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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

ARTHUR J. GOLIA, an individual,

Plaintiff,

vs.

JACK AKMAKJIAN, M.D., individually
and doing business as AKMAKJIAN
SPINE AND GENERAL
ORTHOPEDICS CENTER, INC.;
AKMAKJIAN SPINE AND GENERAL
ORTHOPEDICS CENTER, INC.;
PARKVIEW COMMUNITY HOSPITAL
MEDICAL CENTER, INC.; SPINAL
SOLUTIONS, LLC, ROGER
WILLIAMS, JEFF FIELDS, MARY
SISLER WILLIAMS, MICHAEL "MIC"
McGRATH, individually and doing
business as COMPREHENSIVE INTRA-
OPERATIVE SERVICES, INC.;
COMPREHENSIVE INTRA-

Case No.:

COMPLAINT FOR:

1. Battery
2. Fraud - Concealment
3. Fraud - Intentional Misrepresentation
4. Breach of Fiduciary Duty
5. Strict Products Liability
6. Breach of Express Warranty
7. Breach of Implied Warranty
8. Medical Monitoring
9. Constructive Trust
10. Unjust Enrichment
11. Intentional Infliction of Emotional Distress
12. Negligent Infliction of Emotional Distress
13. Negligence

DEMAND FOR JURY TRIAL

\$0.00
\$0.00
\$0.00
\$435.00

RECEIPT # 1004195707076
DATE PAID: 06/14/14 04:12 PM
PAYMENT: 435.00
RECEIVED: 310

CIT/CASE: BC548729
LEA/DEF#:

1 OPERATIVE SYSTEMS, INC.;
2 WILLIAMS CROWDER, individually
3 and doing business as CROWDER
4 MACHINE & TOOL SHOP; CROWDER
5 MACHINE & TOOL SHOP and DOES 1
6 through 500,

7 Defendants.

8 Plaintiff, ARTHUR J. GOLIA, alleges as follows:

9 I. INTRODUCTION

10 1. This lawsuit is brought to put an end to the abuse of our healthcare system by
11 certain doctors, hospitals, marketers and medical device distributors who willfully engaged in
12 fraudulent activity as herein alleged, all with a conscious disregard of health, safety and well-being
13 of individuals in need of medical care, including Plaintiff, in order to promote their own financial
14 gain.

15 2. Defendants, and each of them, engaged in a systematic pattern of fraud and deceit,
16 fueled by the payment of illegal kickbacks, designed to illegally profit from grossly inflating the
17 charges for implantable medical hardware used in connection with spinal fusion surgeries. In
18 furtherance of the conspiratorial scheme to unlawfully profit from charges related to the
19 performance of spinal surgeries, Defendants, and each of them, aided and abetted one another in
20 connection with the supply of counterfeit, non-FDA approved spinal fusion hardware which was
21 implanted in patients, including Plaintiff, without their knowledge and consent. On information
22 and belief, Plaintiff is one of thousands of spinal fusion surgery patients in Southern California
23 who received counterfeit, non-FDA approved implantable hardware as a result of this systematic
24 pattern of fraud and deceit carried on as a conspiracy on the part of defendants, and each of them.

25 3. Plaintiff ARTHUR J. GOLIA (hereafter "GOLIA") was a patient of JACK
26 AKMAKJIAN, M.D. (hereafter "AKMAKJIAN"), an orthopedic surgeon specializing in spinal
27 fusion surgery, at Defendant AKMAKJIAN SPINE AND GENERAL ORTHOPEDICS CENTER,
28 INC. (hereinafter "ASGOC"), which was owned and operated by AKMAKJIAN.

4. On or about January 20, 2010, GOLIA underwent lumbar fusion surgery at

1 Defendant PARKVIEW COMMUNITY HOSPITAL MEDICAL CENTER, INC. (hereinafter
2 "PARKVIEW"), with AKMAKJIAN performing the surgery.

3 5. At all times herein relevant, AKMAKJIAN had an absolute duty to select and
4 prescribe for use FDA-approved implantable spinal fixation hardware in GOLIA's spinal fusion
5 surgery.

6 6. At all times herein relevant, AKMAKJIAN knew that defendants SPINAL
7 SOLUTIONS, LLC, (hereinafter "SS"), ROGER WILLIAMS (hereinafter "WILLIAMS"), JEFF
8 FIELDS (hereinafter "FIELDS"), MARY SISLER WILLIAMS (hereinafter "MSW") and other
9 DOE Defendants were producing counterfeit, non-FDA approved, "knock-off" spinal implants,
10 consisting of screws, rods and cages for use in spinal fusion surgeries.

11 7. At all times herein relevant, AKMAKJIAN knew that the counterfeit implantable
12 hardware was being distributed by Defendants MICHAEL "MIC" McGRATH (hereinafter
13 "McGRATH"), by and through McGRATH's distribution company, Defendant
14 COMPREHENSIVE INTRA-OPERATIVE SERVICES, INC. (hereinafter "C.I.O.S.") which
15 entered into agreements with hospitals, such as PARKVIEW for the sale of the spinal implants
16 produced by SS, WILLIAMS, FIELDS, MSW and Defendant WILLIAM CROWDER (hereinafter
17 "CROWDER"), the owner and operator of Defendant CROWDER MACHINE & TOOL SHOP
18 (hereinafter "CROWDER MTS"), where the product was manufactured in accordance with the
19 direction and specifications provided by WILLIAMS, FIELDS and other DOE Defendants.

20 8. At all times herein relevant, AKMAKJIAN knowingly and willingly accepted
21 illegal kickbacks in the form of cash and other consideration, including plane travel, paid and
22 furnished by SS, WILLIAMS and MSW, as consideration for using the counterfeit, non-FDA
23 approved, "knock-off implantable spinal hardware, including the spinal implants used in GOLIA's
24 lumbar fusion surgery.

