

1 DIMITRI D. PORTNOI (S.B. # 282871)
dportnoi@omm.com
2 KYLE M. GROSSMAN (S.B. # 313952)
kgrossman@omm.com
3 O'MELVENY & MYERS LLP
400 S. Hope Street, 18th Floor
4 Los Angeles, CA 90071
Telephone: (213) 430-6000
5 Facsimile: (213) 430-6407

6 *Attorneys for Defendants Kaiser Foundation*
Health Plan, Inc.; Kaiser Foundation Hospitals;
7 *The Permanente Medical Group, Inc.; Southern*
California Permanente Medical Group; and
8 *Colorado Permanente Medical Group, P.C.*

9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA**

UNITED STATES OF AMERICA et al.
ex rel. JEFFREY MAZIK,

Plaintiffs,

v.

KAISER FOUNDATION HEALTH PLAN
INC., et al.,

Defendants.

Case No. 2:19-cv-0559-DAD-JDP

**DEFENDANTS' REPLY IN SUPPORT OF
MOTION TO TRANSFER UNDER 28 U.S.C.
§ 1404**

Hearing Date: June 18, 2024
Time: 1:30 p.m.
Judge: Hon. Dale A. Drozd
Courtroom: 4, 15th Floor

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

TABLE OF CONTENTS

	Page
I. INTRODUCTION	1
II. ARGUMENT	2
A. The Convenience of the Witnesses and Parties Favors Transfer to the Northern District of California.....	2
B. The Motion Is Timely	4
C. Potential Consolidation or Coordination with the <i>Osinek</i> Matters Favors Transfer to the Northern District of California	5
D. Transfer Would Not Disrupt the Schedule in this Case or the <i>Osinek</i> Matters.....	9
III. CONCLUSION	10

TABLE OF AUTHORITIES

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Page

CASES

A.F.P. v. United States,
2022 WL 2704570 (E.D. Cal. July 12, 2022) 2, 3, 4

A.J. Indus., Inc. v. U.S. Dist. Ct. for Cent. Dist. of Cal.,
503 F.2d 384 (9th Cir. 1974)..... 5, 8

Bratton v. Schering-Plough Corp.,
2007 WL 2023482 (D. Ariz. July 12, 2007) 5

Cadenasso v. Metro. Life Ins. Co.,
2014 WL 1510853 (N.D. Cal. Apr. 15, 2014) 9

Cluck v. IKON Office Sols., Inc.,
2012 WL 1610789 (N.D. Cal. May 8, 2012) 3

In re Apple, Inc.,
602 F.3d 909 (8th Cir. 2010)..... 3

Italian Colors Restaurant v. Am. Express Co.,
2003 WL 22682482 (N.D. Cal. Nov. 10, 2003)..... 6

Right to Life of Cent. Cal. v. Bonta,
614 F. Supp. 3d 729 (E.D. Cal. 2022)..... 2

Saleh v. Titan Corp.,
361 F. Supp. 2d 1152 (S.D. Cal. 2005) 5

Sam Kohli Enters., Inc. v. Comsys Servs. LLC,
2011 WL 13257533 (S.D. Cal. Oct. 3, 2011) 5

United States ex rel. Osinek v. Kaiser Permanente,
No. 3:13-cv-3891 (N.D. Cal.) 6

STATUTES

28 U.S.C. § 1404(a) 2, 10

31 U.S.C. § 3729(b)(2)..... 8

1 **I. INTRODUCTION**

2 Transferring this case to the Northern District of California—where it can be heard by a
3 court that is already deeply familiar with the types of issues presented here—is in the interest of
4 justice, the parties, and witnesses. The Northern District is not only where Relator himself lives,
5 but where he was employed by Oakland-based Defendant Kaiser Foundation Health Plan
6 (“KFHP”) and where most witnesses and evidence are certain to be located. In addition, three
7 cases (the “*Osinek* matters”) are pending in the Northern District before Judge Edward Chen that,
8 like *Mazik*, allege that various entities associated with the Kaiser Permanente brand violated the
9 False Claims Act (“FCA”) when delivering or administering health care to beneficiaries of
10 various government sponsored health benefit programs. Critically, each of those actions alleges
11 that entities associated with the Kaiser Permanente brand defrauded the United States by
12 submitting false claims for *risk-adjusted payments* from those government benefit programs.
13 The *Osinek* matters and *Mazik* put at issue overlapping sets of defendants, overlapping time
14 periods, overlapping geographic regions, and overlapping issues, including Defendants’ risk-
15 adjustment practices and compliance programs and government requirements pertaining to risk-
16 adjustment data submission and payment.

