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11 page]

12 **UNITED STATES DISTRICT COURT**
13 **CENTRAL DISTRICT OF CALIFORNIA**

14 JEANINE ST. HILL, individually and on
15 behalf of others similarly situated,

16 Plaintiff(s),

17 v.

18 CENTRELAKE MEDICAL GROUP, INC., a
19 Professional Corporation, aka Centrelake
20 Imaging & Oncology,

21 Defendant(s).

CASE NO.

CLASS ACTION

JURY TRIAL DEMANDED

1 **CLASS ACTION COMPLAINT**

2 Plaintiff, JEANINE ST. HILL, individually, and on behalf of all others similarly situated,
3 brings this action against Defendant, CENTRELAKE MEDICAL GROUP, INC., a California
4 Professional Corporation, to obtain damages, restitution, and injunctive relief for the Class, as
5 defined below, from Defendant. Plaintiff makes the following allegations upon information and
6 belief, except as to her own actions, the investigation of her counsel, and the facts that are a
7 matter of public record:

8 **JURISDICTION AND VENUE**

9 1. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C.
10 §§ 1332 & 1367 because this is a class action in which the matter or controversy exceeds the sum
11 of \$5,000,000, exclusive of interest and costs, and in which at least one member of the proposed
12 class is a citizen of a state different from Defendant.

13 2. This Court has personal jurisdiction over Defendant because Defendant transacts
14 business in this District, in the State of California, within the United States, and has contacts with
15 this District sufficient to subject it to personal jurisdiction.

16 3. In accordance with 28 U.S.C. § 1391, venue is proper in this District because a
17 substantial portion of the events or omissions giving rise to this action occurred in this District,
18 and the Data Breach (as defined below) affected consumers in this District.

19 **NATURE OF THE ACTION**

20 4. Plaintiff brings this class action against Defendant for failing to secure and
21 safeguard the personally identifiable information (“PII”) and protected health information
22 (“PHI”) that Defendant collected and maintained (collectively, the “Private Information”), and
23 for failing to provide timely and adequate notice to Plaintiff and other Class members that their
24 information had been subject to the unauthorized access of an unknown third party and precisely
25 what specific type of information was accessed (the “Data Breach”).

26 5. Due to Defendant’s negligence, the Private Information that Defendant collected
27 and maintained could now be in the hands of thieves. Accordingly, Plaintiff brings this action
28

1 against Defendant seeking redress for its unlawful conduct asserting claims for violation of the
2 California Confidentiality of Medical Information Act, Cal. Civ. Code § 56, *et seq.*, violation of
3 California’s Unfair Competition Law, Cal Bus. & Prof. Code § 17200, *et seq.*, negligence, an
4 intrusion upon seclusion, violation of Plaintiff and Class members’ California Constitutional
5 right to privacy, violation of California’s Consumers Legal Remedies Act, and breach of express
6 and implied contract.

7
8 **PARTIES**

9 6. Plaintiff, Jeanine St. Hill, is and at all times mentioned herein was, an individual
10 citizen of the State of California residing in Ontario, California.

11 7. Defendant, Centrelake Medical Group, Inc. (hereinafter, “Defendant” or
12 “Centrelake”) is a California Professional Corporation within the meaning of Title 1, Division 3,
13 Part 4 of the California Corporations Code with its principal place of business in Covina,
14 California.

15 **CENTRELAKE’S BUSINESS**

16 8. Defendant operates a network of eight (8) outpatient radiology centers in
17 California with locations in El Monte, Chino, Downey, Covina, Ontario, Pomona, Upland, and
18 West Covina.

19 9. Defendant offers a comprehensive range of outpatient radiology services as well
20 as various radiation therapy procedures.

21 10. In the ordinary course of receiving treatment and health care services from
22 Defendant, patients provide Defendant with personal information such as:

- 23
- 24 • Name, address, phone number and email address;
 - 25 • Information relating to individual medical history;
 - 26 • Insurance information and coverage;
 - 27 • Information concerning an individual’s doctor, nurse or other medical
28 providers; and
 - Other information that may be deemed necessary to provide care.

1 11. Defendant also gathers certain medical information about patients and creates a
2 record of the care it provides to patients.

3 12. Additionally, Defendant may receive private and personal information from other
4 individuals and/or organizations that are part of a patient’s “circle of care”, such as referring
5 physicians, patient’s other doctors, patient’s health plan, close friends, or family members.

6 13. All of Defendant’s employees, staff, entities, sites, and locations may share
7 patient information with each other for various purposes as disclosed in the Centrelake Imaging
8 and Oncology Notice of Privacy Practices.¹

9 14. Upon information and belief, patients are provided with Defendant’s Notice of
10 Privacy Practices prior to service being rendered by Defendant.

11 15. Because of the highly sensitive and personal nature of the information Defendant
12 acquires and stores in respect to its patients, Defendant promises to: (1) maintain the privacy of
13 medical information provided; (2) provide notice of its legal duties and privacy practices; and (3)
14 abide by the terms of its Notice of Privacy Practices currently in effect.
15

16 **THE DATA BREACH**

17 16. Plaintiff brings this suit individually and on behalf of a class of similarly situated
18 individuals against Defendant for Defendant’s failure to secure and protect Plaintiff and Class
19 members’ Private Information.

20 17. On April 16, 2019, Defendant issued a press release acknowledging that on
21 January 9, 2019 an unknown third-party gained access to certain servers on Defendant’s
22 information system.²

23 18. According to Defendant, they became aware of the Data Breach on February 19,
24 2019 when a computer ‘virus’ prohibited Defendant from accessing its own files.
25

26 _____
27 ¹ <https://centrelakeimaging.com/themes/igws/assets/pdf/privacypolicy.pdf>

28 ² <https://centrelakeimaging.com/themes/igws/assets/pdf/press-release-4.16.19-1.pdf>

1 19. Defendant launched an investigation and worked to restore its information
2 systems with the assistance of a third-party forensics team.

3 20. The investigation determined that the virus had been introduced by an unknown
4 third-party who had gained access to certain servers on Defendant's information system
5 beginning as early as January 9, 2019.

6 21. The investigation confirmed that the servers, that were accessed by the third-
7 party, contained information which might include patients' names, addresses, phone numbers,
8 Social Security numbers, services performed with diagnosis information, driver's license
9 information, health insurance information, referring provider information, medical record
10 number, and dates of service.

11 22. Defendant's press release, dated April 16, 2019, states, in the present tense, that
12 "Centrelake is providing notification to impacted patients . . ." ³

13 23. On information and belief, and in light of Defendant's information-sharing
14 policies in respect to its various sites and entities, the servers that were accessed contained
15 Private Information for patients from all eight of Defendant's locations.

