

**SUMMONS
(CITACION JUDICIAL)**

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

**NOTICE TO DEFENDANT: CALIFORNIA PHYSICIANS' SERVICES dba
(AVISO AL DEMANDADO): BLUE SHIELD OF CALIFORNIA; and DOES 1
through 100, inclusive,**

**YOU ARE BEING SUED BY PLAINTIFF: ASHLEY SUMMERS, an individual
(LO ESTÁ DEMANDANDO EL DEMANDANTE): on behalf of herself and all
others similarly situated,**

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

CASE NUMBER:
(Número del Caso):

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

(626) 243-5598

DATE: _____ Clerk, by _____, Deputy
(Fecha) *(Secretario)* *(Adjunto)*

*(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

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

- 3. on behalf of *(specify):*

- under: CCP 416.10 (corporation) CCP 416.60 (minor)
- CCP 416.20 (defunct corporation) CCP 416.70 (conservatee)
- CCP 416.40 (association or partnership) CCP 416.90 (authorized person)
- other *(specify):*

- 4. by personal delivery on *(date):*

1 Scott C. Glovsky, Bar No. 170477
Email: Sglovsky@scottglovskylaw.com
2 Ari Dybnis, Bar No. 272767
Email: Adybnis@scottglovskylaw.com
3 LAW OFFICES OF SCOTT GLOVSKY, APC
4 1100 E. Green Street, Suite 200
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5 Website: www.scottglovsky.com
6 Telephone: (626) 243-5598
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7 Attorneys for Plaintiffs
8
9
10

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

14
15 ASHLEY SUMMERS, an individual on
behalf of herself and all others similarly
16 situated,

17 Plaintiffs,

18 vs.

19 CALIFORNIA PHYSICIANS' SERVICES
20 dba BLUE SHIELD OF CALIFORNIA; and
DOES 1 through 100, inclusive,
21

22 Defendants.
23
24

Case No.:

**CLASS ACTION COMPLAINT AND
DEMAND FOR JURY TRIAL**

1. Breach of Contract;
2. Violations of Business & Professions Code Section 17200;
3. Declaratory Relief; and
4. Breach of Implied Covenant of Good Faith and Fair Dealing.

1 Plaintiff Ashley Summers, an individual, alleges with respect to her own acts and on
2 information and belief with respect to all other matters:

3 **GENERAL ALLEGATIONS**

4 **1.**

5 **INTRODUCTION**

6 1. Plaintiff Ashley Summers (“Ashley”) brings this action to stop California
7 Physicians’ Services dba Blue Shield of California (“Blue Shield”) from improperly cancelling
8 members’ health plans in violation of contract and law. Ashley lives with multiple significant
9 medical conditions and depends upon health care coverage to get the medication and regular
10 treatment with the specialists that she needs to manage her conditions. Despite Ashley making
11 timely payments to cover her monthly health plan premiums, Blue Shield cancelled her coverage
12 outside of open enrollment leaving her without insurance and without treatment and medication
13 for four months.

14 2. Ashley’s cancellation is not an isolated experience. Blue Shield systematically
15 cancels members’ health service plans purportedly for non-payment when the members are
16 current on their premium payments and does so without providing proper notice. Because
17 members cannot enroll for a new plan outside of the open enrollment period, once Blue Shield
18 improperly cancels the members’ coverage the members are stuck either with no insurance or
19 costly short term health plans that often only offer inadequate benefits. Blue Shield has known
20 for years that it is systematically cancelling members without cause yet it has not corrected its
21 system.

22 3. Plaintiff also represents a subclass of individuals who like herself incurred health
23 care costs for which Blue Shield would and should have provided coverage had it not improperly
24 cancelled their health plan. As a result, Ashley and others similarly situated have lost their
25 existing health plans and have suffered substantial monetary injury and other injuries.

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2.

THE PARTIES

4. Plaintiff Ashley Summers (“Ashley”) is currently residing and at all times relevant to the actions resided in Los Angeles, California. She was a Blue Shield member for a number of years up until in or about March of 2017 when Blue Shield cancelled her plan without proper cause or notice. She currently resides in Los Angeles, California where she has resided at all times relevant to this action.