17 In opposing transfer, Relator and the United States do not contest any of these facts, all of
18 which favor transfer to the Northern District. Nor do they point to any particular benefit to
19 litigating this action in the Eastern District. Instead, they focus narrowly on factual differences
20 between *Mazik* and the *Osinek* matters that they contend would defeat any effort to consolidate
21 the cases after transfer. But these arguments miss the point. Whether these cases should be
22 consolidated, coordinated, or just heard by the same district and magistrate judges is for Judge
23 Chen to consider and decide. The Motion, if granted, merely delivers to Judge Chen the
24 *opportunity* to consider and decide those questions. And simply because *Mazik* may differ in
25 some ways from the *Osinek* matters does not mean transfer—and consolidation or coordination—
26 is unwarranted. Indeed, the *Osinek* matters themselves involve widely varying fact patterns; yet
27 *at the request of the United States*, Judge Chen still consolidated those cases for all purposes.
28

1 Relator and the United States also make unsupported arguments about the potential
2 “disruption” that transfer could have on the case schedules in *Mazik* and the *Osinek* matters.
3 These arguments presuppose that Judge Chen will not pay careful attention to the risks of any
4 disruption, and address those risks through case-management orders. These arguments also
5 ignore that the parties here have already proposed case schedules that largely mirror the *Osinek*
6 schedule: Relator has proposed a schedule only three months different from the schedule
7 proposed by Defendants, which generally aligns with the *Osinek* schedule.

8 The Court should exercise its discretion under 28 U.S.C. § 1404(a) and transfer this case
9 to the Northern District where it can be consolidated or coordinated with the *Osinek* matters
10 pending before Judge Chen.

11 **II. ARGUMENT**

12 **A. The Convenience of the Witnesses and Parties Favors Transfer to the** 13 **Northern District of California**

14 The convenience of the witnesses and parties is one of the “primary factors” to consider in
15 a § 1404(a) transfer analysis, and weighs in favor of transfer here. *Right to Life of Cent. Cal. v.*
16 *Bonta*, 614 F. Supp. 3d 729, 733 (E.D. Cal. 2022) (Drozd, J.). As Defendants’ Motion explains,
17 most witnesses and evidence in this case will be located in the Northern District. *See* Dkt. 109,
18 Defs.’ Mot. Transfer (“Mot.”) at 10-12. Relator currently lives in the Northern District and
19 worked for KFHP in the Northern District. Dkt. 109-2, Decl. of Charlotte Tang ISO Defs.’ Mot.
20 to Transfer (“Tang Decl.”) ¶ 4. Most of the witnesses listed on the parties’ initial disclosures
21 worked for KFHP in the Northern District, live in the Northern District, or both. *Id.* ¶¶ 4-6, 9-14,
22 19, 21, 23-24. This includes important non-party witnesses. *See A.F.P. v. United States*, 2022
23 WL 2704570, at *6 (E.D. Cal. July 12, 2022) (Drozd, J.) (noting the importance of “the
24 convenience of non-party witnesses” to the § 1404(a) analysis). For example, many of Relator’s
25 allegations center on now-former KFHP employees who live in the Northern District, such as
26 Laurel Sutcliffe—his direct supervisor at the time of his termination who is named over a dozen
27 times in the complaint—and Daren Pursche—who Relator contends worked with him on
28

1 presentations and analyses of healthcare provider data.¹ *See* Dkt. No. 107, Second Am. Compl.
2 (“SAC”) ¶¶ 59, 68-71, 114-17, 120, 124, 127-30; Tang Decl. ¶¶ 19, 23 (showing that KFHP’s last
3 known addresses for Pursche and Sutcliffe are in Contra Costa County, California). And given
4 that the time period at issue here stretches back more than a decade, *see* SAC ¶ 49 (alleging fraud
5 “since at least 2008”), there are likely to be other non-party former employees located in the
6 Northern District as well.

