

**FILED**  
San Francisco County Superior Court  
AUG 18 2016

BY: [Signature]  
CLERK OF THE COURT  
Deputy Clerk

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5 Attorneys for Plaintiff  
6 PENELOPE ZOUZOUNIS

7 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA  
8 IN AND FOR THE COUNTY OF SAN FRANCISCO

10 PENELOPE ZOUZOUNIS,  
11 Plaintiff,

12 v.

13 KAISER PERMANENTE SOUTH SAN  
14 FRANCISCO MEDICAL CENTER,  
15 KAISER FOUNDATION HOSPITALS,  
16 KAISER FOUNDATION HEALTH  
PLAN, INC., PERMANENTE MEDICAL  
GROUP, INC., and DOES 1 to 50

17 Defendants.

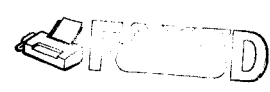
No.

**CGC 16-553775**

**COMPLAINT FOR DAMAGES:**

- 1. **MEDICAL NEGLIGENCE**
- 2. **MANAGED CARE NEGLIGENCE (CIVIL CODE 3428)**

**DEMAND FOR JURY TRIAL**



19  
20  
21 Now comes Plaintiff PENELOPE ZOUZOUNIS, Plaintiff in this action, who files this  
22 complaint and alleges as follows:

23 **PARTIES**

- 24 1. Plaintiff PENELOPE ZOUZOUNIS is an adult natural person residing in California.
- 25 2. Defendant KAISER PERMANENTE SOUTH SAN FRANCISCO MEDICAL CENTER is a  
26 business providing healthcare services to the public, including but not limited to PLAINTIFF and  
27 Defendant KAISER FOUNDATION HOSPITALS, Defendant KAISER FOUNDATION  
28 HEALTH PLAN, INC., and Defendant KAISER PERMANENTE MEDICAL GROUP, INC. are

1 also businesses providing healthcare services to the public, but not limited to PLAINTIFF.

2 Hereinafter, the above mentioned Defendants will be referred to as the "Kaiser Defendants."

3 3. Plaintiff is informed and believes and thereupon alleges that DOES 1 through 25, and each of  
4 them, are individual persons who act as health care providers and who treated Plaintiff in this  
5 matter and whose tortious conduct contributed to the injuries and damages alleged herein.

6 4. Plaintiff is informed and believes and thereon alleges that DOES 26 through 50, and each of  
7 them, are individuals and/or businesses, forms unknown, who worked with the other defendants  
8 in this matter regarding Plaintiff, and whose tortious conduct contributed to the injuries and  
9 damages alleged herein.

10 5. Plaintiff is informed and believes thereupon alleges that at all times herein mentioned each and  
11 every Defendant, including named defendants and DOES 1 to 50, was the agent, employee,  
12 partner, and co-venturer of each and every other Defendant, and in doing the things herein  
13 alleged, each Defendant was acting with the scope of such agency, employment, partnership and  
14 joint venture, and was aided and abetted in the conduct which forms the basis of the instant  
15 action.

16 6. Plaintiff is ignorant of the true names and capacities of Defendants sued herein as DOES 1  
17 through 50, inclusive, and therefore sues these Defendants by such fictitious names, pursuant to  
18 California Code of Civil Procedure section 474. Plaintiff will amend this Complaint to allege  
19 their true names and capacities when ascertained. Plaintiff is informed and believes and  
20 thereupon alleges that each of the fictitiously named Defendants aided and abetted and/or is  
21 otherwise tortuously responsible in some manner for the occurrences herein alleged, and that  
22 Plaintiff's damages as herein alleged were proximately caused by such negligence and/or tortious  
23 conduct.

24 7. Plaintiff is informed and believes and thereupon alleges that there exists, and at all times herein  
25 mentioned existed, a unity of interests between certain of the Defendants such that any  
26 individuality and separateness between these certain Defendants has ceased, and those certain  
27 Defendants are the alter ego of the other certain Defendants and exerted control over each other.  
28 Adherence to the fiction of the separate existence of these certain Defendants as an entity distinct

1 from other certain Defendants will permit an abuse of the corporate privilege and would sanction  
2 fraud and/or promote injustice.

