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15 Attorneys for Plaintiff SAVANNAH THOMPSON
16 for herself and persons similarly situated

17 SUPERIOR COURT OF CALIFORNIA
18 FOR THE COUNTY OF CONTRA COSTA
19 UNLIMITED JURISDICTION

20 SAVANNAH THOMPSON, individually, and)
21 on behalf of others similarly situated,)

22 Plaintiffs,)

23 v.)

24 JOHN MUIR HEALTH, a California)
25 corporation, and DOES 1-100, inclusive,)

26 Defendants.)

Case No. C22-02125

CLASS ACTION

AMENDED COMPLAINT FOR
INJUNCTIVE RELIEF, RESTITUTION,
AND DAMAGES FOR
(1) DECLARATORY RELIEF
(2) CONSUMER LEGAL REMEDIES ACT
(3) ROSENTHAL FAIR DEBT
COLLECTIONS PRACTICES ACT
(4) UNFAIR COMPETITION LAW

JURY TRIAL DEMANDED

1 **TABLE OF CONTENTS**

2 **Page**

3

4 INTRODUCTION 1

5 PARTIES 2

6 JURISDICTION AND VENUE 3

7 FACTUAL ALLEGATIONS 3

8 A. Hospital Billing Practices 3

9 B. Plaintiff’s Emergency Encounter 4

10 CLASS ALLEGATIONS 7

11 FIRST CAUSE OF ACTION DECLARATORY RELIEF (On Behalf of the

12 Class and Subclasses) 9

13 SECOND CAUSE OF ACTION CONSUMER LEGAL REMEDIES ACT Cal.

14 Civ. Code §§ 1750. *Et Seq.* (On Behalf of the Plaintiff and the Class) 9

15 THIRD CAUSE OF ACTION ROSENTHAL FAIR DEBT COLLECTIONS

16 PRACTICES ACT Cal. Civ. Code §§ 1788, *Et Seq.* (On Behalf of the Unfair Debt

17 Collection Subclass)..... 10

18 FOURTH CAUSE OF ACTION UNFAIR COMPETITION LAW Cal. Bus. &

19 Prof. Code §§ 17200, *Et Seq.* (On Behalf of the Class and Subclasses)..... 11

20 DEMAND FOR JURY TRIAL 13

21 PRAYER FOR RELIEF 13

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1 Plaintiff SAVANNAH THOMPSON, by and through her attorneys, bring this action on
2 behalf of herself and all others similarly situated against the above-named defendants, demands a
3 trial by jury on all claims so triable, and allege on information and belief as follows:

4 **INTRODUCTION**

5 1. Plaintiff Savannah Thompson, on behalf of herself and persons similarly situated,
6 seeks class-wide relief against Defendant John Muir Health, Inc. (“JMH”) for its practice of
7 charging—and balance billing¹—unconscionable amounts for routine urine drug screenings. The
8 drug screening at issue is identified as Current Procedural Technology (“CPT”) Code 80307,
9 “LAB DRUG SCREEN URINE” (JMH charge code 30100463) (hereafter, the “Service”). JM
10 routinely administers the Service to its Emergency Department (“Emergency”) patients.

11 2. Specifically, JM
12 H charged—and balance billed—Plaintiff \$6,095.70 for the
13 Service, which it undertook in connection with her visit to the JM
14 H Walnut Creek Emergency on
15 June 14, 2022.

16 3. The charge for the Service was *substantively* unconscionable because it grossly
17 exceeded the fair value of the service performed by any standard. By way of example, the
18 corresponding Medicare reimbursement amount for the service is \$62.14. As a rule of thumb, in
19 medical billing practice, 135%-140% of a Medicare reimbursement allowance is considered
20 reasonable. Here, JM
21 H is charging roughly 10,000% of the Medicare rate.

22 4. The charge for the Service was *procedurally* unconscionable because it was
23 imposed by JM
24 H—a party with immensely superior bargaining power in an emergency
25 situation—pursuant to a vague “take it or leave it” consumer adhesion contract which JM
26 H requires patients to sign in order to obtain Emergency services.

27 ¹ “Balance Billing” is the practice of billing a patient for the difference between the amount
28 billed by the medical provider for a service and the amount paid by the patient’s insurance for
the service. *See Prospect Med. Grp., Inc. v. Northridge Emergency Med. Grp.*, 45 Cal. 4th 497,
502 (2009).

1 employment, joint venture, concert of action, partnership, successorship, or conspiracy, and that
2 each defendant committed the acts, caused or directed others to commit the acts, or permitted
3 others to commit the acts alleged in this complaint.

4 **JURISDICTION AND VENUE**

5 11. The California Superior Court has jurisdiction over this action pursuant to
6 California Constitution Article VI section 10, which grants the Superior Court “original
7 jurisdiction in all causes except those given by statute to other trial courts.” No other basis of
8 jurisdiction exists or is implied in this case, which presents California state law claims regarding
9 California transactions conducted in California.

10 12. Venue is proper in this Court because defendant’s liability arose within the
11 jurisdictional region of this Court.

