



1 Norman E. Reitz, Esq. SB#44326
 2 777 Southland Dr. Ste. 210
 3 Hayward, CA 94545
 4 510-732-9940
 5 510-732-9999 [fax]
 6
 7 Attorney for Plaintiff
 8 STEVEN D. FRENCH
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FILED
 ALAMEDA COUNTY

JUN 04 2019
 CLERK OF THE SUPERIOR COURT
 By Debra Furtado Deputy

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 11 **Superior Court of the State of California,**
 12
 13 **County of Alameda**

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 16 No. **HG19021513**

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 18 STEVEN D. FRENCH,
 19
 20 Plaintiff

**COMPLAINT FOR
 DECLARATORY RELIEF
 ON WRITTEN CONTRACT**

21
 22 v.

23
 24 METROPOLITAN LIFE INSURANCE
 25 COMPANY, DIANE KING, KAISER
 26 PERMANENTE, MERCER aka
 27 MERCER BENEFITSCENTRAL
 28 and DOES ONE THROUGH FIVE,
 29

30 Defendants

31
 32 _____ /

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 34 Plaintiff STEVEN D. FRENCH, alleges:

35 1. Plaintiff STEVEN D. FRENCH is now and at all times mentioned in this
 36 complaint is a resident of Alameda County, California.

37 2. Plaintiff does not know the true names of defendants DOES ONE
 38 through FIVE.

1 3. Defendant METROPOLITAN LIFE INSURANCE COMPANY is an
2 insurance company which provides insurance contracts to the employees of
3 Kaiser Permanents who are employed in Alameda County, California.

4 4. Plaintiff STEVEN D. FRENCH retired from Kaiser Permanente in 2016
5 having worked for Kaiser Permanente for twenty-five (25) years in the capacity of
6 respiratory therapist.

7 5. Plaintiff STEVEN D. FRENCH was married to CHERYL ANN FRENCH
8 from January 9, 1999 [Exhibit A, Marriage Certificate] to the date of her death on
9 May 14, 2019 [Exhibit B, Death Certificate].

10 6. CHERYL ANN FRENCH was an administrative trainer for Kaiser
11 Permanente for twenty-eight years through her untimely and sudden death on
12 May 14, 2019.

13 7. As the employees of Kaiser Permanente Plaintiff STEVEN D. FRENCH
14 and his wife CHERYL ANN FRENCH were entitled to benefits including life
15 insurance on which premiums were paid out of payroll deductions. It was the
16 long standing and settled practice of Plaintiff and his spouse to name each other
17 as the primary beneficiary on their employee benefits including beneficiary
18 designations on life insurance contracts. This practice endured twenty years for
19 the duration of their marriage and mutual employment at Kaiser Permanente.
20 For STEVEN D. FRENCH the second beneficiary was always his brother
21 David R. French and for CHERYL ANN FRENCH the second beneficiary was
22 always her mother DIANE KING.

1 8. Until 2018 CHERYL ANN FRENCH would prepare and submit hard
2 copy, paper Beneficiary Designations for life insurance. In about October 2018
3 Plaintiff's spouse CHERYL ANN FRENCH was instructed by Kaiser Permanente
4 to make her beneficiary designation through a dedicated Internet portal
5 <https://auth.mercer.com/KAIS15/login?reason=>. Plaintiff's spouse
6 CHERYL ANN FRENCH attempted to comply using a home computer. Having
7 difficulty, she asked Plaintiff STEVEN D. FRENCH to watch over her shoulder
8 and advise her. Her aim was to make her normal designation of her spouse
9 STEVEN D. FRENCH as #1 beneficiary and her Mother DIANE KING as #2
10 designation. Plaintiff STEVEN D. FRENCH observed that the web portal was
11 buggy and was scrambling the identities of beneficiaries and their addresses.
12 This scrambling resulted in the combining of the address of Plaintiff with the
13 name of DIANE KING. CHERYLANN FRENCH, thinking that she had entered
14 the long standing designation of spouse as #1 and mother as #2, submitted the
15 web page request. Unknown to her the web portal scrambled the #1 and #2
16 designations, placing the mother as #1 and her spouse as #2, albeit scrambling
17 the address for the mother with the address for Plaintiff STEVEN D. FRENCH.
18 9. On or about October 2018 Plaintiff's spouse entered into a life
19 insurance contract with defendant METROPOLITAN LIFE INSURANCE
20 COMPANY [hereinafter METLIFE] with a face value of Eight Hundred Fifty
21 Thousand Dollars [\$850,000]. This contract is now the subject of Claim
22 #21905007933.

1 10. Kaiser Permanente did not provide any quality control assurance over
2 the beneficiary designation through the buggy web site by either obtaining the
3 consent of the spouse or questioning the change of the long standing practice of
4 CHERYL ANN FRENCH to name her husband as beneficiary.

5 11. Plaintiff STEVEN D. KING never consented to any #1 beneficiary
6 designation by his spouse CHERYL ANN FRENCH other than himself.
7 Therefore, one-half of the beneficiary payout from METROPOLITAN LIFE
8 INSURANCE COMPANY belongs to Plaintiff due to his community contribution
9 under California law.

10 12. On information and belief Plaintiff STEVEN D. FRENCH believes that
11 Defendant MERCER aka MERCER BENEFITSCENTRAL is the creator and
12 administrator of the buggy Kaiser Permanente web site portal for making
13 beneficiary designations.

14 13. Based on the mistaken submission through the web portal of the
15 mother as #1 beneficiary, the mother DIANE KING is now claiming payout after
16 the death of her daughter. DIANE KING is adverse to Plaintiff by relying upon
17 the mistaken naming of herself instead of Plaintiff STEVEN D. FRENCH as
18 beneficiary.

19 14. An actual controversy has arisen and now exists between Plaintiff
20 STEVEN D. KING and defendants METLIFE and DIANE KING concerning their
21 respective rights and duties under the contract of life insurance purchased by
22 Plaintiff's spouse CHERYL ANN FRENCH from defendant METLIFE.

1 Defendant DIANE KING disputes Plaintiff's contention that he should be paid
2 100% of the identified benefits.

3 15. Plaintiff desires a judicial determination and declaration of Plaintiff's
4 and defendant's respective rights and duties under the contract and especially
5 whether Plaintiff STEVEN D. FRENCH is entitled to an absolute one-half of the
6 contract benefits due to his community contribution and to the other one-half of
7 the contract benefits due to the mistake in naming a #2 beneficiary as the #1
8 beneficiary due to a buggy internet portal.


9 16. The declaration is necessary and appropriate at this time so that
10 Plaintiff can determine his rights under the contract and thereby avoid irreparable
11 harm.

12 WHEREFORE, Plaintiff demands judgment as follows:

13 1. That the Court order that the payout of benefits under Claim
14 #21905007933 with METLIFE be made 100% to Plaintiff STEVEN D. FRENCH.

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16 2. For attorneys fees as required in the contract and as allowed by
17 statute.

18
19 2. For costs of this action and other just relief.
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22 NORMAN E. REITZ, Attorney for
23 STEVEN D. FRENCH
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25 Date: June 4, 2019
26 Place: Hayward, CA
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