3 **JURISDICTION AND VENUE**

- 4 8. The subject matter is properly heard by this Court, as the amount in controversy as set forth  
5 exceeds the statutory minimum.
- 6 9. The venue is proper since at least one of the Defendants has its principal place of business and/or  
7 resides within the San Francisco County.
- 8 10. The venue is proper since the acts and omissions giving rise to this litigation occurred in San  
9 Francisco County.
- 10 11. The Plaintiff provided prelitigation notice pursuant to California Code of Civil Procedure § 364.

11 **GENERAL ALLEGATIONS**

- 12 12. Plaintiff was admitted into Defendant's facility on June 19, 2015 seeking medical treatment for  
13 abdominal pains that she was experiencing.
- 14 13. While in the process of being admitted Plaintiff's caregiver gave explicit instructions to the nurse  
15 conducting the admission of the Plaintiff to not forget to include Plaintiff's seizure medication to  
16 her active medications list after Plaintiff's caregiver noticed it wasn't listed.
- 17 14. The nurse conducting the admission of Plaintiff acknowledged the caregivers added request that  
18 the seizure medication be added to her active medications list for her stay at Defendants' facility.
- 19 15. Despite being given this explicit instruction, Defendants' nurse who was handling the admission  
20 negligently failed to add Plaintiff's seizure medication to the list of medications to be  
21 administered to the Plaintiff during her stay at Defendants' Kaiser South Francisco facility.
- 22 16. Defendant Kaiser South San Francisco was aware of Plaintiff's condition due to the fact that  
23 "seizure" was listed on Plaintiff's active medical problems in Defendant Kaiser South San  
24 Francisco's medical records for her, and due to the fact that Plaintiff's caregiver requested that  
25 her seizure medication be added to the active medications list for Plaintiff.
- 26 17. Defendant Kaiser South San Francisco was negligent in their management of Plaintiff's medical  
27 records and required medications by failing to modify Plaintiff's medication list so she would  
28 have all the necessary medications for her active health issues.

1 18. Kaiser Defendants knew or should have known that failure to provide necessary seizure  
2 medication to Plaintiff would likely result in substantial injury to Plaintiff.

3 19. Defendant's carelessness resulted in the Plaintiff suffering two seizures while under the care and  
4 supervision of Kaiser South San Francisco.

5 20. Defendants' carelessness directly and proximately caused substantial injury, pain, suffering, and  
6 attendant damages.

7 21. Treatment for such damages is still ongoing.

8 **FIRST CAUSE OF ACTION**

9 **MEDICAL NEGLIGENCE**

10 **By Plaintiff Against ALL DEFENDANTS AND DOES 1-50**

11 22. All paragraphs are incorporated by reference as though fully set forth herein.

12 23. At all relevant times Plaintiff was the patient of the KAISER Defendants and Does 1-50 .

13 24. Each Defendant owed Plaintiff the duty to use the level of skill, knowledge, and care in diagnosis  
14 and treatment that other reasonably careful practitioners would use in the same or similar  
15 circumstances. This includes but is not limited to properly keeping track of Plaintiff's required  
16 medications for all of her medical conditions, administering medications for all of Plaintiff's  
17 medical conditions which were listed in her medical records, including seizures, and timely  
18 detection of any such oversight or absence of necessary medications on Plaintiff's active  
19 medication list. (Expert information obtained later in the litigation process may modify or refine  
20 relevant standards of care.)

21 25. Defendants, and each of them, breached the standard of care by, *inter alia*, failing to keep track  
22 of Plaintiff's medications list and forgetting to administer a necessary medication for a medical  
23 condition that Defendants were aware of, which caused injury to Plaintiff.

