

Assigned for all purposes to: Spring Street Courthouse, Judicial Officer: Edward Moreton

1 Benjamin T. Ikuta, Esq. (SBN: 260878)
2 Michelle Buxton Hemesath, Esq. (SBN: 286168)
3 HODES MILMAN, LLP
4 9210 Irvine Center Drive
5 Irvine, CA 92618
6 Tel: (949) 640-8222
7 Fax: (949) 336-8114
8 bikuta@hodesmilman.com
9 mhemesath@hodesmilman.com

10 Attorneys for Plaintiffs

11 SUPERIOR COURT OF THE STATE OF CALIFORNIA
12 FOR THE COUNTY OF LOS ANGELES, CENTRAL DISTRICT (SPRING STREET)

13 KELSEY WRIGHT, an individual; MICHAEL
14 SOMERVELL, an individual; LESA FOUTHER,
15 an individual; and KIMBERLY GORDON, an
16 individual,

17 Plaintiffs,

18 v.

19 REZA RAY EHSAN, M.D.; REZA RAY EHSAN
20 M.D., INC.; a California corporation, SUPERIOR
21 MULTISPECIALTY WEST LA URGENT CARE,
22 a business entity; TALATU OYEFESO, P.A.-C.,
23 an individual; THOMAS DOSUMU-JOHNSON,
24 M.D., an individual; ALLEN OZERAN, D.O., an
25 individual; and DOES 1 through 50, Inclusive,

26 Defendants.

CASE NO: 21STCV12607

[UNLIMITED CIVIL]

COMPLAINT FOR DAMAGES

1. Intentional Misrepresentation
2. Negligent Misrepresentation
3. Fraudulent Concealment
4. Medical Malpractice
5. Negligence Per Se
6. Violations of Business Code Section 17200
7. Loss of Consortium
8. Sexual Battery

(DEMAND FOR JURY TRIAL)

27 Plaintiffs KELSEY WRIGHT, MICHAEL SOMERVELL, LESA FOUTHER, and KIMBERLY
28 GORDON allege and complain as follows:

GENERAL ALLEGATIONS

1. This case is about a doctor illegally dispensing medications based on fabricated diagnoses to multiple patients solely to make money. Time and time again, REZA RAY EHSAN, M.D. (“EHSAN”)

1 violated the hypocritic oath, putting profits above the wellbeing and safety of his patients. EHSAN
2 repeatedly and consistently falsified health conditions and medical records to justify excessive and
3 unneeded medication for his patients. He would require that his patients buy their medication by paying
4 cash directly to him, pocketing over a million dollars in the process. EHSAN intentionally and carelessly
5 prescribed that excessive medication, including Hydrocodone and other narcotic pain medication, in order
6 to create an addiction, which would then guarantee future payments to EHSAN. He even had an ATM
7 set up in his office so that his patients would pay him in cash, which would not leave a paper-trail.
8 Plaintiffs are informed and believe, and thereupon allege, that EHSAN would deposit the cash obtained
9 through his criminal activity in bank accounts under names of relatives. In violation of state law, EHSAN
10 would not report to CURES (California’s prescription monitoring program), the drugs that he dispensed
11 to his patients as he knew that accurately reporting the excessive medication would be flagged by the
12 California Department of Justice.

13 2. At all times during the events alleged herein, EHSAN, Defendant THOMAS DOSUMU-
14 JOHNSON, M.D. (hereinafter “Defendant JOHNSON”), ALLEN OZERAN, D.O., and DOES 1 through
15 5, were physicians duly licensed to practice medicine in California, and each of them held himself or
16 herself out to possess that degree of skill, ability, and learning common to prudent practitioners practicing
17 medicine in California.

18 3. At all times during the events alleged herein Defendant, REZA RAY EHSAN M.D., INC.
19 was a California corporation with the principal place of business located at 24321 Dry Canyon Cold Creek,
20 Rd., Calabasas, CA 91302. REZA RAY EHSAN M.D., INC. is registered with the State of California to
21 conduct business as a medical clinic.

22 4. At all times during the events alleged herein Defendant, SUPERIOR MULTISPECIALTY
23 WEST LA URGENT CARE was a medical practice group providing urgent care and other medical care
24 services at 11600 Venice Blvd., Los Angeles, CA 90056 (“the subject clinic”).

25 5. At all times during the events alleged herein, Defendant TALATU OYEFESO, P.A.-C.,
26 and DOES 6 through 10, were physician assistants duly licensed to practice medicine in California, and
27 each of them held herself or himself out to possess that degree of skill, ability and learning common to
28 prudent physician assistants practicing medicine in California.

1 6. Plaintiffs are informed and believe, and on such information and belief allege that on or
2 about February 15, 2019, EHSAN was indicted in the United States District Court for the Central District
3 of California. The first count of the indictment was for violation of 21 U.S.C. §§ 841(a)(1), (b)(1)(E).
4 Specifically, “[o]n or about December 18, 2018, in Los Angeles County... [EHSAN] then a physician
5 licensed to practice medicine in the State of California, while acting and intending to act outside the usual
6 course of professional practice and without a legitimate medical purpose, knowingly and intentionally
7 distributed buprenorphine [Suboxone], a Schedule III narcotic drug controlled substance.”

8 7. Plaintiffs are informed and believe, and on such information and belief allege that the
9 second count of the indictment against EHSAN was for a second violation of 21 U.S.C. §§ 841(a)(1),
10 (b)(1)(E). Specifically, “[o]n or about January 25, 2019... [EHSAN] then a physician licensed to practice
11 medicine in the State of California, while acting and intending to act outside the usual course of
12 professional practice and without a legitimate medical purpose, knowingly and intentionally distributed
13 buprenorphine [Suboxone], a Schedule III narcotic drug controlled substance.”

14 8. Plaintiffs are informed and believe, and on such information and belief allege that the third
15 count of the indictment against EHSAN was for a violation of 21 U.S.C. §§ 841(a)(1), (b)(2). Specifically,
16 “[o]n or about December 14, 2018... [EHSAN] then a physician licensed to practice medicine in the State
17 of California, while acting and intending to act outside the usual course of professional practice and
18 without a legitimate medical purpose, knowingly and intentionally distributed diazepam [Valium], a
19 Schedule IV controlled substance.”

20 9. Plaintiffs are informed and believe, and on such information and belief allege that the
21 fourth count of the indictment against EHSAN was for a violation of 21 U.S.C. §§ 841(a)(1), (b)(1)(C).
22 Specifically, “[o]n or about January 25, 2019... [EHSAN] then a physician licensed to practice medicine
23 in the State of California, while acting and intending to act outside the usual course of professional practice
24 and without a legitimate medical purpose, knowingly and intentionally distributed amphetamine salts
25 [Adderall], a Schedule II controlled substance.”

26 10. Plaintiffs are informed and believe, and on such information and belief allege that counts
27 five through eighteen in the indictment against EHSAN were for violations of 31 U.S.C. §§ 5324(a)(3)
28 and 18 U.S.C. § 2(b). Specifically, between March 20, 2014 and June 1, 2017, EHSAN made cash deposits

1 totaling \$430,770 into his various Wells Fargo bank accounts.