7 Relator and the United States provide no substantive reasons why litigating *Mazik* in the
8 Eastern District would be more convenient to the parties and witnesses than in the Northern
9 District. The United States does not address this factor at all in its Statement of Interest. And for
10 his part, Relator does not contest that the majority of the witnesses that the parties have listed in
11 their initial disclosures reside or work in the Northern District; that he lives in the Northern
12 District; and that he worked for KFHP in the Northern District. Opp’n at 9, 14; *see also* Mot. at
13 11. Relator’s choice of forum therefore is “entitled to substantially less deference” than if the
14 Eastern District were his home forum. *In re Apple, Inc.*, 602 F.3d 909, 913 (8th Cir. 2010)
15 (internal quotation omitted); *see Cluck v. IKON Office Sols., Inc.*, 2012 WL 1610789, at *2 (N.D.
16 Cal. May 8, 2012) (“[I]n the presence of a related, ongoing action in the Central District, the
17 Court will afford Plaintiffs’ choice of forum some deference, but not the substantial weight that
18 would be afforded under a stronger showing of the parties’ contacts with this district, occurrence
19 of operative facts in this district, or a particular interest in the parties or subject matter in this
20 district.”).

21 Relator conspicuously does not offer *any* reason—much less a compelling reason—why
22 he chose the Eastern District to litigate this case. He does not identify a single advantage to
23 litigating this dispute in the Eastern District rather than the Northern District. And he does not
24 point to any allegation in the SAC that specifically concerns conduct occurring in the Eastern

25
26 ¹ Relator argues that most former employees “live outside both the Eastern and Northern
27 Districts,” pointing to former employees listed on the parties’ initial disclosures. *See* Dkt. No.
28 114, Opp’n to Defs.’ Mot. (“Opp’n”) at 15. Not only does he ignore both Sutcliffe and Pursche,
but he also provides no analysis of the potential substance or importance of each former
employee’s testimony.

1 District. *See A.F.P.*, 2022 WL 2704570, at *6 (“[A] plaintiff’s forum choice is given
2 substantially less weight when the central dispute in the action occurred primarily in another
3 forum and lacks any significant contact with the forum.”). Instead, he simply asserts with no
4 declaratory or other evidentiary support that Assistant U.S. Attorney (“AUSA”) Catherine Swann,
5 who works for the U.S. Attorney Office for the Eastern District, “is familiar with the claims and
6 is actively monitoring this action.” Opp’n at 9. He contends that transferring the case would
7 effectively “force re-assignment” to the AUSAs in the Northern District litigating the *Osinek*
8 matters, which should weigh against transfer. *Id.* But even if true, the staffing decisions of the
9 U.S. Department of Justice (“DOJ”) in a declined *qui tam* are utterly irrelevant to the § 1404(a)
10 analysis. Moreover, it is entirely unclear how transferring this matter to a judicial district where a
11 team of AUSAs has been actively investigating and litigating similar issues against the same
12 group of Defendants for years would inconvenience anyone. Notably, the United States itself did
13 not advance this argument in its Statement of Interest. And Relator points to nothing that would
14 prevent AUSA Swann from sharing information she has learned in this case with the AUSAs
15 litigating before Judge Chen.

16 Defendants freely acknowledge that Sacramento and San Francisco are not far apart. But
17 given the location of KFHP, current employees, non-parties, and Relator himself in the Northern
18 District, litigating the case in the Northern District would be more convenient for the parties and
19 key witnesses.

20 **B. The Motion Is Timely**

21 Relator and the United States also fault Defendants for not seeking to transfer the case
22 earlier, but the Motion is timely. *See* Opp’n at 5-6; Dkt. No. 111, U.S. Statement of Interest to
23 Defs.’ Mot. (“U.S. SOI”) at 5. As the Motion explains, the parties agreed to stay this matter
24 while Judge Chen considered a motion to dismiss in *Osinek* on grounds that several of the *qui tam*
25 matters there should be dismissed under the FCA’s first-to-file bar. Mot. at 4. When portions of
26 the *Taylor* action survived the first-to-file challenge, Defendants promptly filed their motion to
27 dismiss in this matter. *Id.* Until this Court decided that motion, it was not clear if *any* allegations
28 about Medicare Advantage—or *any* of Relator’s other fraud allegations—would remain in this

1 case. Mot. at 4-5. With this Court’s dismissal order, it only recently became apparent that this
2 case would continue past the pleading stage with allegations about a Medicare Advantage fraud
3 scheme still in place.