12 **FACTUAL ALLEGATIONS**

13 **A. Hospital Billing Practices**

14 13. CPT Codes “are published annually by the American Medical Association and
15 comprise a comprehensive list of medical, surgical, and diagnostic services that is widely used in
16 the healthcare industry. By using particular codes in bills to insurance companies or patients, a
17 medical services provider represents that he/she/it has rendered the type of services described by
18 the codes used.” *YDM Mgm’t Co., Inc. v. Sharp Cmty. Med. Grp. Inc.*, 16 Cal. App. 5th 613, 617
19 (2017).

20 14. The particular CPT Code 80307 is used to identify testing for the presence of
21 drugs by chemistry analyzers. As a practical matter, it involves asking the patient for a urine
22 sample and testing that sample in a medical laboratory with a medical device. It is not typically a
23 complex or expensive task, as indicated by the Medicare reimbursement rate of \$62.14.² In
24 contrast, by way of example, CPT Code 80305 is used to identify testing for the presence of
25 drugs by direct observation (e.g., dipsticks, drug test cups, etc.) (the Medicare reimbursement
26
27

28 _____
² See <https://www.cms.gov/Medicare/Medicare-Fee-for-Service-Payment/ClinicalLabFeeSched>.

1 rate is \$12.60) and CPT Code 80306 is used for testing for the presence of drugs by instrument
2 assisted observation (the Medicare reimbursement rate is \$17.14).

3 15. Each hospital maintains a “uniform schedule of the charges it bills for all
4 procedures, services, and goods provided to patients ... known as a charge master.” *Children's*
5 *Hosp. Cent. Cal. v. Blue Cross of Cal.*, 226 Cal. App. 4th 1260, 1268, (2014). The California
6 Department of Health Care Access and Information (“HCAI”) maintains a database of such
7 “Hospital Chargemasters,” including JMH’s chargemasters for its Walnut Creek and Concord
8 hospitals.³ Hospitals, including JMH, also typically publish their current chargemasters on their
9 websites.

10 16. The chargemaster data for JMH Walnut Creek and Concord shows the uniform
11 price for the Service for each year since June 1, 2018, as follows:

13 6/1/2018	LAB DRUG SCREEN-URINE	\$5,327.47
14 6/1/2019	LAB DRUG SCREEN-URINE	\$5,513.93
15 6/1/2020	LAB DRUG SCREEN-URINE	\$5,706.92
16 6/1/2021	LAB DRUG SCREEN-URINE	\$5,898.11
17 6/1/2022	LAB DRUG SCREEN-URINE	\$6,095.70

18 **B. Plaintiff’s Emergency Encounter**

19 17. On June 14, 2022, just after midnight, Plaintiff walked into to the JMH Walnut
20 Creek Emergency seeking emergency medical care because she suspected she might have
21 overdosed on an illicit drug. Specifically, she had been out drinking alcohol, voluntarily took a
22 “bump” of what someone told her was cocaine, had an adverse reaction, and feared that she had
23 inadvertently ingested fentanyl (an opioid). JMH Emergency staff evaluated her; gave her
24 intravenous fluids, naloxone (an opioid antagonist), and an electrocardiogram. They took blood
25 and urine samples and sent her home less than three hours after her arrival. On information and
26 belief, the urine sample was sent to a different JMH location to undergo the Service, which did
27 not occur until *after* Plaintiff had been discharged from the JMH Walnut Creek Emergency.

28 _____
³ See data.chhs.ca.gov/dataset/chargemasters.

1 18. Plaintiff had Kaiser Permanente (“Kaiser”) health insurance through her
2 employer. She went to the JMH Walnut Creek Emergency instead of Kaiser because it was
3 closer and she required immediate care. At the request of JMH Emergency staff, Plaintiff
4 provided them her Kaiser health insurance information. JMH billed Kaiser, which paid JMH
5 over \$6,000, for the less-than three hours of services rendered to Plaintiff that night.
6 Additionally, at least one other provider separately billed Kaiser, and was separately paid, for
7 services rendered to Plaintiff that night in the JMH Emergency.

8 19. At the request of JMH staff, Plaintiff also executed a standardized one-page form
9 contract, which is attached and incorporated as **Exhibit 1**.

10 20. JMH staff presented the contract to Plaintiff as something she was required to
11 sign in connection with receiving Emergency services that night. The contract includes, *inter*
12 *alia*, a “Financial Agreement,” which provides in relevant part that “in consideration of the
13 services to be rendered to the patient, he/she hereby individually obligates himself/herself to pay
14 the account of the Facility in accordance with the regular rates and terms of the Facility.” *Id.*
15 The contract provides no other information about rates or costs. *See id.* Plaintiff was not
16 informed of any other document that contained rates or costs, and she was not given any method
17 of obtaining such rates and costs, from any other source.

18 21. On or about June 30, 2022, JMH sent Plaintiff an initial bill for the subject
19 Emergency services, which is attached and incorporated as **Exhibit 2**.