2 11. Plaintiffs are informed and believe, and on such information and belief allege that EHSAN
3 ordered more than 650,000 pills of hydrocodone, maximum strength, which he did not report to the State
4 of California.

5 12. Plaintiffs are informed and believe, and on such information and belief allege that since
6 2013, EHSAN ordered more than 54,000 doses of Schedule II amphetamines, 1,122,470 doses of
7 Suboxone (Schedule III narcotic), and 12,300 pills of Schedule III narcotic codeine.

8 13. Plaintiffs are informed and believe, and on such information and belief allege that EHSAN
9 received more than \$1,000,000 in cash proceeds which he laundered through a blatant pattern of currency
10 structuring.

11 14. At all relevant times herein, Defendants had one to two operational ATM machines in the
12 subject clinic. Plaintiffs used Defendants' ATM machines and incurred ATM processing fees to withdraw
13 cash from the ATM machines to pay for the medications furnished by Defendants.

14 15. Plaintiffs are informed and believe, and on such information and belief allege that during
15 the recorded undercover agent buys in 2018 and 2019, EHSAN informed the undercover agents that he
16 was aware that law enforcement was cracking down on hydrocodone so he provided the other drugs
17 requested by the agents without any legitimate medical basis.

18 16. Plaintiffs are informed and believe, and on such information and belief allege that EHSAN
19 informed the undercover agent, "I'm a pain management doctor, that's what I do, day in and day out."

20 17. Plaintiffs are informed and believe, and on such information and belief allege that an
21 independent medical expert, Dr. Timothy Munzing, reviewed EHSAN's handling of controlled drugs. Dr.
22 Munzing issued a report that identified multiple red flags throughout EHSAN's practice. Dr. Munzing
23 provided a list of areas of concern relative to EHSAN's prescribing patterns as follows:

- 24 a. Very large numbers (hundreds of thousands of Schedule II dosage units) of controlled
25 substances obtained by EHSAN which are unaccounted for.
- 26 b. Frequently multiple dangerous prescriptions prescribed concurrently.
- 27 c. Combinations of opioid and benzodiazepine medications – despite 2016 warnings by the
28 Centers for Disease Control (CDC) and the Federal Drug Administration (FDA).

1 Combining benzodiazepines to an opioid increases the risk of overdose and death.

2 d. The age distribution of the prescriptions shows that 32% of the controlled prescriptions
3 were prescribed to patients under the age of 40. This is a red flag for abuse/diversion.

4 e. Many of the fifteen patients (Dr. Munzing chose fifteen patients for whom the prescribing
5 patterns were suspicious) selected multiple payer types – a potential red flag for
6 abuse/diversion.

7 f. Many of the fifteen patients selected utilized multiple pharmacies – a potential red flag for
8 abuse/diversion.

9 18. Plaintiffs are informed and believe, and on such information and belief allege that Dr.
10 Munzing reviewed video recordings of two undercover visits with EHSAN and medical records from
11 EHSAN's office which were obtained through a search warrant. After review of these materials, Dr.
12 Munzing issued a supplemental report regarding his findings. Specifically, Dr. Munzing opined that
13 EHSAN's engaged in multiple extreme departments from the standard of care. Dr. Munzing found that:

14 a. The care provided by EHSAN was “dangerous and reckless and puts the patient at risk
15 for harm”.

16 b. “EHSAN's actions are much closer to that of an illegal drug dealer than that of a
17 physician, and the patient visits are a sham”.

18 c. “EHSAN provides prescriptions for dangerous drugs based on minimal or no history.
19 He does minimal examination, with no exam of any area of potential soreness. EHSAN
20 ignore[d] high blood pressure on both visits.”

21 d. ESHAN allowed for the patient to request Adderall and prescribed said medication
22 without an evaluation.

23 e. Suboxone is typically used for substance use disorder and less often for pain.
24 Additional DEA licensing is required to use Suboxone for substance use disorder.
25 When used for pain, alternate safer treatments must be considered when appropriate
26 such as acetaminophen, non-steroidal anti-inflammatories, heat, ice, altering the
27 soreness etiology, and use of salves. None of these were attempted by Defendant
28 EHSAN.

1 f. Many of the comments by EHSAN to the undercover agent were not truthful.

2 19. Plaintiffs are informed and believe, and on such information and belief allege that EHSAN
3 does not have any specialization or board certification in psychiatric care. Despite this, EHSAN was
4 selling psychiatric medications such as benzodiazepines and the Schedule II stimulant Adderall.

5 20. EHSAN's patterns and practice of fraudulent behavior and substandard care and treatment
6 with the motive and intent to maximize profits with numerous patients were common amongst many of
7 EHSAN's patients. EHSAN engaged in extremely similar wrongdoing toward Plaintiffs, engaging in the
8 over prescribing of controlled substances to maximize profits while at the same time failing to examine,
9 evaluate and diagnose Plaintiffs' medical conditions.

10 21. Plaintiffs are informed and believe, and on such information and belief allege that at all
11 relevant times herein, Defendants EHSAN, JOHNSON, OZERAN and OYEFESO were employees and/or
12 agents of Defendant REZA RAY EHSAN M.D., INC.

13 22. Plaintiffs are informed and believe, and on such information and belief allege that at all
14 relevant times herein, Defendants EHSAN, JOHNSON, OZERAN and OYEFESO were employees and/or
15 agents of Defendant SUPERIOR MULTISPECIALTY WEST LA URGENT CARE.

16 23. At the times during the events alleged herein, defendants DOES 11 through 15, and each
17 of them, were corporate owners and/or officers, partners, and/or owners of one or more business
18 organizations, forms unknown, which business organizations were organized and existing under the laws
19 of the State of California.

20 24. Defendants DOES 16 through 20 are now, and at all times herein mentioned were, other
21 medical providers (nurse practitioners, registered nurses, physical therapists, occupational therapists, and
22 licensed vocational nurses) licensed to provide medical care services in the State of California.

23 25. Defendant DOES 35 through 40 are now, and at all times herein mentioned were,
24 pharmacies licensed to sell prescription medication in the State of California.

25 26. The true names and capacities, whether individual, partnership, corporate, associate, or
26 otherwise, of defendants DOES 1 through 40 are unknown to plaintiffs who therefore sues said defendants,
27 and each of them, by such fictitious names. Plaintiffs will amend this complaint to show their true names
28 and capacities when they have been ascertained. Plaintiffs are informed and believe, and thereon allege,

1 that each of the said fictitiously named defendants is responsible in some manner for the occurrence(s)
2 herein alleged, and that Plaintiffs' injuries and damages, as herein alleged, were caused by said conduct.

3 27. At all times herein mentioned, Defendants, and each of them, were the agents, servants,
4 employees, or partners of the other defendants herein named, and in doing the things herein mentioned
5 were acting within the scope of their authority as such agents and employees, and with the consent of their
6 co-defendants.