4 Moreover, Relator does not—and cannot—point to any unfair prejudice from transfer at
5 this early stage of litigation. *See Saleh v. Titan Corp.*, 361 F. Supp. 2d 1152, 1168 (S.D. Cal.
6 2005) (declining to deny defendants’ motion to transfer on timeliness grounds where transfer
7 “would not entail unnecessary expense or result in the waste of time on the part of the parties”);
8 *see Sam Kohli Enters., Inc. v. Comsys Servs. LLC*, 2011 WL 13257533, at *9 (S.D. Cal. Oct. 3,
9 2011) (similar). Defendants only just answered the SAC on May 24, 2024, virtually no discovery
10 has occurred thus far, and the Court has not yet set a trial date or entered a case-management
11 schedule.

12 **C. Potential Consolidation or Coordination with the *Osinek* Matters Favors**
13 **Transfer to the Northern District of California**

14 Not only do the traditional convenience factors under § 1404(a) weigh in favor of transfer,
15 but the potential for consolidation or coordination of *Mazik* with the related *Osinek* matters also
16 favors transfer under established precedent. *See* Mot. at 6; *A.J. Indus., Inc. v. U.S. Dist. Ct. for*
17 *Cent. Dist. of Cal.*, 503 F.2d 384, 389 (9th Cir. 1974) (“feasibility of consolidation is a significant
18 factor in a transfer decision”); *Bratton v. Schering-Plough Corp.*, 2007 WL 2023482, at *5 (D.
19 Ariz. July 12, 2007) (“In general, cases should be transferred to districts where related actions are
20 pending.”). After an eight-year DOJ investigation and over two years of litigation in *Osinek*,
21 Judge Chen is thoroughly familiar not only with how risk adjustment works generally, but also
22 with these specific Defendants, which collaborate to operate a complex integrated healthcare
23 system. *See* Mot. at 10 (explaining that the *Osinek* court has considered three rounds of motions
24 to dismiss and three discovery motions on all manner of topics related to Defendants’ risk-
25 adjustment business practices). Even if Judge Chen does not formally consolidate *Mazik* with the
26 *Osinek* matters, he can still align the cases in terms of discovery and pre-trial schedules to ensure
27 that *Mazik* benefits from litigation before a court already steeped in the key underlying legal and
28 factual issues.

1 Relator and the United States provide no convincing reason to deny transfer. To start,
2 they both focus heavily on the merits of consolidation, listing factual and legal differences
3 between the *Osinek* matters and *Mazik* that they contend would defeat any motion to consolidate.
4 See U.S. SOI at 6-7; Opp’n at 12-13. But there is no consolidation motion before this Court.
5 While the potential for consolidation is one factor to consider in the transfer analysis under
6 § 1404(a), any consolidation decision would be made by the transferee court, not this Court.
7 *Italian Colors Restaurant v. Am. Express Co.*, 2003 WL 22682482, at *7 (N.D. Cal. Nov. 10,
8 2003) (“This [consolidation motion] is not proper before the transferor court, and should be
9 reserved for the transferee court.”). The Court should reject the invitation to offer an advisory
10 opinion on a consolidation motion that has not been briefed and that should be decided in the
11 Northern District in the first instance if and when transfer is ordered by this Court.

12 In any event, Relator and the United States take a myopic view of the allegations in the
13 *Osinek* matters and *Mazik*, narrowly focusing on how *Mazik* centers on alleged tampering with
14 compliance software, which they argue does not feature in the *Osinek* matters. U.S. SOI at 6-7,
15 Opp’n at 10-11. The United States also observes that the *Osinek* matters largely involve
16 allegations about providers employed by entities associated with the Kaiser Permanente brand as
17 opposed to providers who are not employed by those entities (so-called “external providers”), and
18 that *Mazik* pursues claims under state law alleging Medicaid fraud unlike the *Osinek* matters.
19 U.S. SOI at 6-7.

20 These differences do not make consolidation—or coordination—infeasible. As noted,
21 *Osinek*, *Taylor*, and *Mazik* all involve allegations about an overlapping group of Defendants
22 purportedly scheming to improperly submit diagnosis codes to the U.S. Centers for Medicare &
23 Medicaid Services (“CMS”) in an effort to defraud the Medicare Advantage program of risk-
24 adjustment payments. Mot. at 2-3. While the United States’ complaint-in-intervention may not
25 focus on external providers, the *Taylor* case focuses on the allegedly improper submission of
26 diagnosis codes to CMS through data provided by both employed and external providers. See
27 *United States ex rel. Osinek v. Kaiser Permanente*, No. 3:13-cv-3891 (N.D. Cal.), Dkt. No. 239,
28

