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**FILED**  
Superior Court of California  
County of Los Angeles

APR 13 2015

Sherri R. Carter, Executive Officer/Clerk  
By Cristina Grijalva Deputy  
Cristina Grijalva

5 Attorneys for Plaintiffs  
HEALTHSMART PACIFIC, INC.,  
6 INTERNATIONAL IMPLANTS, LLC  
and MICHAEL D. DROBOT

7 *Dk8 Mark V. Mooney*  
8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

9 **LOS ANGELES COUNTY - CENTRAL DISTRICT**

10 HEALTHSMART PACIFIC, INC., a  
California corporation; INTERNATIONAL  
11 IMPLANTS, LLC, a California limited  
liability corporation; and MICHAEL D.  
12 DROBOT, an individual,

CASE NO. **BC 578484**

**PLAINTIFFS' VERIFIED COMPLAINT  
FOR:**

13 Plaintiffs,  
14 vs.

1. **WRONGFUL USE OF CIVIL  
PROCEEDINGS [MALICIOUS  
PROSECUTION]**

**[JURY TRIAL DEMANDED]**

15 ARTHUR GOLIA, an individual; MARY  
BRAVO, an individual; DERIKA MOSES, an  
16 individual; YVETTE ARROYO, an  
individual; STACY AVERHART, an  
17 individual; LINDA CAHILL, an individual;  
RONALD CICHY, an individual; KIM  
18 COSLETT, an individual; MARK DAIL, an  
individual; JO ELIZABETH DIXON, an  
19 individual; ROSE DURON, an individual;  
ZETTIE EPPS, an individual; JAMIE  
20 ESPINOZA, an individual; GISELA  
FABILA, an individual; JOHN GONZALES,  
21 an individual; ROSE GUTKOWSKI, an  
individual; KATHLEEN ANN HEATH, an  
22 individual; JOANNA LORTON, an  
individual; PATRICIA MARCIEL, an  
23 individual; REHTA MASHTALIER-  
SCOTT, an individual; SHAWN  
24 MCALONAN, an individual; COLEEN

CIT/CASE: EC578484  
LEA/DEF#:   
RECEIPT #: CCH195707035  
DATE PAID: 04/13/15 11:59 AM  
PAYMENT: \$435.00  
RECEIVED: 310  
CHECK: \$435.00  
CASH: \$0.00  
CHANGE: \$0.00  
CARD: \$0.00

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1 MEJIA, an individual; AVA PERRY, an  
individual; GARY PHILIPS, an individual;  
2 LAURA PLESCIA, an individual;  
MATTHEW TOPPEL, an individual;  
3 CARMEN YOLANDA VARGAS, an  
individual; RICHARD VENTIMIGLIA, an  
4 individual; PHILLIP WILLIAMS, an  
individual; JOHN WILSON, an individual;  
5 BRIAN S. KABATECK, an individual;  
KABATECK BROWN KELLNER, LLP, a  
6 California limited liability partnership;  
ROBERT B. HUTCHINSON, an individual;  
7 COTCHETT PITRE & McCARTHY, LLP,  
a California limited liability partnership;  
8 KNOX RICKSEN, LLP, a California limited  
liability partnership; FRANK M. PITRE, an  
9 individual; ALEXANDRA A. HAMILTON,  
an individual; JOANNA W. LICALSI, an  
10 individual; ERIC J. DANOWITZ, an  
individual; MAISIE C. SOKOLOVE, an  
11 individual; JOSEPH M. BARRETT, an  
individual; LINA MELIDONIAN, an  
12 individual; RICHARD A. DICORRADO, an  
individual; BENJAMIN S. HAKIMFAR, an  
13 individual; and DOES 1 to 50, inclusive,

14 Defendants.

15  
16 COME NOW PLAINTIFFS HEALTHSMART PACIFIC, INC., INTERNATIONAL  
17 IMPLANTS, LLC, and MICHAEL D. DROBOT and hereby allege as follows:

18 PARTIES

19 1. Plaintiff HEALTHSMART PACIFIC, INC. ("Plaintiff" and/or "Healthsmart") is  
20 a California corporation that does business in Orange County, California.

21 2. Plaintiff MICHAEL D. DROBOT ("Plaintiff" and/or "Drobot") is, and at all  
22 times relevant hereto was, an individual residing in Orange County, California.

23 3. Plaintiff INTERNATIONAL IMPLANTS, LLC ("Plaintiff" and/or "I2") is a  
24 California limited liability corporation that does business in Orange County, California.

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1           4.     Defendant ARTHUR GOLIA (“Defendant” and/or “Non-Patient Defendant”  
2 and/or “Golia”) is and at all times relevant hereto was an individual residing in Riverside County,  
3 California.

4           5.     Defendant MARY BRAVO (“Defendant” and/or “Non-Patient Defendant”  
5 and/or “Bravo”) is and at all times relevant hereto was an individual residing in Riverside County,  
6 California.

7           6.     Defendant DERIKA MOSES (“Defendant” and/or “Non-Patient Defendant”  
8 and/or “Moses”) is and at all times relevant hereto was an individual residing in Riverside  
9 County, California.

10          7.     Defendant YVETTE ARROYO (“Defendant” and/or “Non-Patient Defendant”  
11 and/or “Arroyo”) is and at all times relevant hereto was an individual residing in San Bernardino  
12 County, California.

13          8.     Defendant STACY AVERHART (“Defendant” and/or “Non-Patient Defendant”  
14 and/or “Averhart”) is and at all times relevant hereto was an individual residing in San  
15 Bernardino County, California.

16          9.     Defendant LINDA CAHILL (“Defendant” and/or “Non-Patient Defendant”  
17 and/or “Cahill”) is and at all times relevant hereto was an individual residing in Riverside County,  
18 California.

19          10.    Defendant RONALD CICHY (“Defendant” and/or “Non-Patient Defendant”  
20 and/or “Cichy”) is and at all times relevant hereto was an individual residing in Riverside County,  
21 California.

22          11.    Defendant KIM COSLETT (“Defendant” and/or “Non-Patient Defendant”  
23 and/or “Coslett”) is and at all times relevant hereto was an individual residing in Riverside  
24 County, California.

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1           12. Defendant MARK DAIL (“Defendant” and/or “Non-Patient Defendant” and/or  
2 “Dail”) is and at all times relevant hereto was an individual residing in Riverside County,  
3 California.

4           13. Defendant JO ELIZABETH DIXON (“Defendant” and/or “Non-Patient  
5 Defendant” and/or “Dixon”) is and at all times relevant hereto was an individual residing in San  
6 Bernardino County, California.

7           14. Defendant ROSE DURON (“Defendant” and/or “Non-Patient Defendant”  
8 and/or “Duron”) is and at all times relevant hereto was an individual residing in San Bernardino  
9 County, California.

10           15. Defendant ZETTIE EPPS (“Defendant” and/or “Non-Patient Defendant”  
11 and/or “Epps”) is and at all times relevant hereto was an individual residing in XXXX, California.

12           16. Defendant JAMIE ESPINOZA (“Defendant” and/or “Non-Patient Defendant”  
13 and/or “Espinoza”) is and at all times relevant hereto was an individual residing in San  
14 Bernardino County, California.

15           17. Defendant GISELA FABILA (“Defendant” and/or “Non-Patient Defendant”  
16 and/or “Fabila”) is and at all times relevant hereto was an individual residing in San Bernardino  
17 County, California.

18           18. Defendant JOHN GONZALES (“Defendant” and/or “Non-Patient Defendant”  
19 and/or “Gonzales”) is and at all times relevant hereto was an individual residing in San  
20 Bernardino County, California.

21           19. Defendant ROSE GUTKOWSKI (“Defendant” and/or “Non-Patient Defendant”  
22 and/or “Gutkowski”) is and at all times relevant hereto was an individual residing in San  
23 Bernardino County, California.

24           20. Defendant KATHLEEN ANN HEATH (“Defendant” and/or “Non-Patient  
25 Defendant” and/or “Heath”) is and at all times relevant hereto was an individual residing in  
26 Riverside County, California.

1           21. Defendant JOANNA LORTON (“Defendant” and/or “Non-Patient Defendant”  
2 and/or “Lorton”) is and at all times relevant hereto was an individual residing in San Bernardino  
3 County, California.

4           22. Defendant PATRICIA MARCIEL (“Defendant” and/or “Non-Patient  
5 Defendant” and/or “Marciel”) is and at all times relevant hereto was an individual residing in San  
6 Bernardino County, California.

7           23. Defendant REHTA MASHTALIER-SCOTT (“Defendant” and/or “Non-Patient  
8 Defendant” and/or “Mashtalier-Scott”) is and at all times relevant hereto was an individual  
9 residing in Riverside County, California.

10          24. Defendant SHAWN MCALONAN (“Defendant” and/or “Non-Patient  
11 Defendant” and/or “McAlonan”) is and at all times relevant hereto was an individual residing in  
12 San Bernardino County, California.