16 24. On information and belief, the Private Information accessed by the unknown
17 third-party pertained to both adults and children.

18 25. What's more, Defendant's press release still does not indicate that Defendant has
19 properly secured its information systems, or the computerized data contained therein which
20 stores the Private Information of Plaintiff and the Class members.

21 26. According to Defendant's press release, Defendant's investigation is 'ongoing'.

22 27. Defendant specifically acknowledged the heightened risk of identity theft and
23 fraud associated with the Data Breach in question in its April 16, 2019 press release by stating:
24 "Centrelake encourages affected individuals to remain vigilant against incidents of identity theft
25
26

27 ³ *Id.*

1 and fraud and to seek to protect against possible identity theft or other financial loss by regularly
2 reviewing their financial account, statements, credit reports, and explanations or benefits for
3 suspicious activity.”⁴

4 28. Defendant’s call for vigilance, conveyed to affected individuals via its press
5 release, did not come until almost two months after it discovered the breach, and more than three
6 months after the onset of the breach.

7 **DATA BREACHES PUT CONSUMERS AT**
8 **AN INCREASED RISK OF FRAUD AND IDENTIFY THEFT**

9 29. The United States Government Accountability Office released a report in 2007
10 regarding data breaches (“GOA Report”) in which it noted that victims of identity theft will face
11 “substantial costs and time to repair the damage to their good name and credit record.”⁵

12 30. The FTC recommends that identity theft victims take several steps to protect their
13 personal and financial information after a data breach, including contacting one of the credit
14 bureaus to place a fraud alert (consider an extended fraud alert that lasts for 7 years if someone
15 steals their identity), reviewing their credit reports, contacting companies to remove fraudulent
16 charges from their accounts, placing a credit freeze on their credit, and correcting their credit
17 reports.⁶

18 31. Identity thieves use stolen personal information such as Social Security numbers
19 for a variety of crimes, including credit card fraud, phone or utilities fraud, and bank/finance
20 fraud.

21 32. Identity thieves can also use Social Security numbers to obtain a driver’s license
22 or official identification card in the victim’s name but with the thief’s picture; use the victim’s
23

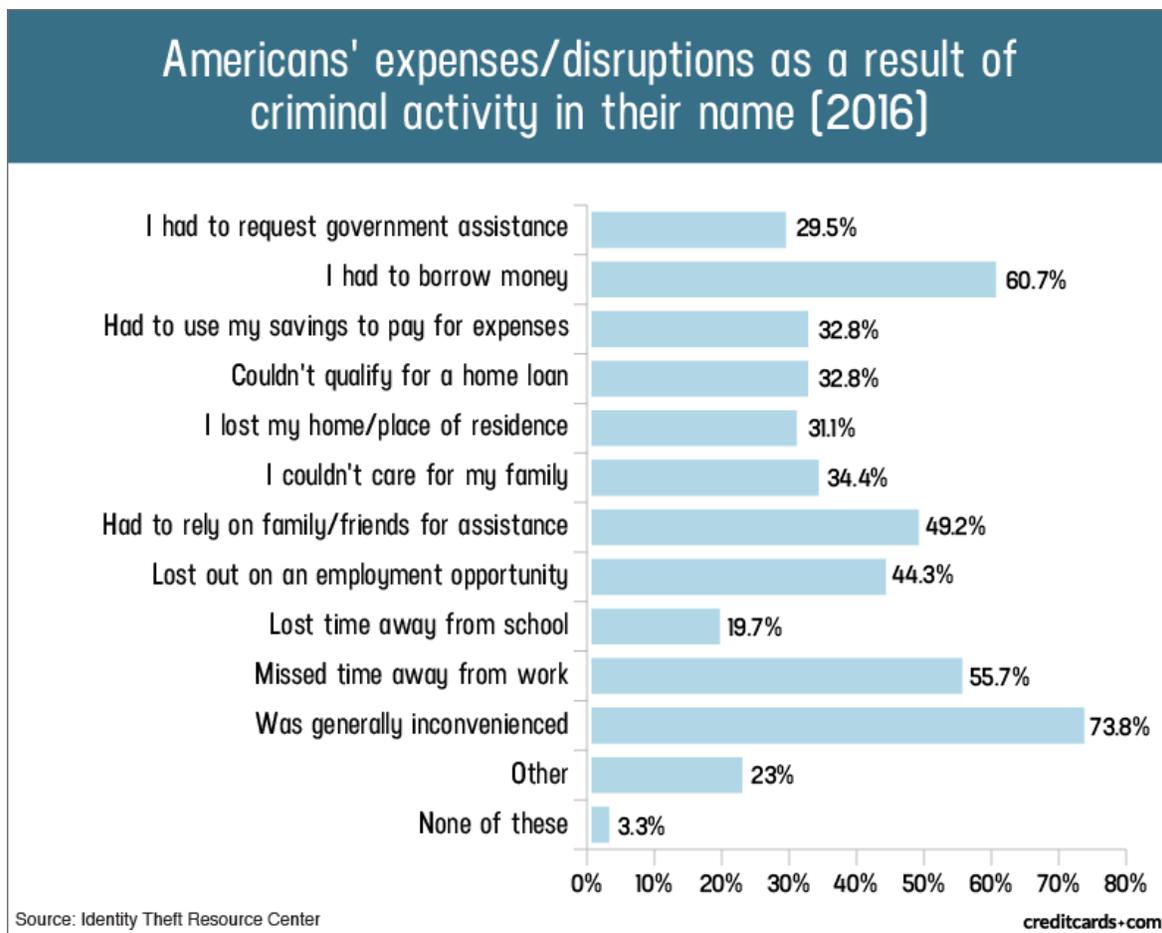
24 _____
25 ⁴ *Id.*

26 ⁵ See “Data Breaches Are Frequent, but Evidence of Resulting Identity Theft Is Limited;
27 However, the Full Extent Is Unknown,” p. 2, U.S. Government Accountability Office, June
28 2007, <https://www.gao.gov/new.items/d07737.pdf> (last visited Apr. 12, 2019) (“GAO Report”).

⁶ See <https://www.identitytheft.gov/Steps> (last visited April 12, 2019).

1 name and Social Security number to obtain government benefits; or file a fraudulent tax return
2 using the victim's information. In addition, identity thieves may obtain a job using the victim's
3 Social Security number, rent a house or receive medical services in the victim's name, and may
4 even give the victim's personal information to police during an arrest resulting in an arrest
5 warrant being issued in the victim's name.

