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7 Attorneys for Plaintiffs, THE VANGUARD CLINIC, LLC; NOVA  
8 INTEGRATED HEALTH, PC; GOSSETT GLOBAL HEALTH SOLUTIONS,  
9 PC; MICHAEL GLICKERT, D.C.; TAYLOR VANDEN WYNBOOM, D.C.; and  
TOMMY GOSSETT, D.C.

10 UNITED STATES DISTRICT COURT  
11 FOR THE CENTRAL DISTRICT OF CALIFORNIA

12 THE VANGUARD CLINIC, LLC, a  
13 limited liability company; NOVA  
14 INTEGRATED HEALTH, PC, a  
15 professional corporation; GOSSETT  
16 GLOBAL HEALTH SOLUTIONS,  
17 PC., a professional corporation;  
18 MICHAEL GLICKERT, D.C., an  
19 individual; TAYLOR VANDEN  
WYNBOOM, D.C., an individual;  
and TOMMY GOSSETT, D.C., an  
individual;

20 Plaintiffs,

21 vs.

22 NATIONAL BILLING INSTITUTE,  
23 LLC, a limited liability company;  
24 RESONANT SPECIFIC  
25 TECHNOLOGIES, INC., a  
corporation; and KAREO, INC., a  
corporation;

26 Defendants.

Case No. 2:20-cv-11234

**COMPLAINT FOR:**

- 1) **BREACH OF FIDUCIARY DUTY;**
- 2) **FRAUD: INTENTIONAL MISREPRESENTATION;**
- 3) **FRAUD: NEGLIGENT MISREPRESENTATION;**
- 4) **FRAUD: CONCEALMENT;**
- 5) **CONSTRUCTIVE FRAUD (Cal. Civ. Code § 1573);**
- 6) **RESCISSION (Cal. Civ. Code § 1692);**
- 7) **CONVERSION;**
- 8) **UNLAWFUL BUSINESS PRACTICES (Cal. Bus. & Prof. Code, § 17200, et seq.).**

**DEMAND FOR JURY TRIAL**

1 Plaintiffs THE VANGUARD CLINIC, LLC (“Vanguard Clinic”), NOVA  
2 INTEGRATED HEALTH, PC (“Nova Integrated”), GOSSETT GLOBAL  
3 HEALTH SOLUTIONS, PC (“Gossett Clinic”), MICHAEL GLICKERT, D.C.  
4 (“Dr. Glickert”), TAYLOR VANDEN WYNBOOM, D.C. (“Dr. Vanden  
5 Wynboom”), and TOMMY GOSSETT, D.C. (“Dr. Gossett”), (collectively  
6 Vanguard Clinic, Nova Integrated, Gossett Clinic, Dr. Glickert, Dr. Vanden  
7 Wynboom, and Dr. Gossett, are “Plaintiffs”), respectfully allege as follows:

8 **I. INTRODUCTION**

9 1. This Complaint for Breach of Fiduciary Duty, Intentional  
10 Misrepresentation, Negligent Misrepresentation, Concealment, Constructive Fraud,  
11 Rescission, Conversion, and Unlawful Business Practices, arises out of defendants  
12 NATIONAL BILLING INSTITUTE, LLC (“NBI”), RESONANT SPECIFIC  
13 TECHNOLOGIES, INC. (“RST”), and KAREO, INC.’s (“Kareo”) (collectively  
14 NBI, RST, and Kareo are “Defendants”) repeated misrepresentations to Plaintiffs,  
15 and concealment of material facts from Plaintiffs, in relation to Medicare coverage  
16 and lawful billing of treatments involving RST-Sanexas neoGEN-Series medical  
17 device (“Sanexas”), and related subcutaneous injections.

18 **II. THE PARTIES**

19 2. Vanguard Clinic is a limited liability company organized and existing  
20 under the laws of the State of Missouri, with its principal place of business in Saint  
21 Louis County, Missouri. At all times relevant to the events described in this  
22 Complaint, Vanguard Clinic was an integrated chiropractic/medical practice  
23 specializing in chronic pain treatment.

24 3. Nova Integrated is a professional corporation organized and existing  
25 under the laws of the State of Iowa, with its principal place of business in Polk  
26 County, Iowa. At all times relevant to the events described in this Complaint, Nova  
27 Integrated was an integrated chiropractic/medical practice specializing in  
28 peripheral neuropathy and chronic pain treatment.

1           4.     Gossett Clinic is a professional corporation organized and existing  
2 under the laws of the State of Illinois, with its principal place of business in  
3 Champaign County, Illinois. At all times relevant to the events described in this  
4 Complaint, Gossett Clinic was an integrated chiropractic/medical practice  
5 specializing in peripheral neuropathy and chronic pain treatment.

6           5.     Dr. Glickert is an individual and citizen of the United States of  
7 America, residing in Saint Louis County, Missouri. At all times relevant to the  
8 events described in this Complaint, Dr. Glickert was a chiropractic physician  
9 licensed by the Missouri Board of Chiropractic Examiners, and a managing  
10 member of Vanguard Clinic.