13          25. Defendant COLEEN MEJIA (“Defendant” and/or “Non-Patient Defendant”  
14 and/or “Mejia”) is and at all times relevant hereto was an individual residing in San Bernardino  
15 County, California.

16          26. Defendant AVA PERRY (“Defendant” and/or “Non-Patient Defendant” and/or  
17 “Perry”) is and at all times relevant hereto was an individual residing in Riverside County,  
18 California.

19          27. Defendant GARY PHILIPS (“Defendant” and/or “Non-Patient Defendant”  
20 and/or “Philips”) is and at all times relevant hereto was an individual residing in San Bernardino  
21 County, California.

22          28. Defendant LAURA PLESCIA (“Defendant” and/or “Non-Patient Defendant”  
23 and/or “Plescia”) is and at all times relevant hereto was an individual residing in Riverside  
24 County, California.

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1           29. Defendant MATTHEW TOPPEL (“Defendant” and/or “Non-Patient  
2 Defendant” and/or “Toppel”) is and at all times relevant hereto was an individual residing in San  
3 Bernardino County, California.

4           30. Defendant CARMEN YOLANDA VARGAS (“Defendant” and/or “Non-Patient  
5 Defendant” and/or “Vargas”) is and at all times relevant hereto was an individual residing in San  
6 Bernardino County, California.

7           31. Defendant RICHARD VENTIMIGLIA (“Defendant” and/or “Non-Patient  
8 Defendant” and/or “Ventimiglia”) is and at all times relevant hereto was an individual residing in  
9 San Bernardino County, California.

10           32. Defendant PHILLIP WILLIAMS (“Defendant” and/or “Non-Patient Defendant”  
11 and/or “Williams”) is and at all times relevant hereto was an individual residing in Riverside  
12 County, California.

13           33. Defendant JOHN WILSON (“Defendant” and/or “Non-Patient Defendant”  
14 and/or “Wilson”) is and at all times relevant hereto was an individual residing in Riverside  
15 County, California.

16           34. Defendant BRIAN S. KABATECK (“Defendant” and/or “Attorney Defendant”  
17 and/or “Kabateck”) is, and at all times relevant hereto was, an individual doing substantial  
18 business in Los Angeles County, California. Plaintiffs are informed and believe that Defendant  
19 resides in Los Angeles County, California.

20           35. Defendant KABATECK BROWN KELLNER, LLP (“Defendant” and/or  
21 “Attorney Defendant” and/or “KBK”) is, and at all times relevant hereto was, a California  
22 limited liability partnership doing substantial business in Los Angeles County, California.

23           36. Defendant ROBERT B. HUTCHINSON (“Defendant” and/or “Attorney  
24 Defendant” and/or “Hutchinson”) is, and at all times relevant hereto was, an individual doing  
25 substantial business in Los Angeles County, California. Plaintiffs are informed and believe that  
26 Defendant resides in Los Angeles County, California.

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1           37. Defendant COTCHETT PITRE & McCARTHY, LLP (“Defendant” and/or  
2 “Attorney Defendant” and/or “CPM”) is, and at all times relevant hereto was, a California  
3 limited liability partnership doing substantial business in Los Angeles County, California.

4           38. Defendant KNOX RICKSEN, LLP (“Defendant” and/or “Attorney Defendant”  
5 and/or “KR”) is, and at all times relevant hereto was, a California limited liability partnership  
6 doing substantial business in Los Angeles County, California.

7           39. Defendant FRANK M. PITRE (“Defendant” and/or “Attorney Defendant”  
8 and/or “Pitre”) is, and at all times relevant hereto was, an individual doing substantial business in  
9 Los Angeles County, California. Plaintiffs are informed and believe that Defendant resides in Los  
10 Angeles County, California.

11           40. Defendant ALEXANDRA A. HAMILTON (“Defendant” and/or “Attorney  
12 Defendant” and/or “Hamilton”) is, and at all times relevant hereto was, an individual doing  
13 substantial business in Los Angeles County, California. Plaintiffs are informed and believe that  
14 Defendant resides in Los Angeles County, California.

15           41. Defendant JOANNA W. LICALSI (“Defendant” and/or “Attorney Defendant”  
16 and/or “LiCalsi”) is, and at all times relevant hereto was, an individual doing substantial business  
17 in Los Angeles County, California. Plaintiffs are informed and believe that Defendant resides in  
18 Los Angeles County, California.

19           42. Defendant ERIC J. DANOWITZ (“Defendant” and/or “Attorney Defendant”  
20 and/or “Danowitz”) is, and at all times relevant hereto was, an individual doing substantial  
21 business in Los Angeles County, California. Plaintiffs are informed and believe that Defendant  
22 resides in Los Angeles County, California.

23           43. Defendant MAISIE C. SOKOLOVE (“Defendant” and/or “Attorney Defendant”  
24 and/or “Sokolove”) is, and at all times relevant hereto was, an individual doing substantial  
25 business in Los Angeles County, California. Plaintiffs are informed and believe that Defendant  
26 resides in Los Angeles County, California.

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1           44. Defendant JOSEPH M. BARRETT (“Defendant” and/or “Attorney Defendant”  
2 and/or “Barrett”) is, and at all times relevant hereto was, an individual doing substantial business  
3 in Los Angeles County, California. Plaintiffs are informed and believe that Defendant resides in  
4 Los Angeles County, California.

5           45. Defendant LINA MELIDONIAN (“Defendant” and/or “Attorney Defendant”  
6 and/or “Melidonian”) is, and at all times relevant hereto was, an individual doing substantial  
7 business in Los Angeles County, California. Plaintiffs are informed and believe that Defendant  
8 resides in Los Angeles County, California.

9           46. Defendant RICHARD A. DICORRADO (“Defendant” and/or “Attorney  
10 Defendant” and/or “DiCorrado”) is, and at all times relevant hereto was, an individual doing  
11 substantial business in Los Angeles County, California. Plaintiffs are informed and believe that  
12 Defendant resides in Los Angeles County, California.

13           47. Defendant BENJAMIN S. HAKIMFAR (“Defendant” and/or “Attorney  
14 Defendant” and/or “Hakimfar”) is, and at all times relevant hereto was, an individual doing  
15 substantial business in Los Angeles County, California. Plaintiffs are informed and believe that  
16 Defendant resides in Los Angeles County, California.

17           48. Plaintiffs are unaware of the true names and capacities, whether individual,  
18 corporate, associate or otherwise, of Defendants DOES 1 to 50, inclusive (“the Doe Defendants”),  
19 and therefore sue said Doe Defendants by such fictitious names. Plaintiffs will seek leave of Court  
20 to amend this Complaint to show the true names and capacities of such Doe Defendants when the  
21 same has been ascertained. Plaintiffs are informed, believe, and thereupon allege that each of the  
22 fictitiously-named Defendants is responsible to Plaintiffs for the injuries suffered and alleged  
23 herein, and/or is subject to the jurisdiction of the Court as necessary party for the relief herein  
24 requested.

25           49. Plaintiffs are informed and believe that Defendants Golia, Bravo, Moses, Arroyo,  
26 Averhart, Cahill, Cichy, Coslett, Dail, Dixon, Duron, Epps, Espinoza, Fabila, Gonzales,

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1 Gutkowski, Heath, Lorton, Marciel, Mashtalier-Scott, McAlonan, Mejia, Perry, Philips, Plescia,  
2 Toppel, Vargas, Ventimiglia, Williams, Wilson, Kabateck, KBK, Hutchinson, CPM, KR, Pitre,  
3 Hamilton, LiCalsi, Danowitz, Sokolove, Barrett, Melidonian, DiCorrado, Hakimfar, and each of  
4 the Doe Defendants (collectively "Defendants") are now, and were at all times mentioned herein,  
5 the agents, principals, partners, joint venturers, employees and/or alter-egos of the other  
6 Defendants, and that all of the acts and conduct alleged herein were performed within the course  
7 and scope and in furtherance of such agency, partnership, joint venture, employment and/or alter-  
8 ego relationship.

9 50. Jurisdiction and venue are proper in this Court because the wrongful acts and  
10 omissions alleged occurred in the County of Los Angeles, the harm suffered by Plaintiffs occurred  
11 in the County of Los Angeles, and several of the aforementioned Defendants are and at all times  
12 relevant herein were doing substantial business in the County of Los Angeles, State of California.

13 **FIRST CAUSE OF ACTION**

14 **WRONGFUL USE OF CIVIL PROCEEDINGS**

15 **[MALICIOUS PROSECUTION]**

16 **(BY PLAINTIFFS AGAINST ALL DEFENDANTS AND DOES 1-50)**

17 51. Plaintiffs re-allege, and incorporate herein by reference paragraphs 1 through 50,  
18 inclusive, as though fully set forth herein.