25 9. At all times herein relevant, AKMAKJIAN knew that instead of using FDA-
26 approved spinal fixation hardware in patients undergoing spinal fusion surgery, that he was instead
27 inserting foreign objects into patients' bodies, yet did so on the basis that he was being paid by SS,
28 WILLIAMS, MSW and other DOE Defendants to use the bogus, counterfeit material.

AKMAKJIAN placed the foreign objects in patients, such as GOLIA, with a conscious disregard of their rights as patients and, more importantly, with a knowing and conscious disregard of the health, safety and well-being of the patients. At all times herein relevant, AKMAKJIAN placed his own financial interests ahead of his responsibilities as a physician and surgeon licensed by the State of California, and ahead of the health, safety and well-being of patients.

10. AKMAKJIAN knowingly and willfully placed and implanted no fewer than seven foreign objects in GOLIA at the time of the January 20, 2010 surgery, all of which were produced by Defendants SS, WILLIAMS, FIELDS, MSW, CROWDER, and CROWDER MTS and distributed by McGRATH and C.I.O.S., consisting of four (4) pedicle screws, two (2) rods, and one (1) SS PLIF cage.

11. At all times herein relevant, GOLIA trusted AKMAKJIAN as his physician, that AKMAKJIAN was looking after him in a doctor/patient relationship, that AKMAKJIAN was making best efforts to address his physical condition, and that AKMAKJIAN was making medical decisions without the influence of third parties, including the manufacturers and distributors of implantable spinal hardware. He never thought that AKMAKJIAN would betray the doctor/patient relationship by accepting kickbacks for selecting and using legitimate implantable hardware, let alone bogus, counterfeit, non-FDA hardware. At all times herein relevant, AKMAKJIAN betrayed and exploited the trust GOLIA put in AKMAKJIAN by inserting the aforementioned seven foreign objects in exchange for kickbacks as alleged.

12. At all times herein relevant, and to the present, AKMAKJIAN concealed any all true facts concerning the true nature of the seven objects placed in GOLIA's spine, knowing that if it became known that he was implanting foreign objects in people's bodies in exchange for the payment of consideration, in the form of a rebate, refund, commission, preference, patronage dividend, discount, or other consideration, whether in the form of money or otherwise, from the manufacturers and distributors of purported spinal fixation hardware, that he would be subject to civil and criminal prosecution, and that his license to practice medicine would be in jeopardy. He also knew that if the true facts were disclosed, he would no longer be able to accept the payment of kickbacks from Defendants SS, WILLIAMS, FIELDS, MSW, CROWDER, CROWDER MTS,

McGRATH, C.I.O.S. and others in connection with performing spinal surgeries.

13. Unbeknownst to GOLIA, AKMAKJIAN was a willing participant in a wider fraud scheme involving kickbacks paid by hospitals and vendors; overbilling payers, including insurance companies; and the use of counterfeit surgical hardware that failed to comply with FDA regulations and represented a potential risk to the health and well-being of patients, as a means of securing unlawful profits as herein alleged.

14. GOLIA is informed and believes, and thereon alleges, that he was a victim of this scheme, and on January 20, 2010, underwent a surgical procedure, a spinal fusion surgery, involving the use of counterfeit hardware, without his knowledge or consent and as a by-product of the concerted fraudulent acts and omissions by Defendants, and each of them.

15. As a legal result of the concerted wrongful acts of each of the Defendants, Plaintiff GOLIA suffered the injuries and damages hereafter set forth.

II. OVERVIEW OF THE FRAUDULENT SCHEME

A. The Conspiratorial Scheme is Fueled By Kickbacks

16. Recognizing the potential for extremely lucrative reimbursements from workers' compensation carriers, Medi-Cal and/or private insurers, various hospitals entered into contracts with third-party "marketers" to refer or steer spinal fusion surgery candidates to their facility, largely due to provisions in California Labor Code section 5318, which afforded 100% reimbursement for the documented cost of implantable hardware.

17. These hospital marketers, including McGRATH, were paid illegal kickbacks as "referral fees" by the hospitals, in return for their delivery of spinal fusion candidates for surgery.

18. In addition, the hospitals paid kickbacks to chiropractors and medical doctors involved in MD/DC or "multidisciplinary" clinics, often operating as "sham" medical corporations, in exchange for the referral of potential surgical candidates in which implantable spinal hardware would be required.

19. In addition, surgeons, such as AKMAKJIAN were paid by the hospitals to refer their patients for spinal fusion surgeries, paying as much as \$15,000 per surgery as a kickback to the surgeon.

1 20. Unbeknownst to GOLIA and other similarly situated spinal fusion patients,
2 hospitals, seeking to submit illegally inflated bills to insurance companies, courted a wide spectrum
3 of health care providers through the use of illegal kickbacks to lure spinal fusion surgeries to their
4 hospitals.

5 21. On information and belief, PARKVIEW, paid AKMAKJIAN rebate, refund,
6 commission, preference, patronage dividend, discount, or other consideration, whether in the form
7 of money or otherwise, to perform surgeries at PARKVIEW as part of the larger scheme to defraud
8 insurance companies, knowing that AKMAKJIAN was designating and prescribing false,
9 fraudulent, counterfeit, non-FDA hardware in spinal fusion surgeries. PARKVIEW, nonetheless,
10 turned a blind-eye to the nature of the implantable hardware as part of the consideration paid to
11 AKMAKJIAN in getting him to perform surgery at PARKVIEW.

