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NO SUMMONS ISSUED

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FILED
San Francisco County Superior Court

AUG 06 2018

CLERK OF THE COURT

BY *Messiah Ganes*
Deputy Clerk

BY FAX

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

9 **FOR THE COUNTY OF SAN FRANCISCO**

CGC-18-568690

11 LORRAINE MCGEE, a minor, by and through
12 her guardian ad litem, BRITTNI FRAZIER,

13 Plaintiff,

14 vs.

15 KAISER FOUNDATION HEALTH PLAN, INC., a
Corporation, KAISER FOUNDATION
16 HOSPITALS, a Corporation, d/b/a/ KAISER
FOUNDATION HOSPITAL - SAN FRANCISCO; THE
17 PERMANENTE MEDICAL GROUP, INC., a
Corporation, and DOES 1-250, inclusive,

18 Defendants.

Case No.

**COMPLAINT FOR DAMAGES
FOR NEGLIGENCE AND
MEDICAL MALPRACTICE**

19 Plaintiff LORRAINE MCGEE, a minor, by and through her guardian ad
20 litem, BRITTNI FRAZIER, through counsel, alleges and complains as
21 follows:

22
23 1. The true names, identities or capacities, whether
24 individual, associate, corporate or otherwise of Defendants DOES 1
25 through 250, inclusive, are unknown to Plaintiff, who therefore, sues
26 said Defendants by such fictitious names. When the true names,
27 identities or capacities of such fictitiously-designated Defendants are
28 ascertained, Plaintiff will ask leave of Court to amend the Complaint to

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1 insert said true names, identities and capacities, together with the
2 proper charging allegations.

3 2. Plaintiff is informed and believes and thereon alleges that
4 each of the Defendants sued herein as a DOE is responsible in some manner
5 for the events and happenings herein referred to, thereby legally
6 causing the injuries and damages to the Plaintiff as herein alleged.

7 3. All of the facts, acts, events and circumstances herein
8 mentioned and described occurred in the County of SAN FRANCISCO, State of
9 California, and all Defendants are residents of the County of SAN
10 FRANCISCO, State of California, doing business in said County, State of
11 California.

12 4. At all times herein mentioned, Defendants DOES 1 through 50,
13 inclusive, were, and now are, physicians and surgeons, holding
14 themselves out as duly licensed to practice their profession under and by
15 virtue of the laws of the State of California and were, and now are,
16 engaged in the practice of their profession in the State of California.

17 5. At all times herein mentioned, Defendants DOES 51 through
18 100, inclusive, were, and now are, registered nurses, nurse
19 practitioners, nurse midwives, licensed vocational nurses, practical
20 nurses, physician assistants, aids, technicians, attendants, students
21 or other paramedical personnel, holding themselves out as duly able to
22 practice their profession under and by virtue of the laws of the State of
23 California and were, and now are, engaged in the practice of their
24 profession in the State of California and acting as agents, employees and
25 servants of some or all of the other Defendants within the course and
26 scope of said agency or employment.

27 6. At all times herein mentioned, Defendants KAISER FOUNDATION
28 HEALTH PLAN, INC., KAISER FOUNDATION HOSPITALS d/b/a/ KAISER FOUNDATION

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1 HOSPITAL-SAN FRANCISCO, THE PERMANENTE MEDICAL GROUP, INC., and DOES 101
2 through 150, and each of them, were corporations, partnerships, joint
3 ventures, or other entities organized and existing under the laws of the
4 State of California, with their principal place of business situated in
5 the State of California and other States.

6 7. Defendants KAISER FOUNDATION HOSPITALS d/b/a/ KAISER
7 FOUNDATION HOSPITAL-SAN FRANCISCO, and DOES 151 through 200, inclusive,
8 were at all times herein mentioned duly organized California
9 corporations or hospitals existing under and by virtue of the laws of the
10 State of California and other States; that said Defendant corporations,
11 hospitals and the remaining Defendants, and each of them, owned,
12 operated, managed and controlled a general hospital facility within the
13 County of SAN FRANCISCO, State of California, held out to the public at
14 large and to the Plaintiff herein, as properly equipped, fully
15 accredited, competently staffed by qualified and prudent personnel and
16 operating in compliance with the standard of due care maintained in other
17 properly equipped, efficiently operated and administered, accredited
18 hospitals in said community.

19 8. At all times herein mentioned Defendants DOES 201 through 250
20 were doing business as a district or County hospital or clinic, and DOES
21 240-250, a hospital operated by a government entity or medical clinic or
22 hospital, open to the public, or a medical facility or clinic, operated
23 by a government entity open to the public rendering medical, surgical,
24 hospital, diagnostic, nursing and other care to the general public for
25 compensation. All of the acts complained of herein by Plaintiff against
26 said Defendants were done and performed by said Defendants by and through
27 their duly authorized agents, servants and employees, each of whom and
28 all of whom were at all times mentioned herein acting within the course,

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1 purpose, and scope of their said agency, service and employment, and
2 whose conduct was ratified by all Defendants, and each of them.

3 9. Each Defendant ratified and affirmed the conduct of each other
4 Defendant. Each of the Defendants were the agents, servants, and
5 employees of the other Defendants.

6 10. Plaintiff is informed and believes and upon such information
7 and belief alleges that at all times herein mentioned, Defendants and
8 other Defendants named fictitiously, were the agents, servants,
9 employees, joint-venturers, and copartners of their said co-Defendants
10 and, as such, were acting within the course and scope of such agency,
11 service, partnership, venture, and employment at all times herein
12 mentioned; that each and every Defendant, as aforesaid, when acting as a
13 principal, was negligent in the selection and hiring of each and every
14 other Defendant, as its agent, servant, employee, joint-venturer and
15 partner. Further, each and every Defendant ratified the conduct of the
16 other Defendants.