19  
20 *Over the Past Twenty Years, Pacific Hospital of Long Beach Has Distinguished Itself as a Top-Notch*  
21 *Spinal Surgery Center.*

22 52. Plaintiff Drobot has owned and operated Plaintiff Healthsmart for approximately  
23 twenty (20) years. For approximately the same period of time through the end of October 2013,  
24 Plaintiff Healthsmart itself owned and operated Pacific Hospital of Long Beach ("PHLB"), an  
25 acute care facility located in Long Beach, California. Healthsmart sold PHLB to College Health  
26 Enterprises, Inc. in or around October 2013.

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1           53.     During Plaintiffs' decades-long management and stewardship of PHLB, PHLB  
2 distinguished itself as a top-notch facility for spinal surgeries and spine-related procedures. PHLB  
3 also was repeatedly distinguished and independently rated as one of the safest hospitals in the state  
4 and country, particularly with respect to its extremely low rate of hospital-acquired infections.

5           54.     In or around August 2007, Plaintiff Drobot incorporated Plaintiff I2. From 2007 to  
6 date, Plaintiff I2 has operated as an FDA-registered medical parts "re-packager" within the  
7 meaning of 21 C.F.R. § 807.20, which means it has purchased and stocked parts used in spinal  
8 surgeries and sold the same to PHLB.

9  
10 *Between 2004 and 2013, the Non-Patient Defendants Received Medical Treatment from a Variety of*  
11 *Medical Treatment Providers, None of Which Were Plaintiffs.*

12           55.     On or around January 20, 2010, Plaintiffs are informed and believe that Non-Patient  
13 Defendant Golia underwent surgery at non-party PARKVIEW COMMUNITY HOSPITAL  
14 MEDICAL CENTER, INC. ("Parkview"), located in Riverside, California.

15           56.     On or around May 22, 2006, August 2007, July 7, 2008, September 19, 2008,  
16 February 2011, and December 2011, Plaintiffs are informed and believe that Non-Patient  
17 Defendant Bravo underwent several surgical procedures at non-party RIVERSIDE  
18 COMMUNITY HOSPITAL ("Riverside CH") and non-party RANCHO SPECIALTY  
19 HOSPITAL ("Rancho Specialty"), both of which are located in Riverside, California.

20           57.     On or around July 28, 2008, Plaintiffs are informed and believe that Non-Patient  
21 Defendant Moses underwent surgery at Riverside CH.

22           58.     On or around January 30, 2009, Plaintiffs are informed and believe that Non-Patient  
23 Defendant Arroyo underwent surgery at non-party GARDENS REGIONAL HOSPITAL AND  
24 MEDICAL CENTER, INC. D/B/A TRI-CITY REGIONAL MEDICAL CENTER ("Tricity"),  
25 located in Hawaiian Gardens, California.

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1           59.    On or around October 20, 2008, Plaintiffs are informed and believe that Non-  
2 Patient Defendant Averhart underwent surgery at Riverside CH.

3           60.    On or around June 2, 2008, Plaintiffs are informed and believe that Non-Patient  
4 Defendant Cahill underwent surgery at Riverside CH.

5           61.    On or around February 22, 2008, Plaintiffs are informed and believe that Non-  
6 Patient Defendant Cichy underwent surgery at Riverside CH.

7           62.    On or around October 25, 2008, Plaintiffs are informed and believe that Non-  
8 Patient Defendant Coslett underwent surgery at Tricity. She subsequently underwent a second  
9 surgical procedure in 2012 at Riverside CH.

10          63.    On or around October 4, 2004, December 4, 2006, and in 2012, Plaintiffs are  
11 informed and believe that Non-Patient Defendant Dail underwent surgery at Riverside CH.

12          64.    On or around May 21, 2007, August 4, 2008, and October 17, 2011, Plaintiffs are  
13 informed and believe that Non-Patient Defendant Dixon underwent several surgical procedures at  
14 Riverside CH.

15          65.    On or around October 24, 2008, Plaintiffs are informed and believe that Non-  
16 Patient Defendant Duron underwent surgery at Tricity. She subsequently underwent a second  
17 surgical procedure on or around July 16, 2012 at Riverside CH.

18          66.    On or around August 8, 2008, Plaintiffs are informed and believe that Non-Patient  
19 Defendant Epps underwent surgery at Tri-City. She subsequently underwent a surgical procedure  
20 at Plaintiff PHLB that did not involve the insertion of spinal hardware on July 4, 2012.

21          67.    On or around July 19, 2004, and February 19, 2007, Plaintiffs are informed and  
22 believe that Non-Patient Defendant Espinoza underwent two surgical procedures at Riverside CH.

23          68.    On or around February 25, 2008, and again in August 2009, Plaintiffs are informed  
24 and believe that Non-Patient Defendant Fabila underwent surgical procedures at Riverside CH.

25          69.    On or around January 5, 2007, and May 19, 2008, Plaintiffs are informed and  
26 believe that Non-Patient Defendant Gonzales underwent two surgical procedures at Riverside CH.

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1           70.    On or around April 28, 2008, Plaintiffs are informed and believe that Non-Patient  
2 Defendant Gutkowski underwent surgery at Riverside CH.

3           71.    On or around November 29, 2004, and April 14, 2008, Plaintiffs are informed and  
4 believe that Non-Patient Defendant Heath underwent two surgical procedures at Riverside CH.

5           72.    On or around January 30, 2009, and June 22, 2012, Plaintiffs are informed and  
6 believe that Non-Patient Defendant Lorton underwent two surgical procedures at Tricity.

7           73.    On or around February 9, 2009, Plaintiffs are informed and believe that Non-  
8 Patient Defendant Marciel underwent surgery at Riverside CH.

9           74.    On or around November 10, 2003, and October 15, 2004, Plaintiffs are informed  
10 and believe that Non-Patient Defendant Mashtalier-Scott underwent two surgical procedures at  
11 Riverside CH.

12           75.    On or around July 22, 2008, Plaintiffs are informed and believe that Non-Patient  
13 Defendant McAlonan underwent two surgical procedures at Tricity.

14           76.    On or around September 20, 2004, Plaintiffs are informed and believe that Non-  
15 Patient Defendant Mejia underwent two surgical procedures at Riverside CH. On or around  
16 January 1, 2010, Plaintiffs are informed and believe that Defendant Mejia underwent a third  
17 surgery at non-party Logan Regional Medical Center.

18           77.    On or around March 9, 2009, Plaintiffs are informed and believe that Non-Patient  
19 Defendant Perry underwent surgery at Riverside CH.

20           78.    On or around August 11, 2008, Plaintiffs are informed and believe that Non-Patient  
21 Defendant Philips underwent surgery at Riverside CH. On or around January 1, 2010, Plaintiffs are  
22 informed and believe that Philips underwent another surgery at non-party Logan Regional Medical  
23 Center.

24           79.    On or around October 8, 2004, Plaintiffs are informed and believe that Non-Patient  
25 Defendant Plescia underwent surgery at Riverside CH.

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1 80. On or around August 16, 2004, Plaintiffs are informed and believe that Non-Patient  
2 Defendant Toppel underwent surgery at Parkview.

3 81. On or around January 23, 2008, Plaintiffs are informed and believe that Non-Patient  
4 Defendant Vargas underwent surgery at Riverside CH.

5 82. On or around March 6, 2006, June 25, 2007, and November 17, 2008, Plaintiffs are  
6 informed and believe that Non-Patient Defendant Ventimiglia underwent three surgical  
7 procedures at Riverside CH.

8 83. On or around September 26, 2008, Plaintiffs are informed and believe that Non-  
9 Patient Defendant Williams underwent two surgical procedures at Tricity. On or around  
10 November 16, 2009, Williams underwent a third surgery at Riverside CH.

11 84. On or around July 31, 2009, Plaintiffs are informed and believe that Non-Patient  
12 Defendant Wilson underwent two surgical procedures at Tricity.

13 85. None of the aforementioned Non-Patient Defendants received any form of medical  
14 treatment whatsoever from Plaintiffs PHLB, I2, or Drobot, not in connection with the  
15 aforementioned surgical procedures or otherwise. Plaintiffs PHLB, I2, and Drobot had no financial  
16 interest, no participation in, nor any involvement whatsoever in the aforementioned medical  
17 treatment received by the Non-Patient Defendants listed above.

18  
19 *Between June and October 2014, the Non-Patient Defendants, Acting Via the Attorney Defendants,*  
20 *Sued Plaintiffs for Medical Treatment They Received From Various Medical Providers, None of Which*  
*Were Plaintiffs.*

21 86. On or around June 13, 2014, Defendant Golia, acting by and through the Attorney  
22 Defendants, filed suit against Plaintiffs PHLB, I2, Drobot, and several other unnamed parties in  
23 Los Angeles Superior Court, LASC Case No. BC548729 (one of the thirty (30) total "Non-Patient  
24 Lawsuits"). In his Complaint, Golia alleged a range of battery, fraud, and negligence claims  
25 against Plaintiffs and the other defendants relating to the alleged implantation of "foreign"  
26  
27

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1 materials into his spine and back. Golia further alleged that Plaintiffs engaged in the above causes  
2 of action via conspiracy and aiding-and-abetting theories.

