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16 and all others similarly situated

17 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
18 FOR THE COUNTY OF ALAMEDA

19 CHARLES DION, on behalf of himself and  
20 all others similarly situated,

21 Plaintiff,

22 v.

23 KAISER FOUNDATION HEALTH PLAN,  
24 INC.; and DOES 1 through 20, Inclusive

25 Defendants.

) CASE NO.: RG14718903

) [Related to *Futterman v. Kaiser*, RG13697775]

) CLASS ACTION

) FOURTH AMENDED COMPLAINT FOR:

) 1. VIOLATION OF BUSINESS &  
26 ) PROFESSIONS CODE SECTION 17200

27 ) 2. DECLARATORY RELIEF  
28 )

1 **GENERAL ALLEGATIONS**

2 1. The true names and capacities, whether individual, corporate, associate, or  
3 otherwise, of Defendants Does 1 through 20, inclusive, are unknown to Plaintiff at this time, who  
4 therefore sues said Defendants by such fictitious names. Each of the fictitiously named Defendants  
5 is responsible in some manner for the conduct alleged herein and for the injuries suffered by the  
6 Plaintiff and the members of the Class.

7 **THE PARTIES**

8 2. Plaintiff Charles Dion is and, at all times mentioned herein, was a resident and  
9 citizen of the State of California, County of Alameda.

10 3. Defendant Kaiser Foundation Health Plan, Inc. ("Kaiser") is a corporation licensed  
11 to do business in California.

12 **NATURE OF THE ACTION**

13 4. This class action arises out of defendant Kaiser's common practices that violate  
14 California's Mental Health Parity Act ("MHPA"). The California Legislature passed that law  
15 because health plans were discriminating against biologically-based mental illnesses and pushing  
16 the cost of mental health care onto state and local governments. The MHPA sought to remedy this  
17 injustice by mandating that health plans provide all medically necessary treatment for certain  
18 enumerated severe mental illnesses on the same financial terms as those applied to physical  
19 illnesses. Kaiser has engaged in systematic violations of the MHPA by failing to provide and cover  
20 services for treatment of the enumerated severe mental illnesses on terms equivalent to those  
21 applied to physical illnesses. For example, Kaiser refuses to cover residential care treatment for  
22 those with a severe mental illness diagnosis regardless of medical necessity, unless the patient is  
23 considered a danger to himself or others. Additionally, Kaiser refuses to cover individual  
24 psychotherapy treatment for persons living with severe mental illness, regardless of medical  
25 necessity. Kaiser instead steers members to "group" therapy sessions without regard to the specific  
26 therapeutic needs of each individual. These illegal practices have been followed by both Kaiser  
27 and its affiliated medical groups. These illegal practices have been applied to Mr. Dion.

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1 **SUBSTANTIVE ALLEGATIONS**

2 **Kaiser**

3 5. Kaiser is a "health care service plan" licensed by the Department of Managed  
4 Health Care and is subject to the relevant provisions of the Health & Safety Code. Under this  
5 regime, a contract is called an evidence of coverage ("EOC"), the person purchasing the coverage  
6 (or eligible for it through employment) is called the "subscriber" or "member," and the entity  
7 providing the coverage is the "plan." Health & Safety Code section 1345.

8 6. Kaiser provides medical services to its members through an arrangement with its  
9 affiliated medical groups, The Permanente Medical Group ("TPMG") and Southern California  
10 Permanente Medical Group ("SCPMG"). To receive medical services, a member must make an  
11 appointment at a Kaiser facility in the specified area and follow the diagnosis and course of  
12 treatment prescribed by the primary care physician. If a member desires a specialist, a referral is  
13 required from the primary care physician.

14 7. Kaiser provides its members with EOCs that set forth the terms and conditions of  
15 their coverage. Superimposed over Kaiser's contractual duties under the EOCs are the obligations  
16 imposed on it through various provisions of the Health & Safety Code. Pertinent here are the duties  
17 imposed on Kaiser under Health & Safety Code section 1374.72.

18 **The MHPA**

19 8. In 1999, the Legislature enacted the MHPA, which is codified at Health & Safety  
20 Code section 1374.72. The statute provides in relevant part:

21 Every health care service plan . . . shall provide coverage for the diagnosis and  
22 medically necessary treatment of severe mental illnesses of a person of any age, and  
23 of serious emotional disturbances of a child, as specified in subdivisions (d) and (e),  
24 under the same terms and conditions applied to other medical  
conditions as specified in subdivision (c).