5. Defendant California Physicians’ Services dba Blue Shield of California (“Blue Shield”) is, and at all relevant times was, a corporation duly organized and existing under and by virtue of the laws of the State of California and authorized to transact and transacting business in the State of California, with its headquarters in the County of Los Angeles.

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

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

3.

FACTUAL BACKGROUND

8. Ashley Summers has contracted with Blue Shield for years. Under the material terms of her contract, Blue Shield is to provide her with coverage for medically necessary health care in exchange for monthly premiums. In order to pay her monthly premiums, Ashley would

1 initiate payment with her bank, and then the amount would be withdrawn and given to Blue
2 Shield. Ashley paid her premiums through March 2018.

3 9. Health care coverage is particularly important to Ashley because she lives with
4 rheumatoid arthritis and fibromyalgia which require her to take numerous medications and see
5 multiple specialists regularly to keep symptoms managed and prevent a worsening of her
6 conditions. Ashley has kept Blue Shield coverage for years because all of the specialists that she
7 sees are Blue Shield physicians.

8 10. In or about February of 2018, Ashley went to pick up prescription medication yet
9 the pharmacist told her that she could not fill the prescription because Ashley was not covered by
10 the Blue Shield plan. Ashley called Blue Shield to inquire as to what happened and Blue Shield
11 informed her that she had been cancelled due to delinquent payments. Ashley was stunned as she
12 could not understand how she could be delinquent on payment when she had paid through her
13 bank. Further, pursuant to California law and Blue Shield's contract, Blue Shield was required to
14 provide Ashley with notice of cancellation with time to allow her to address the cancellation.
15 Yet, Blue Shield had not sent Ashley any notice of cancellation.

16 11. The Blue Shield agent told Ashley that her plan could be reinstated if she made an
17 additional payment yet could not explain why she had been shown to be delinquent in Blue
18 Shield's system. Shortly after the call, Ashley made the payment to Blue Shield. She was then
19 stunned upon receiving a letter on or about March 27, 2018 wherein Blue Shield wrote to inform
20 her that her plan had been cancelled as of March 4, 2018 "per your request." Ashley had never
21 requested cancellation and Blue Shield had again failed to provide requisite notice before
22 cancelling her plan.

23 12. Ashley submitted a grievance in which she requested reinstatement yet on or about
24 April 25, 2018, Blue Shield sent her a letter denying the grievance. Blue Shield incorrectly stated
25 that Ashley was behind on a premium payment due in February of 2018.

26 13. On or about May 18, 2018, Ashley contacted the Department of Managed Health
27 Care ("DMHC"), the California agency tasked with regulating managed healthcare plans such as
28 the one to which Ashley had been a member. The DMHC sent a complaint to Blue Shield and on

1 or about May 19, 2018 sent Ashley a letter wherein it offered to reinstate her plan but only if she
2 had paid \$2,381.30 which constituted premiums for the past months for which Blue Shield
3 provided no coverage and a future month's premium.

4 14. As a result of Blue Shield's wrongful cancellation, Ashley was without insurance
5 between March, April, May and June. She was unable to get all of her expensive yet medically
6 necessary medication and see specialists for medically necessary consultations and treatments.
7 Without the medication and treatment, she suffered physical injury, emotional distress and
8 incurred out of pocket expenses for some of the medication. By the time that Blue Shield sent its
9 letter in May, Ashley could not afford to make the balloon payment that Blue Shield requested
10 and so she was without insurance.

11 4.

12 **CLASS ACTION ALLEGATIONS**

13 15. Plaintiff seeks certification of the class under California Code of Civil Procedure
14 ("CCP") § 382. An ascertainable class exists, and there are well-defined communities of interest
15 among the class members.

16 **An Ascertainable Class Exists**

17 16. Based on the information of which she and her counsel are currently aware,
18 Plaintiff Ashley Summers defines the putative class as follows:

19 All California residents who are members of any Blue Shield health plan that Blue Shield
20 cancelled for nonpayment without proper basis and notice for doing so at any point in the
21 four years preceding the filing of this lawsuit.

22
23 17. Plaintiff Ashley Summers also defines the putative subclass as follows:

24 All members of the putative class who after Blue Shield cancelled their health plan, they
25 incurred health care costs that Blue Shield absent the cancellation would have been
26 obligated to cover under the terms of their health plans.