6 33. A study by Identity Theft Resource Center shows the multitude of harms caused
7 by fraudulent use of personal and financial information:
8



25

26 Source: "Credit Card and ID Theft Statistics" by Jason Steele, 10/24/2017, at:
27 [https://www.creditcards.com/credit-card-news/credit-card-security-id-theft-fraud-statistics-](https://www.creditcards.com/credit-card-news/credit-card-security-id-theft-fraud-statistics-1276.php)
28 1276.php (last visited June 20, 2019).

1 34. What’s more, theft of Private Information is also gravely serious. PII/PHI is a
2 valuable property right.⁷ Its value is axiomatic, considering the value of Big Data in corporate
3 America and the consequences of cyber thefts include heavy prison sentences. Even this obvious
4 risk to reward analysis illustrates beyond doubt that Private Information has considerable market
5 value.

6 35. Theft of PHI, in particular, is gravely serious: “A thief may use your name or
7 health insurance numbers to see a doctor, get prescription drugs, file claims with your insurance
8 provider, or get other care. If the thief’s health information is mixed with yours, your treatment,
9 insurance and payment records, and credit report may be affected.”⁸ Drug manufacturers,
10 medical device manufacturers, pharmacies, hospitals and other healthcare service providers often
11 purchase PII/PHI on the black market for the purpose of target marketing their products and
12 services to the physical maladies of the data breach victims themselves. Insurance companies
13 purchase and use wrongfully disclosed PHI to adjust their insureds’ medical insurance
14 premiums.
15

16 36. It must also be noted there may be a time lag between when harm occurs versus
17 when it is discovered, and also between when Private Information and/or financial information is
18 stolen and when it is used. According to the U.S. Government Accountability Office, which
19 conducted a study regarding data breaches:

20 [L]aw enforcement officials told us that in some cases, stolen data may be held
21 for up to a year or more before being used to commit identity theft. Further, once
22 stolen data have been sold or posted on the Web, fraudulent use of that
23

24 ⁷ See, e.g., John T. Soma, et al, Corporate Privacy Trend: The “Value” of Personally Identifiable
25 Information (“PII”) Equals the “Value” of Financial Assets, 15 Rich. J.L. & Tech. 11, at *3-4
26 (2009) (“PII, which companies obtain at little cost, has quantifiable value that is rapidly reaching
a level comparable to the value of traditional financial assets.”) (citations omitted).

27 ⁸ See Federal Trade Commission, Medical Identity Theft,
28 <http://www.consumer.ftc.gov/articles/0171-medical-identity-theft> (last visited March 27, 2014).

1 information may continue for years. As a result, studies that attempt to measure
2 the harm resulting from data breaches cannot necessarily rule out all future harm.

3 *See* GAO Report, at p. 29.

4 37. Private Information and financial information are such valuable commodities to
5 identity thieves that once the information has been compromised, criminals often trade the
6 information on the “cyber black-market” for years.

7 38. Thus, there is a strong probability that entire batches of stolen information have
8 been dumped on the black market and are yet to be dumped on the black market, meaning
9 Plaintiff and Class members are at an increased risk of fraud and identity theft for many years
10 into the future.

11 **PLAINTIFF AND CLASS MEMBERS’ DAMAGES**

12 39. As a direct and proximate result of Defendant’s conduct, Plaintiff and Class
13 members have been placed at an imminent, immediate, and continuing increased risk of harm
14 from fraud and identity theft.

15 40. Plaintiff and Class members have suffered or will suffer actual injury as a direct
16 result of the Data Breach. In addition to fraudulent charges, loss of use of and access to their
17 account funds and costs associated with the inability to obtain money from their accounts, and
18 damage to their credit, many victims suffer ascertainable losses in the form of out-of-pocket
19 expenses and the value of their time reasonably incurred to remedy or mitigate the effects of the
20 Data Breach relating to:

- 21
- 22 a. Finding fraudulent charges;
 - 23 b. Canceling and reissuing credit and debit cards;
 - 24 c. Purchasing credit monitoring and identity theft prevention;
 - 25 d. Addressing their inability to withdraw funds linked to compromised accounts;
 - 26 e. Taking trips to banks and waiting in line to obtain funds held in limited
27 accounts;
 - 28 f. Placing “freezes” and “alerts” with credit reporting agencies;

- 1 g. Spending time on the phone with or at the financial institution to dispute
- 2 fraudulent charges;
- 3 h. Contacting their financial institutions and closing or modifying financial
- 4 accounts;
- 5 i. Resetting automatic billing and payment instructions from compromised
- 6 credit and debit cards to new ones;
- 7 j. Paying late fees and declined payment fees imposed as a result of failed
- 8 automatic payments that were tied to compromised cards that had to be
- 9 cancelled; and
- 10 k. Closely reviewing and monitoring bank accounts and credit reports for
- 11 unauthorized activity for years to come.

12
13 41. Moreover, Plaintiff and Class members have an interest in ensuring that their
14 Private Information, which is believed to remain in the possession of Defendant, is protected
15 from further breaches by the implementation of security measures and safeguards, including but
16 not limited to, making sure that the storage of data or documents containing personal and
17 financial information is not accessible online and that access to such data is password-protected.

18 42. Further, as a result of Defendant's conduct, Plaintiff and Class members are
19 forced to live with the anxiety that their private health information—which contains the most
20 intimate details about a person's life, including what ailments they suffer, whether physical or
21 mental—may be disclosed to the entire world, thereby subjecting them to embarrassment and
22 depriving them of any right to privacy whatsoever.

23 43. As a direct and proximate result of Defendant's actions and inactions, Plaintiff
24 and Class members have suffered anxiety, emotional distress, and loss of privacy, and are at an
25 increased risk of future harm.

26 **CLASS ALLEGATIONS**

27 44. Plaintiff brings this action on behalf of herself and on behalf of all other persons
28 similarly situated ("the Class").

1 45. Plaintiff proposes the following Class definition, subject to amendment as
2 appropriate:

3 All individuals whose Private Information was received, gatherer, shared,
4 obtained, or otherwise found itself in the possession of Centrelake Medical
5 Group, Inc. and compromised in the Data Breach. Excluded from the Class are
6 Defendant's officers, directors, and employees; any entity in which Defendant has
7 a controlling interest; and the affiliates, legal representatives, attorneys,
8 successors, heirs, and assigns of Defendant. Excluded also from the Class are
9 members of the judiciary to whom this case is assigned, their families and
10 members of their staff.