12 **B. Counterfeit Hardware Devices Become A By-Product Of The Kickback And**
13 **Overbilling Scheme**

14 22. Implantable fixation hardware is used in most spinal fusion surgeries

15 23. After the passage of California Labor Code section 5318 in approximately 2002,
16 hardware distributors began to dramatically increase the cost of implantable spinal hardware,
17 knowing that workers' compensation carriers in California were required to pay 100% of the
18 hospital's documented cost, plus \$250. By 2009, a pedicle screw that could be purchased for
19 between \$300 and \$500 wholesale would end up on a hospital bill priced at approximately
20 \$12,500. The profits made by manufacturers, distributors and hospitals soared.

21 24. Defendants SS, WILLIAMS, MSW, FIELDS, CROWDER and CROWDER MST
22 all engaged in acts reactive to the reimbursement scheme under Labor Code section 5318, by
23 illegally and fraudulently inflating the cost of the hardware, and starting in approximately 2007,
24 producing bogus, counterfeit, non-FDA hardware and passing it off as original, genuine product,
25 all to maximize profit. Thus, a conspiracy to defraud insurance companies led directly to the
26 creating of the fake implantable hardware, the seven foreign objects that AKMAKJIAN knowingly
27 implanted in GOLIA's spine.

28 25. This conspiracy to defraud insurance companies resulted in health insurers,

workers' compensation carriers and/or Medi-Cal being bilked out of hundreds of millions of dollars. It has also led to patients receiving non-FDA approved medical implants, foreign objects that do not meet performance or safety standards, and can cause harm to patients' health due to implant failure, loosening, lack of sterilization and/or biocompatibility.

C. Revelations Of The Depth Of The Scheme From The Drobot Indictment

26. The scope and depth of the scheme was publicly exposed recently on or about February 21, 2014, when MICHAEL D. DROBOT (hereafter "DROBOT"), the owner and operator of PACIFIC HOSPITAL OF LONG BEACH, pled guilty to his participation and orchestration of a conspiratorial scheme to defraud patients of his or her right to the delivery of honest medical services.

27. DROBOT admitted that between 1998 through November 2013, he recruited as members of a conspiracy, doctors, chiropractors and marketers, who received kickback payments as a means to induce them to perform surgeries at hospitals owned and/or controlled by DROBOT. Additionally, DROBOT utilized medical hardware for surgeries at PACIFIC HOSPITAL supplied by distributors with ties to DROBOT. DROBOT conceded that the purpose of the conspiracy, utilizing kickbacks, was to artificially increase the cost of the medical hardware as part of the resulting combined charge for spinal surgery and related medical services, delivered by the physician and hospital to the patient. The scheme was so wide in its reach that it included DROBOT agreeing to pay a stream of financial benefits to a California State Legislator in order to recruit his assistance in defeating legislation that would have eliminated a loophole in the law that threatened the continued existence of the scheme.

D. The Breadth Of The Conspiracy

28. The fraudulent scheme to which DROBOT confessed was not limited to the doctors, hospitals and/or suppliers of medical services and medical hardware at PACIFIC HOSPITAL OF LONG BEACH. Nor was the profiteering among the conspirators limited to payments of kickbacks and manipulation of grossly inflated patient billing for surgeries and related hardware. As alleged herein, the scheme at its worst and most despicable extreme involved the counterfeit manufacture and distribution of non-FDA approved medical hardware, including rods, screws

1 and/or cages implanted in patients during spinal surgeries without their knowledge or consent.

2 29. These counterfeit "medical devices" were manufactured at CROWDER MTS by
3 CROWDER whose facility had never obtained FDA approval to manufacturer such devices. The
4 devices manufactured at CROWDER's facility were "designed" to resemble authentic, FDA
5 approved devices from FDA qualified manufacturers of medical devices, and sold to Defendants
6 SS at a fraction of the cost of the FDA approved devices.

7 30. CROWDER, SS, WILLIAMS, FIELDS, MSW, McGRATH, C.I.O.S. and others
8 knowingly supplied the counterfeit medical hardware to a number of hospitals throughout
9 California, including PARKVIEW, through a number of prescribing physicians, including
10 AKMAKJIAN, to use in connection with spinal fusion surgeries, all for the financial gain of the
11 conspirators. Caught in the incestuous web of profiteering by these Defendant conspirators, were
12 unsuspecting individuals, including GOLIA, who, on information and belief, had seven of the
13 foreign objects surgically placed in his spine, notwithstanding that it was expressly or impliedly
14 represented to him that the hardware was FDA-approved. Furthermore, on information and belief,
15 PARKVIEW, based on the number of spinal fusion surgeries performed by AKMAKJIAN, knew
16 of should have known that the trays supplied by SS and WILLIAMS contained bogus, non-FDA
17 approved material, yet willingly accepted the material knowing that it would be implanted into the
18 body of PARKVIEW patient, all with a conscious disregard of the rights, health, safety and well-
19 being of the PARKVIEW patient, GOLIA. PARKVIEW, at all times herein relevant, was reckless
20 in its review and inspection of material provided by SS and turned a blind-eye to the entire
21 situation, knowing that it would make money by having AKMAKJIAN perform surgeries at its
22 facility.

23 31. At all times herein relevant, on information and belief, PARKVIEW knew or should
24 have known that AKMAKJIAN was causing non- FDA approved material to be used in spinal
25 fusion surgeries at PARKVIEW, including the bogus hardware that was listed as having been
26 implanted into the body of GOLIA, yet said absolutely nothing and, in fact, hid such knowledge
27 from GOLIA, in an effort that cover-up the activities of AKMAKJIAN, McGRATH, C.I.O.S., and
28 SS occurring on hospital premises. In doing so, PARVIEW made a calculation that it was more

1 important that it cover-up and conceal the activities of the Defendants as opposed to advising
2 patients for economic reasons. In doing so, PARKVIEW put its own financial interests ahead of
3 patient care and specifically ahead of the any concern of the health, safety and well-being of
4 GOLIA.