24 26. Kaiser Defendants failed to provide procedures, policies, facilities, supplies, training, and  
25 qualified personnel as reasonably necessary for the appropriate treatment of Plaintiff.

26 27. As a direct and proximate result of the foregoing, PENELOPE ZOUZOUNIS suffered severe  
27 injury and attendant damages as pled herein.

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1 **SECOND CAUSE OF ACTION**

2 **MANAGED CARE NEGLIGENCE (CIVIL CODE 3428)**

3 **By Plaintiff Against KAISER PERMANENTE SOUTH SAN FRANCISCO, KAISER**  
4 **FOUNDATION PLAN, INC., AND DOES 1-50**

5 28. All paragraphs above are incorporated by reference as if fully re-stated here.

6 29. KAISER PERMANENTE, KAISER FOUNDATION HEALTH PLAN INC., DOES 1-50, and  
7 each of them are health care services plans and/or managed care entities with respect to Civil  
8 Code section 3428.

9 30. PENELOPE ZOUZOUNIS is and was at all relevant times a covered member, subscriber, and  
10 enrollee of KAISER PERMANENTE, KAISER FOUNDATION HEALTH PLAN INC., DOES  
11 1-50, and each of them.

12 31. KAISER PERMANENTE, KAISER FOUNDATION HEALTH PLAN INC., DOES 1-50, and  
13 each of them owe and at all relevant times owed PENELOPE ZOUZOUNIS a duty of ordinary  
14 care such that they are individually and collectively liable to her for substantial harm caused by  
15 any unreasonable denial, delay, or modification of health care service pursuant to Civil Code  
16 section 3428.

17 32. KAISER PERMANENTE, KAISER FOUNDATION HEALTH PLAN INC., DOES 1-50, and  
18 each of them breached their duty of care owed to PENELOPE ZOUZOUNIS in failing to modify  
19 her medication list for her stay after her caregiver noticed the mistake in Defendants' records and  
20 requested them to make the necessary modification to her medications list. This failure to modify  
21 their medication list for PENELOPE ZOUZOUNIS was not only medical negligence by  
22 PENELOPE ZOUZOUNIS' actual medical providers, but was the result of KAISER  
23 PERMANENTE, KAISER FOUNDATION HEALTH PLAN, DOES 1-50, and each of them not  
24 provisioning care for PENELOPE ZOUZOUNIS by modifying her medications list, as they were  
25 asked to do, and prevented PENELOPE ZOUZOUNIS from receiving the necessary medications  
26 and treatment under the standard of care.

27 33. As a direct and proximate result, PENELOPE ZOUZOUNIS suffered substantial harm, including  
28 but not limited to physical harm from suffering two seizures while under KAISER

1 PERMANENTE SOUTH SAN FRANCISCO, KAISER FOUNDATION HEALTH PLAN INC.,  
2 DOES 1-50's care and supervision, as well as an accelerated deterioration of PENELOPE  
3 ZOUZOUNIS' mental capacities. This incident has left PENELOPE ZOUZOUNIS in both a  
4 physically and mentally diminished state going forward.

5 **PRAYER FOR RELIEF**

6 Wherefore, Plaintiff prays for judgment against the Defendants, and each of them, as follows:

- 7 A. For general damages in a sum according to proof and pursuant to Medical Injury  
8 Compensation Reform Act of 1975;
- 9 B. For economic damages, in sum according to proof, including but not limited to, sums  
10 incurred and to be incurred for services of hospitals, physicians, surgeons, nurses and other  
11 medical supplies and services; lost earnings, both past and future; loss of earning capacity;  
12 and loss of ability to provide household services, past and future;
- 13 C. For costs of suit incurred herein
- 14 D. Prejudgment interest pursuant to statute
- 15 E. For such other and further relief as the Court deems just and proper.

16  
17 DATE: August 18, 2016

DOLAN LAW FIRM, P.C.

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19  
20 By: 

21 Christopher B. Dolan  
22 Jeremy M. Jessup  
23 Attorneys for Plaintiff  
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