7 28. At all times herein mentioned, Defendants EHSAN, JOHNSON, OZERAN and OYEFESO
8 and all other defendants, including Does 1 through 34, and each of them, provided medical treatment to
9 Plaintiffs at SUPERIOR MULTISPECIALTY WEST LA URGENT CARE located at 11600 Venice
10 Blvd., Los Angeles, CA 90056.

11 29. Beginning in approximately 2014, Plaintiff Wright and Defendants formed a doctor-patient
12 relationship, which was both medical and fiduciary in nature, and continued until November 2016.
13 Beginning in approximately 2015, Plaintiff Somerville and Defendants formed a doctor-patient
14 relationship which was both medical and fiduciary in nature, and continued until November 2016. Over
15 this time period, Plaintiffs Wright and Somerville paid Defendants approximately \$13,650 in cash.

16 30. Beginning in approximately 2013, Plaintiff Foucher and Defendants formed a doctor-
17 patient relationship, which was both medical and fiduciary in nature, and continued until 2018. Over this
18 time period, Plaintiff Foucher paid Defendants approximately \$6,000 in cash.

19 31. Beginning in approximately end of 2014, Plaintiff Gordon formed a doctor-patient
20 relationship, which was both medical and fiduciary in nature, and continued until approximately February
21 2019. Over this time period, Plaintiff Gordon paid Defendants approximately \$20,300 in cash.

22 32. Plaintiffs Wright and Somerville did not become aware of Defendants' wrongdoing until
23 late November 2020. At that time, Plaintiff Somerville read an article regarding Defendants' prior arrest
24 relative to federal charges for over prescribing medication and money laundering.

25 33. Plaintiff Foucher did not become aware of Defendants' wrongdoing until approximately
26 March 2021. At that time, Plaintiff Foucher was advised of EHSAN's arrest relative to federal charges for
27 over prescribing medication and money laundering.

28 ///

1 41. Defendants advised Plaintiffs Wright and Somerville that they could not write prescriptions
2 for Norco, Valium, or Adderall to be filled at an outside pharmacy. Defendants advised Plaintiffs that
3 they had to fill these prescriptions had to be filled at SUPERIOR MULTISPECIALTY WEST LA
4 URGENT CARE's "pharmacy".

5 42. Defendant JOHNSON informed Plaintiffs Wright and Somerville that they could only
6 write prescriptions for oxycodone in quantities of 20 or less due to monitoring by the Drug Enforcement
7 Administration. Defendant JOHNSON would write these prescriptions on EHSAN's prescription pad.
8 Defendant JOHNSON represented to Plaintiffs Wright and Somerville that this was an accepted practice.

9 43. Plaintiff Wright informed Defendants that she wished to use her health insurance to
10 purchase her prescriptions. Defendants advised Plaintiff Wright that they could not provide prescriptions
11 for these medications and needed to be filled at their "pharmacy".

12 44. EHSAN diagnosed Plaintiff Wright with fibromyalgia in order to prescribe her Norco. In
13 actuality, Plaintiff Wright suffering from psoriatic arthritis mutilans which was not diagnosed until
14 approximately June 2020 due the intentional misrepresentations of Defendants.

15 45. In approximately November 2016, EHSAN informed Plaintiff Wright that he could not
16 prescribe Norco because "the DEA was cracking down on those types of prescriptions" and the only thing
17 he could prescribe was Suboxone and Adderall. EHSAN advised Plaintiff Wright that Suboxone could be
18 used to treat her pain.

19 46. Defendants informed Plaintiff Fother that they could only write a prescription for a certain
20 number of pills if she wanted to use an outside pharmacy for her medication. However, by using the in-
21 house pharmacy, they could fill a larger prescription for a greater number of pills per week for her
22 medication.

23 47. EHSAN told Plaintiff Fother that she suffered from a herniated disc in order to prescribe
24 her Norco. In actuality, Plaintiff Fother was suffering from arthritis which was not diagnosed until
25 approximately 2020 when Plaintiff Fother was seen by other physicians. Plaintiff Fother was informed
26 by subsequent providers that she did not have a herniated disc.

27 48. Defendants failed to inform Plaintiff Fother of the high levels of protein in her urine.
28 Plaintiff Fother was not informed of the high levels of protein in her urine until being seen by other

1 healthcare providers. At that time, Plaintiff was advised that she needed to reduce the number of Norco
2 that she was taking per day, stop taking Naproxen, change her diet and take medication for her kidney.

3 49. EHSAN advised Plaintiff Foucher that he could not provide her with prescription bottle of
4 Norco that had listed Plaintiff Foucher's name, the clinic name and EHSAN's name because if he provided
5 her with a prescription bottle and the police saw the bottle then he would "get in trouble". EHSAN also
6 informed Plaintiff Foucher to "never travel" or have the bottle of Norco in her possession outside her
7 home. Plaintiff Foucher was concerned about these statements as she did not want to get in trouble due to
8 the lack of a label on the bottle of medication. EHSAN said that there would be no issues and to provide
9 anyone that was questioning her with his name and he would straighten it out. The bottles of Norco
10 provided to Plaintiff Foucher were white medication bottles with 90 pills which listed the name of the
11 medication. Plaintiff Foucher believed that these were the type of bottles which came directly from the
12 manufacturer.

13 50. Defendants noted in Plaintiff Gordon's medical records that she underwent a pelvic
14 examination with him; underwent physical therapy at the subject clinic; suffered from postherpetic
15 neuralgia, angioedema, shingles, bipolar disorder, post traumatic stress disorder, and chronic back pain;
16 used street drugs (cocaine and ecstasy); participated in a pain management program; was provided drug
17 counseling; underwent EKG and sonogram; and injections for back spasm/muscle pain.

18 51. EHSAN advised Plaintiff Gordon that he was an anesthesiologist. Defendant SUPERIOR
19 MULTISPECIALTY WEST LA URGENT CARE had a sign in the waiting room regarding "ketamine
20 appointments" for \$600. EHSAN advised Plaintiff Gordon that she could get rid of her depression by
21 scheduling an appointment where he would administer ketamine.

22 52. EHSAN and Defendant JOHNSON told Plaintiff Gordon that her insurance allowed for
23 him to write a prescription for certain number of pills if using an outside pharmacy for her medication.
24 However, by using the in-house pharmacy, he could fill a larger prescription for a greater number of pills
25 per week for her medication.

26 53. EHSAN told Plaintiff Gordon that he received a call from her pharmacy requesting that
27 EHSAN lower Plaintiff's Gordon's prescription for stimulants. Plaintiffs are informed and believe, and
28 on such information and belief allege that no such call ever took place.

1 54. EHSAN advised Plaintiffs Fouter and Gordon that it was appropriate for Defendants’
2 office manager to write prescriptions for EHSAN if EHSAN was not available. Plaintiffs Fouter and
3 Gordon were provided prescription medication by Defendants based on the representations of Defendants’
4 office manager.