3 87. On or around August 21, 2014, Defendant Bravo, acting by and through the  
4 Attorney Defendants, filed a lawsuit via a near identically worded Complaint against Plaintiffs in  
5 Los Angeles Superior Court, LASC Case No. BC555356 (another of the Non-Patient Lawsuits).  
6 She alleged the same basic facts and the same causes of action against Plaintiffs and other named  
7 parties (making reference to her particular medical treatment received, of course). Like Golia,  
8 Defendant Bravo alleged that Plaintiffs engaged in the above causes of action via conspiracy and  
9 aiding-and-abetting theories.

10 88. On or around August 22, 2014, Defendant Moses, acting by and through the  
11 Attorney Defendants, filed a lawsuit via a near identically worded Complaint against Plaintiffs in  
12 Los Angeles Superior Court, LASC Case No. BC555628 (another of the Non-Patient Lawsuits).  
13 She alleged the same basic facts and the same causes of action (making reference to her particular  
14 medical treatment received, of course) against Plaintiffs and other named parties. Like Golia and  
15 Bravo before her, Defendant Moses alleged that Plaintiffs engaged in the above via conspiracy and  
16 aiding-and-abetting theories.

17 89. On or around October 17, 2014, sixteen (16) more Non-Patient Defendants, acting  
18 by and through the Attorney Defendants, initiated sixteen more Non-Patient Lawsuits via near  
19 identically worded Complaints filed against Plaintiffs in Los Angeles Superior Court, specifically  
20 Non-Patient Defendants Arroyo (LASC Case No. BC561086), Averhart (LASC Case No.  
21 BC561087), Cahill (LASC Case No. BC561049), Cichy (LASC Case No. BC561084), Coslett  
22 (LASC Case No. BC561050), Dail (LASC Case No. BC560992), Dixon (LASC Case No.  
23 BC560993), Duron (LASC Case No. BC560900), Espinoza (LASC Case No. BC561092), Fabila  
24 (LASC Case No. BC560899), Gonzalez (LASC Case No. BC561094), Gutkowski (LASC Case No.  
25 BC560901), Heath (LASC Case No. BC561091), Lorton (LASC Case No. BC561090), Marciel  
26 (LASC Case No. BC560898), and Perry (LASC Case No. BC561085). Each of these Non-Patient

1 Defendants alleged the same basic facts and the same causes of action against Plaintiffs and other  
2 named parties as the aforementioned Non-Patient Defendants (making reference to each one's  
3 particular medical treatment received, of course). Like the previously mentioned Non-Patient  
4 Defendants who had already filed suit, each of these Non-Patient Defendants alleged that Plaintiffs  
5 engaged in the above causes of action via conspiracy and aiding-and-abetting theories.

6       90. On or around October 20, 2014, ten (10) more Non-Patient Defendants, acting by  
7 and through the Attorney Defendants, initiated ten more Non-Patient Lawsuits via near identically  
8 worded Complaints filed against Plaintiffs in Los Angeles Superior Court, specifically Non-Patient  
9 Defendants McAlonan (LASC Case No. BC561194), Mejia (LASC Case No. BC561195), Philips  
10 (LASC Case No. BC561196), Plescia (LASC Case No. BC561188), Scott (LASC Case No.  
11 BC561190), Toppel (LASC Case No. BC561189), Vargas (LASC Case No. BC561192), Ventimiglia  
12 (LASC Case No. BC561191), Williams (LASC Case No. BC561197), and Wilson (LASC Case No.  
13 BC561193). Each of these Non-Patient Defendants alleged the same basic facts and the same  
14 causes of action against Plaintiffs and other named parties as the aforementioned Non-Patient  
15 Defendants (making reference to each one's particular medical treatment received, of course).  
16 Like the previously mentioned Non-Patient Defendants who had already filed suit, each of these  
17 Non-Patient Defendants alleged that Plaintiffs engaged in the above causes of action via conspiracy  
18 and aiding-and-abetting theories.

19       91. The Attorney Defendants filed and publicized their lawsuits to obtain the maximum  
20 press coverage of the same. Plaintiffs are informed and believe that the Attorney Defendants  
21 purposely filed each of the aforementioned thirty (30) complaints separately rather than file one  
22 large complaint so that they could tell press that they had filed *thirty* such lawsuits rather than  
23 simply one (1). Attorney Defendants then moved to relate all cases together so that they could  
24 litigate them together *as if* they had filed a single complaint originally (which they could have  
25 completely avoided by simply filing a single complaint). Before and after the aforementioned  
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1 complaint filings, Attorney Defendants trumpeted these complaint filings through the press and on  
2 their respective websites.

3 92. The Attorney Defendants drafted, filed, and publicized these lawsuits to obtain the  
4 maximum negative press coverage towards Plaintiffs. Plaintiffs Drobot, PHLB, and I2 were named  
5 as the "lead" defendants in each and every one of the aforementioned thirty (30) Complaints.  
6 Each one of the aforementioned complaints started with an "overview" of Plaintiff Drobot's  
7 wholly unrelated plea deal wherein Drobot pled no contest to paying doctors to refer patients to  
8 PHLB in violation of federal anti-kickback statutes.

9 93. Plaintiffs are informed and believe that both Attorney Defendants and the Non-  
10 Patient Defendants knew that they had no cognizable claims against Plaintiffs but decided to sue  
11 Plaintiffs anyway to extort hefty settlement sums from them, which Defendants could use to fund  
12 the remainder of their lawsuits against the other named defendants. Plaintiffs are informed and  
13 believe that Attorney Defendants specifically discussed this strategy with each of the Non-Patient  
14 Defendants.

15 94. Plaintiffs are informed and believe that that Attorney Defendants specifically  
16 recommended suing Plaintiffs even though none of the Non-Patient Defendants received any  
17 medical treatment or spinal parts from Plaintiffs and even though Plaintiffs received no financial  
18 gain in the form of insurance payments or other money payments for the same. Plaintiffs are  
19 informed and believe that the Non-Patient Defendants knowingly and intentionally decided to sue  
20 Plaintiffs even though none of the Non-Patient Defendants received any medical treatment or  
21 spinal parts from Plaintiffs and even though Plaintiffs received no financial gain in the form of  
22 insurance payments or other money payments for the same. Plaintiffs are informed and believe that  
23 the Attorney Defendants and Non-Patient Defendants communicated verbally and in writing  
24 regarding the fact that the Non-Patient Defendants had no cognizable claims to bring against  
25 Plaintiffs but decided to do so anyway.

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1           95. In the subsequent months, Non-Patient Defendants, acting by and through the  
2 Attorney Defendants, filed amended versions of their Complaints. In these amended versions,  
3 Defendants collectively whittled down the number of causes of action each Non-Patient Defendant  
4 asserted against Plaintiffs to eight (8) total: 1) Battery, 2) Fraud - Concealment, 3) Fraud -  
5 Intentional Misrepresentation, 4) Breach of Fiduciary Duty, 5) Strict Products Liability, 6) Breach  
6 of Implied Warranty, 7) Intentional Infliction of Emotional Distress, and 8) Negligence. Each of  
7 these Non-Patient Defendants alleged that Plaintiffs engaged in the above causes of action directly  
8 and via conspiracy and aiding-and-abetting theories.

9           96. The Non-Patient Defendants, acting by and through the Attorney Defendants, filed  
10 the aforementioned, near identically-worded Non-Patient Lawsuits against Plaintiffs even though  
11 they knew and/or should have known the following facts, many of which Defendants collectively  
12 alleged and judicially admitted the following within their own Complaints:

- 13           a. Plaintiffs did *not* provide the allegedly deficient medical treatment to  
14 the Non-Patient Defendants, upon which treatment each and every  
15 claim in the Non-Patient Lawsuits was premised;
- 16           b. Plaintiffs had *no* financial interest in the medical treatment received by  
17 Non-Patient Defendants;
- 18           c. Plaintiffs did *not* provide the allegedly deficient medical parts used as  
19 part of the medical treatment underwent by the Non-Patient  
20 Defendants, upon which each and every claim in the Non-Patient  
21 Lawsuits was premised;
- 22           d. Plaintiffs had *no* financial interest in the medical parts received by  
23 Non-Patient Defendants;
- 24           e. Plaintiffs did *not* and could *not* know *nor* have “access to knowledge of  
25 the true source and/or FDA status of” the allegedly deficient medical  
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parts used during Non-Patient Defendants' underlying medical treatment;

f. The Non-Patient Defendants (and implicitly Attorney Defendants who drafted their underlying complaints) themselves did *not* and could *not* know nor reasonably conclude that the medical parts surgically inserted into their bodies were deficient because these parts had not been removed from the Non-Patient Defendants' bodies for examination and testing;

and

g. There was no connection between Drobot's 2014 no contest plea to violating federal anti-kickback statutes and the medical treatment received by the Non-Patient Defendants at various facilities other than PHLB. Put simply, Drobot's plea deal in no way "proved" or tend to "proved" the truth of the claims asserted by the Non-Patient Defendants in the Non-Patient Lawsuits.