20 22. As indicated, the bill sought to collect a net total of \$7,084.57, *in addition to the*
21 amounts paid by Kaiser, for the Emergency services that JMH rendered that night. *See id.* The
22 bill categorized the services and prices as follows: Ekg/Ecg (\$467), Emergency Room
23 (\$5,882.25), Laboratory (\$9,757.77), and Pharmacy (\$160.70). It reduced the gross total based
24 on payments made to JMH by Kaiser (\$6,092.30) and adjustments made to the bill pursuant to
25 JMH’s agreement with Kaiser (\$3,090.85) to reach the net total. *See id.* In other words, in
26 addition to the \$6,092.30 that Kaiser paid to JMH and the \$3,090.85 that JMH was required by
27 contract with Kaiser to waive, JMH sought \$7,084.57 from Plaintiff.
28

1 23. Surprised by the amount of the bill, Plaintiff sought and received an itemization,
2 which is attached and incorporated as **Exhibit 3**.

3 24. As indicated on the itemization, the bill included \$6,095.70 for the Service,
4 identified as CPT Code “80307 ... LAB DRUG SCREEN-URINE.” *Id.*

5 25. About July 28, 2022, JMH sent Plaintiff a second bill for the subject Emergency
6 services, which is attached and incorporated as **Exhibit 4**.

7 26. About August 25, 2022, JMH sent Plaintiff a third bill for the subject Emergency
8 services, which is attached and incorporated as **Exhibit 5**.

9 27. All the JMH bills provided on the back side that “[b]alances not paid by your
10 insurance are due within 21 days of the statement date ... If your account remains unpaid, it will
11 be placed with a collection agency for the collection of your debt and reported to a credit
12 reporting agency.” **Exhibits 2, 4-5**, p. 2.

13 28. The third JMH bill stated that the balance of the account was Plaintiff’s
14 responsibility and “Past Due.” **Exhibit 5**.

15 29. Plaintiff is currently unable to pay the full JMH bill but has made partial payment.

16 30. Plaintiff alleges that the JMH charges for the Service are unconscionable relative
17 to the services rendered and its actual value. As noted above, the Medicare reimbursement
18 amount for the Service is \$62.14, and common rule of thumb is that 135%-140% of a Medicare
19 reimbursement allowance is reasonable. On information and belief, in this geographical area a
20 typical wholesale laboratory charge for the Service to a provider is in the range of \$30 (or less), a
21 typical retail price to a patient for the Service is in the range of \$100 (or less), and a typical
22 emergency department gross charge for the Service is in the range of \$600-\$700 (or less).
23

24 31. On September 29, 2022, pursuant to subsection 1782(a) of the CLRA, Plaintiff,
25 individually and on behalf of the Class, notified JMH in writing by certified mail of its CLRA
26 violations and demanded that JMH rectify the violations. A copy of the letter is attached and
27 incorporated as **Exhibit 6**.
28

- b. whether the JMH contract is an open price term contract under California law;
- c. whether JMH balanced billed insured Class members in violation of California law;
- d. what is the actual reasonable value of the Service;
- e. whether JMH's billing practices with respect to amounts billed for the Service violated the CLRA;
- f. whether JMH's debt collection practices with respect to amounts billed for the Service violated the Rosenthal Act;
- g. whether JMH's subject billing and debt collections practices constituted unlawful, unfair, or fraudulent billing practices under the UCL; and
- h. whether JMH's subject business practices can and should be enjoined.

37. The claims of the individual named Plaintiff are typical of the claims of the Class and do not conflict with the interests of any other members of the Class. Plaintiff and the other members of the Class all executed substantively identical contracts and were subjected to the same billing practices by JMH.

38. The individual named Plaintiff will fairly and adequately represent the interests of the Class. She is committed to the vigorous prosecution of the Class claims and has retained attorneys who are qualified to pursue this litigation and have substantial experience in class actions and the resources and expertise necessary to pursue this case on behalf of the Class.

39. A class action is superior to other methods for the fast and efficient adjudication of this controversy. A class action regarding the issues in this case does not create any problems of manageability.

40. In the alternative, the defendants acted or refused to act on grounds generally applicable to the Class and Subclasses, thereby making appropriate final injunctive relief or corresponding declaratory relief with respect to the Class and Subclasses as a whole.

1 consumers. *See id.*; also **Exhibit 1**, ¶¶ 19-20 above. JMH also violates the CLRA, affirmatively,
2 and by omission, by stating in its contract that it charges “regular rates” for the Service because
3 the statement is misleading in the absence of a communication explaining that its so-called
4 regular rate for the Service would so far exceed its value. *See* Cal. Civ. Code § 1770(5)&(7); also
5 Cal. Civ. Code § 1710(3).

6 48. JMH’s violations of the CLRA proximately caused injury in fact to Plaintiff and
7 the Class.

8 49. Pursuant to subsection 1782(d) of the CLRA, Plaintiff, individually and on behalf
9 of the Class, seeks a Court order enjoining the above-described CLRA violations and providing
10 for restitution and disgorgement.