5 **III. JURISDICTION AND VENUE**

6 32. This Court has jurisdiction over the entire action because this is a civil action where
7 the matter in controversy, exclusive of interest and costs, exceeds the jurisdictional minimum of the
8 Court. The conspiracy to defraud insurance companies that led to the implantation of seven foreign
9 objects into the body of GOLIA at PARKVIEW occurred in or about the County of Los Angeles,
10 State of California.

11 33. Venue is proper in the County of Los Angeles because the events giving rise to
12 Plaintiff's claims and/or the injuries sustained by Plaintiff arise from an accident occurred in the
13 County of Los Angeles, State of California.

14 **IV. PARTIES**

15 **A. Plaintiffs**

16 34. Plaintiff GOLIA is an individual who resided in Riverside, County of Riverside,
17 California.

18 **B. Defendants**

19 **1. The Manufacturer and Distributor Defendants**

20 35. WILLIAMS is an individual residing in the State of California. At all times herein
21 relevant, he owned and operated SS. During the period relevant to this Complaint, he engaged in a
22 fraudulent scheme to manufacture and sell to hospitals, including PARKVIEW, counterfeit
23 "pedicle screw systems", cages and/or other metal hardware rods used in spinal fusion surgeries.
24 At all times herein relevant, WILLIAMS knowingly and unlawfully (a) inflated the price of its
25 spinal implant systems sold to hospitals; (b) engaged in a scheme to manufacture and/or utilize
26 counterfeit screws used in spinal fusion surgeries, (c) engaged in kickback schemes alleged herein;
27 and (d) caused insurance carriers, Medi-Cal and patients, to be billed at grossly inflated prices for
28 counterfeit medical devices used in spinal implant systems; and/or (e) billed insurance carriers for

1 spinal fusion surgeries that were not medically necessary.

2 36. CROWDER is an individual residing in the State of California. He is the owner and
3 operator of a machine shop doing business as CROWDER MST in Temecula, California. At the
4 behest of SS AND WILLIAMS, CROWDER knowingly manufactured non-FDA approved,
5 counterfeit pedicle screws, rods, cages and/or other medical implant devices to be used in spinal
6 fusion surgeries. CROWDER knowingly and unlawfully conspired to cause insurance carriers,
7 Medi-Cal and/or patients, to be billed at grossly inflated prices for counterfeit screws and rods used
8 in spinal fusion surgeries.

9 37. FIELDS was the Operations Manager of SS and is a resident of the State of
10 California. At all times herein relevant, FIELDS was directly involved in the manufacture of
11 counterfeit, non-FDA approved implantable hardware, controlled the inventory and records,
12 controlled the acquisition and distribution, and controlled the records that pertained to the sale of
13 the subject counterfeit hardware. In addition, FIELDS, along with WILLIAMS, MSW and others
14 willfully and intentionally engaged in spoliation of evidence, by hiding or destroying all records
15 that pertain to the origin or "provenance" of the implantable spinal hardware.

16 38. MSW was the wife of WILLIAMS and at all times herein relevant was a resident of
17 the State of California. MSW was directly involved in the billing for the counterfeit hardware and
18 handled the accounts receivable and accounts payable at SS. In addition, MSW was in possession
19 of all of the invoices submitted to SS by CROWDER and/or CROWDER MST for the production
20 of the counterfeit implantable spinal hardware.

21 2. The Hospital Defendant

22 39. PARKVIEW is a business, form unknown, in the City of Riverside, County of
23 Riverside, State of California.

24 3. The Marketer Defendants

25 40. McGRATH is an individual residing in the State of California.

26 4. The Doctor Defendants

27 41. AKMAKJIAN is a spinal surgeon performing surgeries in the Southern California
28 region, including patients in Los Angeles, California. His principal place of business is the City of

1 Riverside, County of Riverside, State of California. AKMAKJIAN owns and operates ASGOC,
2 which has a principal place of business in the City of Riverside, County of Riverside, State of
3 California.

4 **C. DOE Defendants**

5 42. The true names and capacities, whether individual, corporate, associate or
6 otherwise, of Defendants DOES 1 through 500, inclusive, and each of them, are currently unknown
7 to Plaintiff who therefore sues such defendants by such fictitious names and capacities. Plaintiff is
8 informed and believes, and thereupon alleges, that each factitiously named Defendant, whether
9 acting for itself or as an agent, corporation, association, or otherwise, is liable herein. While at this
10 time Plaintiff is unaware of the true names and capacities of the DOE Defendants, Plaintiff will
11 amend this complaint to show the true names of each when then same has been ascertained.

12 43. Plaintiff is informed and believes and thereupon alleges that at all times relevant
13 hereto Defendants were the agents, employees, supervisors, servants and joint venturers of each of
14 the remaining Defendants, and in doing things hereafter alleged, were acting within the course,
15 scope and authority of such agency, employment and joint venture and with the consent and
16 permission of each of the other Defendants and DOES 1 through 500, inclusive. All actions of
17 each Defendant alleged herein were ratified and approved by the officers, managing agents,
18 employees, and/or servants, master or employers of every other Defendant and DOES 1 through
19 500.

20 44. Plaintiff is informed and believes, and thereupon alleges, that Defendants and each
21 of the DOE Defendants are in some manner, responsible for the events and happenings herein set
22 forth and proximately caused injury and damages to the Plaintiff as herein alleged.