*Defendants Admitted In Their Own Complaints That They DID NOT And COULD NOT KNOW Whether the Surgically Inserted Spinal Parts Were Counterfeit or Harmful.*

97. On the last point above, each of the Non-Patient Defendants specifically alleged that each "suffer[ed] from having foreign objects in his/her spine, the origin or province of which *cannot be identified* and the safety and efficacy of which *cannot be measured*" (emphasis added). *See e.g., Duron Complaint at ¶ 115.* In other words, Defendants admitted in their own Complaints based on the wrongful and harmful insertion of counterfeit screws that Defendants had no idea whether (a) counterfeit screws actually had been inserted into their spines and (b) whether the parts inserted into their spines were safe or not.

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1 98. A number of the Non-Patient Defendants further alleged that they themselves had  
2 no way of knowing (let alone reasonably concluding) that the medical parts surgically inserted into  
3 their spines and backs were deficient because they had not been removed for examination and  
4 testing, which removal the Non-Patient Defendants alleged would be potentially life-threatening.

5  
6 *Defendants Refused to Voluntarily Dismiss Plaintiffs From the Non-Patient Lawsuits, Despite*  
7 *Plaintiffs' and Other Similarly-Situated Parties' Repeated Demands.*

8 99. Plaintiffs immediately hired counsel - Fred Borges and Susan Garbutt from the Law  
9 Offices of Brobeck, West, Borges, Rosa & Douville, LLP - to serve as defense counsel in these  
10 thirty (30) Non-Patient Lawsuits. Plaintiffs additionally relied on the assistance of their general  
11 counsel Teree Bowers of Arent Fox, LLP in the defense against these actions.

12 100. Plaintiffs' counsel immediately and repeatedly contacted the Attorney Defendants  
13 verbally and in writing, explained that the Non-Patient Defendants' claims had zero factual or legal  
14 merit as against Plaintiffs, and demanded that these claims be dismissed. Defendants alternately  
15 ignored Plaintiffs' counsel's communications and/or expressly refused to dismiss the  
16 aforementioned claims. At one point, Plaintiffs' counsel planned a meeting in or around July 2014  
17 with Attorney Defendants to personally go over these points. This meeting was cancelled after  
18 Defendants filed the first two of their subsequent thirty-two (32) lawsuits.

19 101. All of the Non-Patient Defendants and Attorney Defendants similarly named  
20 another medical provider - ST. BERNARDINE MEDICAL CENTER ("St. Bernardine") of San  
21 Bernardino, California - as a defendant in the same underlying Non-Patient Lawsuits, even though  
22 the Non-Patient Defendants admittedly received no medical treatment whatsoever from St.  
23 Bernardine and even though their claims against St. Bernardine were similarly deficient.

24 102. After St. Bernardine's defense counsel repeatedly wrote Attorney Defendants  
25 demanding the immediate dismissal of their claims against the facility and explaining some of the  
26 fatal flaws with the Non-Patient Lawsuits, Attorney Defendants responded in writing. Attorney  
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1 Defendants expressly refused to dismiss the aforementioned claims and made clear that they  
2 would never voluntarily dismiss St. Bernardine or Plaintiffs PHLB, I2, or Drobot from these  
3 actions. Attorney Defendants even threatened to seek sanctions against St. Bernardine and its  
4 counsel should they themselves seek issuance of sanctions against Attorney Defendants. Among  
5 other things, Attorney Defendants wrote that counsel's demands were "inconsequential, not to  
6 mention unprofessional and an affront to the patient safety issues at hand."

7 103. More specifically, the Attorney Defendants wrote that the underlying claims against  
8 St. Bernardine (identical in nature and substance to those against Plaintiffs) were "warranted  
9 under well settled law," and they wrote that defense counsel's demands for dismissal were "a  
10 perfect example of putting the cart before the horse," i.e. the parties should first needlessly spend  
11 thousands upon thousands of dollars to conduct discovery into Defendants' meritless claims  
12 before they would consider dismissing them voluntarily. The Attorney Defendants wrote that  
13 defense counsel "misinterpret[ed] the requirements for pleading conspiracy" and "aider and  
14 abettor" theory. The Attorney Defendants argued that their conspiracy theories of liability still  
15 had merit notwithstanding the fact that "St. Bernardine [and Plaintiffs by implication] did not  
16 know about the specific use of counterfeit medical hardware...."

17 104. Attorney Defendants specifically argued that St. Bernardine was liable under their  
18 legal theories because they were "linked" to Plaintiff Drobot, who himself was liable to Non-  
19 Patient Defendants under these same legal theories. According to the Attorney Defendants,  
20 Plaintiff Drobot himself was liable to the Non-Patient Defendants in the Non-Patient Lawsuits  
21 because he entered into a criminal plea agreement which "detail[ed] the same transactions and  
22 fraudulent conduct that [Non-Patient Defendants] allege in this civil proceeding."

23 *In February 2015, Three (3) of the Non-Patient Lawsuits Were Dismissed Against Plaintiffs By the Los*  
24 *Angeles Superior Court Without Leave to Amend.*

25 105. The Non-Patient Defendants collectively filed several Notices of Related Cases, all  
26 of which were granted shortly thereafter. All of the aforementioned Non-Patient Lawsuits were

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1 transferred to Los Angeles Superior Court's Department 323 before the Honorable Elihu M. Berle  
2 and consolidated into LASC Case No. BC548729.

3 106. On or around January 9, 2015, Plaintiffs filed a Demurrer and Motion to Strike  
4 collectively targeting all claims made against Plaintiffs in three (3) of the Non-Patient Lawsuits,  
5 specifically those filed by Non-Patient Defendants Golia, Bravo, and Moses. These were ultimately  
6 set for hearing on February 26, 2015.

7 107. Plaintiffs did not file papers targeting the other twenty-seven (27) complaints  
8 because the Court imposed a stay on the filing of responsive pleadings in those other Non-Patient  
9 Lawsuits.

10 108. In their Oppositions to Plaintiffs' Demurrer and Motion to Strike targeting all  
11 claims made by Non-Patient Defendants Golia, Bravo, and Moses, Non-Patient Defendants Golia,  
12 Bravo, and Moses each conceded the following:

13 a. Plaintiffs did not provide any medical treatment whatsoever to  
14 Golia, Bravo, and Moses, nor did they provide any parts used  
15 therein. As such, Plaintiffs did not directly commit acts underlying  
16 the Non-Patient Defendants' claims for Battery, Fraud -  
17 Concealment, Fraud - Intentional Misrepresentation, Breach of  
18 Fiduciary Duty, Strict Products Liability, Breach of Implied  
19 Warranty, Intentional Infliction of Emotional Distress, or  
20 Negligence;

21 b. Plaintiffs had no direct relationship *of any sort* with Golia, Bravo,  
22 and Moses, let alone a medical treatment provider -- patient  
23 relationship, such that Plaintiffs did not owe them any duty relating  
24 to the medical treatment these Non-Patient Defendants received  
25 from other treatment providers;

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- c. Plaintiffs had no financial interest in the medical treatment received by Golia, Bravo, and Moses, again directly undercutting any conspiracy or aiding-and-abetting theory;  
and
- d. Plaintiffs did not and *could not* know that any of the parts used during Non-Patient Defendants Golia, Bravo, and Moses's underlying medical treatment were deficient in any way as they alleged.

109. On or around February 20, 2015, the Court heard and sustained the first three (3) of several rounds of Demurrers and Motions to Strike filed by Plaintiffs targeting each of the Non-Patient Defendants' operative Complaints. During the hearing, the Court made a number of comments explaining its rulings, including the following:

- a. The Court rhetorically attacked Defendants for suing Plaintiffs for medical treatment and parts received from other parties: "How can the demurring defendants defraud an insurance company for a surgery they did not bill for? A surgery that did not occur at their facility?"
- b. The Court expressly held that the Attorney Defendants "misapplied" the law in their complaints and "senselessly grafted the wrong conspiracy [law] here...."
- c. The Court held that Defendants did not allege facts sufficient to proceed with these "conspiracy" and related claims: "the plaintiffs are bereft of any allegations that the demurring hospitals share a common plan or agreed to perpetrate a battery, fraud, breach of fiduciary duty, or infliction of emotion distress on surgical patients at other hospitals."

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and

d. The Court further held that it was impossible for Defendants to correct the aforementioned fatal flaws with their complaints and allege any such “conspiracy” or aiding-and-abetting claims given other self-defeating facts alleged in their complaints.