27
28 18. As used in the proposed class definition above, the terms "plan," "coverage,"

1 “members,” and “insured” in the definition of the class (above) have the same meanings as in the
2 Blue Shield policies.

3 19. The identity of the putative classes’ subscribers and members is readily
4 ascertainable from Blue Shield’s records.

5 20. The proposed class is limited to insured members who reside in California or who
6 resided in California when they contracted with Blue Shield. The proposed class does not include
7 defendant, its officers, directors, and employees; any entity in which any defendant has a
8 controlling interest, the defendants’ affiliates, legal representatives, attorneys, heirs or assigns; the
9 defendants’ immediate families; any federal, state, or local government entity, any judge, justice,
10 or judicial officer presiding over this matter, the members of their immediate families, and their
11 judicial staffs; and any insured or subscribers whose coverage is subject to the provisions of the
12 Employee Retirement Income Security Act (“ERISA”) or the Federal Employees Health Benefit
13 Act.

14 21. Plaintiff reserves her right to modify the definition of the proposed class based on
15 information that she or her counsel learns through discovery.

16 **Common Questions of Fact & Law Predominate**

17 22. Common questions of fact and common questions of law predominate over
18 individual questions of fact and individual questions of law. These common questions of fact and
19 law include, but are not limited to, whether Blue Shield’s cancellation of health plan coverage for
20 nonpayment without evidence of nonpayment constitutes a breach of contract and an unfair
21 business practice.

22 **Plaintiff’s Claims are Typical**

23 23. Plaintiff’s claims are typical of those of the members of the class. Plaintiff and all
24 members of the proposed class have sustained injury arising out of and caused by Blue Shield’s
25 common course of unlawful conduct.

26 **Plaintiff is an Adequate Representative**

27 24. Plaintiff will adequately represent the class. She has no interests that are in conflict
28 with those of the class. In addition, she has retained counsel who has experience prosecuting

1 consumer class actions; including consumer class actions against health insurance companies and
2 health plans.

3 **Superiority of Class Treatment**

4 25. The class mechanism is superior to other procedures for resolving these claims.
5 Upon information and belief: the class is too large to make joinder practicable. The plaintiffs
6 estimate that the class will include hundreds and perhaps thousands of Blue Shield's members. In
7 addition, most if not all of the members of the class have claims that are limited in terms of their
8 financial value. They have little incentive, if any, to prosecute their claims independently and
9 would be unlikely to find counsel willing to represent them. The only practical mechanism for
10 them to vindicate their rights in this instance is through class treatment of their claims.

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12 5.

13 **FIRST CAUSE OF ACTION**

14 **(Breach of Contract)**

15 PLAINTIFF ASHLEY SUMMERS, individually and on behalf of all similarly situated,
16 FOR A FIRST CAUSE OF ACTION AGAINST DEFENDANT AND DOES 1 THROUGH 100,
17 INCLUSIVE, AND EACH OF THEM, FOR BREACH CONTRACT, ALLEGES:

18 26. Plaintiff incorporates by reference each and every paragraph of the General
19 Allegations as though set forth in full in this cause of action.

20 27. Defendant Blue Shield issued a health insurance contract to Ashley and others
21 similarly situated, the material terms of which include, without limitation, that Ashley and the
22 putative class members were to have timely access to medically necessary diagnosis, assessment,
23 evaluation, care and treatment.

24 28. Blue Shield breached its contractual duties owed to Ashley and the putative class
25 members by canceling their health insurance coverage without providing proper notice and
26 without a basis under the terms of the contract and California law.

27 29. Plaintiff is informed and believes and thereon alleges that Blue Shield and Does
28 1-100, inclusive, have also breached their contractual duties owed to plaintiffs by other acts or

1 omissions of which plaintiff is presently unaware and which will be shown according to proof at
2 the time of trial.

3 30. As a proximate result of the aforementioned breach of contract by defendants,
4 plaintiff and others similarly situated have suffered, and will continue to suffer in the future,
5 damages under the plan contract, plus interest, and other economic damages, for a total amount to
6 be shown at the time of trial. Plaintiff and the other members of the putative class also have lost
7 their health service plans and seek an injunction directing Blue Shield to reinstate their policies.

