

FILED BY FAX
ALAMEDA COUNTY

December 23, 2013

CLERK OF
THE SUPERIOR COURT
By Angelica Mendola, Deputy

CASE NUMBER:
RG13707886

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6 IN THE SUPERIOR COURT OF THE STATE CALIFORNIA
7 IN AND FOR THE COUNTY OF ALAMEDA
8 UNLIMITED JURISDICTION

9
10 HARCHEREN KANG, spouse of the
11 deceased,

12 KANWARJIT KANG,
13 Plaintiff.

14 Vs.

15
16 KAISER FOUNDATION HEALTH PLAN,
17 INC. a corporation, JED A. KATZEL, M.D.,
18 NITI K. MANN, D.O. and DOES 1-25,
19 Inclusive,

20 Defendant.

Case No.:

COMPLAINT FOR DAMAGES FOR
WRONGFUL DEATH AND
PROFESSIONAL NEGLIGENCE

21
22 PLAINTIFF alleges:

23 1. Plaintiff Harcheren Kang is entitled to file an action
24 for the wrongful death of Kanwarjit Kang, hereinafter "decedent"
25 pursuant to Code of Civil Procedures Section 377.60 based on the
relationship to decedent as follows:

<u>Name</u>	<u>Relationship to Decedent</u>
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Harcheren Kang	Spouse
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2. At all times herein mentioned, Defendant Kaiser Foundation Health Plan, Inc. was, and is, a corporation duly organized and existing under the laws of the State of California with its principle place of business in Oakland, Alameda County, California.

3. At all times herein mentioned, Defendant Kaiser Foundation Health Plan, Inc. owned, operated, and managed a hospital known as Kaiser Hospital, Inc. in Santa Clara, Santa Clara County, California, pursuant to license duly issued by the California Department of Health, where it is engaged in the of business treating and supervising patients suffering from cancer.

4. At all times herein mentioned, Defendant Kaiser Foundation Health Plan, Inc. owned, operated, and managed a hospital known as Kaiser Hospital, Hayward in Hayward, Alameda County, California, pursuant to a license duly issued by the California Department of Health, where it is engaged in the business of treating and supervising patients suffering from cancer.

5. At all times herein mentioned, Defendant Jed A. Katzel M.D. was a physician and surgeon licensed to practice medicine and perform surgery under the laws of the State of California, and was engaged in the practice of medicine for the Defendant Kaiser Foundation Health Plan, Inc.

1 6. At all times herein mentioned, Defendant Niti K. Mann
2 D.O. was a physician and surgeon licensed to practice medicine
3 and perform surgery under the laws of the State of California,
4 and was engaged in the practice of medicine for Defendant Kaiser
5 Foundation Health Plan, Inc.

6 7. Plaintiff is ignorant of the true names and capacities
7 of Defendants sued herein as Does 1-25, inclusive, and therefore
8 sues these Defendants by such fictitious names. Plaintiff will
9 amend this complaint to allege their true names and capacities
10 when ascertained. Plaintiff is informed and believes and thereon
11 alleges that each of the fictitiously named Defendants is
12 negligently responsible in some manner for the occurrences
13 herein alleged, and that Plaintiff's injuries as herein alleged
14 were proximately caused by the negligence hereinafter alleged.

15 8. At all times herein mentioned, Defendants Jed A. Katzel
16 M.D. and Nita K. Mann, O.D. and Does 1-25 were the agents and
17 employees of Defendant Kaiser Foundation Health Plan, Inc., and
18 in doing the things herein mentioned, were acting within the
19 course and scope of their authority as such agents and employees
20 with the consent of their codefendant.

21 9. On September 11, 2012, Plaintiff entered Kaiser
22 Hospital, Santa Clara, for the purpose of treating Plaintiff for
23 lung cancer. At that time, Defendant, and each of them,
24 undertook to provide Plaintiff with such care and attendance as
25 Plaintiff might require while she was a patient in said
hospital.

 10. On and between September 11, 2012 and October 5, 2012,
while Plaintiff was a patient in Kaiser Hospital, Santa Clara

1 and Kaiser Hospital, Hayward, California, Defendants, and each
2 of them, negligently and carelessly failed and refused to
3 provide chemo therapy treatments to Plaintiff to arrest the
4 progress of the disease even though Plaintiff requested the
5 same.

6 11. As a proximate result of the negligence of the
7 Defendant and each of them, and their subsequent failure and
8 refusal to treat and care for, and their abandonment of, the
9 decedent died on or about October 5, 2012 from lung cancer.

10 12. At and prior to the time of the decedent's death, the
11 Plaintiff lived with the decedent, and at all times prior to her
12 death, the decedent was a faithful, loving, and dutiful spouse
13 to Plaintiff.

14 13. As a proximate result of the negligence of the
15 Defendants and each of them alleged, and of the decedent's
16 death, the Plaintiff's been deprived of the decedent's society,
17 comfort, attention, services, and support to his damage.

18 14. As a further proximate result of the negligence of the
19 Defendants and each of them, herein alleged, and of the death of
20 the decedent, Plaintiff has incurred funeral and burial
21 expenses.

22 15. On October 1, 2013 Plaintiff gave Defendants written
23 notice of his intention to commence this action. A copy of the
24 notice is attached hereto as Exhibit A and made a part hereof.

25 SECOND CAUSE OF ACTION

(Survival Action Based on Negligence)

16 16. Plaintiff incorporates Paragraphs 1-15 inclusive, of
17 the First Cause of Action.

1 17. As a further proximate result of the negligence of the
2 Defendants as herein alleged, the decedent incurred expenses
3 prior to her death for medical treatment and related expenses to
4 her damage.

5 WHEREFORE, Plaintiff prays judgment as follows:

- 6 1. For general damages according to proof;
7 2. For funeral and burial expenses according to proof;
8 3. For medical and related expenses according to proof;
9 4. For interest on all economic damages in the legal amount
10 from October 5, 2012 to the date of judgment;
11 5. For costs of suit herein incurred; and
12 6. For such other and further relief as the court may deem
13 proper.

14 Law Offices of Ronald Z. Berki

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16 Ronald Z. Berki, Esq.

17 Attorney for Plaintiff: Harcheren Kang
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