*Following the Court’s February 2015 Ruling, Defendants “Voluntarily” Dismissed Twenty-Seven (27) Additional Non-Patient Lawsuits Against Plaintiffs.*

110. Following this ruling, Defendants collectively filed several dozen Notices of Dismissal dismissing Plaintiffs with prejudice from the aforementioned Non-Patient Lawsuits. Plaintiffs are informed and believe that Attorney Defendants contacted each of the Non-Patient Defendants following this February 2015 ruling, informed them that their previously-agreed-upon strategy of extorting settlement funds from Plaintiffs had failed, and obtained their approval to dismiss Plaintiffs from these actions with prejudice.

*Defendants Should Never Have Sued Plaintiffs In their Non-Patient Lawsuits In the First Place.*

111. No reasonable person in Non-Patient Defendants’ or Attorney Defendants’ circumstances would have believed that Plaintiffs and/or each of them could be held liable for any of the claims asserted against Plaintiffs in the aforementioned thirty Non-Patient Lawsuits. Plaintiffs provided no medical treatment or medical parts to the Non-Patient Defendants. Plaintiffs admittedly had no financial interest in the treatment and/or medical parts provided to these Non-Patient Defendants. Plaintiffs had no knowledge, nor did they have “access to knowledge” of the true source and nature of the allegedly deficient medical parts provided to the Non-Patient Defendants by their aforementioned medical providers, nor could they under a slate of patient privacy rules and regulations. Plaintiff Drobot did not plead no contest to any criminal charges that detail[ed] the “same” transactions and fraudulent conduct that [Non-Patient Defendants] alleged,

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1 nor would any reasonable person - lawyer or not - so conclude after reading the publicly-filed plea  
2 agreement and related publicly-filed papers. Perhaps most importantly, Non-Patient Defendants  
3 could not reasonably conclude that counterfeit, non-sterilized, and/or deficient parts were  
4 installed into their spines if they simultaneously admitted to never having these parts removed,  
5 examined, and tested by qualified physicians and/or medical providers to that end.

6 112. Non-Patient Defendants and Attorney Defendants acted primarily for a purpose  
7 other than succeeding on the merits of Non-Patient Defendants' claims against Plaintiffs.  
8 Defendants maintained these thirty (30) actions solely to harass Plaintiffs and to force a settlement  
9 which had no relation to the merits of the underlying claims.

10 113. As experienced and sophisticated attorneys, the Attorney Defendants admittedly  
11 read and understood the publicly-filed and detail-filled criminal charges filed against Plaintiff  
12 Drobot and his no contest plea to the same (which they attached to as exhibits to the Non-Patient  
13 Complaints and which they referenced at length in the complaint allegations). As such, both the  
14 Attorney Defendants and their clients - the Non-Patient Defendants - **knew for a fact** that (a)  
15 Plaintiff Drobot was not criminally charged in any fashion for any participation in any counterfeit  
16 screw scheme; (b) Drobot was not criminally charged in any fashion for any use of "prostitutes" as  
17 bribes, not in connection with a counterfeit screw scheme or otherwise (as alleged in each Non-  
18 Patient lawsuit); (c) Drobot was not criminally charged for providing less than the required  
19 standard of medical care to PHLB patients; and (d) in no way did Drobot's criminal charges  
20 evidence or suggest that Plaintiffs had participated in any "counterfeit screw" conspiracy as  
21 Defendants alleged in the Non-Patient Lawsuits.

22 114. As a direct and proximate result of Defendants' conduct, Plaintiffs have suffered  
23 substantial financial loss and loss of reputation in an amount to be determined at trial according to  
24 proof. Defendants' actions were a substantial factor in causing this harm to Plaintiffs. Plaintiffs'  
25 financial losses include but are not limited to more than \$100,000 in attorneys' fees and costs  
26 incurred in defending themselves in Defendants' thirty wholly meritless actions.



1 115. As a direct and proximate result of the above-described defamatory statements,  
2 Plaintiffs have suffered and will continue to suffer loss of their personal and professional  
3 reputations, and for Plaintiff Drobot in particular - shame, mortification, and emotional distress, all  
4 to their general damage, but which Plaintiffs are informed and believe will exceed \$1,000,000 per  
5 Non-Patient Lawsuit (\$30,000,000 total), plus interest accrued and growing.

6 116. In engaging in the acts set forth above, Defendants and each of them acted with  
7 willfulness, oppression, fraud, and/or malice within the meaning of *Civil Code § 3294*. As such,  
8 Plaintiffs are entitled to recover exemplary and punitive damages in an amount according to proof  
9 at trial.

10 **PRAYER FOR RELIEF**

11 WHEREFORE, Plaintiffs HEALTHSMART PACIFIC, INC., INTERNATIONAL  
12 IMPLANTS, LLC, and MICHAEL D. DROBOT pray for judgment against Defendants  
13 ARTHUR GOLIA, MARY BRAVO, DERIKA MOSES, YVETTE ARROYO, STACY  
14 AVERHART, LINDA CAHILL, RONALD CICHY, KIM COSLETT, MARK DAIL, JO  
15 ELIZABETH DIXON, ROSE DURON, ZETTIE EPPS, JAMIE ESPINOZA, GISELA FABILA,  
16 JOHN GONZALES, ROSE GUTKOWSKI, KATHLEEN ANN HEATH, JOANNA LORTON,  
17 PATRICIA MARCIEL, REHTA MASHTALIER-SCOTT, SHAWN MCALONAN, COLEEN  
18 MEJIA, AVA PERRY, GARY PHILIPS, LAURA PLESCIA, MATTHEW TOPPEL, CARMEN  
19 YOLANDA VARGAS, RICHARD VENTIMIGLIA, PHILLIP WILLIAMS, JOHN WILSON,  
20 BRIAN KABATECK, KABATECK BROWN KELLNER, LLP, ROBERT B. HUTCHINSON,  
21 COTCHETT PITRE & McCARTHY, LLP, KNOX RICKSEN, LLP, FRANK M. PITRE,  
22 ALEXANDRA A. HAMILTON, JOANNA W. LICALSI, ERIC J. DANOWITZ, MAISIE C.  
23 SOKOLOVE, JOSEPH M. BARRETT, LINA MELIDONIAN, RICHARD A. DICORRADO,  
24 BENJAMIN S. HAKIMFAR, and Does 1 through 50 as follows:

- 25 1. For general and compensatory damages, including prejudgment interest, in  
26 accordance with proof at the time of trial, in the minimum amount of \$30,000,000;

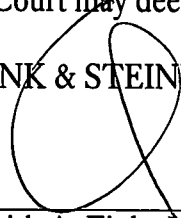
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- 2. For punitive damages, where permitted, to be determined at trial, in the minimum amount of \$10,000,000;
- 3. For Plaintiffs' costs and attorneys' fees, where permitted;
- and
- 4. For such other and further relief as the Court may deem just and proper.

Dated: April 13, 2015

FINK & STEINBERG

By:




---

Keith A. Fink  
 Olaf J. Muller  
 Attorneys for Plaintiffs  
 HEALTHSMART PACIFIC, INC.,  
 INTERNATIONAL IMPLANTS, LLC,  
 And MICHAEL D. DROBOT

04 / 13 / 2015

VERIFICATION FOR COMPLAINT

I, Michael D. Drobot, hereby do declare as follows:

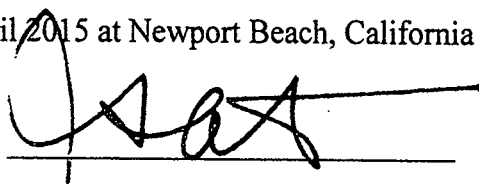
1. I am PLAINTIFF MICHAEL D. DROBOT. I am an owner and authorized representative for PLAINTIFF HEALTHSMART PACIFIC, INC. and PLAINTIFF INTERNATIONAL IMPLANTS, LLC. I have personal knowledge of the facts stated in this declaration and if called as a witness to testify regarding the same, could and would do so competently under oath.

2. I have reviewed the foregoing Complaint. The matters stated in the foregoing Complaint are true of my own knowledge except as to those matters that are stated on information and belief, and as to those matters, I believe them to be true and correct.

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

Executed this 13<sup>th</sup> day of April 2015 at Newport Beach, California

By:



Michael D. Drobot, individually and on behalf of  
Healthsmart Pacific, Inc. and International Implants, LLC

04 / 13 / 2015

FOR COURT USE ONLY

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):  
Keith A. Fink, Bar No. 146841  
Olaf J. Muller, Bar No. 247372  
11500 Olympic Boulevard, Suite 316  
Los Angeles, CA 90064  
TELEPHONE NO.: (310) 268-0780 FAX NO.: (310) 268-0790  
ATTORNEY FOR (Name): Healthsmart Pacific, International Implants, Drobot

**FILED**  
Superior Court of California  
County of Los Angeles

APR 13 2015

Sherri R. Carter, Executive Officer/Clerk  
By Cristina Grijalva Deputy  
Cristina Grijalva

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles**  
STREET ADDRESS: 111 N. Hill Street  
MAILING ADDRESS: 111 N. Hill Street  
CITY AND ZIP CODE: Los Angeles, CA 90012  
BRANCH NAME: Stanley Mosk Courthouse

CASE NAME:  
Healthsmart Pacific, Inc., et al. vs. Arthur Golia, et al.