8 31. Plaintiff, and others similarly situated, request attorneys' fees under Code of Civil
9 Procedure section 1021.5 and/or a common fund theory.

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11 6.

12 **SECOND CAUSE OF ACTION**

13 **(Violation of Business & Professions Code section 17200)**

14 PLAINTIFF ASHLEY SUMMERS, individually and on behalf of others similarly
15 situated, FOR A SECOND CAUSE OF ACTION AGAINST DEFENDANT AND DOES 1
16 THROUGH 100, INCLUSIVE, AND EACH OF THEM, FOR VIOLATIONS OF BUSINESS &
17 PROFESSIONS CODE SECTION 17200, ALLEGES:

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

20 33. Defendants' conduct as alleged above, in cancelling insureds' contracts without
21 providing notice and cancelling plans for nonpayment without any proper basis, constitutes acts
22 of unfair business practices as set forth in Business & Professions Code section 17200 et seq.

23 34. Plaintiff, and others similarly situated, have suffered an injury in fact and have lost
24 money or property as the result of defendants' conduct. Plaintiff respectfully requests that the
25 Court order any equitable relief deemed necessary by the Court including injunctive relief to stop
26 the wrongful practices.

27 35. Plaintiff, and others similarly situated, request attorneys' fees under Code of Civil
28 Procedure section 1021.5 and/or a common fund theory.

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2 7.

3 **THIRD CAUSE OF ACTION**

4 **(Declaratory Relief)**

5 PLAINTIFF ASHLEY SUMMERS, individually and on behalf of others similarly
6 situated, FOR A THIRD CAUSE OF ACTION AGAINST DEFENDANT AND DOES 1
7 THROUGH 100, INCLUSIVE, AND EACH OF THEM, FOR DECLARATORY RELIEF,
8 ALLEGES:

9 36. Plaintiff and the Class hereby repeat and re-allege all preceding paragraphs and
10 incorporate the same as though fully set forth herein.

11 37. An actual controversy now exists between the parties regarding their rights and
12 liabilities under Blue Shield's insurance policies. Plaintiff and the Class request a declaration that
13 Blue Shield has violated the terms of Ashley and the Class members' insurance policies by
14 cancelling health care coverage without providing proper notice and without a basis under the
15 terms of their policies.

16 38. Plaintiff and the Class request attorneys' fees under Code of Civil Procedure
17 section 1021.5 and/or under a common fund theory.

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19 8.

20 **FOURTH CAUSE OF ACTION**

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

22 PLAINTIFF ASHLEY SUMMERS, individually and on behalf of others similarly
23 situated, FOR A FOURTH CAUSE OF ACTION AGAINST DEFENDANT AND DOES 1
24 THROUGH 100, INCLUSIVE, AND EACH OF THEM, FOR BREACH OF IMPLIED
25 COVENANT OF GOOD FAITH AND FAIR DEALING, ALLEGE:

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

28 40. In exchange for plaintiffs' payments of premiums, Blue Shield issued a health care

1 policy, the material terms of which include, without limitation, that plaintiff Ashley Summers was
2 to have timely access to coverage for medically necessary diagnosis, assessment, evaluation, care
3 and treatment. The putative subclass members each were members of health care policies that
4 had the same material terms.

5 41. Notwithstanding defendant's legal and contractual obligations, defendant
6 cancelled the health care plans of Ashley and all persons similarly situated without a proper basis
7 and without proper notice. Ashley and the members of the putative sub class then incurred health
8 care costs for which defendant refused to provide coverage despite a legal and contractual
9 obligation to do so.

10 42. Therefore, by refusing to provide timely benefits, defendant not only breached its
11 contracts, but also acted unreasonably and subjected itself to bad faith liability. As a consequence
12 of defendant's unreasonable and wrongful refusal to pay, plaintiff and those similarly situated
13 suffered economic injuries. Plaintiff Ashley Summers also suffered severe emotional distress
14 and physical injury because of defendant's refusals to abide by its contractual and legal
15 obligations.

