

FILED  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF RIVERSIDE

NOV 07 2014  
L. VILLANUEVA

MFA

NOV 07 2014

1 PRESTON ALLEN DOZIER, III  
2 24850 Hancock Avenue, B206  
3 Murrieta, CA 92562  
4 By and through his Guardian Ad Litem  
5 NICOLE BYRUM

6  
7 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
8  
9 IN AND FOR THE COUNTY OF RIVERSIDE

10  
11 PRESTON ALLEN DOZIER III, a minor, by  
12 and through his Guardian Ad Litem, NICOLE  
13 BYRUM,

14 Plaintiff,

15 vs.

16 SOUTHERN CALIFORNIA PERMANENTE  
17 MEDICAL GROUP, KAISER  
18 FOUNDATION HOSPITALS, KAISER  
19 FOUNDATION HEALTH PLAN, KAISER  
20 PERMANENTE and DOES 1-100, inclusive  
21 and each of them,

22 Defendants.

Case No.: **RIC 1410682**

COMPLAINT FOR PROFESSIONAL  
NEGLIGENCE-MEDICAL MALPRACTICE,  
NELIGENT INFLECTION OF EMOTIONAL  
DISTRESS, FUTURE MEDICAL COSTS  
AND EXPENSES

23 FIRST CAUSE OF ACTION FOR PROFESSIONAL NEGLIGENCE-MEDICAL  
24 MALPRACTICE AGAINST ALL DEFENDANTS BY PLAINTIFF PRESTON ALLEN  
25 DOZIER III

26 PLAINTIFF alleges:

- 27 1. Plaintiff is ignorant of the true names and capacities, whether individual, corporate,  
28 associate or otherwise, of defendants sued herein as Does 1-100, inclusive, and  
therefore sues such defendants by such fictitious names. Plaintiff will amend this

COMPLAINT FOR PROFESSIONAL NEGLIGENCE-MEDICAL MALPRACTICE, NELIGENT  
INFLECTION OF EMOTIONAL DISTRESS, FUTURE MEDICAL COSTS AND EXPENSES - 1

1 complaint to allege their true names and capacities when ascertained. Plaintiff is  
2 informed and believes and thereon alleges that each of the fictitiously named  
3 defendants herein is in some manner legally responsible for the events and  
4 happenings described herein and caused damages to plaintiff as herein alleged.  
5

- 6 2. Plaintiff is further informed and believe and thereon allege that at all relevant times  
7 herein, each of the defendants was and is the agent, servant, and employee of each of  
8 the other defendants herein and that all of the things alleged to have been done by  
9 defendants were done in the capacity of and as an agent of the other defendants.  
10
- 11 3. Plaintiff is informed and believes that SOUTHERN CALIFORNIA PERMANENTE  
12 MEDICAL GROUP is a business entity, form unknown, doing business in the County  
13 of Riverside, State of California and with a principal business address of 27300 Iris  
14 Avenue, Moreno Valley, California, 92555.  
15
- 16 4. Plaintiff is informed and believes that KAISER FOUNDATION HOSPITALS, is a  
17 corporation, doing business in the County of Riverside, State of California and with a  
18 principal place of business address of 27300 Iris Avenue, Moreno Valley, California,  
19 92555.  
20
- 21 5. Plaintiff is informed and believes that KAISER FOUNDATION HEALTH PLAN, is  
22 a business entity, form unknown, doing business in the County of Riverside, State of  
23 California and with a principal business address of 27300 Iris Avenue, Moreno  
24 Valley, California, 92555.  
25
- 26 6. Plaintiff is informed and believes that KAISER PERMANENTE is a business entity,  
27 form unknown, doing business in the County of Riverside, State of California and  
28

1 with a principal business address of 27300 Iris Avenue, Moreno Valley, California,  
2 92555.

3  
4 7. The injuries upon which this action is based on occurred as a result of the actions of  
5 defendants and each of them which took place at Kaiser Permanente, located at 27300  
6 Iris Avenue, Moreno Valley, California 92555.

7  
8 8. At all times herein mentioned, the defendants, Does 1-90, inclusive, and each of  
9 them, were, and now are, physicians, surgeons, or other allied health personnel  
10 holding themselves out to be duly licensed by the State of California to practice  
11 medicine, surgery, and related medical and/or surgical services in the State of  
12 California, and to possess that degree of skill, ability and expertise, knowledge,  
13 qualifications and learning of similar practitioners in said community.