1 *Taylor* Third Am. Compl. (“*Taylor TAC*”) ¶¶ 6-8.² *Taylor* and *Mazik* may involve different ways
2 that Defendants allegedly misused external-provider data, but they both put at issue Defendants’
3 compliance programs for risk-adjustment data submissions, including processes for reviewing and
4 verifying external providers’ diagnosis data before submission to government benefit programs.
5 *See, e.g.*, SAC ¶ 79 (alleging that Defendants did not “have an effective system for promptly
6 responding to compliance issues as they are raised, investigating potential compliance problems
7 as identified in the course of self-evaluation and audits, correcting such problems promptly and
8 thoroughly . . . , and ensure compliance with CMS requirements”); *Taylor TAC* ¶¶ 75-76 (putting
9 at issue the same compliance regulations as *Mazik*).

10 In addition, the United States contends that *Taylor* and *Mazik* involve different types of
11 external providers—*Taylor* focuses on “outside hospitals” while *Mazik* focuses on individual
12 providers—but this argument is unpersuasive. *See* U.S. SOI at 7. First, the alleged distinction in
13 the type of external providers is immaterial to whether Defendants’ general practices as to
14 external-provider data violated the FCA. Second, the complaints do not make such a clear
15 distinction between external hospitals and individual providers. *Taylor* defines “external
16 providers” as “providers *at hospitals or other facilities* that are not owned by Kaiser,” not only as
17 “outside hospitals.” *Taylor TAC* ¶ 108 (emphasis added). *Mazik* generally defines external
18 providers as “non-Kaiser physicians.” SAC ¶ 2. Accordingly, *Taylor* and *Mazik*—which both
19 allege fraud in the Colorado region—may put overlapping groups of external providers at issue,
20 as both cases level allegations about diagnosis-code data from external providers.

21 As for *Bryant*, that case no longer concerns even a single fraud claim involving Medicare
22 Advantage, but the case is still consolidated for all purposes with *Osinek* and *Taylor*. *Osinek* Dkt.
23 No. 171 at 46 (order dismissing *Bryant* “except to the extent that it pleads (1) retaliation claims
24 and (2) claims based on fraud in the Affordable Care Act program”). That case centers on an
25 alleged fraud involving risk-adjustment payments under the Affordable Care Act, which the
26 *Bryant* relators contend operates similarly to risk adjustment under Medicare Advantage. *Id.*;

27 ² Further references to documents on the *Osinek* docket will be referred to as “*Osinek* Dkt. No.
28 ___.”

1 *Osinek* Dkt. No. 238, *Bryant* Second Am. Compl. (“*Bryant SAC*”) ¶ 11(b) (“Defendants
2 overdocumented and upcoded risk adjustment claims to relevant individuals covered by the ACA
3 in the same manner and pursuant to the same schemes as relevant to the Medicare Advantage
4 program[.]”). Simply because *Bryant* implicates a government benefit program other than
5 Medicare Advantage does not render consolidation inefficient. Relator here similarly contends
6 that state Medicaid programs operate similarly to Medicare Advantage. SAC ¶ 35 (alleging that
7 state Medicaid programs rely on “substantially the same” risk-adjustment model as Medicare
8 Advantage). And like Relator here, one of the *Bryant* relators also brings retaliation claims under
9 both federal and California law. *Bryant SAC* ¶¶ 254-74 (alleging retaliation under California law
10 and the FCA).

11 Although the ultimate question of consolidation or coordination is not before this Court,
12 the breadth of issues before Judge Chen makes consolidating or coordinating *Mazik* with the
13 *Osinek* matters feasible. The *Osinek* matters raise a host of issues related to risk-adjustment
14 practices across Defendant entities and different government benefit programs. Judge Chen has
15 already received evidence and argument about Defendants’ risk-adjustment practices generally,
16 audits of external-provider data, compliance initiatives, and employment decisions, and will
17 continue to do so as the cases proceed to summary judgment and/or trial. *Mazik* will necessarily
18 require a court to delve into all of these same issues as well. Litigating the case before a judge
19 already considering these questions will avoid the potential for inconsistent decisions involving
20 these issues and make managing *Mazik* more convenient and efficient for the judicial system and
21 the parties—even if Judge Chen informally coordinates rather than formally consolidates the
22 cases.³ See *A. J. Indus.*, 503 F.2d at 389 (noting that “[t]he feasibility of consolidation is a