16 43. In addition, Defendant, and each of them, breached its duty of good faith and fair
17 dealing under its health care plan with Ashley and its plans with those similarly situated as
18 follows:

- 19 (a) Unreasonably denying benefits under the Plan;
- 20 (b) Unreasonably delaying benefits due under the Plan;
- 21 (c) Unreasonably refusing to cover critically necessary services;
- 22 (d) Unreasonably failing to adequately investigate the request for benefits;
- 23 (e) Unreasonably failing and refusing to give at least as much consideration to
24 plaintiffs' interests as they gave to their own interests; and
- 25 (f) Unreasonably engaging in the practice of preventing Plan members from using
26 covered services, in order to save money.

27 44. Plaintiff and those similarly situated are informed and believe and thereon allege
28 that defendant and Does 1-100, inclusive, have breached their duties of good faith and fair dealing

1 owed to plaintiffs by other acts or omissions of which plaintiffs are presently unaware and which
2 will be shown according to proof at the time of trial.

3 45. As a proximate result of the aforementioned unreasonable and bad faith conduct of
4 defendants, plaintiff and others similarly situated have suffered, and will continue to suffer in the
5 future, damages under the plan contract, plus interest, and other economic and consequential
6 damages, for a total amount to be shown at the time of trial.

7 46. As a further proximate result of the aforementioned wrongful conduct of defendant
8 as alleged in this cause of action, plaintiff Ashley Summers has suffered anxiety, worry, and
9 mental and emotional distress, all to plaintiff's general damage in a sum to be determined at the
10 time of trial.

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

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

25 49. Defendants' conduct described herein was undertaken by the corporate defendants'
26 officers or managing agents, identified herein as DOES 1 through 100, inclusive, who were
27 responsible for claims supervision and operations, underwriting, communications and/or
28 decisions. The aforementioned conduct of said managing agents and individuals was therefore

1 undertaken on behalf of the corporate defendants. Said corporate defendants further had advance
2 knowledge of the actions and conduct of said individuals whose action and conduct were ratified,
3 authorized, and approved by managing agents whose precise identities are unknown to plaintiffs
4 at this time and are therefore identified and designated herein as DOES 1 through 100.

5
6 WHEREFORE, plaintiff prays for judgment against defendants, and each of them, as
7 follows:

8
9 AS TO THE FIRST CAUSE OF ACTION:

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

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15 AS TO THE SECOND CAUSE OF ACTION:

- 16 5. For injunctive relief according to proof at the time of trial;
17 6. For costs of suit incurred herein;
18 7. For reasonable attorney's fees pursuant to Code of Civil Procedure section 1021.5;

19 and

- 20 8. For such other and further relief as the Court deems just and proper.

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22 AS TO THE THIRD CAUSE OF ACTION:

- 23 9. For declaratory relief; and
24 10. For reasonable attorney's fees pursuant to Code of Civil Procedure section 1021.5;

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26 AS TO THE FOURTH CAUSE OF ACTION:

- 27 11. For special and general damages according to proof at the time of trial;
28 12. For punitive damages;

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13. For attorney's fees and litigation costs;

Dated this 17th day of August 2018, at Pasadena, California.

LAW OFFICES OF SCOTT GLOVSKY, APC

By: 

SCOTT C. GLOVSKY
ARI DYBNIS
Attorneys for Plaintiffs


DEMAND FOR JURY TRIAL

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Plaintiff hereby demands a trial by jury.

DATED: August 17, 2018

LAW OFFICES OF SCOTT GLOVSKY, APC

By: 
SCOTT C. GLOVSKY
ARI DYBNIS
Attorneys for Plaintiff

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 Ashley Summers, et al.	FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES STREET ADDRESS: 111 North Hill Street MAILING ADDRESS: 111 North Hill Street CITY AND ZIP CODE: Los Angeles, 90012 BRANCH NAME: Stanley Mosk Courthouse	CASE NUMBER:
CASE NAME: Ashley Summers, et al. v. California Physicians' Services dba Blue Shield of California, et al.	JUDGE: DEPT:
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)

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)
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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 checked="" type="checkbox"/> Large number of witnesses |
| b. <input checked="" 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 checked="" type="checkbox"/> Substantial amount of documentary evidence | f. <input checked="" 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: August 17, 2018

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.