11 50. On September 29, 2022, pursuant to subsection 1782(a) of the CLRA, Plaintiff,
12 individually and on behalf of the Class, notified JMH in writing by certified mail of the CLRA
13 violations and demanded that JMH rectify the violations. A copy of the letter is attached and
14 incorporated as **Exhibit 6**.

15 51. As of the date of the filing of this Amended Complaint, JMH has failed and
16 refuses to rectify, or agree to rectify, the violations pursuant to subsections 1782(b)-(c) of the
17 CLRA. Accordingly, Plaintiff amended the Complaint to add claims for actual, punitive, and
18 statutory damages.

19 52. Pursuant to subsection 1780(d) of the CLRA an affidavit showing that this action
20 has been commenced in the proper forum is attached as **Exhibit 7**.

21 WHEREFORE, Plaintiff prays for judgment and relief as set forth below.

22
23 **THIRD CAUSE OF ACTION**

24 **ROSENTHAL FAIR DEBT COLLECTIONS PRACTICES ACT**
25 **Cal. Civ. Code §§ 1788, *Et Seq.***
26 **(On Behalf of the Unfair Debt Collection Subclass)**

27 53. The preceding paragraphs are incorporated by reference.

1 restore to any person in interest any money which may have been acquired by such practices.
2 *See* Cal. Bus. & Prof. Code §§ 17200, 17203.

3 60. JMH engaged in “unlawful” business practices within the meaning of the UCL:
4 Charging unconscionable amounts violates California law. *See* Cal. Civ. Code § 1670.5.
5 Inserting unconscionable provisions in contracts violates California law. *See id.*; Cal. Civ. Code
6 § 1770(a)(19). Balance billing Emergency patients for amounts that their insurers refuse to pay
7 violates California law. *See Prospect Med. Grp.*, 45 Cal. 4th at 502. Violating the CLRA and
8 Rosenthal Act violates California law. Each of these unlawful practices is an independent
9 predicate supporting a UCL unlawful business practices violation.

10 61. JMH engaged in “unfair” business practices within the meaning of the UCL,
11 because the subject business practices, whether technically unlawful or not, offend the
12 aforementioned public policies and are immoral, unethical, oppressive, unscrupulous, and
13 substantially injurious to consumers. Having no prices on the menu, then presenting an
14 astronomical bill, is a classic tourist scam. Further, under California law, an open price term in a
15 contract must be filled in by the party having discretion within the standard of good faith and fair
16 dealing. *See Cal. Lettuce Growers v. Union Sugar Co.*, 45 Cal.2d 474, 484 (1955); *Lazar v.*
17 *Hertz Corp.*, 143 Cal. App. 3d 128, 141 (1983). JMH’s insertion of an unconscionable price in an
18 open price term contract is an unfair business practice.

19 62. JMH engaged in “fraudulent” business practices within the meaning of the UCL,
20 because the practice of billing an astronomical price for the Service is likely to deceive any
21 reasonable consumer. Specifically, the concept of deceit includes the failure to affirmatively
22 disclose a fact “by one who is bound to disclose it, *or who gives information of other facts which*
23 *are likely to mislead for want of communication of that fact.*” Cal. Civ. Code § 1710(3)
24 (emphasis added). A routine request to a patient for a urine sample implies the absence of such a
25 shocking charge unless the requestor advises otherwise. The statement in the contract that JMH
26 would charge “regular rates” is misleading in the absence of a communication explaining that the
27 regular rate for the Service would so far exceed its value.
28

1 DATE: November 7, 2022

Respectfully submitted,

2 **HAGENS BERMAN SOBOL SHAPIRO LLP**

3 By /s/ Thomas E. Loeser

4 Thomas E. Loeser (SBN 202724)

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17 *Attorneys for Plaintiff* SAVANNAH THOMPSON
18 for herself and persons similarly situated

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PROOF OF SERVICE

Savannah Thompson, et al. v. John Muir Health
Contra Costa Superior Court Case No. C22-02125

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

At the time of service, I was over 18 years of age and not a party to this action. I am employed in the County of King, State of Washington. My business address is 1301 Second Avenue, Suite 2000, Seattle, WA 98101.

On November 7, 2022, I served true copies of the following document(s) described as AMENDED COMPLAINT FOR INJUNCTIVE RELIEF, RESTITUTION, AND DAMAGES FOR(1) DECLARATORY RELIEF (2) CONSUMER LEGAL REMEDIES ACT (3) ROSENTHAL FAIR DEBT COLLECTIONS PRACTICES ACT(4) UNFAIR COMPETITION LAW on the interested parties in this action as follows:

SERVICE LIST

Fred R. Puglisi	Andrea Feathers
Jay T. Ramsey	SHEPPARD, MULLIN, RICHTER &
SHEPPARD, MULLIN, RICHTER &	HAMPTON LLP
HAMPTON LLP	333 South Hope Street, 43rd Floor
1901 Avenue of the Stars, Suite 1600	Los Angeles, CA 90071-1422
Los Angeles, CA 90067-6055	afeathers@sheppardmullin.com
fpuglisi@sheppardmullin.com	
jramsey@sheppardmullin.com	

BY MAIL: I enclosed the document(s) in a sealed envelope or package addressed to the persons at the addresses listed in the Service List and placed the envelope for collection and mailing, following our ordinary business practices. I am readily familiar with the firm's practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope with postage fully prepaid. I am a resident or employed in the county where the mailing occurred.