23 **V. AGENCY AND CONCERT OF ACTION**

24 45. At all times herein mentioned, Defendants, and each of them, hereinabove, were the
25 agents, servants, employees, partners, aiders and abettors, co-conspirators, and/or joint venturers of
26 each of the other Defendants named herein and were at all times operating and acting within the
27 purpose and scope of said agency, service, employment, partnership, enterprise, conspiracy, and/or
28 joint venture, and each Defendant has ratified and approved the acts of each of the remaining

1 Defendants. Each of the Defendants aided and abetted, encouraged, and rendered substantial
2 assistance to the other Defendants in breaching their obligations to Plaintiffs, as alleged herein. In
3 taking action to aid and abet and substantially assist the commission of these wrongful acts and
4 other wrongdoings complained of, as alleged herein, each of the Defendants acted with an
5 awareness of his/her/its primary wrongdoing and realized that his/her/its conduct would
6 substantially assist the accomplishment of the wrongful conduct, wrongful goals, and wrongdoing.

7 **VI. CAUSES OF ACTION**

8 **FIRST CAUSE OF ACTION**

9 **(Against All Defendants)**
10 **(Battery)**

11 46. Plaintiff incorporates herein by reference and realleges all of the allegations stated
12 in this Complaint.

13 47. Due to the conspiracy to defraud insurance carriers, as alleged herein, and the
14 concerted wrongful acts of Defendants, and each of them, Plaintiff consented to what he believed
15 was a spinal fusion surgery using FDA- approved implantable spinal hardware.

16 48. On or about January 20, 2010, AKMAKJIAN performed a spinal fusion surgery on
17 Plaintiff at PARKVIEW using counterfeit, non-FDA approved, and defective spinal hardware,
18 knowing that Plaintiff objected and did not consent to surgery with foreign, non-FDA approved
19 hardware. As herein alleged, AKMAKJIAN implanted seven foreign objects into GOLIA's body
20 on the basis that he was being paid a kickback to use the foreign objects in lieu of FDA-approved
21 spinal hardware.

22 49. Defendants, and each of them, acting individually and/or in concert as hereinabove
23 set forth, knew and/or acted with a wilful disregard of Plaintiff's rights with regard to the
24 manufacture, supply, distribution, and/or implantation of surgical hardware as part of the surgery
25 performed on Plaintiff.

26 50. As a means of furthering their own independent economic interest in the continuing
27 flow of profits, kickbacks, and/or other financial rewards, Defendants, and each of them, acted with
28 a conscious disregard for the source of manufacture and/or supply of medical hardware from their
co-defendants, with the knowledge that devices would be used in surgical procedures on patients.

1 Due to conflicts of interest in receiving kickbacks from their co-defendant suppliers of medical
2 hardware, co-defendant hospital and doctors willfully disregarded any inquiry into whether their
3 co-defendant suppliers were approved by the FDA to distribute the medical hardware used in
4 Plaintiff's surgery.

5 51. Defendants, individually and/or in concert, intentionally, unlawfully, harmfully,
6 unreasonably, and/or offensively performed the spinal fusion surgery without obtaining Plaintiff's
7 informed consent that non-FDA approved medical devices were used in connection with his/her
8 surgery and for the purposes of Defendants' financial gain.

9 52. As a result of the use non-FDA approved spinal implant hardware, Plaintiff was,
10 and continues to be, harmed by the presence of foreign objects in his body, including cages that are
11 now part of a spinal fusion. On information and belief, the counterfeit hardware which has a
12 substantial likelihood of failure, places Plaintiff's life at risk, and may subject Plaintiff to further
13 surgeries to replace the counterfeit hardware.

14 53. As a direct and legal cause of the acts and omissions of Defendants, and each of
15 them, Plaintiff was hurt in his/her health, strength, and activity, and sustained bodily injuries, as
16 described herein, which have cause, and continue to cause Plaintiff great physical and severe
17 emotional pain, distress, and suffering, in an amount according to proof.

18 54. By reason of Defendants' wrongful conduct, Plaintiff was required to and continues
19 to employ physicians and other health care providers to examine, treat and care for her injuries
20 and/or to remove or replace the counterfeit, non-FDA spinal implant hardware. Plaintiff has
21 incurred, and will continue to incur, medical and incidental expenses for such examination,
22 treatment, rehabilitation and care in an amount according to proof.

23 55. By further reason of the incident, Plaintiff has suffered a loss of income and/or a
24 loss of earning capacity in an amount according to proof.

25 56. In doing the wrongful and intentional acts as herein alleged, Defendants acted with
26 oppression, fraud and malice and with conscious and willful disregard for the health, safety and
27 general welfare and rights of Plaintiff. Such action was despicable, shocking and offensive and
28 entitles the Plaintiff to an award of punitive damages against Defendants in an amount to be

1 determined at trial.

2 **SECOND CAUSE OF ACTION**

3 **(Against All Defendants)**

4 **(Fraud – Concealment)**

5 57. Plaintiff incorporates herein by reference and rellages all of the allegations stated in
6 this Complaint.

7 58. Defendants, and each of them, had fiduciary duties to and/or confidential
8 relationships with Plaintiff in which Defendants had a duty to disclose material facts to Plaintiff
9 relevant to his/her spinal fusion surgery, including that AKMAKJIAN implanted seven foreign
10 objects in his body, that the implanted hardware was counterfeit, non-FDA approved.

11 59. Only Defendants, and each of them, had knowledge and or access to knowledge of
12 the true source and/or FDA status of the surgical hardware.

13 60. Blinded by their own independent economic interests, Defendants, and each of
14 them, intentionally and/or in reckless disregard for the truth concealed, suppressed and/or failed to
15 disclose material facts relevant to the spinal hardware with the intent to deceive and influence the
16 actions of Plaintiff.

17 61. Defendants, and each of them, knew that patients would not and/or could not inspect
18 the hardware to ensure that the hardware was safe and FDA approved. Defendants orally, in
19 writing, and/or by implication led Plaintiff to believe that the medical devices met with FDA
20 approval and/or were safe for spinal fusions.