11 46. Numerosity. Fed. R. Civ. P. 23(a)(1). The members of the Class are so numerous
12 that joinder of all of them is impracticable. While the exact number of Class members is
13 unknown to Plaintiff at this time, based on information and belief, the Class may approach
14 197,661 patients.⁹

15 47. Commonality. Fed. R. Civ. P. 23(a)(2) & (b)(3). There are questions of law and
16 fact common to the Class, which predominate over any questions affecting only individual Class
17 members. These common questions of law and fact include, without limitation:
18

- 19 a) Whether Defendant unlawfully used, maintained, lost, or disclosed Plaintiff
20 and Class members' Private Information;
- 21 b) Whether Defendant unreasonably delayed in notifying affected customers of
22 the Data Breach and whether the belated notice was adequate;
- 23 c) Whether Defendant failed to implement and maintain reasonable security
24 procedures and practices appropriate to the nature and scope of the
25 information compromised in the Data Breach;

26 _____
27 ⁹ <https://www.databreaches.net/centrelake-medical-group-notifies-patients-after-ransomware-investigation-reveals-earlier-intrusion-and-suspicious-activity/>
28

- 1 d) Whether Defendant's conduct was negligent;
- 2 e) Whether Defendant violated the requirements of Cal. Civ. Code § 1798.80, *et*
- 3 *seq.*;
- 4 f) Whether Defendant's acts, inactions, and practices complained of herein
- 5 amount to acts of intrusion upon seclusion under the law of Alabama, Alaska,
- 6 Arizona, Arkansas, California, Colorado, Connecticut, Delaware, Georgia,
- 7 Hawaii, Idaho, Illinois, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland,
- 8 Minnesota, Missouri, Nevada, New Hampshire, New Jersey, New Mexico,
- 9 North Carolina, Ohio, Oklahoma, Oregon, Pennsylvania, South Dakota,
- 10 Texas, Utah, Vermont, Washington, and West Virginia;
- 11 g) Whether Defendant's acts, inactions, and practices complained of herein
- 12 violated Plaintiff and Class members' California Constitutional Right to
- 13 Privacy;
- 14 h) Whether Defendant's acts, inactions, and practices complained of herein
- 15 violated California Consumers Legal Remedies Act; and
- 16 i) Whether Plaintiff and Class members are entitled to damages, civil penalties,
- 17 punitive damages, and/or injunctive relief.
- 18

19 48. Typicality. Fed. R. Civ. P. 23(a)(3). Plaintiff's claims are typical of those of other

20 Class members because Plaintiff's information, like that of every other Class member, was

21 misused, and/or disclosed by Defendant.

22 49. Adequacy of Representation. Fed. R. Civ. P. 23(a)(4). Plaintiff will fairly and

23 adequately represent and protect the interests of the members of the Class. Plaintiff's Counsel are

24 competent and experienced in litigating class actions.

25 50. Superiority of Class Action. Fed. R. Civ. P. 23(b)(3). A class action is superior to

26 other available methods for the fair and efficient adjudication of this controversy since joinder of

27 all Class members is impracticable. Furthermore, the adjudication of this controversy through a

28

1 class action will avoid the possibility of inconsistent and potentially conflicting adjudication of
2 the asserted claims. There will be no difficulty in the management of this action as a class action.

3 51. Damages for any individual class member are likely insufficient to justify the cost
4 of individual litigation, so that in the absence of class treatment, Defendant's violations of law
5 inflicting substantial damages in the aggregate would go un-remedied without certification of the
6 Class.

7 52. Defendant has acted or refused to act on grounds that apply generally to the Class,
8 as alleged above, and certification is proper under Rule 23(b)(2).

9 **CAUSES OF ACTION**

10 **FIRST COUNT**

11 **Violation of the California Confidentiality of Medical Information Act**

12 **(Cal. Civ. Code § 56, *et seq.*)**

13 **(On Behalf of Plaintiff and All Class Members)**

14 53. Plaintiff repeats and re-alleges each and every factual allegation contained in all
15 previous paragraphs as if fully set forth herein.

16 54. Section 56.10(a) of the California Civil Code provides that “[a] provider of health
17 care, health care service plan, or contractor shall not disclose medical information regarding a
18 patient of the provider of health care or an enrollee or subscriber of a health care service plan
19 without first obtaining an authorization.”

20 55. At all relevant times, Defendant was a health care provider because it had the
21 “purpose of maintaining medical information in order to make the information available to an
22 individual or to a provider of health care at the request of the individual or a provider of health
23 care, for purposes of allowing the individual to manage his or her information, or for the
24 diagnosis or treatment of the individual.” Cal. Civ. Code 6 § 56.06(a).

25 56. At all relevant times, Defendant collected, stored, managed, and transmitted
26 Plaintiff and Class members' PII/PHI.
27
28

1 57. The CMIA requires Defendant to implement and maintain standards of
2 confidentiality with respect to all individually identifiable PHI disclosed to them and maintained
3 by them. Specifically, Cal. Civ. Code § 56.10(a) prohibits Defendant from disclosing Plaintiff
4 and Class members' PHI without first obtaining their authorization to do so.

5 58. Section 56.11 of the California Civil Code specifies the manner in which
6 authorization must be obtained before PHI is released. Defendant, however, failed to obtain any
7 authorization—let alone, proper authorization—from Plaintiff and Class members before
8 releasing and disclosing their PHI. Defendant also failed to identify, implement, maintain and
9 monitor the proper data security measures, policies, procedures, protocols, and software and
10 hardware systems to safeguard and protect Plaintiff and Class members' PHI as required by
11 California law. As a direct and proximate result of Defendant's wrongful actions, inaction,
12 omissions, and want of ordinary care, Plaintiff and Class members' PHI was disclosed. By
13 disclosing Plaintiff and Class members' PHI without their written authorization. Defendant
14 violated Cal. Civ. Code § 56, *et seq.*, and their legal duty to protect the confidentiality of such
15 information.

16 59. Defendant also violated Sections 56.06 and 56.101 of the California CMIA, which
17 prohibit the negligent creation, maintenance, preservation, storage, abandonment, destruction or
18 disposal of confidential PHI. As a direct and proximate result of Defendant's wrongful actions,
19 inaction, omissions, and want of ordinary care that directly and proximately caused the Data
20 Breach, Plaintiff and Class members' confidential PHI was viewed, released and disclosed
21 without their authorization by unauthorized persons.

22 60. As a direct and proximate result of Defendant's above-described wrongful
23 actions, inaction, omissions, and want of ordinary care that directly and proximately caused the
24 Data Breach and its violation of the CMIA, Plaintiff and Class members also are entitled to (1)
25 injunctive relief; (2) punitive damages of up to \$3,000 per Plaintiff and each Class member, and;
26 (3) attorneys' fees, litigation expenses and court costs under Cal. Civ. Code § 56.35.
27
28

1 **SECOND COUNT**

2 **Violation of the California Unfair Competition Law**

3 **(Cal Bus. & Prof. Code § 17200, *et seq.*)**

4 **(On Behalf of Plaintiff and All Class Members)**

5 51. Plaintiff repeats and re-alleges each and every factual allegation contained in all
6 previous paragraphs as if fully set forth herein.

