

DISTRICT COURT, JEFFERSON COUNTY, COLORADO 100 Jefferson County Parkway Golden, CO 80401	DATE FILED: September 20, 2017 6:09 PM FILING ID: 40619DB9A3BD4 CASE NUMBER: 2017CV31441
<p>Plaintiffs:</p> <p>CHRISTOPHER HAGGENJOS and HEIDI HAGGENJOS</p> <p>v.</p> <p>Defendants:</p> <p>KAISER FOUNDATION HEALTH PLAN OF COLORADO, JARED P. WATERMAN, PA-C, JOHN R. PEARSE, M.D. BRENT M. ARNOLD, M.D., DIANE M. LANESE, M.D., KAREN M. LOCHHEAD, M.D. and COLORADO PERMANENTE MEDICAL GROUP, P.C.</p>	<p style="text-align: center;">Δ COURT USE ONLY Δ</p>
<p>Attorneys for Plaintiffs:</p> <p>THE MAHONEY LAW FIRM, P.C. Dennis M. Mahoney, M.D. #2484 Paul M. Mahoney, #23298 Kevin S. Mahoney, #26154 4500 Cherry Creek Drive South, Suite 950 Denver, Colorado 80246 Phone: (303) 987-2210 Fax: (303) 987-0045 E-mail: kevin@mahoneylaw.com</p>	<p>Case No.:</p> <p>Division:</p>
<p>COMPLAINT</p>	

Plaintiffs, by and through their attorneys, THE MAHONEY LAW FIRM, P.C., submit the following Complaint, and as claims for relief, allege as follows:

I. GENERAL ALLEGATIONS

1. At all times relevant to this Complaint, Plaintiff Christopher Haggenjos (hereinafter "CH") was a resident and citizen of Colorado, residing at 12088 W. Cooper Drive, Littleton, CO, 80127.
2. At all times relevant to this Complaint, Plaintiff Heidi Haggenjos (hereinafter "HH") was a resident and citizen of Colorado residing at 12088 W. Cooper Drive, Littleton, CO, 80127.

3. At all times relevant to this Complaint CH and HH were and are lawfully married husband and wife.
4. At all times relevant to this Complaint, Kaiser Foundation Health Plan of Colorado (hereinafter "Kaiser") is and was a corporate entity which provided full service medical care, including primary care, to its subscribers through physicians, physician assistants, nurses, medical assistants and technicians of all types and varieties.
5. At all times relevant to this Complaint CH was a subscriber to the Kaiser health plan.
6. At all times relevant to this Complaint, Kaiser is and was a Colorado corporate entity licensed in Colorado with multiple offices throughout the state.
7. At all times relevant to this Complaint, Kaiser's Ken Caryl Medical Offices were located at 7600 Shaffer Parkway, Littleton, CO 80127.
8. At all times relevant to this Complaint, Colorado Permanente Medical Group, P.C. (hereinafter "CPMG") is and was a medical professional corporation which employs physicians of various specialties, who render medical and surgical care to Kaiser plan members, including CH.
9. At all times relevant to this Complaint, Defendant John R. Pearse, M.D. (hereinafter "JP"), was a medical doctor trained in the specialty of family medicine.
10. At all times relevant to this Complaint, JP was a physician employee of CPMG.
11. At all times relevant to this Complaint, Defendant Brent M. Arnold (hereinafter "BA") was a medical doctor trained in the specialty of nephrology.
12. At all times relevant to this Complaint, BA was a physician employee of CPMG.
13. At all times relevant to this Complaint, Defendant Diane M. Lanese, M.D. (hereinafter "DL") was a medical doctor trained in the specialty of nephrology.
14. At all times relevant to this Complaint, DL was a physician employee of CPMG.
15. At all times relevant to this Complaint, Defendant Karen M. Lochhead, M.D. (hereinafter "KL") was a medical doctor trained in the specialty of nephrology.
16. At all times relevant to this Complaint, KL was a physician employee of CPMG.