14  
15 9. At all times mentioned herein, the defendants SOUTHERN CALIFORNIA  
16 PERMANENTE MEDICAL GROUP, KAISER FOUNDATION HOSPITALS,  
17 KAISER FOUNDATION HEALTH PLAN, KAISER PERMANENTE and does 90-  
18 100, inclusive, and each of them were corporations, co-joint-venturers, partnerships,  
19 associations, or other business entities organized and existing under the laws of the  
20 State of California, and authorized to and doing business in the County of Riverside,  
21 State of California. Said defendants were the alter ego of each of the remaining  
22 defendants, and among other things, said defendants consisted of, owned, were  
23 involved with and or operated a medical facility open to members of the general  
24 public. Said defendants were the masters and employers of defendants, does 1-100,  
25 inclusive, who were at all times herein mentioned, acting within the course and scope  
26 of their employment, agency and or joint venture.  
27  
28

1 10. At all times mentioned herein, defendant does 1-90, inclusive, and each of them, were  
2 aides, attendants, technicians, nursing or medical personnel, acting as agents,  
3 employees, or servants of some or all of the defendants, within the course and scope  
4 of said agency and employment.  
5

6 11. At all times mentioned herein, does 1-90, and each of them, held themselves out to  
7 the public at large and to plaintiff, in particular, as fully qualified physicians and  
8 surgeons, duly licensed to practice their profession in the State of California, and  
9 exercising prudent, reasonable judgment and care in their treatment of patients and in  
10 the selection, employment and control of qualified, trained, experienced nurses, nurse  
11 practitioners, nursing personnel, orderlies, assistants, aides, and employees under  
12 their supervision, control, direction, responsibility and authority while performing  
13 services and caring for patients including, but not limited to, plaintiff, PRESTON  
14 ALLEN DOZIER III.  
15  
16

17 12. Defendants SOUTHERN CALIFORNIA PERMANENTE MEDICAL GROUP,  
18 KAISER FOUNDATION HOSPITALS, KAISER FOUNDATION HEALTH PLAN,  
19 KAISER PERMANENTE and defendant does 91-100, at all times herein mentioned,  
20 owned, operated, managed, controlled and administered a general medical facility in  
21 the Central District of this court and held itself out to the public at large, and to  
22 plaintiff in particular, as a properly equipped, fully accredited, competently staffed  
23 medical facility with qualified and prudent personnel, and operating in compliance  
24 with the standard of care maintained in other properly and efficiently operated and  
25 administered, accredited medical facilities in the Southern California medical  
26 community and offering full, competent, and efficient medical surgical, laboratory, x-  
27  
28

1 ray, paramedical and other services to the general public and to plaintiff herein; and  
2 said defendant, SOUTHERN CALIFORNIA PERMANENTE MEDICAL GROUP,  
3 KAISER FOUNDATION HOSPITALS, KAISER FOUNDATION HEALTH PLAN,  
4 KAISER PERMANENTE, and each of the defendants, administered, governed,  
5 controlled, managed and directed all the necessary functions, activities and operation  
6 of said medical facility including its nursing care, training of interns, residents and  
7 house staff, and the activities of physicians and surgeons and all employees acting  
8 within said medical facility.  
9

10  
11 13. On or about November 17, 2011, plaintiff PRESTON ALLEN DOZIER III, was born  
12 at 27300 Iris Avenue, Moreno Valley, CA 92555.

13 14. On or about November 18, 2011, plaintiff PRESTON ALL DOZIER III, consulted  
14 defendant does 1-45, inclusive, and each of them, for the purpose of obtaining post  
15 birth medical care and a routine circumcision.  
16

17 15. At said time and place, the defendants SOUTHERN CALIFORNIA PERMANENTE  
18 MEDICAL GROUP, KAISER FOUNDATION HOSPITALS, KAISER  
19 FOUNDATION HEALTH PLAN, KAISER PERMANENTE and does 1-45,  
20 inclusive, and each of them, undertook said employment and undertook and agreed to  
21 care for and treat plaintiff, and to do all things necessary and proper in connection  
22 therewith, and said defendants, and each of them thereafter entered into such  
23 employment individually and by and through their employees and agents. Defendants,  
24 and each of them continued to render medical care and treatment through December  
25 2011.  
26  
27