5 55. EHSAN informed Plaintiff Gordon that her lab work looked fine. However, Plaintiff
6 Gordon’s lab work revealed that her glucose levels were rising over the period of time that Plaintiff
7 Gordon was being seen by Defendants. Defendants never counseled Plaintiff Gordon on these rising
8 glucose levels nor did he diagnose or treat her for diabetes. It was not discovered that Plaintiff Gordon
9 had diabetes until 2020.

10 56. Plaintiffs are informed and believe, and on such information and belief allege that
11 Defendants have also destroyed, spoiled, or altered records in relation to Plaintiffs. As such, Defendants
12 have more knowledge of their fraudulent and intentionally misleading behavior than currently known by
13 Plaintiffs.

14 57. Defendants used their position to gain the trust of patients, including Plaintiffs, that sought
15 out their help to address their medical needs. Once Defendants began treating these patients, they violated
16 the Hippocratic Oath, “first do no harm”. As a result of Defendants fraudulent conduct, Plaintiffs and
17 other patients paid exorbitant amounts for addictive drugs and unnecessary medical treatment. Plaintiffs
18 also became addicted to the prescription medication that Defendants were furnishing to them.

19 58. Plaintiffs are informed and believe, and on such information and belief allege that this was
20 a common practice and plan by Defendants with many patients to conceal the fact that they would over
21 and/or unnecessarily prescribe medication. Again, the specific dates and times of the misrepresentations
22 are difficult to ascertain given Defendants’ purposeful hiding and concealment of the records. However,
23 Defendants misrepresented to Plaintiffs on numerous occasions that Plaintiffs required these addictive
24 drugs.

25 59. When Defendants made the above referenced representations to Plaintiffs, Defendants
26 knew that the representations were false when they made them, or that they made their representations
27 recklessly and without regard for their truth.

28 ///

1 60. When Defendants made the representations to Plaintiffs, Defendants intended that
2 Plaintiffs would rely on Defendants’ representations to induce Plaintiffs to undergo unnecessary,
3 contraindicated, and/or ill-advised treatment, or to refrain from undergoing needed treatment.

4 61. When Defendants made the representations referenced above to Plaintiffs, Plaintiffs
5 reasonably relied on Defendants’ representation since Plaintiffs were unlearned in the medical field and
6 trusted Defendants to provide truthful and accurate medical information, advice, diagnoses, and
7 recommendations.

8 62. At all times pertinent herein, Defendants promised to diagnose, advise, treat, and care for
9 Plaintiffs properly, skillfully, prudently, carefully, and in a fiduciary manner, and to provide Plaintiffs
10 complete and adequate medical care and attention, as well as other necessary medical services.

11 63. Plaintiffs employed Defendants to care for and treat Plaintiffs, and do all things necessary
12 for Plaintiffs’ care and treatment. Defendants undertook the employment and undertook and agreed to
13 carefully diagnose Plaintiffs’ medical conditions and diseases, and to care for and treat Plaintiffs, and do
14 all things necessary and proper in connection therewith. Defendants thereafter entered on such
15 employment, individually, and by and through their partnership, employees, servants, and agents.

16 64. Defendant SUPERIOR MULTISPECIALTY WEST LA URGENT CARE negligently
17 hired and/or supervised Defendants EHSAN, JOHNSON, OZERAN, OYEFESO and its physicians,
18 partners, employees and agents, including physicians and staff, involved with Defendants’ care and
19 treatment of Plaintiffs, and negligently failed to review periodically the competency of said employees,
20 agents and/or partner, and negligently failed to correct any known or reasonably knowable deficiencies in
21 the quality of treatment rendered to patients, including plaintiff.

22 65. Defendants possesses superior knowledge of medicine and of the medical sciences, and
23 therefore Defendants, and Does 1 through 5, knew, or in the exercise of reasonably careful medicine
24 should have known, of their negligence, misconduct, and culpability during the time period that
25 Defendants, and Does 1 through 5, treated, cared for, and advised Plaintiffs.

26 66. As a result of Defendants’ intentional misrepresentation, misdiagnosis, mistreatment, and
27 misinformation provided to Plaintiffs, Plaintiffs underwent unnecessary, excessive and unwarranted,
28 medical treatment. (See *Tortorella v. Castro* (2006) 140 Cal.App.4th 1, 8.) In all, Plaintiffs Wright and

1 Somerville estimate that they spent approximately \$13,650 for this treatment. Plaintiff Foucher estimates
2 that she spent approximately \$6,000 for this treatment. Plaintiff Gordon estimates that she spent
3 approximately \$20,300 for this treatment. However, given that Defendants have refused to provide a
4 ledger, Plaintiffs do not know the exact amount at this time.

5 67. As a result of the grossly substandard care and the fraudulent actions by Defendants,
6 Plaintiff Wright lost her job in the information technology business wherein she was earning six figures
7 annually. Plaintiff Wright continues to struggle with addiction given the medications furnished by
8 Defendants. Plaintiff Wright's medical condition, psoriatic arthritis mutilans, went undiagnosed for years.
9 During this time, she suffered debilitating pain.

10 68. As a result of the grossly substandard care and fraudulent actions by Defendants, Plaintiff
11 Somerville struggled with addiction given the medications furnished by Defendants.

12 69. As a result of the grossly substandard care and fraudulent actions by Defendants, Plaintiff
13 Foucher struggled with addiction given the medications furnished by Defendants. Plaintiff Foucher's
14 medical condition, arthritis, went undiagnosed for years. In addition, Plaintiff Foucher's kidney issues
15 went undiagnosed and/or treated for years.

16 70. As a result of the grossly substandard care and fraudulent actions by Defendants, Plaintiff
17 Gordon struggled with addiction given the medications furnished by Defendants. Plaintiff Gordon's
18 medical conditions, diabetes and high blood pressure, went undiagnosed for years. Plaintiff Gordon has
19 had difficulty obtaining medical treatment and struggled with the effects of the medications Defendants
20 prescribed and furnished.

21 **SECOND CAUSE OF ACTION**

22 **(Negligent Misrepresentation all Plaintiffs against all Defendants)**

23 71. Plaintiffs, by this reference, hereby incorporates and makes a part hereof, as if set forth at
24 length, the allegations contained in all of the paragraphs above.

25 72. To date, despite multiple requests to Defendants EHSAN and SUPERIOR
26 MULTISPECIALTY WEST LA URGENT CARE for a complete copy of Plaintiffs' medical records,
27 Defendants EHSAN and SUPERIOR MULTISPECIALTY WEST LA URGENT CARE have failed to
28 provide a complete set of records. This is in direct violation of Health and Safety Code section 123110,

1 which requires production of such records in 15 days. Plaintiff Gordon only recently received her records
2 because they were provided to her by the Drug Enforcement Administration.

3 73. Defendants' refusal to produce records is a pattern. As evidenced by the plaintiffs that have
4 brought suit herein.

5 74. Defendants advised Plaintiffs Wright and Somerville that their records had been mailed on
6 multiple occasions. However, the records were never received by Plaintiffs.

7 75. Defendants advised Plaintiffs Wright and Somerville that they could not write prescriptions
8 for Norco, Valium, or Adderall to be filled at an outside pharmacy. Defendants advised Plaintiffs that
9 they had to fill these prescriptions had to be filled at SUPERIOR MULTISPECIALTY WEST LA
10 URGENT CARE's "pharmacy".