17. At all times relevant to this Complaint, Defendant Jared Waterman, PA-C (hereinafter "JW"), was a physician assistant employed by Kaiser and working at the Kaiser Ken Caryl Medical Office.
18. At all times relevant to this Complaint, CH and HH were enrolled as subscribers and/or dependents of subscribers, to a Kaiser Permanente health care coverage plan.
19. Pursuant to CH's contract with Kaiser, all of Plaintiffs' claims set forth in this Complaint are subject to binding arbitration. (*See*, Exhibit 1, Plaintiff CH's Kaiser Evidence of Coverage (LG_DPHSA_EOC(01-17)), at pp. 27-28).
20. CH was a patient of JP, and received primary medical care and treatment from JP.
21. On September 21, 2015, CH presented to the Kaiser Ken Caryl Medical Office and was seen by JW.
22. On September 21, 2015, JW documented that CH had "1.5 months of urine color changes."
23. On September 21, 2015, JW documented "urine has become darker despite adequate hydration" and that CH's urine had been pink more recently.
24. On September 21, 2015, JW documented that CH reported having bubbles in his urine.
25. On September 21, 2015, JW documented that CH had a known diagnosis of mixed connective tissue disease.
26. On September 21, 2015, JW ordered a UA (urinalysis) of CH.
27. The September 21, 2015 UA was abnormal, including 2+ protein, 2+ bacteria, Full Field RBC, and 3+ hemoglobin.
28. On September 29, 2015 JW documented "This is a request to provide advice without having a patient visit. My specific question is: do we need to consider a kidney referral/workup for macro proteinuria and hematuria and hx of mixed connective tissue disease per Rheum visit 2013? Recent complaint of foamy urine, and recent episodes of green appearance at wellness visit."
29. On September 29, 2015, JW documented "REFERRAL NEPHROLOGY" and "Given return UA findings for microscopic hematuria, macroscopic 2+ proteinuria, ADV REF NEPHROLOGY sent to query if workup needed for hx of mixed Conn Tissue disorder."
30. After September 29, 2015, JW never followed up on CH's abnormal UA dated September 21, 2015.

31. JW never consulted with JP regarding CH's abnormal UA.
32. JW never consulted with a nephrologist regarding CH's abnormal UA.
33. JW never informed CH of the abnormal UA findings.
34. CH was not referred to a nephrologist.
35. On December 7, 2015, CH presented to the Kaiser Ken Caryl Medical Office and was seen by JP.
36. On December 7, 2015, JP documented that CH had a 3 week history of fatigue nausea, puffiness in his face and that his urine had been darker over the last couple weeks.
37. On December 7, 2015, JP documented "Couple months ago saw colleague. Hematuria. Advice consult to nephrology – then I am not seeing specific report in HC."
38. On December 7, 2015, JP documented that CH's blood pressure was 162/110.
39. On December 7, 2015, JP documented "ACUTE RENAL FAILURE" and referred CH to Sky Ridge Medical Center for admission, workup and renal consult.
40. On December 7, 2015, CH was admitted to Sky Ridge Medical Center and was treated for acute renal failure.
41. CH underwent kidney dialysis treatment, and ultimately, underwent kidney transplant surgery on April 4, 2017.

II. FIRST CLAIM FOR RELIEF—NEGLIGENCE – DEFENDANT JW

42. Plaintiff incorporates by reference all prior allegations of this Complaint.
43. Defendant JW was negligent in at least, but not limited to, the following particulars:
 - a. In failing to inform CH of the abnormal UA and the urgent need for consultation with a nephrologist;
 - b. In failing to arrange for CH to be seen by a nephrologist on an urgent basis;
 - c. In failing to speak with a nephrologist about CH's abnormal UA;
 - d. In failing to speak with JP about CH's abnormal UA;
 - e. In failing to follow up after September 29, 2015 in order to ensure that CH received proper and timely follow up care

44. As a direct and proximate result of the above-described negligent conduct, CH has incurred, and will continue to incur in the future, medical expenses, hospital expenses, rehabilitation expenses, medication expenses, and physician expenses, and he has suffered physical impairment, physical disfigurement, pain and suffering, loss of enjoyment of life, and loss of earning capacity.