23 _____
24 ³ In the Motion, Defendants argued that a common legal issue among the cases is whether
25 diagnosis codes qualify as claims for payment under the meaning of the FCA, 31 U.S.C.
26 § 3729(b)(2). Mot. at 9. The United States wrongly contends that both this Court and Judge
27 Chen have already resolved this question, because this Court and Judge Chen considered the
28 monetary value of diagnosis codes in evaluating whether the complaints at issue sufficiently
alleged materiality under the FCA. U.S. SOI at 8. But whether diagnosis codes are material to a
payment decision is not the same as concluding that diagnosis codes qualify as claims for
payment within the meaning of the FCA. This discrete legal question was not briefed, and neither

1 significant factor in a transfer decision ***although even the pendency of an action in another***
 2 ***district is important*** because of the positive effects it might have in possible consolidation of
 3 discovery and convenience to witnesses and parties” (emphasis added & internal citations
 4 omitted)); *Cadenasso v. Metro. Life Ins. Co.*, 2014 WL 1510853, at *7 (N.D. Cal. Apr. 15, 2014)
 5 (“Even if the case is not consolidated with *C-Mart*, the Southern District of Florida is an
 6 appropriate forum because that court, and particularly Judge Middlebrooks, is familiar with the
 7 facts underlying this dispute and has already facilitated discovery between the two parties.”).

8 **D. Transfer Would Not Disrupt the Schedule in this Case or the *Osinek* Matters**

9 Finally, the potential for disruption of case schedules does not weigh against transfer.
 10 Despite concerns raised by Relator and the United States, transfer to the Northern District would
 11 not disrupt the case schedules in this case or the *Osinek* matters in any material way. Relator
 12 argues that he is “entitled to his own discovery schedule” and should not be forced to litigate this
 13 matter through the discovery process established in *Osinek*. Opp’n at 13. Relator says he needs
 14 “a separate discovery timeline” from the schedule in *Osinek*, *id.* at 14, but the case schedule he
 15 has proposed is ***nearly identical*** to the *Osinek* case-management schedule. *See* Dkt. No. 110,
 16 Joint Status Report and Proposed Case Schedule at 3-6. It trails the schedule proposed by
 17 Defendants—which largely mirrors the schedule in *Osinek*—by a mere three months, and only for
 18 certain deadlines.⁴ *See id.* at 2, 3-6. Defendants submit that the parties here should be able to
 19 litigate this matter on a schedule that tracks the *Osinek* schedule more closely. *See id.* at 2. But
 20 even if Relator needed 90 more days than permitted by the current *Osinek* schedule, nothing
 21 would prevent Judge Chen from putting *Mazik* on a slightly different discovery track.

22 In a similar vein, the United States argues that consolidation “would likely delay the
 23 completion of discovery” in the *Osinek* matters due to purported differences in the “underlying
 24 factual issues” between the cases. U.S. SOI at 9. The United States does not offer any concrete

25 _____
 26 this Court nor Judge Chen has issued any order holding that diagnosis codes are claims for
 27 payment under 31 U.S.C. § 3729(b)(2).

28 ⁴ The parties propose essentially the same expert-discovery deadline in early March 2026:
 Defendants proposed March 5, 2026 and Relator proposed March 6, 2026. *Id.* at 4.

1 reason why transferring *Mazik* to the Northern District would delay the *Osinek* schedule. And the
2 United States entirely ignores the case schedule that the parties have proposed in this matter. As
3 noted already, the parties here have proposed a case schedule that largely mimics the case
4 schedule in *Osinek*.

5 **III. CONCLUSION**

6 For all the reasons explained here and in the Motion, the Court should grant the Motion
7 and transfer *Mazik* to the Northern District of California pursuant to 28 U.S.C. § 1404(a), where it
8 can be consolidated or coordinated with the pending *Osinek* matters.

9
10 Dated: May 31, 2024

Respectfully submitted,

11
12 By: /s/ Dimitri D. Portnoi

DIMITRI D. PORTNOI
KYLE M. GROSSMAN

13
14 *Attorneys for Defendants Kaiser*
15 *Foundation Health Plan, Inc.; Kaiser*
16 *Foundation Hospitals; The Permanente*
17 *Medical Group, Inc.; Southern*
18 *California Permanente Medical Group;*
19 *and Colorado Permanente Medical*
20 *Group, P.C.*