28 //

1 16. At said time and place, the defendants SOUTHERN CALIFORNIA PERMANENTE  
2 MEDICAL GROUP, KAISER FOUNDATION HOSPITALS, KAISER  
3 FOUNDATION HEALTH PLAN, KAISER PERMANENTE and does 1-45,  
4 inclusive, and each of them, individually, and by and through their employees and  
5 agents, negligently performed a circumcision and provided post procedure treatment  
6 to plaintiff PRESTON ALLEN DOZER III. Such actions took place at 27300 Iris  
7 Avenue, Moreno Valley, California 92555.  
8

9  
10 17. As a result of the negligently performed procedure and post procedure care, plaintiff  
11 PRESTON ALLEN DOZIER III has suffered excess skin on his penis shaft as well as  
12 reconnecting skin to the tip of his penis. To date, and as a direct and proximate  
13 result of this negligently performed procedure and post procedure care, PRESTON  
14 ALL DOZIER III still experiences excess skin on his penis shaft and reconnecting  
15 skin to the tip of his penis which is pulled and tearing when his penis gets erect and  
16 will continue to tear and pull as he grows.  
17

18 18. As a result of such negligently performed care, PRESTON ALL DOZIER III has  
19 suffered pain, discomfort and emotional distress. He has also consulted his primary  
20 doctor and a specialist regarding his injuries and will have to pay large sums of  
21 money in order to correct the situation as it may not be covered under his current  
22 insurance. Therefore plaintiff PRESTON ALLEN DOZIER II and will have to pay  
23 more in the future for a revision surgery, post surgery costs and continued treatment  
24 with additional scarring as well as emotional stress and pain and suffering.  
25

26  
27 19. The above injuries were suffered as a direct, proximate and legal result of the  
28 negligence of the defendants, and each of them.

1 20. The care and treatment plaintiff PRESTON ALLEN DOZIER III received from  
2 defendants, and each of them, negligently failed to conform to the standard of care  
3 both with respect to the care and treatment rendered to plaintiff and with respect to  
4 providing to plaintiff a routine procedure.  
5

6 21. At all times herein mentioned, the defendants, SOUTHERN CALIFORNIA  
7 PERMANENTE MEDICAL GROUP, KAISER FOUNDATION HOSPITALS,  
8 KAISER FOUNDATION HEALTH PLAN, KAISER PERMANENTE, and does 90-  
9 100, inclusive, and each of them, individually and by and through their employees  
10 and agents, negligently and carelessly failed to properly ensure the character, quality,  
11 ability and competence of individuals, including the remaining defendants, and each  
12 of them, treating PRESTON ALLEN DOZIER III for his routine circumcision and  
13 post procedure treatment and as a proximate result thereof, plaintiff was caused to,  
14 and did, suffer the aforementioned damages and injuries proximately thereby, as  
15 herein alleged.  
16  
17

18 22. As a proximate result of the said conduct of the defendants, and each of them,  
19 plaintiff was injured in his body and in his health, strength, and activities, and  
20 sustained injury to his mental health and shock and injury to his nervous system, all  
21 of which have caused and continue to cause, plaintiff great mental, emotional,  
22 physical and nervous pain and suffering. Plaintiff is informed and believes and  
23 thereon alleges that some or all of said injuries will be of a permanent nature and will  
24 result in some permanent disability to plaintiff, all to his general damages in a sum in  
25 excess of the jurisdiction of this court.  
26  
27

1 23. As a further and proximate result of the misconduct of the defendants, and each of  
2 them, plaintiff was required to, and did, employ physicians, surgeons, hospitals and  
3 other medical care providers to examine, treat, and care for him, and did incur, and  
4 will in the future incur, medical and other related expenses including but not limited  
5 to medications, surgical procedures, anesthesia, post treatment care, follow up  
6 consultations and examinations, mental and emotional pain in connection herewith,  
7 the exact amount of which costs, fees and expenses are unknown to plaintiff at this  
8 time, but will be shown according to proof at the time of trial.  
9