25 9. The MHPA, in essence, is a "mental health insurance mandate which 'obligate[s]  
26 health plans to provide coverage (not merely offer it) for the diagnosis and treatment of mental  
27 illness equal to coverage that the plans appl[y] to other medical conditions.'" *Arce v. Kaiser*  
28 *Foundation Health Plan, Inc.* (2010) 181 Cal.App.4th 471, 491, quoting *Yeager v. Blue Cross of*

1 *California* (2009) 175 Cal.App.4th 1098, 1103.

2 10. The MHPA requires plans such as Kaiser to cover a variety of services including  
3 outpatient services, inpatient services, partial hospital services and prescription drugs.

4 (b) These benefits shall include the following:

5 (1) Outpatient services.

6 (2) Inpatient hospital services.

7 (3) Partial hospital services.

8 (4) Prescription drugs, if the plan contract includes coverage for  
9 prescription drugs.

10 Section 1374.72(b). These services must be provided for treatment of a severe mental illness or for  
11 the serious emotional disturbance of a child. "Severe mental illness" is defined to include nine  
12 enumerated illnesses:

13 (d) For the purposes of this section, "severe mental illnesses"  
14 shall include:

15 (1) Schizophrenia.

16 (2) Schizoaffective disorder.

17 (3) Bipolar disorder (manic-depressive illness).

18 (4) Major depressive disorders.

19 (5) Panic disorder.

20 (6) Obsessive-compulsive disorder.

21 (7) Pervasive developmental disorder or autism.

22 (8) Anorexia nervosa.

23 (9) Bulimia nervosa.

24 Section 1374.72(d). The MHPA also requires plans to provide coverage for mental health  
25 services in their entire service areas and in emergency situations.

26 11. The MHPA was enacted to prevent discrimination against biologically-based  
27 mental illnesses and to prevent the plans from pushing the cost of mental health care onto state and  
28 local governments.

1 In enacting the Mental Health Parity Act, the Legislature expressly found that  
2 "[m]ost private health insurance policies provide coverage for mental illness at  
3 levels far below coverage for other physical illnesses," and that "[l]imitations in  
4 coverage for mental illness in private insurance policies have resulted in inadequate  
5 treatment for persons with these illnesses." (Stats. 1999, ch. 534, §1, p. 3702.) The  
6 Legislature further found that "[t]he failure to provide adequate coverage for mental  
7 illnesses in private health insurance policies has resulted in significant increased  
8 expenditures for state and local governments." (*Ibid.*) The stated purpose of the  
9 statute was to "prohibit discrimination against people with biologically-based  
10 mental illnesses, dispel artificial and scientifically unsound distinctions between  
11 mental and physical illnesses, and require equitable mental health coverage among  
12 all health plans and insurers to prevent adverse risk selection by health plans and  
13 insurers." (Assem. Com. on Health, Rep. on Assem. Bill No. 88 (1999-2000 Reg.  
14 Sess.) as amended Feb. 24, 1999, p. 2.)

15 *Arce v. Kaiser Foundation Health Plan, Inc., supra*, 181 Cal.App.4<sup>th</sup> at 491.

16 12. Given the MHPA's purpose, and the fact that treatment for mental and physical  
17 illnesses are often not comparable, the law "requires treatment of mental illnesses sufficient to  
18 reach the same quality of care afforded physical illnesses." *Rea v. Blue Shield of California* (2014)  
19 226 Cal.App.4<sup>th</sup> 1209, 1238. As set forth below, Kaiser's practices violate the MHPA and  
20 frustrate the law's purpose to provide medically necessary treatment for persons with severe,  
21 biologically-based mental illnesses.

#### 22 **Kaiser's Systematic Violation of the MHPA**

23 13. While Kaiser is the plan that contracts with members and assumes the risk of  
24 providing health care services, it provides the services through its two affiliated (and controlled)  
25 medical groups, TPMG and SCPMG. The medical groups are charged with following the practices  
26 and procedures established by Kaiser pursuant to its obligations under the EOCs and applicable  
27 laws, including the MHPA.

28 14. Despite Kaiser's obligation to provide various services for treatment of the  
aforementioned illnesses, Kaiser has violated the MHPA by engaging in various practices as  
specified below.

#### **Residential Care**

15. Residential care treatment is often medically necessary to treat a severe mental  
illness, including obsessive compulsive disorder (OCD).