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

**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)

- | | |
|--|---|
| <ol style="list-style-type: none"> 1. Class actions must be filed in the Stanley Mosk Courthouse, Central District. 2. Permissive filing in central district. 3. Location where cause of action arose. 4. Mandatory personal injury filing in North District. 5. Location where performance required or defendant resides. 6. Location of property or permanently garaged vehicle. | <ol style="list-style-type: none"> 7. Location where petitioner resides. 8. Location wherein defendant/respondent functions wholly. 9. Location where one or more of the parties reside. 10. Location of Labor Commissioner Office. 11. Mandatory filing location (Hub Cases – unlawful detainer, limited non-collection, limited collection, or personal injury). |
|--|---|

Auto Tort

Other Personal Injury/Property Damage/Wrongful Death Tort

A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
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
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 <input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1, 4, 11 1, 4, 11
Other Personal Injury Property Damage Wrongful Death (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall) <input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.) <input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress <input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death	1, 4, 11 1, 4, 11 1, 4, 11 1, 4, 11

SHORT TITLE: Ashley Summers, et al . v. California Physicians' Services dba Blue Shield of California, 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	1, 2, 3
		<input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	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	1, 2, 3
		<input type="checkbox"/> A6109 Labor Commissioner Appeals	10
Contract	Breach of Contract/ Warranty (06) (not insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction)	2, 5
		<input type="checkbox"/> A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence)	2, 5
		<input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud)	1, 2, 5
		<input type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	1, 2, 5
	Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff	5, 6, 11
<input type="checkbox"/> A6012 Other Promissory Note/Collections Case		5, 11	
<input type="checkbox"/> A6034 Collections Case-Purchased Debt (Charged Off Consumer Debt Purchased on or after January 1, 2014)		5, 6, 11	
Insurance Coverage (18)	<input checked="" type="checkbox"/> A6015 Insurance Coverage (not complex)	1, 2, 5, 8	
Other Contract (37)	<input type="checkbox"/> A6009 Contractual Fraud	1, 2, 3, 5	
	<input type="checkbox"/> A6031 Tortious Interference	1, 2, 3, 5	
	<input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1, 2, 3, 8, 9	
Real Property	Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation Number of parcels _____	2, 6
	Wrongful Eviction (33)	<input type="checkbox"/> A6023 Wrongful Eviction Case	2, 6
	Other Real Property (26)	<input type="checkbox"/> A6018 Mortgage Foreclosure	2, 6
		<input type="checkbox"/> A6032 Quiet Title	2, 6
<input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)		2, 6	
Unlawful Detainer	Unlawful Detainer-Commercial (31)	<input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	6, 11
	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: Ashley Summers, et al . v. California Physicians' Services dba Blue Shield of California, 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	2, 8
		<input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter	2
		<input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	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	2, 5, 11
		<input type="checkbox"/> A6160 Abstract of Judgment	2, 6
		<input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations)	2, 9
		<input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes)	2, 8
		<input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax	2, 8
		<input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2, 8, 9
Miscellaneous Civil Complaints	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	1, 2, 8
		<input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment)	2, 8
		<input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex)	1, 2, 8
<input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)	1, 2, 8		
Miscellaneous Civil Petitions	Partnership Corporation Governance (21)	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2, 8
	Other Petitions (Not Specified Above) (43)	<input type="checkbox"/> A6121 Civil Harassment	2, 3, 9
		<input type="checkbox"/> A6123 Workplace Harassment	2, 3, 9
		<input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case	2, 3, 9
		<input type="checkbox"/> A6190 Election Contest	2
		<input type="checkbox"/> A6110 Petition for Change of Name/Change of Gender	2, 7
<input type="checkbox"/> A6170 Petition for Relief from Late Claim Law		2, 3, 8	
<input type="checkbox"/> A6100 Other Civil Petition	2, 9		

SHORT TITLE: Ashley Summers, et al . v. California Physicians' Services dba Blue Shield of California, 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 checked="" type="checkbox"/> 1. <input checked="" 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 type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10. <input type="checkbox"/> 11.		ADDRESS: 3662 Barham Boulevard	
CITY: Los Angeles	STATE: CA	ZIP CODE: 90068	

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

Dated: August 17, 2018


(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.