21 62. Plaintiff reasonably relied on Defendants' deception in which Defendants concealed
22 the manufacture and supply of counterfeit hardware which Defendants, and each of them, knew
23 would be implanted in patients by co-defendants. At the time Plaintiff acted in reliance on
24 Defendants' misrepresentations, Plaintiff was unaware of the facts Defendants concealed,
25 suppressed, and/or failed to disclose and would not have consented to surgery if he/she had known
26 the true facts.

27 63. Due to Defendants' individual and/or concerted concealment of material
28 information, Plaintiff consented to what he/she believed was a spinal fusion surgery using FDA
approved medical hardware.

1 64. As a direct and legal cause of Defendants' concealment, Plaintiff suffered, and
2 continues to suffer, the injuries and damages hereinabove set forth.

3 **THIRD CAUSE OF ACTION**
4 **(Against All Defendants)**
5 **(Fraud – Intentional Misrepresentation)**

6 65. Plaintiff incorporates herein by reference and rellages all of the allegations stated in
7 this Complaint.

8 66. In furtherance of Defendants' individual economic interests, Defendants, and each
9 of them, intentionally and/or in reckless disregard for the truth represented to Plaintiff orally, in
10 writing, and/or by implication that the spinal fusion hardware met with FDA approval and was safe
11 for spinal fusion surgery.

12 67. In order to maximize their flow of profits, kickbacks, and/or other financial rewards,
13 Defendants, and each of them, represented the true source and/or FDA status of the hardware to
14 Plaintiff with the intent to deceive and induce Plaintiff to consent to surgery.

15 68. As a direct and legal cause of Defendants' misrepresentations, Plaintiff suffered,
16 and continues to suffer, the injuries and damages hereinabove set forth.

17 **FOURTH CAUSE OF ACTION**
18 **(Against All Defendants)**
19 **(Breach of Fiduciary Duty)**

20 69. Plaintiff incorporates herein by reference and realleges all of the allegations stated
21 in this Complaint.

22 70. Defendants, as medical device providers, practitioners, healthcare providers, and
23 surgeons, owed a duty to exercise and possess the degree of skill and care in the prognosis and
24 treatment of Plaintiff, including the performance of surgery and manufacture of medical devices,
25 ordinarily exercised by the average qualified medical device provider, practitioner, healthcare
26 provider, and/or surgeon.

27 71. In furtherance of Defendants' individual and/or concerted efforts to maximize
28 profits, kickbacks, and/or other financial rewards, Defendants breached and/or encouraged, aided,
and/or assisted in breaching the fiduciary duty owed to Plaintiff by failing to advise Plaintiff of the
use of counterfeit, non-FDA approved spinal hardware and by failing to act as a reasonably careful

1 physician, medical provider, supplier, and/or manufacturer of medical hardware.

2 72. As a direct and legal cause of Defendants' conspiracy to breach the fiduciary duties
3 owed to Plaintiff, Plaintiff suffered, and continues to suffer, the injuries and damages hereinabove
4 set forth.

5 **FIFTH CAUSE OF ACTION**
6 **(Against All Defendants)**
7 **(Strict Products Liability)**

8 73. Plaintiff incorporates herein by reference and realleges all of the allegations stated
9 in this Complaint.

10 74. Defendants, and each of them, acted individually and/or in concert to illegally
11 increase profits, kickbacks, and/or financial payments from spinal fusion surgeries by
12 manufacturing, distributing, selling, and/or implanting counterfeit, non-FDA approved spinal
13 hardware.

14 75. The counterfeit spinal implant hardware, which was not FDA tested, and/or
15 approved, contained a manufacturing defect when it left Defendants' possession, was defectively
16 designed so as not to perform as safely as an ordinary consumer would have expected FDA
17 approved hardware to perform, and had potential risks that were known and/or knowable to
18 Defendants at the time of the manufacture, distribution, sale, and/or use that presented a substantial
19 danger to patients when used in an intended or reasonably foreseeable way.

20 76. As a direct and legal result of these wrongful acts or omissions of Defendants,
21 Plaintiff suffered, and continues to suffer, the injuries and damages hereinabove set forth.

22 **SIXTH CAUSE OF ACTION**
23 **(Against All Defendants)**
24 **(Breach of Express Warranty)**

25 77. Plaintiff incorporates herein by reference and realleges all of the allegations stated
26 in this Complaint.

27 78. In order to maximize Defendants' independent financial rewards, Defendants, and
28 each of them, represented orally, in writing, and/or by implication to Plaintiff that the spinal
implant hardware used in Plaintiff's spinal fusion surgery would be FDA approved hardware when
in fact the surgical implant hardware utilized in Plaintiff's surgery was non-FDA approved surgical

1 hardware and was not of the same quality as FDA approved surgical hardware.

2 79. As a direct and legal result of these wrongful acts or omissions of Defendants,
3 Plaintiff suffered, and continues to suffer, the injuries and damages hereinabove set forth.

4 **SEVENTH CAUSE OF ACTION**
5 **(Against All Defendants)**
6 **(Breach of Implied Warranty)**

7 80. Plaintiff incorporates herein by reference and realleges all of the allegations stated
8 in this Complaint.

9 81. Plaintiff reasonably relied on the skill and judgment of Defendants, and as such their
10 implied warranty, in undergoing spinal fusion surgery with surgical implant hardware
11 manufactured, designed, sold, selected, and/or implanted by Defendants, and each of them.

12 82. As a direct and legal result of these wrongful acts or omissions of Defendants,
13 Plaintiff suffered, and continues to suffer, the injuries and damages hereinabove set forth.

