

EXHIBIT A

EXHIBIT A

22SMCV00751

Electronically FILED by Superior Court of California, County of Los Angeles on 05/20/2022 02:58 PM Sherri R. Carter, Executive Officer/Clerk of Court, by S. Watson, Deputy Clerk

SUM-100

**SUMMONS
(CITACION JUDICIAL)**

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

**NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):**

PULMONARY ASSOCIATES OF RICHMOND, INC., a Virginia corporation, and DOES 1 through 25, inclusive

**YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

AMERICAN HEALTH CONNECTION, INC., a Nevada corporation

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. NOTE: The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. ¡AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. AVISO: Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:

(El nombre y dirección de la corte es):

Superior Court of the State of California, County of Los Angeles
Santa Monica Courthouse, 1725 Main Street, Santa Monica, CA 90401

CASE NUMBER: (Número del Caso):

22SMCV00751

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is: (El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Gregory L. Doll, DOLL AMIR & ELEY LLP, 725 S. Figueroa St., Ste. 3275, Los Angeles, CA 90017; (213) 542-3380

DATE:

(Fecha) 05/20/2022

Clerk, by

(Secretario)

Sherri R. Carter Executive Officer / Clerk of Court

S. Watson

Deputy

(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).



NOTICE TO THE PERSON SERVED: You are served

1. as an individual defendant.
2. as the person sued under the fictitious name of (specify):
PULMONARY ASSOCIATES OF RICHMOND, INC., a Virginia corporation
3. on behalf of (specify):
under: CCP 416.10 (corporation) CCP 416.60 (minor)
 CCP 416.20 (defunct corporation) CCP 416.70 (conservatee)
 CCP 416.40 (association or partnership) CCP 416.90 (authorized person)
 other (specify):
4. by personal delivery on (date):

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): 22SMCV00751
DOLL AMIR & ELEY LLP, Gregory L. Doll (SBN 193205)
 725 S. Figueroa Street, Suite 3275, Los Angeles, CA 90017

TELEPHONE NO.: (213) 542-3380 FAX NO. (Optional): (213) 542-3381
 E-MAIL ADDRESS: gdoll@dollamir.com
 ATTORNEY FOR (Name): Plaintiff American Health Connection, Inc.

FOR COURT USE ONLY

CASE NUMBER:
22SMCV00751

JUDGE:
 DEPT.:

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES
 STREET ADDRESS: 1725 Main Street
 MAILING ADDRESS:
 CITY AND ZIP CODE: Santa Monica, CA 90401
 BRANCH NAME: Santa Monica Courthouse

CASE NAME:
 American Health Connection, Inc. v. Pulmonary Associates of Richmond, Inc.

CIVIL CASE COVER SHEET

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

Complex Case Designation


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

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

1. Check one box below for the case type that best describes this case:

<p>Auto Tort</p> <p><input type="checkbox"/> Auto (22)</p> <p><input type="checkbox"/> Uninsured motorist (46)</p> <p>Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</p> <p><input type="checkbox"/> Asbestos (04)</p> <p><input type="checkbox"/> Product liability (24)</p> <p><input type="checkbox"/> Medical malpractice (45)</p> <p><input type="checkbox"/> Other PI/PD/WD (23)</p> <p>Non-PI/PD/WD (Other) Tort</p> <p><input type="checkbox"/> Business tort/unfair business practice (07)</p> <p><input type="checkbox"/> Civil rights (08)</p> <p><input type="checkbox"/> Defamation (13)</p> <p><input type="checkbox"/> Fraud (16)</p> <p><input type="checkbox"/> Intellectual property (19)</p> <p><input type="checkbox"/> Professional negligence (25)</p> <p><input type="checkbox"/> Other non-PI/PD/WD tort (35)</p> <p>Employment</p> <p><input type="checkbox"/> Wrongful termination (36)</p> <p><input type="checkbox"/> Other employment (15)</p>	<p>Contract</p> <p><input checked="" type="checkbox"/> Breach of contract/warranty (06)</p> <p><input type="checkbox"/> Rule 3.740 collections (09)</p> <p><input type="checkbox"/> Other collections (09)</p> <p><input type="checkbox"/> Insurance coverage (18)</p> <p><input type="checkbox"/> Other contract (37)</p> <p>Real Property</p> <p><input type="checkbox"/> Eminent domain/Inverse condemnation (14)</p> <p><input type="checkbox"/> Wrongful eviction (33)</p> <p><input type="checkbox"/> Other real property (26)</p> <p>Unlawful Detainer</p> <p><input type="checkbox"/> Commercial (31)</p> <p><input type="checkbox"/> Residential (32)</p> <p><input type="checkbox"/> Drugs (38)</p> <p>Judicial Review</p> <p><input type="checkbox"/> Asset forfeiture (05)</p> <p><input type="checkbox"/> Petition re: arbitration award (11)</p> <p><input type="checkbox"/> Writ of mandate (02)</p> <p><input type="checkbox"/> Other judicial review (39)</p>	<p>Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403)</p> <p><input type="checkbox"/> Antitrust/Trade regulation (03)</p> <p><input type="checkbox"/> Construction defect (10)</p> <p><input type="checkbox"/> Mass tort (40)</p> <p><input type="checkbox"/> Securities litigation (28)</p> <p><input type="checkbox"/> Environmental/Toxic tort (30)</p> <p><input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41)</p> <p>Enforcement of Judgment</p> <p><input type="checkbox"/> Enforcement of judgment (20)</p> <p>Miscellaneous Civil Complaint</p> <p><input type="checkbox"/> RICO (27)</p> <p><input type="checkbox"/> Other complaint (not specified above) (42)</p> <p>Miscellaneous Civil Petition</p> <p><input type="checkbox"/> Partnership and corporate governance (21)</p> <p><input type="checkbox"/> Other petition (not specified above) (43)</p>
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2. This case is is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties | d. <input type="checkbox"/> Large number of witnesses |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input type="checkbox"/> Substantial amount of documentary evidence | f. <input type="checkbox"/> Substantial postjudgment judicial supervision |
3. Remedies sought (check all that apply): a. monetary b. nonmonetary; declaratory or injunctive relief c. punitive
4. Number of causes of action (specify): One (1) - Breach of Contract
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: May 20, 2022
 Gregory L. Doll 