///

1           16.     Notwithstanding, Kaiser's common practice is to categorically deny coverage for  
2 residential care treatment for members with a severe mental illness diagnosis, except in the narrow  
3 situation where the member is considered a danger to himself or others. Kaisers denies such  
4 coverage for residential care regardless of the medical necessity of this type of treatment.

5           17.     Kaiser's practice is embodied in its current EOCs, which expressly exclude  
6 coverage for residential treatment. The EOC residential care exclusion provides in pertinent part  
7 that Kaiser excludes from coverage:

8                   Care in a facility where you stay overnight, except that this exclusion does not  
9 apply when the overnight stay is part of covered care in ... a licensed facility  
10 providing crisis residential Services covered under "Inpatient psychiatric  
11 hospitalization and intensive psychiatric treatment programs" in the "Mental  
12 Health Services" section, ....

13           18.     The "Inpatient psychiatric hospitalization and intensive psychiatric treatment  
14 program" provision in The Mental Health Services section of the EOC provides in pertinent part  
15 that Kaiser covers, "Short-term treatment in a crisis residential program in a licensed psychiatric  
16 treatment facility with 24 hour-a-day monitoring by clinical staff for stabilization of an acute  
17 psychiatric crisis."

18           19.     Kaiser's practices, procedures and guidelines are to interpret and apply the above  
19 EOC coverage provision and exclusion to mean that Kaiser only covers residential care to treat  
20 severe mental illness if the patient is unable to maintain the safety of self or others without 24 hour  
21 therapeutic structure and support, and excludes all other forms of residential care treatments,  
22 regardless of medical necessity.

23                   **Individual Psychotherapy Treatment for Obsessive Compulsive Disorder and other Severe  
24 Mental Illnesses.**

25           20.     Regular weekly or bi-weekly individual psychotherapy is often medically necessary  
26 to treat a severe mental illness, including obsessive compulsive disorder (OCD), major depression  
27 and other severe mental illnesses.

28           21.     The form of psychotherapy treatment that is generally medically necessary to treat  
OCD is Exposure and Responsive Prevention (ERP) therapy. ERP therapy is a form of cognitive

1 psychotherapy that is used to treat OCD. Regular ongoing weekly and bi-weekly individual ERP  
2 therapy is often medically necessary to treat obsessive compulsive disorder (OCD).

3 22. Notwithstanding, Kaiser does not conduct individualized assessments of members  
4 with a severe mental illness diagnosis to determine if individual psychotherapy treatment is  
5 medically necessary. Instead, without an assessment of individual need, Kaiser's practice is to  
6 push its members living with a severe mental illness into group therapy and to deny requests for  
7 individual psychotherapy, regardless of medical necessity.

8 23. In addition, Kaiser does not conduct individualized assessments of members with  
9 OCD to determine if individual ERP therapy is medically necessary. Instead, without an  
10 assessment of individual need, Kaiser's practice is to push its members living with OCD into  
11 group therapy and to deny or discourage requests for individual ERP therapy, regardless of  
12 medical necessity.

13 24. In June of 2013 the Department of Managed Health Care filed an enforcement  
14 action against Kaiser regarding certain of its mental health practices including the tracking of  
15 timely access to services, the monitoring of the sufficiency of the number of providers, and the  
16 sufficiency of educational materials. Because the Department of Managed Health Care only has  
17 the power to fine a plan or revoke or suspend a plan's license, it sought a \$4 million fine from  
18 Kaiser for the identified improper practices. In September of 2014, on the eve of trial of the  
19 enforcement proceeding, Kaiser paid the \$4 million fine to put an end to that proceeding.

20 **Plaintiff Charles Dion**

21 25. Charles Dion is a 25-year-old man living with a diagnosis of OCD and major  
22 depressive disorder, severe mental illnesses enumerated in the MHPA. Kaiser provides health  
23 coverage to Mr. Dion through his mother's group plan through the University of California.

24 26. Starting in or about April of 2013, Mr. Dion received mental health treatment from  
25 Dr. Carol Mathews, the Director of the University of California, San Francisco Obsessive  
26 Compulsive Disorder Clinic. Dr. Mathews is an out-of-network provider and Mr. Dion paid for her  
27 services himself. In or about early October of 2013, Dr. Mathews prescribed to Mr. Dion bi-  
28 weekly individual psychotherapy for no less than 20 weeks. Specifically, she prescribed a type of

1 ERP therapy. Shortly after, Mr. Dion relayed Dr. Mathews' assessment to Kaiser and requested  
2 that Kaiser either provide or cover the medically necessary individual psychotherapy treatment.