11 76. Defendant JOHNSON informed Plaintiffs Wright and Somerville that they could only
12 write prescriptions for oxycodone in quantities of 20 or less due to monitoring by the Drug Enforcement
13 Administration. Defendant JOHNSON would write these prescriptions on Defendant EHSAN's
14 prescription pad. Defendant JOHNSON represented to Plaintiffs Wright and Somerville that this was an
15 accepted practice.

16 77. Plaintiff Wright informed Defendants that she wished to use her health insurance to
17 purchase her prescriptions. Defendants advised Plaintiff Wright that they could not provide prescriptions
18 for these medications and needed to be filled at their "pharmacy".

19 78. EHSAN diagnosed Plaintiff Wright with fibromyalgia in order to prescribe her Norco. In
20 actuality, Plaintiff Wright suffering from psoriatic arthritis mutilans which was not diagnosed until
21 approximately June 2020 due the intentional misrepresentations of Defendants.

22 79. In approximately November 2016, EHSAN informed Plaintiff Wright that he could not
23 prescribe Norco because "the DEA was cracking down on those types of prescriptions" and the only thing
24 he could prescribe was Suboxone and Adderall. EHSAN advised Plaintiff Wright that Suboxone could be
25 used to treat her pain.

26 80. Defendants informed Plaintiff Fother that they could only write a prescription for a certain
27 number of pills if she wanted to use an outside pharmacy for her medication. However, by using the in-
28 house pharmacy, they could fill a larger prescription for a greater number of pills per week for her

1 medication.

2 81. EHSAN told Plaintiff Foucher that she suffered from a herniated disc in order to prescribe
3 her Norco. In actuality, Plaintiff Foucher was suffering from arthritis which was not diagnosed until
4 approximately 2020 when Plaintiff Foucher was seen by other physicians. Plaintiff Foucher was informed
5 by subsequent providers that she did not have a herniated disc.

6 82. Defendants failed to inform Plaintiff Foucher of the high levels of protein in her urine.
7 Plaintiff Foucher was not informed of the high levels of protein in her urine until being seen by other
8 healthcare providers. At that time, Plaintiff was advised that she needed to reduce the number of Norco
9 that she was taking per day, stop taking Naproxen, change her diet and take medication for her kidney.

10 83. EHSAN advised Plaintiff Foucher that he could not provide her with prescription bottle of
11 Norco that had listed Plaintiff Foucher's name, the clinic name and EHSAN's name because if he provided
12 her with a prescription bottle and the police saw the bottle then he would "get in trouble". EHSAN also
13 informed Plaintiff Foucher to "never travel" or have the bottle of Norco in her possession outside her
14 home. Plaintiff Foucher was concerned about these statements as she did not want to get in trouble due to
15 the lack of a label on the bottle of medication. EHSAN said that there would be no issues and to provide
16 anyone that was questioning her with his name and he would straighten it out. The bottles of Norco
17 provided to Plaintiff Foucher were white medication bottles with 90 pills which listed the name of the
18 medication. Plaintiff Foucher believed that these were the type of bottles which came directly from the
19 manufacturer.

20 84. Defendants noted in Plaintiff Gordon's medical records that she underwent a pelvic
21 examination with him; underwent physical therapy at the subject clinic; suffered from postherpetic
22 neuralgia, angioedema, shingles, bipolar disorder, post traumatic stress disorder, and chronic back pain;
23 used street drugs (cocaine and ecstasy); participated in a pain management program; was provided drug
24 counseling; underwent EKG and sonogram; and injections for back spasm/muscle pain.

25 85. EHSAN and Defendant JOHNSON told Plaintiff Gordon that her insurance allowed for
26 him to write a prescription for certain number of pills if using an outside pharmacy for her medication.
27 However, by using the in-house pharmacy, he could fill a larger prescription for a greater number of pills
28 per week for her medication.

1 86. EHSAN told Plaintiff Gordon that he received a call from her pharmacy requesting that
2 EHSAN lower Plaintiff's Gordon's prescription for stimulants. Plaintiffs are informed and believe, and
3 on such information and belief allege that no such call ever took place.

4 87. EHSAN advised Plaintiffs Fother and Gordon that it was appropriate for Defendants'
5 office manager to write prescriptions for EHSAN if EHSAN was not available. Plaintiffs Fother and
6 Gordon were provided prescription medication by Defendants based on the representations of Defendants'
7 office manager.

8 88. EHSAN informed Plaintiff Gordon that her lab work looked fine. However, Plaintiff
9 Gordon's lab work revealed that her glucose levels were rising over the period of time that Plaintiff
10 Gordon was being seen by Defendants. Defendants never counseled Plaintiff Gordon on these rising
11 glucose levels nor did he diagnose or treat her for diabetes. It was not discovered that Plaintiff Gordon
12 had diabetes until 2020. Defendants failed to disclose to Plaintiff Gordon the results of her high sensitivity
13 C-reactive protein lab work. Defendants further failed to conduct recommended follow up treatment.

14 89. Defendants never advised Plaintiffs that the "pharmacy" at the subject clinic was not a
15 licensed pharmacy. Defendants never advised Plaintiffs that they were not reporting the prescriptions they
16 were filling to the Controlled Substance Utilization, Review and Evaluation System (CURES) in violation
17 of state law.

18 90. Defendants did not advise Plaintiffs of the addictive nature of the medications that they
19 were furnishing to Plaintiffs. Rather Defendants advised Plaintiffs to "take as much as you need".

20 91. Plaintiff Wright was prescribed Norco, Valium, Soma, and Adderall by Defendants.
21 Plaintiff Wright was not advised of the dangerous nature of this mixture of medications. Instead,
22 Defendants informed Plaintiff Wright that it was appropriate to take all these medications.

23 92. Plaintiff Somerville was prescribed Norco and Adderall. Plaintiff Somerville was not
24 advised of the dangerous nature of this mixture of medications. Instead, Defendants informed Plaintiff
25 Somerville that it was appropriate to take all these medications.

26 93. Plaintiff Fother was prescribed Norco, Naproxen and Lexapro. Plaintiff Fother was not
27 advised of the dangerous nature of this mixture of medications relative to her kidney issues. Instead,
28 Defendants informed Plaintiff Fother that it was appropriate to take all these medications.

1 94. Plaintiff Gordon was prescribed Modafinil, Adderall, Desoxyn, Phentermine and Vyvanse.
2 Plaintiff was also prescribed a combination of two antidepressants which included Effexor, Wellbutrin,
3 Cymbalta, Lithium or Prozac. Plaintiff Gordon was not advised of the dangerous nature of this mixture
4 of medications. Instead, Defendants informed Plaintiff Gordon that it was appropriate to take all these
5 medications.

6 95. Plaintiffs are informed and believe, and on such information and belief allege that
7 Defendants have also destroyed, spoiled, or altered records in relation to Plaintiffs. As such, Defendants
8 have more knowledge of their fraudulent and negligently misleading behavior than currently known by
9 Plaintiffs.