17 I.

18 PLAINTIFF LORRAINE MCGEE, A MINOR, BY AND THROUGH HER
19 GUARDIAN AD LITEM BRITTNI FRAZIER, ALLEGES FOR A CAUSE OF
20 ACTION FOR MEDICAL MALPRACTICE AGAINST DEFENDANTS AND EACH OF
21 THEM AS FOLLOWS:

22 11. Plaintiff LORRAINE MCGEE repeats and repleads each and every
23 allegation contained each of the foregoing paragraphs, and incorporates
24 the same herein by reference.

25 12. On or about the date of the filing of the complaint, BRITTNI
26 FRAZIER was by order duly made and entered by the above entitled Court,
27 appointed Guardian ad Litem of Plaintiff LORRAINE MCGEE a minor, born
28 September 26, 2015.

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1 13. At all times herein mentioned, and prior thereto, the
2 Plaintiff was in the exclusive control of the Defendants, and each of
3 them, and that at no time prior to the events, conduct, activities, care
4 and treatment herein complained of did the Defendants herein, or any of
5 them, obtain knowledgeable, informed consent for said care, treatment or
6 conduct; that prior to the initiation of or performance of said care,
7 treatment, procedure or conduct no opportunity was afforded the
8 Plaintiff or any authorized agent of the Plaintiff to exercise
9 voluntary, knowledgeable and informed consent to said care, treatment,
10 procedure or conduct.

11 14. Prior to September 26, 2015, the date of LORRAINE MCGEE'S
12 birth, and thereafter, plaintiff's mother BRITTNI FRAZIER employed
13 Defendants, and each of them, to diagnose and treat her condition of
14 pregnancy and to do all things necessary for her care and the care of her
15 baby, LORRAINE MCGEE, including but not limited to, pre-delivery care,
16 the delivery, and post-delivery care.

17 15. While minor Plaintiff LORRAINE MCGEE was under the sole and
18 exclusive care and control of the Defendants, and each of them,
19 Defendants, and each of them negligently, carelessly and unskillfully
20 selected various hospitals and physicians and other health care
21 providers and medications, negligently provided medical coverage and
22 insurance; negligently failed to provide medically necessary health
23 care services to the minor plaintiff; and, negligently delivered,
24 examined, treated, cared for, diagnosed, operated upon, attended and
25 otherwise handled and controlled the minor Plaintiff herein, thereby
26 proximately causing injuries and damages to the minor Plaintiff. Said
27 acts of negligence include, but are not limited to, negligently failing
28 to treat and care for her fetal distress and intolerance to labor, and to

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1 timely deliver her, all of from which the minor plaintiff now suffers
2 with severe brain damage and other neurological injuries.

3 16. Defendants KAISER FOUNDATION HOSPITALS d/b/KAISER
4 FOUNDATION HOSPITAL-SAN FRANCISCO, and DOES 151-200, failed and
5 neglected to adequately select a competent medical staff and to
6 periodically review the competency of its medical staff, and failed to
7 adequately monitor its staff such that the minor Plaintiff was caused to,
8 and did suffer injuries and damages as herein alleged.

9 17. As a legal result of the negligence of the Defendants, and
10 each of them, the minor Plaintiff was injured in health, strength and
11 activity, sustaining severe shock, and injury to the body, all of which
12 said injuries have caused and continue to cause Plaintiff great
13 physical, emotional, and nervous pain and suffering, and which said
14 injuries Plaintiff is informed and believes, and thereon alleges, will
15 result in loss of earnings, permanent disability, loss of enjoyment of
16 life, and impairment of earning capacity all to Plaintiff's damage in a
17 sum in excess of the jurisdiction of the Municipal Court.

18 18. As a further legal result of the negligence of the Defendants,
19 and each of them, and the resulting injuries to the Plaintiff, said
20 Plaintiff was compelled to, and did, incur expenses for medical and
21 surgical attention, hospitalization, nursing, medication and
22 incidentals for said Plaintiff in an amount unknown to Plaintiff at
23 present.

24 19. As a further legal result of the negligence of the Defendants,
25 and each of them, and of the resulting injuries, Plaintiff will be
26 obliged to incur expenses for medical care and hospitalization for an
27 indefinite period in the future and to pay for these expenses in the
28 treatment and relief of injuries for medical and surgical attention,

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1 hospitalization, nursing, medication, and incidentals for said
2 Plaintiff in an amount unknown to Plaintiff at present.

3 20. As a further legal result of the negligence of the Defendants,
4 and each of them, Plaintiff will suffer a decreased earnings and earning
5 capacity in the future and future earnings to Plaintiff's further damage
6 in a sum unknown at present.

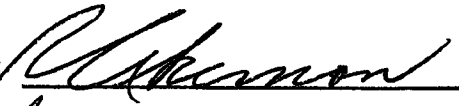
7 WHEREFORE, Plaintiff pray for damages against the Defendants, and
8 each of them, as follows:

9 FOR THE CAUSE OF ACTION FOR NEGLIGENCE FOR PLAINTIFF LORRAINE
10 MCGEE, A MINOR:

- 11 1. General damages, according to proof;
- 12 2. Past and future medical expenses, according to proof;
- 13 3. For loss of future earning and earning capacity,
14 according to proof;
- 15 4. Costs of suit incurred herein, and
- 16 5. For such other and further relief as to the Court appears just
17 and proper.

19 DATED: August 1, 2018

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21 By: 
22 Bruce G. Fagel.
23 Attorneys for Plaintiff

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