3 27. On November 6, 2013, Mr. Dion met with Timothy Brown PhD, a Kaiser  
4 psychologist who leads one of Kaiser's OCD programs. Mr. Dion again requested the medically  
5 necessary individual psychotherapy. Yet, in accordance with Kaiser's common practice to deny  
6 individual therapy without assessment and without regard to medical necessity, Dr. Brown told  
7 Mr. Dion that Kaiser does not cover regular individual psychotherapy treatment, irrespective of  
8 medical necessity. He stated that other than medication management and prescription, the only  
9 treatment that Kaiser covered for OCD was group therapy classes – which Dr. Brown ran. Dr.  
10 Brown acknowledged that Mr. Dion has severe OCD and that group therapy would be insufficient.  
11 Dr. Brown vaguely stated that he might be able to make an outside referral for Mr. Dion to a single  
12 non-Kaiser anxiety clinic, but it was unclear what treatment this non-Kaiser facility would provide  
13 him. Dr. Brown also cautioned that such referrals were highly unusual. Moreover, this clinic was  
14 100 miles from Mr. Dion's home.

15 28. Kaiser's refusal to provide Mr. Dion with medically necessary ERP therapy was  
16 part of Kaiser's wider practice to categorically deny coverage for any regular individual  
17 psychotherapy for its members who suffer from a severe mental illness, regardless of medical  
18 necessity.

19 29. Because Mr. Dion could not receive coverage from Kaiser for the medically  
20 necessary ERP therapy, he began treatment outside of Kaiser with a non-Kaiser therapist. Mr. Dion  
21 filed a grievance with Kaiser on November 19, 2013 for past and future psychotherapy. On  
22 December 31, 2013, Mr. Dion received a letter from Kaiser that stated that it would pay for his  
23 current ERP therapy, but only as a "one time courtesy," and denied coverage for treatment after  
24 January 31, 2014, reinforcing that the fact that Kaiser's practice is to not authorize medically  
25 necessary ERP therapy. He has since needed medically necessary ERP therapy, as Kaiser was  
26 aware, and been forced to pay for this treatment.

27 30. Due to Mr. Dion's severe OCD, Dr. Mathews determined that it was medically  
28 necessary for Mr. Dion to be admitted into a residential treatment program. Mental health



1 practitioners at the OCD Residential Treatment Program in Rogers Memorial Hospital confirmed  
2 this assessment. Thus, Mr. Dion sought authorization from Kaiser in March of 2014 for admission  
3 to a residential treatment program. Kaiser, however, denied that request and advised Mr. Dion that  
4 Kaiser does not provide coverage for residential treatment programs for severe mental illness,  
5 irrespective of medical necessity. Specifically, Mr. Dion's Kaiser psychiatrist, Dr. Peter Cohen,  
6 wrote to Mr. Dion on or about March 26, 2014 and stated, in part: "I am sorry to hear of your  
7 severe struggles with OCD symptoms. However, *my Chief informs me that residential care is not*  
8 *covered under your Kaiser psychiatric benefit.*" (Emphasis added.)

9 31. After he received Dr. Cohen's email, Mr. Dion received treatment at a residential  
10 treatment program. Mr. Dion has paid for part of the residential treatment costs, and is currently  
11 liable for additional costs of the treatment.

12 32. As a result of Kaiser's refusal to provide Mr. Dion with individual psychotherapy  
13 despite his severe mental illness and need, Mr. Dion has also spent money and continues to incur  
14 costs to treat his OCD.

#### 15 CLASS ACTION ALLEGATIONS

16 33. Pursuant to California Code of Civil Procedure section 382 and California Rules of  
17 Court, Rule 3.760 et seq., Plaintiff seeks class certification of the following Classes:

18 All California members of Kaiser Foundation Health Plan, Inc. who had, at any  
19 time within four years of the filing of the complaint, one or more of the severe  
20 mental illnesses itemized in MHPA or a serious emotional disturbance of a child  
21 as defined in the MHPA, and who were denied coverage for residential care  
22 treatment, without regard to medical necessity.

22 All California members of Kaiser Foundation Health Plan, Inc. who had, at any  
23 time within four years of the filing of the complaint, one or more of the severe  
24 mental illnesses itemized in MHPA or a serious emotional disturbance of a child  
25 and who been denied individual psychotherapy, without assessment and without  
26 regard to medical necessity, in favor of group therapy.