14 **EIGHTH CAUSE OF ACTION**
15 **(Against All Defendants)**
16 **(Medical Monitoring)**

17 83. Plaintiff incorporates herein by reference and realleges all of the allegations stated
18 in this Complaint.

19 84. Defendants, and each of them, manufactured, sold, supplied, and/or implanted
20 counterfeit, non-FDA approved spinal hardware into patients from approximately 2007 through
21 2013. Such patients are at risk of suffering adverse health effects and/or premature failure of those
22 counterfeit, non-FDA approved medical devices.

23 85. Plaintiff is similarly situated as a patient of AKMAKJIAN who received surgery at
24 PARKVIEW and firmly believes that the above described deceitful and fraudulent scheme resulted
25 in a pattern and practice of implanting counterfeit, non-FDA approved surgical hardware.

26 86. Due to Defendants' fraudulent scheme and concealment of information of which
27 patients received counterfeit devices in their surgeries, Plaintiff will require reasonable future
28 monitoring to determine if Plaintiff has been exposed to health risks and/or premature failure of
hardware as a result.

///

1 **NINTH CAUSE OF ACTION**

2 (Against All Defendants)

3 (Constructive Trust)

4 87. Plaintiff incorporates herein by reference and realleges all of the allegations stated
5 in this Complaint.

6 88. In the name of personal and corporate wealth, Defendants' individual and/or
7 concerted actions resulted in a pattern and practice of promoting, prescribing, and/or performing
8 unnecessary spinal surgeries from 2008 to November 2013 using counterfeit hardware in a
9 conscious and reckless disregard for the health and safety of Plaintiff and other patients.

10 89. As a result of Defendants' fraudulent conduct and unjust enrichment, Plaintiff
11 requests the imposition of a constructive trust created with the profits, plus interest, earned by
12 Defendants as a result of the conspiracy. The constructive trust will support the medical care and
13 treatment of Plaintiff and similarly situated patients.

14 **TENTH CAUSE OF ACTION**

15 (Against All Defendants)

16 (Unjust Enrichment)

17 90. Plaintiff incorporates herein by reference and realleges all of the allegations stated
18 in this Complaint.

19 91. As a result of their continuous and systematic misrepresentations and failure to
20 disclose the above described conspiracy, Defendants were unjustly enriched.

21 92. Defendants knew, or should have known, of the benefit they were receiving due to
22 their misrepresentations and failure to disclose, and enjoyed the benefit of increased financial
23 gains, to the detriment of Plaintiff, who paid for a surgery that was prescribed in order to increase
24 Defendants' financial gains and who paid a higher price for a product of lower value. It would be
25 inequitable and unjust for Defendants to retain these unlawfully obtained profits.

26 93. Plaintiff seeks an order establishing Defendants as constructive trustees of the
27 profits unjustly obtained, plus interest.

28 **ELEVENTH CAUSE OF ACTION**

(Against All Defendants)

(Intentional Infliction of Emotional Distress)

94. Plaintiff incorporates herein by reference and realleges all of the allegations stated

1 in this Complaint.

2 95. The actions of Defendants, and each of them, as described hereinabove, were
3 outrageous and abused Defendants' positions of authority and/or power over Plaintiff.

4 96. Defendants, and each of them, intended to cause severe, emotional distress, and/or
5 acted in conscious disregard of the probability that Plaintiff would suffer emotional distress.

6 97. As a direct and legal result of these wrongful acts or omissions of Defendants,
7 Plaintiff suffered, and continues to suffer, the injuries and damages hereinabove set forth, including
8 but not limited to severe emotional distress.

9 **TWELTH CAUSE OF ACTION**
10 **(Against All Defendants)**
11 **(Negligent Infliction of Emotional Distress)**

12 98. Plaintiff incorporates herein by reference and realleges all of the allegations stated
13 in this Complaint.

14 99. Defendants breached the duties owed to Plaintiff by implanting counterfeit, non-
15 FDA approved spinal hardware in Plaintiff in furtherance of Defendants' personal and/or corporate
16 financial gains.

17 100. As a direct and legal result of these wrongful acts or omissions of Defendants,
18 Plaintiff suffered, and continues to suffer, the injuries and damages hereinabove set forth.

19 **THIRTEEN CAUSE OF ACTION**
20 **(Against All Defendants)**
21 **(Negligence)**

22 101. Plaintiff incorporates herein by reference and realleges all of the allegations stated
23 in this Complaint.

24 102. At all times herein mentioned, Defendants, individually and in concert, acted
25 carelessly, negligently, recklessly, and/or unlawfully in respect to the acts hereinabove set forth.

26 103. As a direct and legal result of these wrongful acts or omissions of Defendants,
27 Plaintiff suffered, and continues to suffer, the injuries and damages hereinabove set forth.

28 **VII. PRAYER FOR RELIEF**


WHEREFORE, Plaintiff prays for relief and judgment against Defendants as follows:

1. For compensatory and general damages according to proof;

2. For past and future medical and incidental expenses according to proof;
3. For past and future loss of earnings and earning capacity according to proof;
4. For an order for restitution and/or restitutionary disgorgement of profits wrongfully obtained by Defendants;
5. For punitive damages to deter and make an example of Defendants;
6. For attorney fees and expert/consultant fees under existing law;
7. For pre-judgment and post-judgment interest as permitted by law;
8. For costs of suit incurred herein; and
9. For such other and further relief as the Court deems just and proper.

Dated: June 13, 2014

KNOX RICKSEN LLP

By: 
THOMAS E. FRAYSSE
Attorneys for Plaintiff

VIII. JURY DEMAND

Plaintiff demands trial by jury on all issues so triable.