(TYPE OR PRINT NAME) (SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

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

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

CM-010

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

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

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

CASE TYPES AND EXAMPLES**Auto Tort**

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

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

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

Non-PI/PD/WD (Other) Tort

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

Employment

Wrongful Termination (36)
Other Employment (15)

Contract

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

Real Property

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

Unlawful Detainer

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

Judicial Review

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

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

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

Enforcement of Judgment

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

Miscellaneous Civil Complaint

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

Miscellaneous Civil Petition

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

SHORT TITLE American Health Connection, Inc. v. Pulmonary Associates of Richmond, Inc.	CASE NUMBER
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CIVIL CASE COVER SHEET ADDENDUM AND STATEMENT OF LOCATION
(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)

This form is required pursuant to Local Rule 2.3 in all new civil case filings in the Los Angeles Superior Court

Step 1: After completing the Civil Case Cover Sheet (Judicial Council form CM-010), find the exact case type in Column A that corresponds to the case type indicated in the Civil Case Cover Sheet.

Step 2: In Column B, check the box for the type of action that best describes the nature of the case.

Step 3: In Column C, circle the number which explains the reason for the court filing location you have chosen.

Applicable Reasons for Choosing Courthouse Location (Column C)

1. Class Actions must be filed in the Stanley Mosk Courthouse, Central District.	7. Location where petitioner lives.
2. Permissive filing in Central District.	8. Location wherein defendant/respondent functions wholly.
3. Location where cause of action arose.	9. Location where one or more of the parties reside.
4. Mandatory personal injury filing in North District.	10. Location of Labor Commissioner Office.
5. Location where performance required, or defendant resides.	11. Mandatory filing location (Hub Cases – unlawful detainer, limited non-collection, limited collection, or personal injury).
6. Location of property or permanently garaged vehicle.	

	A Civil Case Cover Sheet Case Type	B Type of Action (check only one)	C Applicable Reasons (See Step 3 above)
Personal Injury Cases Assigned to the Personal Injury Hub Courts			
Auto Tort	Auto (22)	<input type="checkbox"/> 2201 Motor Vehicle – Personal Injury/Property Damage/Wrongful Death	1, 4, 11
	Uninsured Motorist (46)	<input type="checkbox"/> 4601 Uninsured Motorist – Personal Injury/Property Damage/Wrongful Death	1, 4, 11
	Other Personal Injury/ Property Damage/ Wrongful Death (23)	<input type="checkbox"/> 2301 Premise Liability (e.g., dangerous conditions of property, slip/trip and fall, dog attack, etc.)	1, 4, 11
		<input type="checkbox"/> 2302 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, battery, vandalism, etc.)	1, 4, 11
		<input type="checkbox"/> 2303 Intentional Infliction of Emotional Distress	1, 4, 11
<input type="checkbox"/> 2304 Other Personal Injury/Property Damage/Wrongful Death		1, 4, 11	
	<input type="checkbox"/> 2307 Construction Accidents	1, 4, 11	