7 52. The California Unfair Competition Law, Cal Bus. & Prof. Code § 17200, *et seq.*,
8 prohibits any “unlawful,” “fraudulent,” or “unfair” business act or practice and any false or
9 misleading advertising, as those terms are defined by the UCL and relevant case law. By virtue
10 of the above-described wrongful actions, inaction, omissions, and want of ordinary care that
11 directly and proximately caused the Data Breach, Defendant engaged in unlawful, unfair and
12 fraudulent practices within the meaning, and in violation of, the UCL.

13 53. In the course of conducting its business, Defendant committed “unlawful business
14 practices by, *inter alia*, knowingly failing to design, adopt, implement, control, direct, oversee,
15 manage, monitor and audit appropriate data security processes, controls, policies, procedures,
16 protocols, and software and hardware systems to safeguard and protect Plaintiff and Class
17 members’ PII/PHI, and violating the statutory and common law alleged herein in the process,
18 including, *inter alia*, the California CMIA, the California CRA, and the California IPA. Plaintiff
19 and Class members reserve the right to allege other violations of law by Defendant constituting
20 other unlawful business acts or practices. Defendant’s above described wrongful actions,
21 inaction, omissions, and want of ordinary care are ongoing and continue to this date.

22 54. Defendant also violated the UCL by failing to timely notify Plaintiff and Class
23 members regarding the unauthorized release and disclosure of their PII/PHI. If Plaintiff and
24 Class members had been notified in an appropriate fashion, they could have taken precautions to
25 safeguard and protect their PII/PHI, medical information, and identities.

26 55. Defendant’s above-described wrongful actions, inaction, omissions, want of
27 ordinary care, misrepresentations, practices, and non-disclosures also constitute “unfair business
28

1 acts and practices in violation of the UCL in that Defendant’s wrongful conduct is substantially
2 injurious to consumers, offends public policy, and is immoral, unethical, oppressive, and
3 unscrupulous. The gravity of Defendant’s wrongful conduct outweighs any alleged benefits
4 attributable to such conduct. There were reasonably available alternatives to further Defendant’s
5 legitimate business interests other than engaging in the above-described wrongful conduct.

6 56. The UCL also prohibits any “fraudulent business act or practice, above-described
7 claims, nondisclosures and misleading statements were false, misleading and likely to deceive
8 the consuming public in violation of the UCL.

9 57. As a direct and proximate result of Defendant’s above-described wrongful
10 actions, inaction, omissions, and want of ordinary care that directly and proximately caused the
11 Data Breach and its violations of the UCL, Plaintiff and Class members have suffered, and will
12 continue to suffer, economic damages and other injury and actual harm in the form of, *inter alia*,
13 (1) an imminent, immediate and the continuing increased risk of identity theft, identity fraud and
14 medical fraud—risks justifying expenditures for protective and remedial services for which he or
15 she is entitled to compensation; (2) invasion of privacy; (3) breach of the confidentiality of his or
16 her PII/PHI; (4) statutory damages under the California CMIA; (5) deprivation of the value of his
17 or her PII/PHI, for which there is a well-established national and international market; and/or (v)
18 the financial and temporal cost of monitoring credit, monitoring financial accounts, and
19 mitigating damages.
20

21 58. Unless restrained and enjoined, Defendant will continue to engage in the above-
22 described wrongful conduct and more data breaches will occur. Plaintiff, therefore, on behalf of
23 herself, Class members, and the general public, also seeks restitution and an injunction
24 prohibiting Defendant from continuing such wrongful conduct, and requiring Defendant to
25 modify its corporate culture and design, adopt, implement, control, direct, oversee, manage,
26 monitor and audit appropriate data security processes, controls, policies, procedures protocols,
27 and software and hardware systems to safeguard and protect the PII/PHI entrusted to it, as well
28 as all other relief the Court deems appropriate, consistent with Cal. Bus. & Prof. Code § 17203.

THIRD COUNT

Negligence

(On Behalf of Plaintiff and All Class Members)

61. Plaintiff repeats and re-alleges each and every factual allegation contained in all previous paragraphs as if fully set forth herein.

62. Plaintiff brings this claim individually and on behalf of the Class members.

63. Defendant knowingly collected, came into possession of, and maintained Plaintiff and Class members' Private Information, and had a duty to exercise reasonable care in safeguarding, securing and protecting such information from being compromised, lost, stolen, misused, and/or disclosed to unauthorized parties.

64. Defendant had, and continues to have, a duty to timely disclose that Plaintiff and Class members' Private Information within its possession was compromised and precisely the type(s) of information that were compromised.

65. Defendant had a duty to have procedures in place to detect and prevent the loss or unauthorized dissemination of Plaintiff and Class members' Private Information.

66. Defendant systematically failed to provide adequate security for data in its possession.

67. Defendant, through its actions and/or omissions, unlawfully breached its duty to Plaintiff and Class members by failing to exercise reasonable care in protecting and safeguarding Plaintiff and Class members' Private Information within Defendant's possession.

68. Defendant, through its actions and/or omissions, unlawfully breached its duty to Plaintiff and Class members by failing to have appropriate procedures in place to detect and prevent dissemination of Plaintiff and Class members' Private Information.

69. Defendant, through its actions and/or omissions, unlawfully breached its duty to timely disclose to Plaintiff and Class members that their Private Information within Defendant's possession might have been compromised and precisely the type of information compromised.

70. Defendant's breach of duties owed to Plaintiff and Class members' caused Plaintiff and Class members' Private Information to be compromised.

1 79. Defendant's conduct as alleged above intruded upon Plaintiff and the Class
2 members' seclusion under common law.

3 80. By failing to keep Plaintiff and Class members' Private Information safe, and by
4 misusing and/or disclosing said information to unauthorized parties for unauthorized use,
5 Defendant invaded Plaintiff and Class members' privacy by:

6 a. Intruding into Plaintiff and Class members' private affairs in a manner that
7 would be highly offensive to a reasonable person; and

8 b. Publicizing private facts about the Plaintiff and Class members, which is
9 highly offensive to a reasonable person.

10 81. Defendant knew, or acted with reckless disregard of the fact, that a reasonable
11 person in Plaintiff or Class members' position would consider Defendant's actions highly
12 offensive.