Dated: June 13, 2014

KNOX RICKSEN LLP

By: 
THOMAS E. FRAYSSE
Attorneys for Plaintiff

| | |
|--|---|
| ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Thomas E. Fraysse, Esq. (Bar # 104436) Richard A. DiCorrado, Esq. (Bar # 119056) KNOX RICKSEN LLP 300 S. Grand Ave., Suite 3900, Los Angeles, CA 90017 TELEPHONE NO.: (213) 281-9171 FAX NO.: (213) 281-9177 ATTORNEY FOR (Name): Plaintiff, Arthur J. Golia | FOR COURT USE ONLY <div style="font-size: 1.5em; font-weight: bold;">FILED</div> Superior Court of California County of Los Angeles <div style="font-size: 1.2em;">JUN 13 2014</div> Sherri R. Carter, Executive Officer/Clerk By <u>Cristina Grijalva</u> Deputy Cristina Grijalva |
| SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES STREET ADDRESS: 111 North Hill Street MAILING ADDRESS: CITY AND ZIP CODE: Los Angeles 90112 BRANCH NAME: Central District - Stanley Mosk Courthouse | |
| CASE NAME: <div style="text-align: center; font-weight: bold;">Golia v. Akmakjian, et al.</div> | |
| CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) <input type="checkbox"/> Limited (Amount demanded is \$25,000 or less) | Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402) |
| CASE NUMBER: <div style="font-size: 1.5em; font-weight: bold;">BC 548729</div> 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: | | |
| Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) Non-PI/PD/WD (Other) Tort <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input checked="" type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) Employment <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15) | Contract <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39) | Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <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): 13 - battery, fraud, breaches of fiduciary duty, warranty,
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: June 13, 2014

Thomas E. Fraysse

(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.

Page 1 of 2

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

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:

Golia v. Akmakjian, et al.

CASE NUMBER

BC548729

**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 20 ☐ 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)

- | | |
|--|--|
| 1. Class actions must be filed in the Stanley Mosk Courthouse, central district. | 6. Location of property or permanently garaged vehicle. |
| 2. May be filed in central (other county, or no bodily injury/property damage). | 7. Location where petitioner resides. |
| 3. Location where cause of action arose. | 8. Location wherein defendant/respondent functions wholly. |
| 4. Location where bodily injury, death or damage occurred. | 9. Location where one or more of the parties reside. |
| 5. Location where performance required or defendant resides. | 10. Location of Labor Commissioner Office |

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

Auto
Tort

Other Personal Injury/Property
Damage/Wrongful Death Tort

| A Civil Case Cover Sheet Category No. | B Type of Action (Check only one) | C Applicable Reasons See Step 3 Above |
|---|---|--|
| 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. |
| 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: Golia v. Akmakjian, et al. | CASE NUMBER |
|--|-------------|

| | A Civil Case Cover Sheet Category No. | B Type of Action (Check only one) | C Applicable Reasons - See Step 3 Above |
|--|--|---|--|
| Non-Personal Injury/ Property Damage/ Wrongful Death Tort | 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 checked="" type="checkbox"/> A6013 Fraud (no contract) | 1., 2., 3. |
| | Professional Negligence (25) | <input type="checkbox"/> A6017 Legal Malpractice <input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal) | 1., 2., 3. 1., 2., 3. |
| | Other (35) | <input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort | 2., 3. |
| Employment | Wrongful Termination (36) | <input type="checkbox"/> A6037 Wrongful Termination | 1., 2., 3. |
| | Other Employment (15) | <input type="checkbox"/> A6024 Other Employment Complaint Case <input type="checkbox"/> A6109 Labor Commissioner Appeals | 1., 2., 3. 10. |
| Contract | Breach of Contract/ Warranty (06) (not insurance) | <input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction) <input type="checkbox"/> A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence) <input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud) <input type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence) | 2., 5. 2., 5. 1., 2., 5. 1., 2., 5. |
| | Collections (09) | <input type="checkbox"/> A6002 Collections Case-Seller Plaintiff <input type="checkbox"/> A6012 Other Promissory Note/Collections Case | 2., 5., 6. 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 <input type="checkbox"/> A6031 Tortious Interference <input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence) | 1., 2., 3., 5. 1., 2., 3., 5. 1., 2., 3., 8. |
| | Eminent Domain/Inverse Condemnation (14) | <input type="checkbox"/> A7300 Eminent Domain/Condemnation Number of parcels_____ | 2. |
| Real Property | Wrongful Eviction (33) | <input type="checkbox"/> A6023 Wrongful Eviction Case | 2., 6. |
| | Other Real Property (26) | <input type="checkbox"/> A6018 Mortgage Foreclosure <input type="checkbox"/> A6032 Quiet Title <input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure) | 2., 6. 2., 6. 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 | 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: Golia v. Akmakjian, et al. | CASE NUMBER |
|--|-------------|

| | A Civil Case Cover Sheet Category No. | B Type of Action (Check only one) | C Applicable Reasons - See Step 3 Above |
|---|--|--|--|
| Judicial Review | 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. |
| Provisionally Complex Litigation | 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. |
| Enforcement of Judgment | 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. |

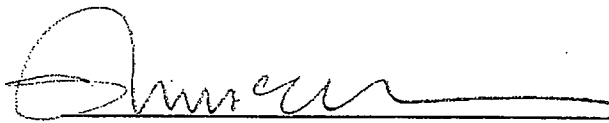
| | |
|--|-------------|
| SHORT TITLE: Golia v. Akmakjian, et al. | CASE NUMBER |
|--|-------------|

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.

| | | | |
|---|--------|--------------------|----------|
| REASON: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected for this case. <input type="checkbox"/> 1. <input checked="" type="checkbox"/> 2. <input 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: |
| CITY: | STATE: | ZIP CODE: 90071 | |

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 Central 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: June 13, 2014


(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.

06/13/2014