**CIVIL CASE COVER SHEET**  
 **Unlimited** (Amount demanded exceeds \$25,000)  
 **Limited** (Amount demanded is \$25,000 or less)

**Complex Case Designation**  
 **Counter**  **Joinder**  
Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

CASE NUMBER:  
**BC578484**  
JUDGE:  
DEPT:

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:
- |  |   |   |
|--|---|---|
| <p><b>Auto Tort</b></p> <input type="checkbox"/> Auto (22)<br><input type="checkbox"/> Uninsured motorist (46) <p><b>Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</b></p> <input type="checkbox"/> Asbestos (04)<br><input type="checkbox"/> Product liability (24)<br><input type="checkbox"/> Medical malpractice (45)<br><input type="checkbox"/> Other PI/PD/WD (23) <p><b>Non-PI/PD/WD (Other) Tort</b></p> <input type="checkbox"/> Business tort/unfair business practice (07)<br><input type="checkbox"/> Civil rights (08)<br><input type="checkbox"/> Defamation (13)<br><input type="checkbox"/> Fraud (16)<br><input type="checkbox"/> Intellectual property (19)<br><input type="checkbox"/> Professional negligence (25)<br><input checked="" type="checkbox"/> Other non-PI/PD/WD tort (35) <p><b>Employment</b></p> <input type="checkbox"/> Wrongful termination (36)<br><input type="checkbox"/> Other employment (15) | <p><b>Contract</b></p> <input type="checkbox"/> Breach of contract/warranty (06)<br><input type="checkbox"/> Rule 3.740 collections (09)<br><input type="checkbox"/> Other collections (09)<br><input type="checkbox"/> Insurance coverage (18)<br><input type="checkbox"/> Other contract (37) <p><b>Real Property</b></p> <input type="checkbox"/> Eminent domain/Inverse condemnation (14)<br><input type="checkbox"/> Wrongful eviction (33)<br><input type="checkbox"/> Other real property (26) <p><b>Unlawful Detainer</b></p> <input type="checkbox"/> Commercial (31)<br><input type="checkbox"/> Residential (32)<br><input type="checkbox"/> Drugs (38) <p><b>Judicial Review</b></p> <input type="checkbox"/> Asset forfeiture (05)<br><input type="checkbox"/> Petition re: arbitration award (11)<br><input type="checkbox"/> Writ of mandate (02)<br><input type="checkbox"/> Other judicial review (39) | <p><b>Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403)</b></p> <input type="checkbox"/> Antitrust/Trade regulation (03)<br><input type="checkbox"/> Construction defect (10)<br><input type="checkbox"/> Mass tort (40)<br><input type="checkbox"/> Securities litigation (28)<br><input type="checkbox"/> Environmental/Toxic tort (30)<br><input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) <p><b>Enforcement of Judgment</b></p> <input type="checkbox"/> Enforcement of judgment (20) <p><b>Miscellaneous Civil Complaint</b></p> <input type="checkbox"/> RICO (27)<br><input type="checkbox"/> Other complaint (not specified above) (42) <p><b>Miscellaneous Civil Petition</b></p> <input type="checkbox"/> Partnership and corporate governance (21)<br><input type="checkbox"/> Other petition (not specified above) (43) |
|--|---|---|

2. This case  is  is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- |  |  |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties   | d. <input type="checkbox"/> Large number of witnesses  |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input type="checkbox"/> Substantial amount of documentary evidence   | f. <input type="checkbox"/> Substantial postjudgment judicial supervision  |
3. Remedies sought (check all that apply): a.  monetary b.  nonmonetary; declaratory or injunctive relief c.  punitive
4. Number of causes of action (specify): One - Wrongful Use of Civil Proceedings [Malicious Prosecution]
5. This case  is  is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: April 13, 2015  
Olaf J. Muller, Bar No. 247372

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

**NOTICE**

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

## INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

**To Plaintiffs and Others Filing First Papers.** If you are filing a first paper (for example, a complaint) in a civil case, you **must** complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

**To Parties in Rule 3.740 Collections Cases.** A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

**To Parties in Complex Cases.** In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

## CASE TYPES AND EXAMPLES

## Auto Tort

- Auto (22)—Personal Injury/Property Damage/Wrongful Death
- Uninsured Motorist (46) (*if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto*)

## Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

- Asbestos (04)
  - Asbestos Property Damage
  - Asbestos Personal Injury/Wrongful Death
- Product Liability (*not asbestos or toxic/environmental*) (24)
- Medical Malpractice (45)
  - Medical Malpractice—Physicians & Surgeons
- Other Professional Health Care Malpractice
- Other PI/PD/WD (23)
  - Premises Liability (e.g., slip and fall)
  - Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
  - Intentional Infliction of Emotional Distress
  - Negligent Infliction of Emotional Distress
  - Other PI/PD/WD

## Non-PI/PD/WD (Other) Tort

- Business Tort/Unfair Business Practice (07)
- Civil Rights (e.g., discrimination, false arrest) (*not civil harassment*) (08)
- Defamation (e.g., slander, libel) (13)
- Fraud (16)
- Intellectual Property (19)
- Professional Negligence (25)
  - Legal Malpractice
  - Other Professional Malpractice (*not medical or legal*)
- Other Non-PI/PD/WD Tort (35)

## Employment

- Wrongful Termination (36)
- Other Employment (15)

## Contract

- Breach of Contract/Warranty (06)
  - Breach of Rental/Lease Contract (*not unlawful detainer or wrongful eviction*)
- Contract/Warranty Breach—Seller Plaintiff (*not fraud or negligence*)
- Negligent Breach of Contract/Warranty
- Other Breach of Contract/Warranty
- Collections (e.g., money owed, open book accounts) (09)
  - Collection Case—Seller Plaintiff
  - Other Promissory Note/Collections Case
- Insurance Coverage (*not provisionally complex*) (18)
  - Auto Subrogation
  - Other Coverage
- Other Contract (37)
  - Contractual Fraud
  - Other Contract Dispute

## Real Property

- Eminent Domain/Inverse Condemnation (14)
- Wrongful Eviction (33)
- Other Real Property (e.g., quiet title) (26)
  - Writ of Possession of Real Property
  - Mortgage Foreclosure
  - Quiet Title
  - Other Real Property (*not eminent domain, landlord/tenant, or foreclosure*)

## Unlawful Detainer

- Commercial (31)
- Residential (32)
- Drugs (38) (*if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential*)

## Judicial Review

- Asset Forfeiture (05)
- Petition Re: Arbitration Award (11)
- Writ of Mandate (02)
  - Writ—Administrative Mandamus
  - Writ—Mandamus on Limited Court Case Matter
  - Writ—Other Limited Court Case Review
- Other Judicial Review (39)
  - Review of Health Officer Order
  - Notice of Appeal—Labor Commissioner Appeals

## Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

- Antitrust/Trade Regulation (03)
- Construction Defect (10)
- Claims Involving Mass Tort (40)
- Securities Litigation (28)
- Environmental/Toxic Tort (30)
- Insurance Coverage Claims (*arising from provisionally complex case type listed above*) (41)

## Enforcement of Judgment

- Enforcement of Judgment (20)
  - Abstract of Judgment (Out of County)
  - Confession of Judgment (*non-domestic relations*)
  - Sister State Judgment
  - Administrative Agency Award (*not unpaid taxes*)
  - Petition/Certification of Entry of Judgment on Unpaid Taxes
  - Other Enforcement of Judgment Case

## Miscellaneous Civil Complaint

- RICO (27)
- Other Complaint (*not specified above*) (42)
  - Declaratory Relief Only
  - Injunctive Relief Only (*non-harassment*)
  - Mechanics Lien
  - Other Commercial Complaint Case (*non-tort/non-complex*)
  - Other Civil Complaint (*non-tort/non-complex*)

## Miscellaneous Civil Petition

- Partnership and Corporate Governance (21)
- Other Petition (*not specified above*) (43)
  - Civil Harassment
  - Workplace Violence
  - Elder/Dependent Adult Abuse
  - Election Contest
  - Petition for Name Change
  - Petition for Relief From Late Claim
  - Other Civil Petition

SHORT TITLE: <b>Healthsmart Pacific, Inc. vs. Arthur Golia, et al.</b>	CASE NUMBER <b>BC 578484</b>
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**CIVIL CASE COVER SHEET ADDENDUM AND  
STATEMENT OF LOCATION  
(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)**

**This form is required pursuant to Local Rule 2.0 in all new civil case filings in the Los Angeles Superior Court.**

**Item I.** Check the types of hearing and fill in the estimated length of hearing expected for this case:

JURY TRIAL?  YES CLASS ACTION?  YES LIMITED CASE?  YES TIME ESTIMATED FOR TRIAL 12-14  HOURS/  DAYS

**Item II.** Indicate the correct district and courthouse location (4 steps – If you checked “Limited Case”, skip to Item III, Pg. 4):

**Step 1:** After first completing the Civil Case Cover Sheet form, find the main Civil Case Cover Sheet heading for your case in the left margin below, and, to the right in Column **A**, the Civil Case Cover Sheet case type you selected.