13 82. Defendant invaded Plaintiff and Class members' right to privacy and intruded into
14 Plaintiff and Class members' private affairs by misusing and/or disclosing their Private
15 Information without their informed, voluntary, affirmative, and clear consent.

16 83. As a proximate result of such misuse and disclosures, Plaintiff and Class
17 members' reasonable expectations of privacy in their Private Information was unduly frustrated
18 and thwarted. Defendant's conduct amounted to a serious invasion of Plaintiff and Class
19 members' protected privacy interests.

20 84. In failing to protect Plaintiff and Class members' Private Information, and in
21 misusing and/or disclosing their Private Information, Defendant has acted with malice and
22 oppression and in conscious disregard of Plaintiff and Class members' rights to have such
23 information kept confidential and private. Plaintiff, therefore, seeks an award of damages,
24 including punitive damages, on behalf of herself and the Class.

FIFTH COUNT

California Constitutional Right to Privacy

(On Behalf of Plaintiff and All Class Members)

1
2
3
4 85. Plaintiff repeats and re-alleges each and every factual allegation contained in all
5 previous paragraphs as if fully set forth herein.

6 86. Plaintiff and Class members have reasonable expectations of privacy with regard
7 to their Private Information disclosed to or gathered by a health care provider.

8 87. The reasonableness of such expectation of privacy is supported by Defendant's
9 unique position as healthcare provider for Plaintiff and Class members, which further requires
10 additional confidentiality and privacy as required by the Health Insurance Portability and
11 Accountability Act.

12 88. The reasonableness of such expectation of privacy is further supported by
13 Defendant's Notice of Privacy Practices, which, upon information and belief, is provided to
14 patients before any services are rendered.

15 89. By failing to implement and maintain reasonable security procedures and
16 practices appropriate to protect the Private Information from unauthorized access, destruction,
17 use, modification, or disclosure, Defendant intruded on and into Plaintiff and Class members'
18 solitude, seclusion, or private affairs

19 90. These intrusions are highly offensive to a reasonable person.

20 91. Plaintiff and Class members were harmed by the intrusion into their private affairs
21 as detailed throughout this Complaint.

22 92. Defendant's actions, inactions, and conduct complained of herein were a
23 substantial factor in causing the harm suffered by Plaintiff and Class members.

24 93. As a result of Defendant's actions, Plaintiff and Class members seek injunctive
25 relief in the form of requiring Defendant to establish appropriate security methods to collect data,
26 to safeguard its information systems, and to secure and safeguard the computerized data of
27 Plaintiff and Class members.
28

1 c. § 1770(a)(10): Advertising goods or services with intent not to supply
2 reasonably expectable demand, unless the advertisement discloses a limitation
3 of quantity; and

4 d. § 1770(a)(16): Representing that the subject of a transaction has been supplied
5 in accordance with a previous representation when it has not.

6 100. Defendant's wrongful business practices constituted, and continue to constitute, a
7 course of conduct in violation of the CLRA.

8 101. Pursuant to the provisions of Cal. Civ. Code § 1782(a), Plaintiff provided a letter
9 to Defendant with notice of its alleged violations of the CLRA, demanding that Defendant
10 correct such violations, and providing it with the opportunity to correct its business practices. If
11 Defendant does not thereafter correct its business practices, Plaintiff will amend (or seek leave to
12 amend) the complaint to add claims for monetary relief, including restitution and actual
13 damages, under the Consumers Legal Remedies Act.

14 102. Pursuant to Cal. Civ. Code § 1780, Plaintiff seeks injunctive relief, their
15 reasonable attorney fees and costs, and any other relief that the Court deems proper.

16 **SEVENTH COUNT**

17 **Breach of Express Contract**

18 **(On Behalf of Plaintiff and All Class Members)**

19 103. The preceding factual statements and allegations are incorporated by reference.

20 104. Plaintiff and Class members, upon information and belief, entered into express
21 contracts with Defendant that include Defendant's promise to protect nonpublic personal
22 information given to Defendant or that Defendant gathers on its own from disclosure.

23 105. Plaintiff and Class members performed their obligations under the contract when
24 they paid for their health care services.

25 106. Defendant breached its contractual obligation to protect the nonpublic personal
26 information Defendant gathered when the information was accessed by unauthorized personnel
27 as part of the Data Breach.

28

1 Private Information, and from refusing to issue prompt, complete and accurate disclosures to
2 Plaintiff and Class members;

3 116. For equitable relief compelling Defendant to utilize appropriate methods and
4 policies with respect to consumer data collection, storage, and safety, and to disclose with
5 specificity the type of PII and PHI compromised during the Data Breach;

6 117. For equitable relief requiring restitution and disgorgement of the revenues
7 wrongfully retained as a result of Defendant's wrongful conduct;

8 118. Ordering Defendant to pay for not less than three years of credit monitoring
9 services for Plaintiff and the Class;

10 119. Ordering Defendant to disseminate individualized notice of the Data Breach to all
11 Class members;

12 120. For an award of actual damages, compensatory damages, statutory damages, and
13 statutory penalties, in an amount to be determined;

14 121. For an award of punitive damages, as allowable by law;

15 122. For an award of attorneys' fees and costs, including expert witness fees;

16 123. Pre- and post-judgment interest on any amounts awarded; and

17 124. Such other and further relief as this court may deem just and proper.

18
19 Dated: July 2, 2019

Respectfully submitted,

20
21 /s/ Danielle L. Perry

Danielle L. Perry (SBN 292120)

Gary E. Mason*

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gklinger@kozonislaw.com

**Pro hac vice forthcoming*

Attorneys for Plaintiff

**UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET**

I. (a) PLAINTIFFS (Check box if you are representing yourself <input type="checkbox"/>) Jeanine St. Hill	DEFENDANTS (Check box if you are representing yourself <input type="checkbox"/>) Centrelake Medical Group, Inc.
(b) County of Residence of First Listed Plaintiff <u>San Bernardino</u> <i>(EXCEPT IN U.S. PLAINTIFF CASES)</i>	County of Residence of First Listed Defendant <u>Los Angeles</u> <i>(IN U.S. PLAINTIFF CASES ONLY)</i>
(c) Attorneys (Firm Name, Address and Telephone Number) If you are representing yourself, provide the same information. Danielle L. Perry, Gary E. Mason, Whitfield Bryson & Mason LLP, 5101 Wisconsin Avenue NW, Suite 305, Washington, D.C. 20016, (202) 429-2290. Gary M. Klinger, Kozonis & Klinger LTD., 4849 N. Milwaukee Avenue, Suite 300, Chicago, IL 60630, (312) 283-3814.	Attorneys (Firm Name, Address and Telephone Number) If you are representing yourself, provide the same information.