SHORT TITLE American Health Connection, Inc. v. Pulmonary Associates of Richmond, Inc.	CASE NUMBER
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	A Civil Case Cover Sheet Case Type	B Type of Action (check only one)	C Applicable Reasons (See Step 3 above)
Personal Injury Cases Assigned to the Independent Calendar Courts			
Other Personal Injury/Property Damage/Wrongful Death Tort	Product Liability (24)	<input type="checkbox"/> 2401 Product Liability (not asbestos or toxic/environmental) <input type="checkbox"/> 2402 Product Liability – Song-Beverly Consumer Warranty Act (CA Civil Code §§1790-1795.8) (Lemon Law)	1, 3, 5 1, 3, 5
	Medical Malpractice (45)	<input type="checkbox"/> 4501 Medical Malpractice – Physicians & Surgeons <input type="checkbox"/> 4502 Other Professional Health Case Malpractice	1, 3, 5 1, 3, 5
	Other Personal Injury / Property Damage / Wrongful Death (23)	<input type="checkbox"/> 2305 Elder/Dependent Adult Abuse/Claims Against Skilled Nursing Facility	1, 3, 5
		<input type="checkbox"/> 2306 Intentional Conduct – Sexual Abuse Case (in any form)	1, 3, 5
		<input type="checkbox"/> 2308 Landlord – Tenant Habitability (e.g., bed bugs, mold, etc.)	1, 3, 5
	Other Civil Cases Assigned to Independent Calendar Courts		
Non-Personal Injury/Property Damage /Wrongful Death Tort	Business Tort (07)	<input type="checkbox"/> 0701 Other Commercial/Business Tort (not fraud or breach of contract)	1, 2, 3
	Civil Rights (08)	<input type="checkbox"/> 0801 Civil Rights/Discrimination	1, 2, 3
	Defamation (13)	<input type="checkbox"/> 1301 Defamation (slander/libel)	1, 2, 3
	Fraud (16)	<input type="checkbox"/> 1601 Fraud (no contract)	1, 2, 3
	Professional Negligence (25)	<input type="checkbox"/> 2501 Legal Malpractice	1, 2, 3
		<input type="checkbox"/> 2502 Other Professional Malpractice (not medical or legal)	1, 2, 3
Other (35)	<input type="checkbox"/> 3501 Other Non-Personal Injury/Property Damage Tort	1, 2, 3	
Employment	Wrongful Termination (36)	<input type="checkbox"/> 3601 Wrongful Termination	1, 2, 3
	Other Employment (15)	<input type="checkbox"/> 1501 Other Employment Complaint Case	1, 2, 3
<input type="checkbox"/> 1502 Labor Commissioner Appeals		10	
Contract	Breach of Contract / Warranty (06) (not insurance)	<input type="checkbox"/> 0601 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction)	2, 5
		<input type="checkbox"/> 0602 Contract/Warranty Breach – Seller Plaintiff (no fraud/negligence)	2, 5
		<input type="checkbox"/> 0603 Negligent Breach of Contract/Warranty (no fraud)	1, 2, 5

SHORT TITLE American Health Connection, Inc. v. Pulmonary Associates of Richmond, Inc.	CASE NUMBER
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	A Civil Case Cover Sheet Case Type	B Type of Action (check only one)	C Applicable Reasons (See Step 3 above)
Contract	Breach of Contract/ Warranty (06) (not insurance)	<input checked="" type="checkbox"/> 0604 Other Breach of Contract/Warranty (no fraud/ negligence) <input type="checkbox"/> 0605 Breach of Rental/Lease Contract (COVID-19 Rental Debt)	1, 2, ⑤ 2, 5
	Collections (09)	<input type="checkbox"/> 0901 Collections Case – Seller Plaintiff <input type="checkbox"/> 0902 Other Promissory Note/Collections Case <input type="checkbox"/> 0903 Collections Case – Purchased Debt (charged off consumer debt purchased on or after January 1, 2014) <input type="checkbox"/> 0904 Collections Case – COVID-19 Rental Debt	5, 6, 11 5, 11 5, 6, 11 5, 11
	Insurance Coverage (18)	<input type="checkbox"/> 1801 Insurance Coverage (not complex)	1, 2, 5, 8
	Other Contract (37)	<input type="checkbox"/> 3701 Contractual Fraud	1, 2, 3, 5
		<input type="checkbox"/> 3702 Tortious Interference <input type="checkbox"/> 3703 Other Contract Dispute (not breach/insurance/fraud/ negligence)	1, 2, 3, 5 1, 2, 3, 8, 9
Real Property	Eminent Domain/ Inverse Condemnation (14)	<input type="checkbox"/> 1401 Eminent Domain/Condemnation Number of Parcels _____	2, 6
	Wrongful Eviction (33)	<input type="checkbox"/> 3301 Wrongful Eviction Case	2, 6
	Other Real Property (26)	<input type="checkbox"/> 2601 Mortgage Foreclosure	2, 6
<input type="checkbox"/> 2602 Quiet Title		2, 6	
<input type="checkbox"/> 2603 Other Real Property (not eminent domain, landlord/tenant, foreclosure)		2, 6	
Unlawful Detainer	Unlawful Detainer – Commercial (31)	<input type="checkbox"/> 3101 Unlawful Detainer – Commercial (not drugs or wrongful eviction)	6, 11
	Unlawful Detainer – Residential (32)	<input type="checkbox"/> 3201 Unlawful Detainer – Residential (not drugs or wrongful eviction)	6, 11
	Unlawful Detainer – Post Foreclosure (34)	<input type="checkbox"/> 3401 Unlawful Detainer – Post Foreclosure	2, 6, 11
	Unlawful Detainer – Drugs (38)	<input type="checkbox"/> 3801 Unlawful Detainer – Drugs	2, 6, 11
Judicial Review	Asset Forfeiture (05)	<input type="checkbox"/> 0501 Asset Forfeiture Case	2, 3, 6
	Petition re Arbitration (11)	<input type="checkbox"/> 1101 Petition to Compel/Confirm/Vacate Arbitration	2, 5
	Writ of Mandate (02)	<input type="checkbox"/> 0201 Writ – Administrative Mandamus	2, 8
<input type="checkbox"/> 0202 Writ – Mandamus on Limited Court Case Matter		2	
<input type="checkbox"/> 0203 Writ – Other Limited Court Case Review		2	