10 96. Defendants used their position to gain the trust of patients, including Plaintiffs, that sought
11 out their help to address their medical needs. Once Defendants began treating these patients, they violated
12 the Hippocratic Oath, “first do no harm”. As a result of Defendants fraudulent conduct, Plaintiffs and
13 other patients paid exorbitant amounts for addictive drugs and unnecessary medical treatment. Plaintiffs
14 also became addicted to the prescription medication that Defendants were furnishing to them.

15 97. Plaintiffs are informed and believe, and on such information and belief allege that this was
16 a common practice and plan by Defendants with many patients to negligently represent to patients that the
17 patients required excessive addictive medications and unnecessary medical treatment. Again, the specific
18 dates and times of the misrepresentations are difficult to ascertain given Defendants’ purposeful hiding
19 and concealment of the records. However, Defendants misrepresented to Plaintiffs on numerous occasions
20 that Plaintiffs required these addictive drugs.

21 98. When Defendants made the above referenced representations to Plaintiffs, Defendants had
22 no reasonable grounds to believe that their representations were true when they made them.

23 99. When Defendants made the representations to Plaintiffs, Defendants intended that
24 Plaintiffs would rely on Defendants’ representations to induce Plaintiffs to undergo unnecessary,
25 contraindicated, and/or ill-advised treatment, or to refrain from undergoing needed treatment.

26 100. When Defendants made the representations referenced above to Plaintiffs, Plaintiffs
27 reasonably relied on Defendants’ representation since Plaintiffs were unlearned in the medical field and
28 trusted Defendants to provide truthful and accurate medical information, advice, diagnoses, and

1 recommendations.

2 101. At all times pertinent herein, Defendants promised to diagnose, advise, treat, and care for
3 Plaintiffs properly, skillfully, prudently, carefully, and in a fiduciary manner, and to provide Plaintiffs
4 complete and adequate medical care and attention, as well as other necessary medical services.

5 102. Plaintiffs employed Defendant to care for and treat Plaintiffs, and do all things necessary
6 for Plaintiffs' care and treatment. Defendants undertook the employment and undertook and agreed to
7 carefully diagnose Plaintiffs' medical conditions and diseases, and to care for and treat Plaintiffs, and do
8 all things necessary and proper in connection therewith. Defendants thereafter entered on such
9 employment, individually, and by and through their partnership, employees, servants, and agents.

10 103. Defendant SUPERIOR MULTISPECIALTY WEST LA URGENT CARE negligently
11 hired and/or supervised Defendant EHSAN, and its physicians, partners, employees and agents, including
12 physicians and staff, involved with Defendant EHSAN's care and treatment of Plaintiffs, and negligently
13 failed to review periodically the competency of said employees, agents and/or partner, and negligently
14 failed to correct any known or reasonably knowable deficiencies in the quality of treatment rendered to
15 patients, including plaintiff.

16 104. Defendants possesses superior knowledge of medicine and of the medical sciences, and
17 therefore Defendants, and Does 1 through 5, knew, or in the exercise of reasonably careful medicine
18 should have known, of their negligence, misconduct, and culpability during the time period that
19 Defendants, and Does 1 through 5, treated, cared for, and advised Plaintiffs.

20 105. As a result of Defendants' intentional misrepresentation, misdiagnosis, mistreatment, and
21 misinformation provided to Plaintiffs, Plaintiffs underwent unnecessary, excessive and unwarranted,
22 medical treatment. (See *Tortorella v. Castro* (2006) 140 Cal.App.4th 1, 8.)

23 **THIRD CAUSE OF ACTION**

24 **(Concealment by all Plaintiffs against all Defendants)**

25 106. Plaintiffs, by this reference, hereby incorporate and make a part hereof, as if set forth at
26 length, the allegations contained in all of the paragraph above.

27 107. Defendants concealed the addictive nature of the medications that were prescribed and
28 furnished to Plaintiffs by Defendants. Specifically, Defendants did not disclose the risks and benefits of

1 the various medications that were furnished to Plaintiffs. Rather Defendants advised Plaintiffs to “take as
2 much as you need”.

3 108. Plaintiffs are informed and believe, and on such information and belief allege that
4 Defendants prescribed addictive medications that were not medically indicated given Plaintiffs’ medical
5 conditions. As shown by the report of Dr. Munzing, this was standard practice for Defendant EHSAN to
6 prescribe unnecessary medications in order to maximize profits at the expense of patient case.

7 109. Defendants concealed the fact that Plaintiffs were entitled to obtain their prescription
8 medications from a facility other than SUPERIOR MULTISPECIALTY WEST LA URGENT CARE.
9 Specifically, Defendant EHSAN refused to write prescriptions for Plaintiffs Wright and Somerville if they
10 did not fill the prescription at SUPERIOR MULTISPECIALTY WEST LA URGENT CARE.

11 110. Defendants advised Plaintiffs Wright and Somerville that they could not write prescriptions
12 for Norco, Valium, or Adderall to be filled at an outside pharmacy. Defendants advised Plaintiffs that
13 they had to fill these prescriptions had to be filled at SUPERIOR MULTISPECIALTY WEST LA
14 URGENT CARE’s “pharmacy”.

15 111. Defendant JOHNSON informed Plaintiffs Wright and Somerville that they could only
16 write prescriptions for oxycodone in quantities of 20 or less due to monitoring by the Drug Enforcement
17 Administration. Defendant JOHNSON would write these prescriptions on EHSAN’s prescription pad.
18 Defendant JOHNSON represented to Plaintiffs Wright and Somerville that this was an accepted practice.

19 112. Plaintiff Wright informed Defendants that she wished to use her health insurance to
20 purchase her prescriptions. Defendants advised Plaintiff Wright that they could not provide prescriptions
21 for these medications and needed to be filled at their “pharmacy”.

22 113. EHSAN diagnosed Plaintiff Wright with fibromyalgia in order to prescribe her Norco. In
23 actuality, Plaintiff Wright suffering from psoriatic arthritis mutilans which was not diagnosed until
24 approximately June 2020 due the intentional misrepresentations of Defendants.

25 114. In approximately November 2016, EHSAN informed Plaintiff Wright that he could not
26 prescribe Norco because “the DEA was cracking down on those types of prescriptions” and the only thing
27 he could prescribe was Suboxone and Adderall. EHSAN advised Plaintiff Wright that Suboxone could be
28 used to treat her pain.

1 115. Defendants informed Plaintiff Fouter that they could only write a prescription for a certain
2 number of pills if she wanted to use an outside pharmacy for her medication. However, by using the in-
3 house pharmacy, they could fill a larger prescription for a greater number of pills per week for her
4 medication.

5 116. EHSAN told Plaintiff Fouter that she suffered from a herniated disc in order to prescribe
6 her Norco. In actuality, Plaintiff Fouter was suffering from arthritis which was not diagnosed until
7 approximately 2020 when Plaintiff Fouter was seen by other physicians. Plaintiff Fouter was informed
8 by subsequent providers that she did not have a herniated disc.