25 All California members of Kaiser Foundation Health Plan, Inc. who had, at any  
26 time within four years of the filing of the complaint, a diagnosis of OCD, and who  
27 were denied individual ERP therapy.

27 Excluded from this definition are members covered under ERISA plans, FEHBA  
28 plans, and Medi-Cal plans.

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34. The proposed class meets the requirements of a certified class in that:

- a. The members are so numerous that joinder of all members is impracticable;
- b. The members of the class are ascertainable;
- c. Common questions of law and fact exist as to all members of the class;
- d. Plaintiff's claims are typical of the claims of the members of the class and Plaintiff and the members of the classes are similarly affected by Kaiser's wrongful conduct;
- e. Plaintiff will fairly and adequately protect the interests of the members of the class and has retained counsel competent and experienced in class and insurance litigation;
- f. Inconsistent or varying adjudications with respect to individual members of the class would establish incompatible standards of conduct for Kaiser;
- g. Kaiser has acted or refused to act on grounds generally applicable to the class, thereby making appropriate final injunctive relief or corresponding declaratory relief with respect to the class as a whole; and
- h. A class action is superior to all other available methods for the fair and efficient adjudication of this controversy since it will promote judicial economy and avoid inconsistent individual results.

35. Excluded from the class allegations are Kaiser's practices regarding applied behavioral analysis and speech therapy employed from April 8, 2004 through June 30, 2012 that were the subject of the class settlement in *Arce v. Kaiser Foundation Health Plan, Inc.*, Los Angeles Superior Court No. BC388689.

**FIRST CAUSE OF ACTION  
(Violation of the Business and Professions Code section 17200)**

36. Plaintiff and the Class hereby repeat and reallege all preceding paragraphs and incorporate same as though fully set forth herein.

37. Business and Professions Code section 17200 et seq., the Unfair Competition Law ("UCL"), prohibits acts of "unfair competition," including any "unlawful, unfair or fraudulent business act or practice" and "unfair, deceptive, untrue or misleading advertising." The following  
///

1 acts of Kaiser, as alleged herein, constitute an unlawful business practice by virtue of its violation  
2 of the MHPA.

3 (A) Denying coverage for residential care treatment for members living with a  
4 severe mental illness diagnosis, such as Mr. Dion, except where the patient is considered a danger  
5 to himself or others, without assessment and without regard to medical necessity.

6 (B) Denying individual psychotherapy to its members with severe mental illness,  
7 such as Mr. Dion, without assessment and without regard to medical necessity, in favor of group  
8 therapy.

9 (C) Denying individual ERP therapy to members with OCD, such as Mr. Dion,  
10 without assessment and without regard to medical necessity, in favor of group therapy.

11 38. As a result of Kaiser's violation of the MHPA and the UCL, Plaintiff has suffered  
12 injury in fact and has lost money or property because Kaiser has failed to provide the benefits due,  
13 as required by statute and, hence, Kaiser's EOCs.

14 39. On behalf of themselves and on behalf of the general public, Plaintiff and the Class  
15 request declaratory and injunctive relief as remedies to correct Kaiser's illegal practices. Plaintiff  
16 and the Class request that the Court:

17 (A) Enjoin Kaiser's common practice to deny coverage for residential care  
18 treatment for members living with a severe mental illness diagnosis, such as Mr. Dion, except  
19 where the patient is considered a danger to himself or others, without assessment and without  
20 regard to medical necessity.

21 (B) Enjoin Kaiser's common practice to deny coverage for individual  
22 psychotherapy, such as Mr. Dion, without assessment and without regard to medical necessity, in  
23 favor of group therapy.

24 (C) Enjoin Kaiser's common practice to deny coverage for ERP therapy to  
25 members with OCD, such as Mr. Dion, without assessment and without regard to medical  
26 necessity, in favor of group therapy.

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1 (D) Order Kaiser to notify class members that Kaiser's position with respect to the  
2 above mental health care issues was incorrect and that it will cover mental health treatments in  
3 accordance with the MHPA

4 (E) Notify class members that if they have paid monies out of pocket for residential  
5 care or individualized therapy, they can submit those claims for proper review under the MHPA

6 (F) Review any such claims received in a manner that is consistent with the  
7 provisions of the MHPA.

8 40. Plaintiff and the Class request attorneys' fees under Code of Civil Procedure section  
9 1021.5 and/or under a common fund theory.

10 **SECOND CAUSE OF ACTION**  
11 **(Declaratory Relief)**

12 41. Plaintiff and the Class hereby repeat and re-allege all preceding paragraphs and  
13 incorporate the same as though fully set forth herein.