III. SECOND CLAIM FOR RELIEF—NEGLIGENCE – DEFENDANT JP

45. Plaintiff incorporates by reference all prior allegations of this Complaint.

46. Defendant JP was negligent in at least, but not limited to the following particulars:

- a. In failing to review the entries made by JW in CH's medical chart which showed abnormal laboratory test results;
- b. In failing to have a system in place to ensure that his patients' abnormal test results were flagged and acted upon in a timely manner;
- c. In failing to ensure that his patient, CH, received timely and appropriate follow up care and treatment for the abnormal UA dated September 21, 2015.

47. As a direct and proximate result of the above-described negligent conduct, CH has incurred, and will continue to incur in the future, medical expenses, hospital expenses, rehabilitation expenses, medication expenses, and physician expenses, and he has suffered physical impairment, physical disfigurement, pain and suffering, loss of enjoyment of life, and loss of earning capacity.

IV. THIRD CLAIM FOR RELIEF—NEGLIGENCE – DEFENDANT KAISER

48. Plaintiff incorporates by reference all prior allegations of this Complaint.

49. Defendant Kaiser was negligent in at least, but not limited to the following particulars:

- a. In failing to properly train its employees, including but not limited to, JW regarding the appropriate manner to ensure follow up care for patients with abnormal test results;
- b. In failing to have a system in place to ensure that patients were informed of abnormal test results;
- c. In failing to have a system in place to ensure that referrals were received and acted upon in a timely manner;
- d. In failing to have a system in place to ensure that patients with abnormal test results would receive timely follow up medical care.

50. As a direct and proximate result of the above-described negligent conduct, CH has incurred, and will continue to incur in the future, medical expenses, hospital expenses, rehabilitation

expenses, medication expenses, and physician expenses, and he has suffered physical impairment, physical disfigurement, pain and suffering, loss of enjoyment of life, and loss of earning capacity.

IV. FOURTH CLAIM FOR RELIEF—RESPONDEAT SUPERIOR – DEFENDANT KAISER

51. Plaintiff incorporates by reference all prior allegations of this Complaint.
52. Defendant Kaiser is vicariously liable for the negligent acts and/or omissions of its employees, servants and agents who were negligent by:
- a. Failing to act upon CH's abnormal UA dated September 21, 2015;
 - b. Failing to inform CH about his abnormal UA dated September 21, 2015;
 - c. Failing to inform any physician about CH's abnormal UA dated September 21, 2015;
 - d. Failing to ensure that CH received timely and appropriate follow up care;
 - e. Failing to ensure that CH received a timely and appropriate referral;
53. As a direct and proximate result of the above-described negligent conduct, CH has incurred, and will continue to incur in the future, medical expenses, hospital expenses, rehabilitation expenses, medication expenses, and physician expenses, and he has suffered physical impairment, physical disfigurement, pain and suffering, loss of enjoyment of life, and loss of earning capacity.

V. FIFTH CLAIM FOR RELIEF—NEGLIGENCE – DEFENDANT BM

54. Plaintiff incorporates by reference all prior allegations of this Complaint.
55. Defendant BM was negligent in at least, but not limited to the following particulars:
- a. In failing to read and respond to the referral from JW dated September 29, 2015;
 - b. In failing to have a system in place to ensure that all referrals to nephrology were received, reviewed and acted upon in a timely manner.
56. As a direct and proximate result of the above-described negligent conduct, CH has incurred, and will continue to incur in the future, medical expenses, hospital expenses, rehabilitation expenses, medication expenses, and physician expenses, and he has suffered physical impairment, physical disfigurement, pain and suffering, loss of enjoyment of life, and loss of earning capacity.