BY E-MAIL OR ELECTRONIC TRANSMISSION: I caused a copy of the document(s) to be sent from e-mail address carrie@hbsslaw.com to the persons at the e-mail addresses listed in the Service List. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

1 I declare under penalty of perjury under the laws of the State of California that the
2 foregoing is true and correct.

3 Executed on November 7, 2022, at Seattle, Washington.

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Carrie L. Flexer

EXHIBIT 1



1. Legal Relationship Between Facility and Physician: The undersigned recognizes that any and all physicians and/or surgeons, including but not limited to radiologists, pathologists, anesthesiologists and emergency room physicians furnishing services to the patient at the Facility are independent contractors, and are not, in any way, employees of the Facility. *Their fees are not included as a part of the Facility bill.*

2. Release of Information for Reimbursement: To the extent necessary to obtain reimbursement, the Facility may disclose any portion of the patient's record, including his/her medical records, to any party the patient has identified as liable for any portion of the Facility's charges, including but not limited to, insurance companies, healthcare service plans, workers' compensation carriers, social security administration and peer review organizations. You agree, in order for us to service our account or to collect any amounts you may owe, we may contact you by telephone at any telephone number associated with your account, including wireless telephone numbers, which could result in charges to you. We may also contact you by sending text messages or e-mails, using any e-mail address you provide to us. Methods of contact may include using pre-recorded/artificial voice messages and/or use of an automatic dialing device, as applicable.

The undersigned have read this disclosure and agree that the Lender/Creditor and its agents may contact me/us as described above.

3. Financial Agreement: The undersigned agrees, whether he/she signs as agent or as patient, that in consideration of the services to be rendered to the patient, he/she hereby individually obligates himself/herself to pay the account of the Facility in accordance with the regular rates and terms of the Facility. Should the account be referred to an attorney or collection agency for collection, the undersigned shall pay actual attorneys' fees and collection expenses. All delinquent accounts shall bear interest at the legal rate.

4. Assignment of Insurance Benefits: The undersigned authorizes, whether he/she signs as agent or as patient, direct payment to the Facility of any insurance benefits otherwise payable to the undersigned for services rendered at a rate not to exceed the Facility's usual and customary charges. It is agreed that payment to the Facility, pursuant to this authorization, by an insurance company/Health Care Service Plan shall discharge said insurance company/Health Care Service Plan of any and all obligations under a policy to the extent of such payment. It is understood by the undersigned that he/she is financially responsible for charges not covered by this assignment, or for not cooperating with requests for information by the insurance company/Health Care Service Plan.

5. Health Care Service Plans: The Facility has contracted with multiple Health Care Service Plans. It is the undersigned's responsibility to know and verify if the benefits contained in the insurance plan agreed to between the undersigned and his/her Health Care Service Plan limit, reduce or deny coverage of medical services at the Facility. It is also the responsibility of the undersigned to verify if the Facility is within their covered Network

[Handwritten Signature]
Initials

The undersigned agrees that he/she is obligated to reimburse the Facility for any deductible, co-payments, coverage penalties, or for any service rendered which is not a covered benefit of his/her Health Care Service Plan at the Facility. For non-emergency services, it is the patient's responsibility to ensure his/her Plan has authorized the requested services at the Facility. The undersigned agrees that denial of payment for lack of an authorization for non-emergent services will be considered a denial for a non-covered benefit, and payable by the undersigned.

Unable to sign

The undersigned acknowledges he/she has read and understands the Financial Agreement, Assignment of Insurance Benefits, Health Care Service Plan obligation and all other applicable provisions above and received a copy thereof, and is the patient, the patient's legal representative or is duly authorized as the patient's general agent to execute the above and accept its terms.

[Handwritten Signature]
SIGNATURE: PATIENT, LEGAL REPRESENTATIVE, AGENT DATE/TIME RELATIONSHIP IF NOT PATIENT WITNESS

Unable to sign

Financial Responsibility Agreement by Person Other than the Patient or the Patient's Legal Representative: I agree to accept financial responsibility for services rendered to the patient and to accept the terms of the Financial Agreement, Assignment of Insurance Benefits, Health Care Service Plan obligation, and all other applicable provisions above.