**Step 2:** Check one Superior Court type of action in Column **B** below which best describes the nature of this case.

**Step 3:** In Column **C**, circle the reason for the court location choice that applies to the type of action you have checked. For any exception to the court location, see Local Rule 2.0.

**Applicable Reasons for Choosing Courthouse Location (see Column C below)**

- |   |   |
|---|---|
| <ul style="list-style-type: none"> <li>1. Class actions must be filed in the Stanley Mosk Courthouse, central district.</li> <li>2. May be filed in central (other county, or no bodily injury/property damage).</li> <li>3. Location where cause of action arose.</li> <li>4. Location where bodily injury, death or damage occurred.</li> <li>5. Location where performance required or defendant resides.</li> </ul> | <ul style="list-style-type: none"> <li>6. Location of property or permanently garaged vehicle.</li> <li>7. Location where petitioner resides.</li> <li>8. Location wherein defendant/respondent functions wholly.</li> <li>9. Location where one or more of the parties reside.</li> <li>10. Location of Labor Commissioner Office</li> </ul> |
|---|---|

**Step 4:** Fill in the information requested on page 4 in Item III; complete Item IV. Sign the declaration.

	<b>A</b> Civil Case Cover Sheet Category No.	<b>B</b> Type of Action (Check only one)	<b>C</b> Applicable Reasons - See Step 3 Above
Auto Tort	Auto (22)	<input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1., 2., 4.
	Uninsured Motorist (46)	<input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist	1., 2., 4.
Other Personal Injury/Property Damage/ Wrongful Death Tort	Asbestos (04)	<input type="checkbox"/> A6070 Asbestos Property Damage <input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	2. 2.
	Product Liability (24)	<input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)	1., 2., 3., 4., 8.
	Medical Malpractice (45)	<input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons <input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1., 4. 1., 4.
	Other Personal Injury Property Damage Wrongful Death (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall) <input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.) <input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress <input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death	1., 4. 1., 4. 1., 3. 1., 4.

SHORT TITLE:

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CASE NUMBER

Non-Personal Injury/ Property  
Damage/ Wrongful Death Tort

Employment

Contract

Unlawful Detainer  
Real Property

A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Business Tort (07)	<input type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1., 3.
Civil Rights (08)	<input type="checkbox"/> A6005 Civil Rights/Discrimination	1., 2., 3.
Defamation (13)	<input type="checkbox"/> A6010 Defamation (slander/libel)	1., 2., 3.
Fraud (16)	<input type="checkbox"/> A6013 Fraud (no contract)	1., 2., 3.
Professional Negligence (25)	<input type="checkbox"/> A6017 Legal Malpractice	1., 2., 3.
	<input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1., 2., 3.
Other (35)	<input checked="" type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	2, 3.
Wrongful Termination (36)	<input type="checkbox"/> A6037 Wrongful Termination	1., 2., 3.
Other Employment (15)	<input type="checkbox"/> A6024 Other Employment Complaint Case	1., 2., 3.
	<input type="checkbox"/> A6109 Labor Commissioner Appeals	10.
Breach of Contract/ Warranty (06) (not insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction)	2., 5.
	<input type="checkbox"/> A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence)	2., 5.
	<input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud)	1., 2., 5.
	<input type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	1., 2., 5.
Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff	2., 5., 6.
	<input type="checkbox"/> A6012 Other Promissory Note/Collections Case	2., 5.
Insurance Coverage (18)	<input type="checkbox"/> A6015 Insurance Coverage (not complex)	1., 2., 5., 8.
Other Contract (37)	<input type="checkbox"/> A6009 Contractual Fraud	1., 2., 3., 5.
	<input type="checkbox"/> A6031 Tortious Interference	1., 2., 3., 5.
	<input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1., 2., 3., 8.
Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation      Number of parcels _____	2.
Wrongful Eviction (33)	<input type="checkbox"/> A6023 Wrongful Eviction Case	2., 6.
Other Real Property (26)	<input type="checkbox"/> A6018 Mortgage Foreclosure	2., 6.
	<input type="checkbox"/> A6032 Quiet Title	2., 6.
	<input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2., 6.
Unlawful Detainer-Commercial (31)	<input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	2., 6.
Unlawful Detainer-Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	2., 6.
Unlawful Detainer- Post-Foreclosure (34)	<input type="checkbox"/> A6020F Unlawful Detainer-Post-Foreclosure	2., 6.
Unlawful Detainer-Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2., 6.

SHORT TITLE: <b>Healthsmart Pacific, Inc. vs. Arthur Golia, et al.</b>	CASE NUMBER
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	<b>A</b> Civil Case Cover Sheet Category No.	<b>B</b> Type of Action (Check only one)	<b>C</b> Applicable Reasons - See Step 3 Above
<b>Judicial Review</b>	Asset Forfeiture (05)	<input type="checkbox"/> A6108 Asset Forfeiture Case	2., 6.
	Petition re Arbitration (11)	<input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration	2., 5.
	Writ of Mandate (02)	<input type="checkbox"/> A6151 Writ - Administrative Mandamus <input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter <input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	2., 8. 2. 2.
	Other Judicial Review (39)	<input type="checkbox"/> A6150 Other Writ /Judicial Review	2., 8.
<b>Provisionally Complex Litigation</b>	Antitrust/Trade Regulation (03)	<input type="checkbox"/> A6003 Antitrust/Trade Regulation	1., 2., 8.
	Construction Defect (10)	<input type="checkbox"/> A6007 Construction Defect	1., 2., 3.
	Claims Involving Mass Tort (40)	<input type="checkbox"/> A6006 Claims Involving Mass Tort	1., 2., 8.
	Securities Litigation (28)	<input type="checkbox"/> A6035 Securities Litigation Case	1., 2., 8.
	Toxic Tort Environmental (30)	<input type="checkbox"/> A6036 Toxic Tort/Environmental	1., 2., 3., 8.
	Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only)	1., 2., 5., 8.
<b>Enforcement of Judgment</b>	Enforcement of Judgment (20)	<input type="checkbox"/> A6141 Sister State Judgment <input type="checkbox"/> A6160 Abstract of Judgment <input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations) <input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes) <input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax <input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2., 9. 2., 6. 2., 9. 2., 8. 2., 8. 2., 8., 9.
	RICO (27)	<input type="checkbox"/> A6033 Racketeering (RICO) Case	1., 2., 8.
	Other Complaints (Not Specified Above) (42)	<input type="checkbox"/> A6030 Declaratory Relief Only <input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment) <input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex) <input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)	1., 2., 8. 2., 8. 1., 2., 8. 1., 2., 8.
	Partnership Corporation Governance (21)	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2., 8.
	Other Petitions (Not Specified Above) (43)	<input type="checkbox"/> A6121 Civil Harassment <input type="checkbox"/> A6123 Workplace Harassment <input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case <input type="checkbox"/> A6190 Election Contest <input type="checkbox"/> A6110 Petition for Change of Name <input type="checkbox"/> A6170 Petition for Relief from Late Claim Law <input type="checkbox"/> A6100 Other Civil Petition	2., 3., 9. 2., 3., 9. 2., 3., 9. 2. 2., 7. 2., 3., 4., 8. 2., 9.



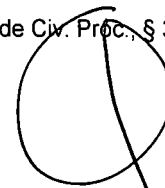
SHORT TITLE: Healthsmart Pacific, Inc. vs. Arthur Golia, et al.	CASE NUMBER
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**Item III. Statement of Location:** Enter the address of the accident, party's residence or place of business, performance, or other circumstance indicated in Item II., Step 3 on Page 1, as the proper reason for filing in the court location you selected.

<b>REASON: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected for this case.</b>  <input type="checkbox"/> 1. <input type="checkbox"/> 2. <input checked="" type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10.			ADDRESS: 111 N. Hill Street		
CITY: Los Angeles	STATE: CA	ZIP CODE: 90012			

**Item IV. Declaration of Assignment:** I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that the above-entitled matter is properly filed for assignment to the Stanley Mosk courthouse in the Los Angeles District of the Superior Court of California, County of Los Angeles [Code Civ. Proc., § 392 et seq., and Local Rule 2.0, subds. (b), (c) and (d)].

Dated: April 13, 2015



(SIGNATURE OF ATTORNEY/FILING PARTY)

**PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:**

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet, Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form, LACIV 109, LASC Approved 03-04 (Rev. 03/11).
5. Payment in full of the filing fee, unless fees have been waived.
6. A signed order appointing the Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court in order to issue a summons.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.

04/13/2015