9 117. Defendants failed to inform Plaintiff Fouter of the high levels of protein in her urine.
10 Plaintiff Fouter was not informed of the high levels of protein in her urine until being seen by other
11 healthcare providers. At that time, Plaintiff was advised that she needed to reduce the number of Norco
12 that she was taking per day, stop taking Naproxen, change her diet and take medication for her kidney.

13 118. EHSAN advised Plaintiff Fouter that he could not provide her with prescription bottle of
14 Norco that had listed Plaintiff Fouter's name, the clinic name and EHSAN's name because if he provided
15 her with a prescription bottle and the police saw the bottle then he would "get in trouble". EHSAN also
16 informed Plaintiff Fouter to "never travel" or have the bottle of Norco in her possession outside her
17 home. Plaintiff Fouter was concerned about these statements as she did not want to get in trouble due to
18 the lack of a label on the bottle of medication. EHSAN said that there would be no issues and to provide
19 anyone that was questioning her with his name, and he would straighten it out. The bottles of Norco
20 provided to Plaintiff Fouter were white medication bottles with 90 pills which listed the name of the
21 medication. Plaintiff Fouter believed that these were the type of bottles which came directly from the
22 manufacturer.

23 119. EHSAN and Defendant JOHNSON told Plaintiff Gordon that her insurance allowed for
24 him to write a prescription for certain number of pills if using an outside pharmacy for her medication.
25 However, by using the in-house pharmacy, he could fill a larger prescription for a greater number of pills
26 per week for her medication.

27 120. EHSAN told Plaintiff Gordon that he received a call from her pharmacy requesting that
28 EHSAN lower Plaintiff's Gordon's prescription for stimulants. Plaintiffs are informed and believe, and

1 on such information and belief allege that no such call ever took place.

2 121. EHSAN advised Plaintiffs Foucher and Gordon that it was appropriate for Defendants'
3 office manager to write prescriptions for EHSAN if EHSAN was not available. Plaintiffs Foucher and
4 Gordon were provided prescription medication by Defendants based on the representations of Defendants'
5 office manager.

6 122. EHSAN informed Plaintiff Gordon that her lab work looked fine. However, Plaintiff
7 Gordon's lab work revealed that her glucose levels were rising over the period of time that Plaintiff
8 Gordon was being seen by Defendants. Defendants never counseled Plaintiff Gordon on these rising
9 glucose levels nor did he diagnose or treat her for diabetes. It was not discovered that Plaintiff Gordon
10 had diabetes until 2020. Defendants failed to disclose to Plaintiff Gordon the results of her high sensitivity
11 C-reactive protein lab work. Defendants further failed to conduct recommended follow up treatment.

12 123. Plaintiff Wright was prescribed Norco, Valium, Soma, and Adderall by Defendants.
13 Plaintiff Wright was not advised of the dangerous nature of this mixture of medications. Instead,
14 Defendant EHSAN informed Plaintiff Wright that it was appropriate to take all these medications.

15 124. Plaintiff Somerville was prescribed Norco and Adderall. Plaintiff Somerville was not
16 advised of the dangerous nature of this mixture of medications. Instead, Defendants informed Plaintiff
17 Somerville that it was appropriate to take all these medications.

18 125. Plaintiff Foucher was prescribed Norco, Naproxen and Lexapro. Plaintiff Foucher was not
19 advised of the dangerous nature of this mixture of medications relative to her kidney issues. Instead,
20 Defendants informed Plaintiff Foucher that it was appropriate to take all these medications.

21 126. Plaintiff Gordon was prescribed Modafinil, Adderall, Desoxyn, Phentermine and Vyvanse.
22 Plaintiff was also prescribed a combination of two antidepressants which included Effexor, Wellbutrin,
23 Cymbalta, Lithium or Prozac. Plaintiff Gordon was not advised of the dangerous nature of this mixture
24 of medications. Instead, EHSAN informed Plaintiff Gordon that it was appropriate to take all these
25 medications

26 127. Defendants offered compensation to patients for positive online reviews. Defendants did
27 not require patients to disclose that they had received compensation for the positive online reviews.
28 Defendants did not disclose that the patients had received compensation for positive online reviews.

1 128. Plaintiffs did not know of the aforementioned concealed facts.

2 129. Plaintiffs are informed and believe, and on such information and belief allege that
3 Defendant prevented Plaintiffs from discovering the aforementioned concealed facts.

4 130. Defendants intended to deceive Plaintiffs by concealing the aforementioned facts.

5 131. If the omitted information had been disclosed. Plaintiffs would have behaved differently.

6 132. At all times pertinent herein, Defendants promised to diagnose, advise, treat, and care for
7 Plaintiffs properly, skillfully, prudently, carefully, and in a fiduciary manner, and to provide Plaintiffs
8 complete and adequate medical care and attention, as well as other necessary medical services.

9 133. Plaintiffs employed Defendants to care for and treat Plaintiffs, and do all things necessary
10 for Plaintiffs' care and treatment. Defendants undertook the employment and undertook and agreed to
11 carefully diagnose Plaintiffs' medical conditions and diseases, and to care for and treat Plaintiffs, and do
12 all things necessary and proper in connection therewith. Defendants thereafter entered on such
13 employment, individually, and by and through their partnership, employees, servants, and agents.

14 134. Defendant SUPERIOR MULTISPECIALTY WEST LA URGENT CARE negligently
15 hired and/or supervised Defendants EHSAN, JOHNSON, OYEFESO, OZERAN and its physicians,
16 partners, employees and agents, including physicians and staff, involved with Defendants' care and
17 treatment of Plaintiffs, and negligently failed to review periodically the competency of said employees,
18 agents and/or partner, and negligently failed to correct any known or reasonably knowable deficiencies in
19 the quality of treatment rendered to patients, including plaintiff.

20 135. Defendants possesses superior knowledge of medicine and of the medical sciences, and
21 therefore Defendants, and Does 1 through 5, knew, or in the exercise of reasonably careful medicine
22 should have known, of their negligence, misconduct, and culpability during the time period that
23 Defendants, and Does 1 through 5, treated, cared for, and advised Plaintiffs.

24 136. As a result of Defendants' intentional misrepresentation, misdiagnosis, mistreatment, and
25 misinformation provided to Plaintiffs, Plaintiffs underwent unnecessary, excessive and unwarranted,
26 medical treatment. (See *Tortorella v. Castro* (2006) 140 Cal.App.4th 1, 8.) In all, Plaintiffs Wright and
27 Somerville estimate that they spent approximately \$13,650 for this treatment. Plaintiff Foucher estimates
28 that she spent approximately \$6,000 for this treatment. Plaintiff Gordon estimates that she spent

1 approximately \$20,300 for this treatment. However, given that Defendants have refused to provide a
2 ledger, Plaintiffs do not know the exact amount at this time.

3 **FOURTH CAUSE OF ACTION**

4 **(Medical Malpractice by all Plaintiffs against all Defendants)**

5 137. Plaintiffs, by this reference, hereby incorporate and make a part hereof, as if set forth at
6 length, paragraphs 2-5, 23-24, 29-36.