10  
11 24. Defendants and each of them owed a duty to plaintiff to do, among other things:  
12 provide medical care and treatment to him; exercise due care in screening, hiring,  
13 supervision, retaining employees, agents and representatives acting on said  
14 defendants' behalf; meeting acceptable standards in continuing medical education;  
15 meeting acceptable standards for patient medical treatment; providing proper medical  
16 care, treatment and services to plaintiff, all within the applicable standards of care in  
17 the community.  
18

19 25. Defendants, and each of them, breached their respective duties of care and were  
20 negligent by, among other things, failing to properly perform and routine  
21 circumcision and post procedure care. Defendants and each of them also were guilty  
22 of failing to properly screen, hire, supervise, manage and retain employees, agents and  
23 representatives acting on defendant's behalf, failing to meet accepted standards in  
24 continuing medical education, failing to meet accepted standards for patient medical  
25 care and treatment, and failing to provide proper medical services within the  
26 applicable standard of care in the community.  
27  
28



1 26. As a direct and legal result of the negligent conduct of the defendants, and each of  
2 them, plaintiff suffered the aforementioned injuries.

3 27. In compliance with California Code of Civil Procedure section 364, on November 5,  
4 2014, Plaintiff orally informed defendants that he was going to file suit.  
5

6 **SECOND CAUSE OF ACTION FOR NEGLIGENT INFLECTION OF EMOTIONAL**  
7 **DISTRESS AGAINST ALL DEFENDANTS BY PLAINTIFF PRESTON ALLEN DOZIER III**

8 28. Plaintiff PRESTON ALLEN DOZIER III hereby incorporates the allegations  
9 contained in paragraphs 1 through 27, inclusive, of this Complaint, as though fully set  
10 forth herein.  
11

12 29. The conduct of defendants, and each of them, was the main factor in causing Plaintiff  
13 PRESTON ALLEN DOZIER III's current and future emotional distress including  
14 anguish, nervousness, physical pain, grief and anxiety such that an ordinary,  
15 reasonable person wouldn't be unable to understand or cope with it.  
16

17 30. Plaintiff will need a revision surgery to correct defendants, and each of them,  
18 negligently performed routine circumcision which will leave additional scar tissue on  
19 his penis. This revision surgery will cause additional mental and emotional pain and  
20 suffering of plaintiff PRESTON ALLEN DOZIER III. The exact amount of pain and  
21 suffering that plaintiff will incur after the revision surgery is unknown at this time,  
22 but plaintiff should be compensated for such pain and suffering.  
23

24 31. As a direct and legal result of the negligent conduct of the defendants, and each of  
25 them, plaintiff suffered the aforementioned injuries.  
26

27 **THIRD CAUSE OF ACTION FOR FUTURE MEDICAL COSTS AND EXPENSES AGAINST**  
28 **ALL DEFENDANTS BY PLAINTIFF PRESTON ALLEN DOZIER III**

1 32. Plaintiff PRESTON ALLEN DOZIER III hereby incorporates the allegations  
2 contained in paragraphs 1 through 31, inclusive, of this Complaint, as though fully set  
3 forth herein.  
4

5 33. The conduct of defendants, and each of them, was the main factor in causing Plaintiff  
6 PRESTON ALLEN DOZIER III's current and future medical costs and expenses.


7 34. Plaintiff will need a revision surgery to correct defendants, and each of them,  
8 negligently performed routine circumcision which will leave additional scar tissue on  
9 his penis. The cost of the revision surgery, anesthesia, nurse care, and post care  
10 follow ups is unknown at this time, but plaintiff should be compensated for amount to  
11 be provided at trial or according to proof.  
12

13 35. As a direct and legal result of the negligent conduct of the defendants, and each of  
14 them, plaintiff suffered the aforementioned injuries.  
15

16 WHEREFORE, plaintiff prays judgment against defendants, and each of them, as follows:

- 17 (1) For non-economic damages within this court's jurisdiction;  
18 (2) For costs of hospital and medical expenses according to proof;  
19 (3) For current and future emotional and physical pain and suffering according to  
20 proof;  
21 (4) For costs of suit herein incurred; and  
22 (5) For such other and further relief as the Court may deem proper.  
23  
24