II. BASIS OF JURISDICTION (Place an X in one box only.) <input type="checkbox"/> 1. U.S. Government Plaintiff <input type="checkbox"/> 2. U.S. Government Defendant <input type="checkbox"/> 3. Federal Question (U.S. Government Not a Party) <input checked="" type="checkbox"/> 4. Diversity (Indicate Citizenship of Parties in Item III)	III. CITIZENSHIP OF PRINCIPAL PARTIES -For Diversity Cases Only (Place an X in one box for plaintiff and one for defendant) <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:30%;">Citizen of This State</td> <td style="width:5%;">PTF</td> <td style="width:5%;">DEF</td> <td style="width:5%;">1</td> <td style="width:5%;">1</td> <td style="width:55%;">Incorporated or Principal Place of Business in this State</td> <td style="width:5%;">PTF</td> <td style="width:5%;">DEF</td> <td style="width:5%;">4</td> <td style="width:5%;">4</td> </tr> <tr> <td></td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td></td> <td></td> <td></td> <td><input type="checkbox"/></td> <td><input checked="" type="checkbox"/></td> <td></td> <td></td> </tr> <tr> <td>Citizen of Another State</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td>2</td> <td>2</td> <td>Incorporated and Principal Place of Business in Another State</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td>5</td> <td>5</td> </tr> <tr> <td>Citizen or Subject of a Foreign Country</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td>3</td> <td>3</td> <td>Foreign Nation</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td>6</td> <td>6</td> </tr> </table>	Citizen of This State	PTF	DEF	1	1	Incorporated or Principal Place of Business in this State	PTF	DEF	4	4		<input checked="" type="checkbox"/>	<input type="checkbox"/>				<input type="checkbox"/>	<input checked="" type="checkbox"/>			Citizen of Another State	<input type="checkbox"/>	<input type="checkbox"/>	2	2	Incorporated and Principal Place of Business in Another State	<input type="checkbox"/>	<input type="checkbox"/>	5	5	Citizen or Subject of a Foreign Country	<input type="checkbox"/>	<input type="checkbox"/>	3	3	Foreign Nation	<input type="checkbox"/>	<input type="checkbox"/>	6	6
Citizen of This State	PTF	DEF	1	1	Incorporated or Principal Place of Business in this State	PTF	DEF	4	4																																
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Citizen or Subject of a Foreign Country	<input type="checkbox"/>	<input type="checkbox"/>	3	3	Foreign Nation	<input type="checkbox"/>	<input type="checkbox"/>	6	6																																

IV. ORIGIN (Place an X in one box only.)

<input checked="" type="checkbox"/> 1. Original Proceeding	<input type="checkbox"/> 2. Removed from State Court	<input type="checkbox"/> 3. Remanded from Appellate Court	<input type="checkbox"/> 4. Reinstated or Reopened	<input type="checkbox"/> 5. Transferred from Another District (Specify)	<input type="checkbox"/> 6. Multidistrict Litigation - Transfer	<input type="checkbox"/> 8. Multidistrict Litigation - Direct File
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V. REQUESTED IN COMPLAINT: JURY DEMAND: Yes No (Check "Yes" only if demanded in complaint.)

CLASS ACTION under F.R.Cv.P. 23: Yes No **MONEY DEMANDED IN COMPLAINT:** \$ 10,000,000

VI. CAUSE OF ACTION (Cite the U.S. Civil Statute under which you are filing and write a brief statement of cause. Do not cite jurisdictional statutes unless diversity.)

VII. NATURE OF SUIT (Place an X in one box only.)

OTHER STATUTES	CONTRACT	REAL PROPERTY CONT.	IMMIGRATION	PRISONER PETITIONS	PROPERTY RIGHTS
<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce/ICC Rates/Etc. <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced & Corrupt Org. <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Info. Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Admin. Procedures Act/Review of Appeal of Agency Decision <input checked="" type="checkbox"/> 950 Constitutionality of State Statutes	<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loan (Excl. Vet.) <input type="checkbox"/> 153 Recovery of Overpayment of Vet. Benefits <input type="checkbox"/> 160 Stockholders' Suits <input checked="" type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise <div style="background-color: #e0e0e0; padding: 2px;">REAL PROPERTY</div> <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment	<input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property <div style="background-color: #e0e0e0; padding: 2px;">TORTS</div> <div style="background-color: #e0e0e0; padding: 2px;">PERSONAL INJURY</div> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Fed. Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury-Med Malpractice <input type="checkbox"/> 365 Personal Injury-Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability	<input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions <div style="background-color: #e0e0e0; padding: 2px;">TORTS</div> <div style="background-color: #e0e0e0; padding: 2px;">PERSONAL PROPERTY</div> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability <div style="background-color: #e0e0e0; padding: 2px;">BANKRUPTCY</div> <input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <div style="background-color: #e0e0e0; padding: 2px;">CIVIL RIGHTS</div> <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 American with Disabilities-Employment <input type="checkbox"/> 446 American with Disabilities-Other <input type="checkbox"/> 448 Education	<div style="background-color: #e0e0e0; padding: 2px;">Habeas Corpus:</div> <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <div style="background-color: #e0e0e0; padding: 2px;">Other:</div> <input type="checkbox"/> 540 Mandamus/Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee Conditions of Confinement <div style="background-color: #e0e0e0; padding: 2px;">FORFEITURE/PENALTY</div> <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other <div style="background-color: #e0e0e0; padding: 2px;">LABOR</div> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Ret. Inc. Security Act	<input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark <div style="background-color: #e0e0e0; padding: 2px;">SOCIAL SECURITY</div> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405 (g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405 (g)) <div style="background-color: #e0e0e0; padding: 2px;">FEDERAL TAX SUITS</div> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS-Third Party 26 USC 7609

**UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET**

VIII. VENUE: Your answers to the questions below will determine the division of the Court to which this case will be initially assigned. This initial assignment is subject to change, in accordance with the Court's General Orders, upon review by the Court of your Complaint or Notice of Removal.