Unable to sign

FINANCIALLY RESPONSIBLE PARTY DATE/TIME WITNESS

ADMIT-11 (1/17/19)



FINANCIAL AGREEMENT

Thompson, Savannah Sex: female
MRN: 21576471 DOB: 5/6/1996 (26 yrs)
Admit Time: 6/14/2022 0015
Attending Prov: No att. providers found
CSN:2097725840



EXHIBIT 2


PATIENT STATEMENT

- i** Billing questions or changes of insurance?
Call 888.751.2459
Office Hours: Monday-Friday 8:00 am - 5:00 pm
- Check if address/insurance changes on back

Addressee



 Savannah June Thompson
 235 CAMELBACK RD APT 234
 PLEASANT HILL CA 94523-1445

Page 1 of 1

 Make a One-Time Online Payment at:
www.johnmuirhealth.com/mychart

Guarantor Number	Due Date	Amount Due	Amount Paid
1928550	07/20/2022	\$7,084.57	\$

Please make checks payable and remit to:


JOHN MUIR HEALTH
 DEPT 38005
 PO BOX 39000
 SAN FRANCISCO CA 94139-0001

webinquiries@Johnmuirhealth.com

063022 00001928550 5 0000708457 9

Please detach and return top portion with payment.

Guarantor Number	Guarantor Name	Statement Date	Due Date
1928550	SAVANNAH JUNE THOMPSON	06/30/2022	07/20/2022

Date	Service Description	Status	Charges	Payments/ Adjustments	Patient Balance
Hospital Services					
	Savannah June Thompson <i>Loc: John Muir Medical Center, Walnut Creek</i> Account #: 12944613 6/14/2022-6/14/2022 Ekg/Ecg \$467.00 Emergency Room \$5,882.25 Laboratory \$9,757.77 Pharmacy \$160.70				
06/30/2022	Kaiser Adjustment			-\$3,090.85	
06/30/2022	Kaiser Payment			-\$6,092.30	
	Account Balance	Current			\$7,084.57

Manage your healthcare on the go


MyChart makes it easy to message your care team, get an appointment, and share your medical records with different doctors. Find out how to get started at johnmuirhealth.com/savetime.

MyChart Access Code

Go to <https://www.johnmuirhealth.com/mychart/> to register now with the Access Code:
XR2MP-5BS3F-F8VMJ

AMOUNT DUE: \$7,084.57

Primary Insurance Updates

Primary Insured Name

Primary Insurance Name Effective Date

Primary Insurance Street Address

City State ZIP Telephone

Employer Name Group Number

Subscriber ID # Policyholder's Date of Birth

Secondary Insurance Updates

Secondary Insured Name

Secondary Insurance Name Effective Date

Secondary Insurance Street Address

City State ZIP Telephone

Employer Name Group Number

Subscriber ID # Policyholder's Date of Birth

Change of Address

Name (Last, First, Middle Initial)

Address

City

State

ZIP

Telephone

If you have a change of address please check the box on the front of the statement.

General Information

This statement is for John Muir Health Medical Centers and professional services offered by John Muir Health Physician Network providers. You may also receive statements from a surgical center or hospital, pathology laboratory, anesthesia and other providers, imaging, or Durable Medical Equipment provider. If you have questions regarding charges from other providers please contact them at the number that appears on their statements.

Financial Policy

Balances not paid by your insurance are due within 21 days of the statement date. If you are unable to make payment in full, please contact us via our MyChart portal, or call Customer Service at 866.751.2459 to make a payment plan. We offer no-interest payment plans up to 18 months.

If your account remains unpaid, it will be placed with a collection agency for the collection of your debt and reported to a credit reporting agency.

Patient Financial Assistance

This program pays all or part of your hospital bills. Qualification for the program, as well as the amount covered, is based on your household income and other factors. Our program is designed to aid uninsured patients who need assistance in meeting the cost of their medical care incurred at one of our hospitals. To obtain an application, please call (925) 947-3336 or visit johnmuirhealth.com/patienthelp.

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Insurance Claims

As a courtesy, John Muir Health files claims directly to your insurance company. Please be sure to present your current insurance card(s) at each appointment to ensure we have accurate information on your account. It is your responsibility to verify your benefits and provider and facility network coverage. If you have questions about how your insurance benefits were determined please contact your insurance company directly at the number on the back of your card(s).

Eligibility Services

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Bill Payment

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Thank you for choosing John Muir Health for your health care needs.

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EXHIBIT 3

John Muir Health
Department 36005
P.O. Box 39000
San Francisco, CA 94139



0121210 09:20 3 888210 20220611 2406101 2817,JA 1 14 001 240610101 15888 JA



8/1/2022
SAVANNAH JUNE THOMPSON
235 CAMELBACK RD APT 234
PLEASANT HILL CA 94523-1445



Guarantor ID: 1928550

Visit Coverages:

Kaiser - Kaiser

This is an itemization of your services for:

Patient: Thompson, Savannah June
Account: 12944613

Admission Date: 06/14/22
Discharge Date: 06/14/22

Current Account Balance: \$7,084.57

Discharge Location: JMH WALNUT CREEK HOSPITAL
Discharge Department: WC EMERGENCY

Hospital Charges

Svc Dt	Rev Code	CPT/HCP CS/Proc Code	Description	Qty	Amount
06/14/22	0301	80053	LAB COMP. METABOLIC PANEL	1	\$1,691.71
06/14/22	0301	80307	LAB DRUG SCREEN-URINE	1	\$6,095.70
06/14/22	0301	80320	LAB ALCOHOL (ETHYL) LEVEL	1	\$503.03
06/14/22	0305	85025	LAB CBC W/AUTO DIFF	1	\$358.55
06/14/22	0306	87086	LAB CULTURE, URINE	1	\$749.64
06/14/22	0307	81001	LAB UA W MICROSCOPIC(C&S IF INDICATD)	1	\$359.14