25 Dated this 7<sup>TH</sup> of NOVEMBER, 2014

26   
27 PRESTON ALLEN DOZIER III, a minor,  
28 by and through his Guardian Ad Litem,  
NICOLE BYRUM

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): <b>Nicole Bynum</b> <b>24850 Hancock Ave B206 Murmetaca</b> TELEPHONE NO.: <b>951 204 3284</b> FAX NO.: <b>912 302</b> ATTORNEY FOR (Name): <b>Pro Per</b>	<b>FOR COURT USE ONLY</b>
SUPERIOR COURT OF CALIFORNIA, COUNTY OF <b>Riverside</b> STREET ADDRESS: <b>4050 Main Street</b> MAILING ADDRESS: CITY AND ZIP CODE: <b>Riverside CA 92501</b> BRANCH NAME:	
CASE NAME: <b>Dozier III v. Southern California Permanente Medical Group et al.</b>	CASE NUMBER: <b>1410682</b> <b>RIC</b> JUDGE: DEPT:
<b>CIVIL CASE COVER SHEET</b> <input checked="" type="checkbox"/> <b>Unlimited</b> (Amount demanded exceeds \$25,000) <input type="checkbox"/> <b>Limited</b> (Amount demanded is \$25,000 or less) <input type="checkbox"/> <b>Counter</b> <input type="checkbox"/> <b>Joinder</b> 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:

<b>Auto Tort</b> <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) <b>Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</b> <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input checked="" type="checkbox"/> Medical malpractice (45) <input checked="" type="checkbox"/> Other PI/PD/WD (23) <b>Non-PI/PD/WD (Other) Tort</b> <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) <b>Employment</b> <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	<b>Contract</b> <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) <b>Real Property</b> <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) <b>Unlawful Detainer</b> <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) <b>Judicial Review</b> <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)	<b>Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403)</b> <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) <b>Enforcement of Judgment</b> <input type="checkbox"/> Enforcement of judgment (20) <b>Miscellaneous Civil Complaint</b> <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) <b>Miscellaneous Civil Petition</b> <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
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2. This case  is  is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- |  |  |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties   | d. <input type="checkbox"/> Large number of witnesses  |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input type="checkbox"/> Substantial amount of documentary evidence   | f. <input type="checkbox"/> Substantial postjudgment judicial supervision  |
3. Remedies sought (check all that apply): a.  monetary    b.  nonmonetary; declaratory or injunctive relief    c.  punitive
4. Number of causes of action (specify): **Three**
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: **November 7, 2014**  
**Nicole Bynum**  
 (TYPE OR PRINT NAME)

**Nicole Bynum**  
 (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

SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE  
4050 Main Street - 2nd Floor  
Riverside, CA 92501  
[www.riverside.courts.ca.gov](http://www.riverside.courts.ca.gov)

NOTICE OF DEPARTMENT ASSIGNMENT  
AND CASE MANAGEMENT CONFERENCE (CRC 3.722)

DOZIER III VS SOUTHERN CALIFORNIA PERMANENTE MEDIC

CASE NO. RIC1410682

This case is assigned to the Honorable Judge John D. Molloy in Department 10 for all purposes.

The Case Management Conference is scheduled for 05/06/15 at 8:30 in Department 10.

The plaintiff/cross-complainant shall serve a copy of this notice on all defendants/cross-defendants who are named or added to the complaint and file proof of service.

Any disqualification pursuant to CCP section 170.6 shall be filed in accordance with that section.

Requests for accommodations can be made by submitting Judicial Council form MC-410 no fewer than five court days before the hearing. See California Rules of Court, rule 1.100.

CERTIFICATE OF MAILING

I certify that I am currently employed by the Superior Court of California, County of Riverside, and that I am not a party to this action or proceeding. In my capacity, I am familiar with the practices and procedures used in connection with the mailing of correspondence. Such correspondence is deposited in the outgoing mail of the Superior Court. Outgoing mail is delivered to and mailed by the United States Postal Service, postage prepaid, the same day in the ordinary course of business. I certify that I served a copy of the foregoing NOTICE on this date, by depositing said copy as stated above.

Court Executive Officer/Clerk

Date: 11/07/14

by:

  
LOURDES VILLANUEVA Deputy Clerk