<p>QUESTION A: Was this case removed from state court? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If "no," skip to Question B. If "yes," check the box to the right that applies, enter the corresponding division in response to Question E, below, and continue from there.</p>	<p align="center">STATE CASE WAS PENDING IN THE COUNTY OF:</p> <input type="checkbox"/> Los Angeles, Ventura, Santa Barbara, or San Luis Obispo <input type="checkbox"/> Orange <input type="checkbox"/> Riverside or San Bernardino	<p align="center">INITIAL DIVISION IN CACD IS:</p> Western Southern Eastern
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<p>QUESTION B: Is the United States, or one of its agencies or employees, a PLAINTIFF in this action? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If "no," skip to Question C. If "yes," answer Question B.1, at right.</p>	<p>B.1. Do 50% or more of the defendants who reside in the district reside in Orange Co.? <i>check one of the boxes to the right</i> →</p> <p>B.2. Do 50% or more of the defendants who reside in the district reside in Riverside and/or San Bernardino Counties? (Consider the two counties together.) <i>check one of the boxes to the right</i> →</p>	<p><input type="checkbox"/> YES. Your case will initially be assigned to the Southern Division. Enter "Southern" in response to Question E, below, and continue from there.</p> <p><input type="checkbox"/> NO. Continue to Question B.2.</p> <p><input type="checkbox"/> YES. Your case will initially be assigned to the Eastern Division. Enter "Eastern" in response to Question E, below, and continue from there.</p> <p><input type="checkbox"/> NO. Your case will initially be assigned to the Western Division. Enter "Western" in response to Question E, below, and continue from there.</p>
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<p>QUESTION C: Is the United States, or one of its agencies or employees, a DEFENDANT in this action? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If "no," skip to Question D. If "yes," answer Question C.1, at right.</p>	<p>C.1. Do 50% or more of the plaintiffs who reside in the district reside in Orange Co.? <i>check one of the boxes to the right</i> →</p> <p>C.2. Do 50% or more of the plaintiffs who reside in the district reside in Riverside and/or San Bernardino Counties? (Consider the two counties together.) <i>check one of the boxes to the right</i> →</p>	<p><input type="checkbox"/> YES. Your case will initially be assigned to the Southern Division. Enter "Southern" in response to Question E, below, and continue from there.</p> <p><input type="checkbox"/> NO. Continue to Question C.2.</p> <p><input type="checkbox"/> YES. Your case will initially be assigned to the Eastern Division. Enter "Eastern" in response to Question E, below, and continue from there.</p> <p><input type="checkbox"/> NO. Your case will initially be assigned to the Western Division. Enter "Western" in response to Question E, below, and continue from there.</p>
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QUESTION D: Location of plaintiffs and defendants?	A. Orange County	B. Riverside or San Bernardino County	C. Los Angeles, Ventura, Santa Barbara, or San Luis Obispo County
Indicate the location(s) in which 50% or more of <i>plaintiffs who reside in this district</i> reside. (Check up to two boxes, or leave blank if none of these choices apply.)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Indicate the location(s) in which 50% or more of <i>defendants who reside in this district</i> reside. (Check up to two boxes, or leave blank if none of these choices apply.)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

<p>D.1. Is there at least one answer in Column A? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If "yes," your case will initially be assigned to the SOUTHERN DIVISION. Enter "Southern" in response to Question E, below, and continue from there. If "no," go to question D2 to the right. →</p>	<p>D.2. Is there at least one answer in Column B? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If "yes," your case will initially be assigned to the EASTERN DIVISION. Enter "Eastern" in response to Question E, below. If "no," your case will be assigned to the WESTERN DIVISION. Enter "Western" in response to Question E, below. ↓</p>
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QUESTION E: Initial Division?	INITIAL DIVISION IN CACD
Enter the initial division determined by Question A, B, C, or D above: →	EASTERN

QUESTION F: Northern Counties?

Do 50% or more of plaintiffs or defendants in this district reside in Ventura, Santa Barbara, or San Luis Obispo counties? Yes No

**UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET**

IX(a). IDENTICAL CASES: Has this action been previously filed in this court? NO YES

If yes, list case number(s): _____

IX(b). RELATED CASES: Is this case related (as defined below) to any civil or criminal case(s) previously filed in this court? NO YES

If yes, list case number(s): _____

Civil cases are related when they (check all that apply):

- A. Arise from the same or a closely related transaction, happening, or event;
- B. Call for determination of the same or substantially related or similar questions of law and fact; or
- C. For other reasons would entail substantial duplication of labor if heard by different judges.

Note: That cases may involve the same patent, trademark, or copyright is not, in itself, sufficient to deem cases related.

A civil forfeiture case and a criminal case are related when they (check all that apply):

- A. Arise from the same or a closely related transaction, happening, or event;
- B. Call for determination of the same or substantially related or similar questions of law and fact; or
- C. Involve one or more defendants from the criminal case in common and would entail substantial duplication of labor if heard by different judges.

X. SIGNATURE OF ATTORNEY (OR SELF-REPRESENTED LITIGANT): /s/ Danielle L. Perry DATE: 07/26/2019

Notice to Counsel/Parties: The submission of this Civil Cover Sheet is required by Local Rule 3-1. This Form CV-71 and the information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. For more detailed instructions, see separate instruction sheet (CV-071A).

Key to Statistical codes relating to Social Security Cases:

Nature of Suit Code	Abbreviation	Substantive Statement of Cause of Action
861	HIA	All claims for health insurance benefits (Medicare) under Title 18, Part A, of the Social Security Act, as amended. Also, include claims by hospitals, skilled nursing facilities, etc., for certification as providers of services under the program. (42 U.S.C. 1935FF(b))
862	BL	All claims for "Black Lung" benefits under Title 4, Part B, of the Federal Coal Mine Health and Safety Act of 1969. (30 U.S.C. 923)
863	DIWC	All claims filed by insured workers for disability insurance benefits under Title 2 of the Social Security Act, as amended; plus all claims filed for child's insurance benefits based on disability. (42 U.S.C. 405 (g))
863	DIWW	All claims filed for widows or widowers insurance benefits based on disability under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405 (g))
864	SSID	All claims for supplemental security income payments based upon disability filed under Title 16 of the Social Security Act, as amended.
865	RSI	All claims for retirement (old age) and survivors benefits under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405 (g))

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Central District of California

JEANINE ST. HILL, individually and on behalf of others similarly situated

Plaintiff(s)

v.

Civil Action No.

CENTRELAKE MEDICAL GROUP, INC., a Professional Corporation, aka Centrelake Imaging & Oncology,

Defendant(s)

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address)

Centrelake Medical Group, Inc. 554 East San Bernardino Road, Suite 200 Covina, CA 91723

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Danielle L. Perry Gary E. Mason Whitfield Bryson & Mason LLP 5101 Wisconsin Avenue NW, Suite 305 Washington, D.C. 20016

Gary M. Klinger Kozonis & Klinger, LTD. 4849 N. Milwaukee Avenue, Suite 300 Chicago, Illinois 60630

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: 07/26/2019

Signature of Clerk or Deputy Clerk

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Centrelake Medical Group Hit with Class Action Over Data Breach](#)