14 42. An actual controversy now exists between the parties regarding their rights and  
15 liabilities under the MHPA and/or Kaiser EOCs. Plaintiff and the Class request a declaration that  
16 Kaiser has violated the MHPA by: (A) Denying coverage for residential care treatment for  
17 members living with a severe mental illness diagnosis, except where the patient is considered a  
18 danger to himself or others, without assessment and without regard to medical necessity; (B)  
19 Denying individual ERP therapy to its members with OCD, without assessment and without regard  
20 to medical necessity, in favor of group therapy; (C) Denying individual ERP therapy to its  
21 members with OCD, without assessment and without regard to medical necessity, in favor of  
22 group therapy;

23 43. Plaintiff and the Class request attorneys' fees under Code of Civil Procedure section  
24 1021.5 and/or under a common fund theory.

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1 **PRAYER FOR RELIEF**

2 WHEREFORE, Plaintiff and the Class pray for judgment against Kaiser as follows:

3 On the First Cause of Action for Violation of the UCL:

4 1. For a preliminary and permanent injunction:

5 (a) enjoining Kaiser's common practice to deny coverage for residential care  
6 treatment for members living with a severe mental illness diagnosis, such as Mr. Dion, except  
7 where the patient is considered a danger to himself or others, without assessment and without  
8 regard to medical necessity.

9 (b) enjoining Kaiser's common practice to deny coverage for individual  
10 psychotherapy to its members with severe mental illness, such as Mr. Dion, without assessment  
11 and without regard to medical necessity, in favor of group therapy.

12 (c) enjoining Kaiser's common practice to deny coverage for individual ERP  
13 therapy to members with OCD, such as Mr. Dion, without assessment and without regard to  
14 medical necessity, in favor of group therapy.

15 (d) Ordering Kaiser to notify class members that Kaiser's position with respect to  
16 the foregoing mental health care issues was incorrect and that it will cover mental health  
17 treatments in accordance with the MHPA

18 (e) Ordering Kaiser to Notify class members that if they have paid monies out of  
19 pocket for residential care or individualized therapy, they can submit those claims for proper  
20 review under the MHPA

21 (f) Ordering Kaiser to review any such claims received in a manner that is  
22 consistent with the provisions of the MHPA.

23 2. A declaration of the rights and liabilities of the parties under Kaiser's EOCs and/or  
24 the MHPA;

25 3. Reasonable attorneys' fees;

26 4. Costs of suit incurred herein; and

27 5. For such other and further relief as the Court deems just and proper.

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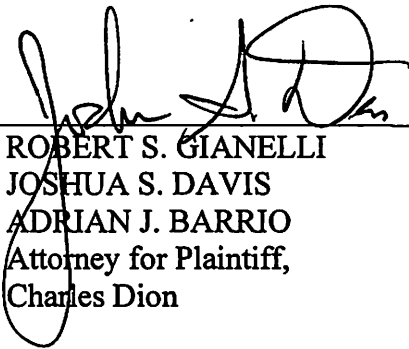
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On the Second Cause of Action for Declaratory Relief:

1. A declaration of the rights and liabilities of the parties under Kaiser's EOCs and/or the MHPA;
2. Reasonable attorneys' fees;
3. Costs of suit incurred herein; and
4. For such other and further relief as the Court deems just and proper.

DATED: September 11, 2015

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**PROOF OF SERVICE**

Charles Dion v. Kaiser Foundation Health Plan, Inc. / RG14718903

**STATE OF CALIFORNIA,  
COUNTY OF LOS ANGELES**

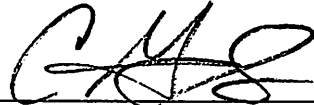
I am employed in the County of Los Angeles, State of California. I am over the age of 18 years and not a party to the within action; my business address is 550 South Hope Street, Suite 1645, Los Angeles, CA 90071.

On September 14, 2015, I served the foregoing document described as **FOURTH AMENDED COMPLAINT FOR: 1. VIOLATION OF BUSINESS & PROFESSIONS CODE SECTION 17200 2. DECLARATORY RELIEF** on the interested parties in this action by placing a true copy of the original thereof enclosed in a sealed envelope addressed as follows:

**PLEASE SEE ATTACHED SERVICE LIST**

**(By Mail)** As follows: I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postage cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

**(State)** I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on September 14, 2015 at Los Angeles, California.



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Concepcion Gonzales

**SERVICE LIST**

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