Please call the following number if you have questions regarding this document.
Phone: (866) 751-2459

Concord
Walnut Creek
Physician Network
1928550 Savannah
June Thompson
1 of 2

Tax ID #: 68-0396600
Tax ID #: 94-1461843
Tax ID #: 68-0360801

Home Health
Behavioral Health

Tax ID #: 94-1461843
Tax ID #: 68-0249685



Svc Dt	Rev Code	CPT/HCP CS/Proc Code	Description	Qty	Amount
06/14/22	0450	96361	HC INFUSION HYDRATION EA ADD HR	2	\$1,904.50
06/14/22	0450	96374	HC INJECTION IV PUSH INITIAL	1	\$944.75
06/14/22	0450	99283	HC ER-LEVEL 003 W/PROCEDURE	1	\$3,033.00
06/14/22	0636	J2310	NALOXONE PER 1 MG	1	\$145.00
06/14/22	0636	J7030	SODIUM CHLORIDE 0.9% 0.9 % SOLN	1	\$15.70
06/14/22	0730	93005	HC EKG COMPLETE	1	\$467.00
			Total Charges		\$16,267.72

Hospital Payments and Adjustments

Date	Description	Amount
06/30/22	Kaiser Payments	(\$6,092.30)
	Deductible: \$2,100.00)
	Coinsurance: \$4,984.57)
06/30/22	Kaiser Adjustments	(\$3,090.85)
	Total Insurance Payments and Adjustments	(\$9,183.15)

EXHIBIT 4

Primary Insurance Updates

Primary Insured Name			
Primary Insurance Name		Effective Date	
Primary Insurance Street Address			
City	State	ZIP	Telephone
Employer Name		Group Number	
Subscriber ID #		Policyholder's Date of Birth	

Secondary Insurance Updates

Secondary Insured Name			
Secondary Insurance Name		Effective Date	
Secondary Insurance Street Address			
City	State	ZIP	Telephone
Employer Name		Group Number	
Subscriber ID #		Policyholder's Date of Birth	

Change of Address

Name (Last, First, Middle Initial)			Address	
City	State	ZIP	Telephone	

If you have a change of address please check the box on the front of the statement.

General Information

This statement is for John Muir Health Medical Centers and professional services offered by John Muir Health Physician Network providers. You may also receive statements from a surgical center or hospital, pathology laboratory, anesthesia and other providers, imaging, or Durable Medical Equipment provider. If you have questions regarding charges from other providers please contact them at the number that appears on their statements.

Financial Policy

Balances not paid by your insurance are due within 21 days of the statement date. If you are unable to make payment in full, please contact us via our MyChart portal, or call Customer Service at 866.751.2459 to make a payment plan. We offer no-interest payment plans up to 18 months.

If your account remains unpaid, it will be placed with a collection agency for the collection of your debt and reported to a credit reporting agency.

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EXHIBIT 5

Primary Insurance Updates

Primary Insured Name			
Primary Insurance Name		Effective Date	
Primary Insurance Street Address			
City	State	ZIP	Telephone
Employer Name		Group Number	
Subscriber ID #		Policyholder's Date of Birth	

Secondary Insurance Updates

Secondary Insured Name			
Secondary Insurance Name		Effective Date	
Secondary Insurance Street Address			
City	State	ZIP	Telephone
Employer Name		Group Number	
Subscriber ID #		Policyholder's Date of Birth	

Change of Address

Name (Last, First, Middle Initial)			Address	
City	State	ZIP	Telephone	

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EXHIBIT 6



HAGENS BERMAN

Thomas E. Loeser
HAGENS BERMAN SOBOL SHAPIRO LLP
1301 SECOND AVENUE, SUITE 2000
SEATTLE, WA 98101
www.hbsslaw.com
Direct (206) 268-9337
toml@hbsslaw.com

September 29, 2022

**VIA CERTIFIED MAIL,
RETURN RECEIPT REQUESTED**

Att: Calvin Knight (CEO)
JOHN MUIR HEALTH
1400 Treat Boulevard
Walnut Creek, CA 94597

Re: *Savannah Thompson v. John Muir Health*
CONSUMER LEGAL REMEDIES ACT
NOTICE OF VIOLATION AND DEMAND FOR CURE

Dear John Muir Health:

This law firm and the Law Office of Peter Fredman PC represent Savannah Thompson and a putative class of similarly situated California residents challenging the John Muir Health (“JMH”) practice of charging unconscionable amounts for routine urine drug screenings. A copy of the complaint that we intend to file on behalf of Ms. Thompson and the putative class is enclosed herewith.

