standing to pursue representative claims and relief on behalf of the
10 class members herein in that they meet the standing requirements of California Code of Civil
11 Procedure § 382 as set forth in their class action allegations in paragraphs 28-36 above.

12 44. Defendant engaged in unlawful and unfair business acts and practices, and unfair
13 competition, in violation of California Business and Professions Code § 17200 et seq. by
14 violating, *inter alia*, California Health and Safety Code Section 1374.72 as well as the California
15 Code of Regulations, title 28, Sections 1300.67(f)(8) and 1300.67.2.2.

16 45. Defendant's course of conduct, acts, and practices in violation of California laws
17 mentioned in each paragraph above constitute separate and independent violations of § 17200 et
18 seq. of the California Business and Professions Code.

19 46. The unlawful and unfair business practices and acts of Defendant as described
20 above, have injured Plaintiffs and members of the class. The harm to Plaintiffs and the class
21 members outweighs the utility, if any, of Defendant's acts and practices and, therefore,
22 Defendant's actions described herein constitute an unfair business practice or act within the
23 meaning of California Business and Professions Code § 17200.

24 47. As a result of Defendant's unlawful and unfair business acts and practices alleged
25 herein, Plaintiffs and the class are entitled to restitution constituting recovery of money and/or
26 property that is rightfully theirs and is in Kaiser's possession.

27 48. As a result of Defendant's unlawful and unfair business acts and practices alleged
28 herein, Plaintiffs and the class are entitled to an order requiring Defendant, its agents, servants,

and employees, and all persons acting, directly or indirectly, in concert with them, to restore and disgorge all funds to each member of the class acquired by means of any act or practice declared by this Court to be unlawful or unfair and therefore constitute unfair competition under § 17200 et seq. of the California Business and Professions Code.

49. Money damages will not afford the class members adequate relief because Defendant continues to engage in the unlawful and unfair business practices alleged herein.

50. As a result of Defendant's unlawful and unfair business acts and practices alleged herein, Plaintiffs and the class are entitled to injunctive relief pursuant to California Business & Professions Code § 17203, consisting of a preliminary and/or permanent injunction enjoining Defendant and its respective successors, agents, servants, officers, directors, employees and all persons acting in concert with it from pursuing the policies, acts and practices complained of herein and prohibiting Defendant from continuing such unfair and illegal business acts and practices.

SECOND CAUSE OF ACTION
(Violations of the Unruh Civil Rights Act)

51. Plaintiffs re-allege and incorporate by reference each and every allegation set forth in paragraphs 1 through 50 above.

52. At all times relevant herein, Defendant was a business subject to the Unruh Civil Rights Act.

53. Defendant discriminated against its members with severe mental health conditions with regard to the provision of medical services by *inter alia* failing to accurately monitor the capacity and availability of its network to ensure that members are offered appointments within the regulatory timeframes, resulting in appointment wait times that exceed the length of time allowed by law and by providing inaccurate, misleading, and/or confusing information to its members regarding the availability of mental health services and otherwise denying services and/or dissuading members from pursuing services available to them.

54. The mental health conditions of Plaintiffs and the other class members were a substantial motivating reason for Defendant's wrongful actions as described herein.

1 55. As a proximate result of Defendant's wrongful conduct as described herein,
2 Plaintiffs and other class members have suffered and will continue to suffer damages including
3 but not limited to economic, physical, and/or emotional injuries.

4 56. As a further proximate result of Defendant's wrongful conduct as described herein,
5 Plaintiffs and the class members were forced to expend legal fees and costs in an effort to obtain
6 the benefits due to them under the plan.

7 57. The actions alleged above by Defendant were done with malice, fraud and
8 oppression, and in reckless disregard of the rights of Plaintiffs and the class, entitling them to
9 punitive damages.

10 **THIRD CAUSE OF ACTION**
11 (Breach of the Covenant of Good Faith and Fair Dealing)

12 58. Plaintiffs re-allege and incorporate by reference each and every allegation set forth
13 in paragraphs 1 through 57 above.

14 59. Every insurance policy contains an implied covenant of good faith and fair dealing
15 that neither party will do anything to injure the other party's right to receive the benefits to of the
16 agreement.

17 60. Defendant issued insurance policies to its members, including Plaintiff's late
18 husband, Plaintiff Mortensen, Plaintiff Lucero, and other class members, in return for a fee. The
19 policies are contracts by which Defendant is bound to provide timely access to mental health
20 services in accordance with the law.

21 61. Defendant breached the covenant of good faith and fair dealing by inter alia failing
22 to accurately monitor the capacity and availability of its network to ensure that members are
23 offered appointments within the regulatory timeframes, resulting in appointment wait times that
24 exceed the length of time allowed by law and by providing inaccurate, misleading, and/or
25 confusing information to its members regarding the availability of mental health services and
26 otherwise denying services and/or dissuading members from pursuing services available to them.

27 62. As a proximate result of Defendant's wrongful conduct as described herein,
28 Plaintiffs and other class members have suffered and will continue to suffer damages including

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1 but not limited to economic, physical, and/or emotional injuries.

2 63. As a further proximate result of Defendant's wrongful conduct as described herein,
3 Plaintiffs and the class members were forced to expend legal fees and costs in an effort to obtain
4 the benefits due under the plan.

5 64. The actions alleged above by Defendant were done with malice, fraud and
6 oppression, and in reckless disregard of the rights of Plaintiffs and the class, entitling them to
7 punitive damages.

8 **FOURTH CAUSE OF ACTION**
9 (Breach of Contract)

10 65. Plaintiffs re-allege and incorporate by reference each and every allegation set forth
11 in paragraphs 1 through 64 above.

12 66. Defendant issued insurance policies to its members, in return for a fee. The
13 policies are contracts by which Defendant is bound to provide timely access to mental health
14 services in accordance with the law.

15 67. Defendant breached its contracts with Plaintiffs and other Kaiser members by *inter*
16 *alia* failing to provide timely access to mental health services covered by the plan and in
17 accordance with the law.

18 68. As a proximate result of Defendant's wrongful conduct as described herein,
19 Plaintiffs and other class members have suffered and will continue to suffer damages under the
20 contract.

21 69. As a further proximate result of Defendant's wrongful conduct as described herein,
22 Plaintiffs and the class members were forced to expend legal fees and costs in an effort to obtain
23 the benefits due under the plan.

24 **REQUEST FOR RELIEF**

25 Plaintiffs on behalf of themselves, the class they seek to represent, and all others similarly
26 situated who join in this action requests relief as follows:

- 27 a. Certification of this action as a class action;
28 b. Notice to the class;

- c. Special damages, including economic and incidental damages, past and future;
- d. For prejudgment interest and post judgment interest where warranted;
- e. For general damages, including pain, suffering, mental injury, and emotional distress, past and future;
- f. For reasonable attorney fees, costs of suit, and statutory damages pursuant to Civil Code § 52;
- g. For reasonable attorneys fees pursuant to Code of Civil Procedure § 1021.5 on the grounds that Plaintiffs seek to enforce an important right affecting the public interest, the successful pursuit of this case would confer a significant benefit upon the general public and/or to a large class of persons, and the necessity and cost to Plaintiffs in bringing its private enforcement action outweighs their stake in the action;
- h. For costs or suit pursuant to Code of Civil Procedure §§ 1032-1034;
- i. For punitive damages in an amount warranted under the law;
- j. For injunctive relief requiring Defendant to provide timely access to mental health services in accordance with the law and to provide accurate and understandable information to its members regarding the mental health services available to them.
- k. For such other and further relief, in law or equity, as this Court may deem appropriate and just.

DATED: October 16, 2013

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