11           6.     Dr. Vanden Wynboom is an individual and citizen of the United  
12 States of America, residing in Story County, Iowa. At all times relevant to the  
13 events described in this Complaint, Dr. Vanden Wynboom was a chiropractor  
14 licensed by the Iowa Board of Chiropractic, and the president of Nova Integrated.

15           7.     Dr. Gossett is an individual and citizen of the United States of  
16 America, residing in Maricopa County, Arizona. At all times relevant to the events  
17 described in this Complaint, Dr. Gossett was a chiropractic physician licensed by  
18 the Illinois Medical Licensing Board, and the president of Gossett Clinic.

19           8.     NBI is a limited liability company organized and existing under the  
20 laws of the State of Florida, with its principal place of business in Palm Beach  
21 County, Florida. At all times relevant to the events described in this Complaint,  
22 NBI was a medical insurance billing and consulting company offering its services  
23 to healthcare providers nationwide, including multiple providers in southern  
24 California.

25           9.     RST is a corporation organized and existing under the laws of the  
26 State of Nevada, with its principal place of business in Clark County, Nevada. At  
27 all times relevant to the events described in this Complaint, RST was the creator of  
28 Sanexas, and distributor of Sanexas to healthcare providers nationwide, including

1 multiple providers in southern California.

2 10. Kareo is a corporation organized and existing under the laws of the  
3 State of California, with its principal place of business in Orange County,  
4 California. At all times relevant to the events described in this Complaint, Kareo  
5 provided medical billing services by means of an online medical billing and  
6 electronic medical records (“EMR”) platform to healthcare providers and insurance  
7 billing companies nationwide, including NBI.

8 11. At all times relevant to the events described in this Complaint, there  
9 existed a profit-sharing relationship among Defendants, whereby RST sold  
10 Sanexas to Plaintiffs and referred them to NBI for billing services. NBI in turn  
11 provided billing services to Plaintiffs by billing Sanexas to Medicare and other  
12 insurance plans through Kareo’s billing platform. Plaintiffs did not have an  
13 independent agreement with Kareo, nor had access to the medical billing portion of  
14 Kareo’s platform. Instead, use of Kareo’s platform was embedded into Plaintiffs’  
15 agreement with NBI, and NBI alone had access to the medical billing portion of  
16 Kareo’s platform. It is Plaintiffs’ understanding that there is a contractual  
17 agreement between RST and NBI, and NBI and Kareo.

18 12. Accordingly, at all times relevant to the events described in this  
19 Complaint, on information and belief, each Defendant in this action was the agent,  
20 authorized representative, joint venturer, or partner of each other Defendant, and in  
21 engaging in the conduct alleged in this Complaint, did so jointly and for a common  
22 purpose, within the course and scope of its agency, representation, joint venture, or  
23 partnership, in order to further its own, and each other’s financial interests.  
24 Defendants, and each of them, acted with the knowledge, notification, consent, and  
25 ratification of each of the other Defendants. All the acts taken by any employees or  
26 agents of any of the Defendants were in fact ratified and adopted by the managing  
27 personnel of each named Defendant.

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1 **III. JURISDICTION AND VENUE**

2 13. The Court has subject matter jurisdiction to all claims alleged in the  
3 Complaint pursuant to 28 U.S.C. § 1332, as the parties are completely diverse in  
4 citizenship and the amount in controversy exceeds \$75,000.

5 14. The Court has personal jurisdiction over Kareo, as it is incorporated in  
6 California, and has its principal place of business in Orange County California.  
7 The Court also has personal jurisdiction over RST and NBI as they regularly and  
8 continuously avail themselves of the privilege of conducting business in the State  
9 of California, thereby invoking the benefits and protections of California law.  
10 Furthermore, all of Plaintiffs’ billings for Sanexas treatments are performed by  
11 NBI through Kareo’s platform in Orange County, California.

12 15. Venue is proper in this District under 28 U.S.C. § 1391(b)(2), as a  
13 substantial part of the material events—billing for Sanexas treatments—occurred  
14 through Kareo in Orange County, California. Alternatively, venue is proper in this  
15 District under 28 U.S.C. § 1391(b)(3), because there is no other appropriate venue  
16 under 28 U.S.C. §§ 1391(b)(1) or (b)(2), and at least one Defendant is subject to  
17 the Court’s personal jurisdiction in this District.

18 **IV. THE MEDICARE PROGRAM**

19 16. Title XVIII of the Social Security Act, 42 U.S.C. §§ 1395, et seq.,  
20 establishes the Health Insurance for the Aged and Disabled Program, commonly  
21 referred to as the Medicare Program (the “Medicare Program” or “Medicare”).

22 17. The Medicare Program is comprised of four parts: A, B, C, and D.

23 18. Medicare Part B provides federal government funds to help pay for,  
24 among other things, physician services. *See generally* 42 U.S.C. §§ 1395j –  
25 1395w-5.

26 19. Medicare Part B is funded by insurance premiums paid by enrolled  
27 Medicare beneficiaries and by contributions from the federal treasury. Eligible  
28 individuals may enroll in Part B to obtain benefits in return for payments of

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