As indicated, the specific drug screening at issue is identified as Current Procedural Technology (“CPT”) Code 80307, “LAB DRUG SCREEN URINE” (JMH charge code 30100463) (hereafter, the “Service”). You charged Ms. Thompson \$6,095.70 for the Service, which you undertook in connection with her visit to the JHM Walnut Creek Emergency Department (“Emergency”) on June 14, 2022. You have been trying to collect the charge since then, and recently notified her that her account was past due. This notifies you that Ms. Thompson objects that your charges and billing practices related to the Service are unconscionable and unlawful as set forth in the complaint. Among other things, your practices violate California’s Consumer Legal Remedies Act, Cal. Civ. Code §§ 1750, *et seq.* (“CLRA”).

This letter is Ms. Thompson’s notice of the CLRA violation(s) and demand for cure pursuant to subsection 1782(a) of the CLRA. *See* Cal. Civ. Code § 1782(a).

Specifically, under section 1770, the following are unlawful acts and practices under the CLRA:

(5) Representing that ... services have ... characteristics ... that they do not have or that a person has a sponsorship, approval, status, affiliation, or connection that the person does not have.

(7) Representing that ... services are of a particular standard, quality, or grade ... if they are of another.

(19) Inserting an unconscionable provision in the contract.

Cal. Civ. Code § 1770.

As further detailed in the enclosed complaint, JMH violates subsection 1770(a)(19) of the CLRA by inserting, or claiming to have inserted, into its contracts with consumers an unconscionable provision purportedly authorizing its unconscionable charge for the Service. We contend that JMH further violates subsections 1770(a)(5) and 1770(a)(7) of the CLRA, affirmatively, and by omission, by representing in the contract that it charges “regular rates” for the Service. The representation is misleading in the absence of a communication explaining that JHM’s so-called regular rate for the Service so far exceed its value, and thus violates. *See, e.g.*, Cal. Civ. Code § 1710(3).

Pursuant to subsection 1782(a) of the CLRA, we hereby demand on behalf of our client and the putative Class that, within 30 days of this notice, JMH cease and remedy the CLRA violations, or expressly agree to do so within a reasonable amount of time. The appropriate remedy would include ceasing the practice of billing the unconscionable amount for the Service, retrospectively and prospectively reducing your charge for the Service to a reasonable amount, refunding any amounts paid to you for the Service above that reasonable amount in the prior four years, and revising any ongoing billings and collections efforts for the Service to include only that reasonable amount. *See* Cal. Civ. Code § 1782(a) & (c).

If an adequate response is not received within 30 days from the date of this notice, pursuant to subsection 1782(d) of the CLRA, we will amend the complaint to include a request for damages, including actual and punitive damages pursuant to subsection 1780(a) of the CLRA as may be appropriate.

John Muir Health
Consumer Legal Remedies Act
Notice and Demand for Cure
Page 3

Thank you for your prompt attention to this matter. Do not hesitate to contact me if you have any questions or seek our assistance in fashioning a cure.

Sincerely,

HAGENS BERMAN SOBOL SHAPIRO LLP

A handwritten signature in black ink, appearing to read "Thomas E. Loeser", with a long horizontal flourish extending to the right.

Thomas E. Loeser

TEL:cf

cc: Peter Fredman

EXHIBIT 7

1 Thomas E. Loeser (SBN 202724)
2 **HAGENS BERMAN SOBOL SHAPIRO LLP**
3 1301 Second Avenue, Suite 2000
4 Seattle, WA9810
5 Tel: (206) 623-7292
6 Fax: (206) 623-0594
7 toml@hbsslaw.com

8 Peter B. Fredman (SBN 189097)
9 **LAW OFFICE OF PETER FREDMAN PC**
10 2930 Domingo Ave, #227
11 Berkeley, CA 94705
12 Tel: (510) 868-2626
13 Fax: (510) 868-2627
14 peter@peterfredmanlaw.com

15 Attorneys for Plaintiff SAVANNAH THOMPSON
16 for herself and persons similarly situated

17 SUPERIOR COURT OF CALIFORNIA
18 FOR THE COUNTY OF CONTRA COSTA
19 UNLIMITED JURISDICTION

20 SAVANNAH THOMPSON, individually, and)
21 on behalf of others similarly situated,)

22 Plaintiffs,)

23 v.)

24 JOHN MUIR HEALTH, a California)
25 corporation, and DOES 1-100, inclusive,)

26 Defendants.)

Case No.

CLASS ACTION

DECLARATION OF SAVANNAH
THOMPSON RE: CLRA VENUE

27 I, Savannah Thompson, hereby declare and state as follows:

28 1. I am a Plaintiff in the above-captioned action. Pursuant to Cal. Civ. Code §
1780(d), I make this declaration in support of the Class Action Complaint and the claim

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2. This action for relief under Cal. Civ. Code § 1780(a) has been commenced in a county that is a proper place for trial of this action because Defendant John Muir Health has its principal place of business in Walnut Creek, which falls within the jurisdiction of the Superior Court of California for the County of Contra Costa; the case arises out of a visit by Plaintiff to John Muir Walnut Creek Emergency Department; and the Plaintiff resides and receives bills in Pleasant Hill.

This declaration is signed under penalty of perjury under the laws of the State of California this 29th day of September, 2022.


Savannah Thompson