7 138. That in the aforementioned medical examinations, diagnoses, prescriptions of medicines and
8 drugs, treatment and the handling and control of the care and treatment of Plaintiffs, Defendants and Does
9 1-40 negligently and tortiously failed to possess or exercise that degree of knowledge or skill that would
10 ordinarily be possessed and exercised by physicians or other similar professions as Defendants and Does 1-
11 40.

12 139. That as a direct and proximate result of the acts and omissions of the Defendants, and each
13 of them, Plaintiffs sustained serious and severe personal injuries and pain, mental and emotional anxiety,
14 and scarring, and said injuries have caused, and will continue to cause Plaintiffs to sustain pain, physical
15 disability, disfigurement, mental and emotional anxiety and disruption of the nervous system, all to their
16 general damages according to proof at the time of trial.

17 140. As a further, direct and proximate result of the acts and omissions of the Defendants, and
18 each of them, Plaintiffs were compelled to and did employ the services of treating providers, including
19 physicians, to handle and care for Plaintiffs' treatment and did incur medical, professional and incidental
20 expenses.

21 **FIFTH CAUSE OF ACTION**

22 **(Negligence Per Se by all Plaintiffs against all Defendants)**

23 141. Plaintiffs, by this reference, hereby incorporate and make a part hereof, as if set forth at
24 length, all allegations contained in the above paragraphs.

25 142. Plaintiffs are informed and believe, and on such information and belief allege that
26 Defendants violated California Health and Safety Code section 11190.

27 143. Plaintiffs are informed and believe, and on such information and belief allege that
28 Defendant violated California Health and Safety Code section 11165.1 *et seq.*

1 144. Plaintiffs are informed and believe, and on such information and belief allege that
2 Defendant violated California Business and Professions Code section 4170.

3 145. Plaintiffs are informed and believe, and on such information and belief allege that
4 Defendants violated 21 CFR Part 1306 as it pertains to the prescribing of opioids.

5 146. Plaintiffs are informed and believe, and on such information and belief allege that
6 Defendants violated Business and Professions Code section 650 in relation to the illegal kickbacks from
7 the in-house “pharmacy.”

8 147. Defendants’ violations of the aforementioned statutes and regulations was a substantial
9 factor in bringing about the harm to Plaintiffs.

10 148. The injuries to Plaintiffs resulted from an occurrence the nature of the statutes and
11 regulations above were designed to prevent.

12 **SIXTH CAUSE OF ACTION**

13 **(Violations of Business and Professions Code Section 17200 (Unfair Competition) by all Plaintiffs**
14 **Against All Defendants)**

15 149. Plaintiffs, by this reference, hereby incorporate and make a part hereof, as if set forth at
16 length, all allegations contained in all of the paragraphs above.

17 150. In committing the illegal and fraudulent acts described in the preceding causes of action,
18 Defendants engaged in unfair competition in violation of Business and Professions Code section 17200.

19 **SEVENTH CAUSE OF ACTION**

20 **(Loss of Consortium by Plaintiffs Wright and Somerville Against All Defendants)**

21 151. Plaintiffs, by this reference, hereby incorporate and make a part hereof, as if set forth at
22 length all allegations contained in all of the paragraphs above.

23 152. At all relevant times herein mentioned, Plaintiffs KELSEY WRIGHT and MICHAEL
24 SOMERVILLE were wife and husband, residing together in a marital relationship.

25 153. Prior to her injuries, Plaintiff KELSEY WRIGHT was able to and did perform her duties
26 as a wife and spouse. However, subsequent to the injuries Plaintiff KELSEY WRIGHT, as alleged above,
27 and as a proximate cause thereof, she has been unable to perform such work and services. By reason
28 thereof, Plaintiff MICHAEL SOMERVILLE has been permanently injured and damages, and their marital

1 harmony has been severely disrupted, and Plaintiff MICHAEL SOMERVILLE has been deprived of the
2 consortium of his wife, all to his damage in a sum that will conform to proof at the time of trial.

3 154. Prior to her injuries, Plaintiff MICHAEL SOMERVILLE was able to and did perform his
4 duties as a husband and spouse. However, subsequent to the injuries Plaintiff MICHAEL SOMERVILLE,
5 as alleged above, and as a proximate cause thereof, he has been unable to perform such work and services.
6 By reason thereof, Plaintiff KELSEY WRIGHT has been permanently injured and damages, and their
7 marital harmony has been severely disrupted, and Plaintiff KELSEY WRIGHT has been deprived of the
8 consortium of her husband, all to his damage in a sum that will conform to proof at the time of trial.

9 **EIGHTH CAUSE OF ACTION**

10 **(Sexual Battery by Plaintiff Gordon Against Defendants EHSAN, REZA RAY EHSAN, M.D.,**
11 **INC. and SUPERIOR MULTISPECIALTY WEST LA URGENT CARE)**

12 155. Plaintiffs, by this reference, hereby incorporate and make a part hereof, as if set forth at
13 length all allegations contained in all of the paragraphs above.

14 156. Plaintiffs are informed and believe, and on such information and belief allege that EHSAN
15 has a history of sexual misconduct. In 1999, EHSAN was convicted of violation of California Penal Code
16 section 647(B) for illegally soliciting prostitutes. In 2002, EHSAN was convicted again for soliciting
17 prostitutes in violation of California Penal Code sections 647(B) and 653.22(A). In 2015, EHSAN was
18 arrested in Costa Rica on charges of rape, paid sex with a minor, and sexual solicitation of a minor.

19 157. On or about January 2018, Plaintiff Gordon presented to EHSAN to request a referral for
20 a mammogram. EHSAN indicated that he would have to perform a breast examination prior to making
21 the referral. Plaintiff Gordon was provided with a gown and instructed to room everything from the waist
22 up. Plaintiff Gordon followed these instructions. EHSAN was in the examination room with a female
23 observer; however, prior to the examination, EHSAN told the female observer to leave the examination
24 room. EHSAN then began fondling Plaintiff Gordon's left breast then proceeded to fondle her right breast.
25 During the breast examination, EHSAN pinched her nipples and gently caressed her breasts. EHSAN did
26 not palpate under Plaintiff Gordon's arms. Plaintiff Gordon has undergone breast examinations prior to
27 the date of this assault and the examination by EHSAN was substantially different than any prior
28 examination. Plaintiff Gordon hear EHSAN moan during the examination.

1 5. Costs of suit incurred herein; and

2 6. For such other and further relief as the court may deem just and proper.

3 Dated: April 2, 2021

HODES MILMAN, LLP

4 

6 By: _____

7 Benjamin T. Ikuta
8 Michelle Buxton Hemesath
9 Attorneys for Plaintiffs

10 **DEMAND FOR JURY TRIAL**

11 Notice is hereby given that Plaintiffs demand a jury trial in this action.

12 Dated: April 2, 2021

HODES MILMAN, LLP

14 

16 By: _____

17 Benjamin T. Ikuta
18 Michelle Buxton Hemesath
19 Attorneys for Plaintiffs