VI. SIXTH CLAIM FOR RELIEF—NEGLIGENCE – DEFENDANT DL

57. Plaintiff incorporates by reference all prior allegations of this Complaint.

58. Defendant DL was negligent in at least, but not limited to the following particulars:
- a. In failing to read and respond to the referral from JW dated September 29, 2015;
 - b. In failing to have a system in place to ensure that all referrals to nephrology were received, reviewed and acted upon in a timely manner.
59. As a direct and proximate result of the above-described negligent conduct, CH has incurred, and will continue to incur in the future, medical expenses, hospital expenses, rehabilitation expenses, medication expenses, and physician expenses, and he has suffered physical impairment, physical disfigurement, pain and suffering, loss of enjoyment of life, and loss of earning capacity.

VII. SEVENTH CLAIM FOR RELIEF—NEGLIGENCE – DEFENDANT KL

60. Plaintiff incorporates by reference all prior allegations of this Complaint.
61. Defendant KL was negligent in at least, but not limited to the following particulars:
- a. In failing to read and respond to the referral from JW dated September 29, 2015;
 - b. In failing to have a system in place to ensure that all referrals to nephrology were received, reviewed and acted upon in a timely manner.
62. As a direct and proximate result of the above-described negligent conduct, CH has incurred, and will continue to incur in the future, medical expenses, hospital expenses, rehabilitation expenses, medication expenses, and physician expenses, and he has suffered physical impairment, physical disfigurement, pain and suffering, loss of enjoyment of life, and loss of earning capacity.

VIII. EIGHTH CLAIM FOR RELIEF—NEGLIGENCE – DEFENDANT CPMG

63. Plaintiff incorporates by reference all prior allegations of this Complaint.
64. Defendant CPMG was negligent in at least, but not limited to the following particulars:
- a. In failing to have a system in place to ensure that all abnormal laboratory test results were communicated to the patient and acted upon in a timely manner;
 - b. In failing to have a system in place to ensure that all referrals to nephrology were received, reviewed and acted upon in a timely manner.
65. As a direct and proximate result of the above-described negligent conduct, CH has incurred, and will continue to incur in the future, medical expenses, hospital expenses, rehabilitation expenses, medication expenses, and physician expenses, and he has suffered physical

impairment, physical disfigurement, pain and suffering, loss of enjoyment of life, and loss of earning capacity.

IX. NINTH CLAIM FOR RELIEF—CONSORTIUM

66. Plaintiff incorporates by reference all prior allegations of this Complaint.
67. Plaintiff HH has lost the care, comfort, consortium, and services of her husband, CH, as a direct and proximate result of the above described conduct.

WHEREFORE, Plaintiffs pray for relief as follows:

- A. For an order staying all proceedings in this action, and an Order compelling the parties to submit Plaintiffs' claims to binding arbitration pursuant to the contract between the parties. (*See*, Exhibit 1, at pp. 27-28)
- B. For a sum of money as non-economic damages for pain and suffering, loss of enjoyment of life, physical impairment, and physical disfigurement;
- C. For a sum of money as economic damages for loss of earning capacity;
- D. For a sum of money as economic damages for past and future medical, surgical, drug, hospital, rehabilitation, and physician expenses;
- E. For costs of suit;
- F. For expert witness fees;
- G. For interest at the statutory rate from accrual of this cause of action;
- H. For such other relief as the Court may deem appropriate.

DATED this 20th day of September, 2017.

THE MAHONEY LAW FIRM, P.C.

*Duly signed original on file at the offices
of The Mahoney Law Firm*

By: /s/ Kevin S. Mahoney
Dennis M. Mahoney, #2484
Paul M. Mahoney, #23298
Kevin S. Mahoney, #26154
4500 Cherry Creek Drive South, Suite 950
Denver, CO 80246
Telephone: (303) 987-2210
Fax: (303) 987-0045

Plaintiffs' Address:
12088 W. Cooper Drive
Littleton, CO, 80127.