SHORT TITLE American Health Connection, Inc. v. Pulmonary Associates of Richmond, Inc.	CASE NUMBER
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	A Civil Case Cover Sheet Case Type	B Type of Action (check only one)	C Applicable Reasons (See Step 3 above)
Judicial Review	Other Judicial Review (39)	<input type="checkbox"/> 3901 Other Writ/Judicial Review	2, 8
		<input type="checkbox"/> 3902 Administrative Hearing	2, 8
		<input type="checkbox"/> 3903 Parking Appeal	2, 8
Provisionally Complex Litigation	Antitrust/Trade Regulation (03)	<input type="checkbox"/> 0301 Antitrust/Trade Regulation	1, 2, 8
	Asbestos (04)	<input type="checkbox"/> 0401 Asbestos Property Damage	1, 11
		<input type="checkbox"/> 0402 Asbestos Personal Injury/Wrongful Death	1, 11
	Construction Defect (10)	<input type="checkbox"/> 1001 Construction Defect	1, 2, 3
	Claims Involving Mass Tort (40)	<input type="checkbox"/> 4001 Claims Involving Mass Tort	1, 2, 8
	Securities Litigation (28)	<input type="checkbox"/> 2801 Securities Litigation Case	1, 2, 8
	Toxic Tort Environmental (30)	<input type="checkbox"/> 3001 Toxic Tort/Environmental	1, 2, 3, 8
Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> 4101 Insurance Coverage/Subrogation (complex case only)	1, 2, 5, 8	
Enforcement of Judgment	Enforcement of Judgment (20)	<input type="checkbox"/> 2001 Sister State Judgment	2, 5, 11
		<input type="checkbox"/> 2002 Abstract of Judgment	2, 6
		<input type="checkbox"/> 2003 Confession of Judgment (non-domestic relations)	2, 9
		<input type="checkbox"/> 2004 Administrative Agency Award (not unpaid taxes)	2, 8
		<input type="checkbox"/> 2005 Petition/Certificate for Entry of Judgment Unpaid Tax	2, 8
		<input type="checkbox"/> 2006 Other Enforcement of Judgment Case	2, 8, 9
Miscellaneous Civil Complaints	RICO (27)	<input type="checkbox"/> 2701 Racketeering (RICO) Case	1, 2, 8
	Other Complaints (not specified above) (42)	<input type="checkbox"/> 4201 Declaratory Relief Only	1, 2, 8
		<input type="checkbox"/> 4202 Injunctive Relief Only (not domestic/harassment)	2, 8
		<input type="checkbox"/> 4203 Other Commercial Complaint Case (non-tort/non-complex)	1, 2, 8
<input type="checkbox"/> 4304 Other Civil Complaint (non-tort/non-complex)	1, 2, 8		
Miscellaneous Civil Petitions	Partnership Corporation Governance (21)	<input type="checkbox"/> 2101 Partnership and Corporation Governance Case	2, 8
	Other Petitions (not specified above) (43)	<input type="checkbox"/> 4301 Civil Harassment with Damages	2, 3, 9
		<input type="checkbox"/> 4302 Workplace Harassment with Damages	2, 3, 9

SHORT TITLE American Health Connection, Inc. v. Pulmonary Associates of Richmond, Inc.	CASE NUMBER
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	A Civil Case Cover Sheet Case Type	B Type of Action (check only one)	C Applicable Reasons (See Step 3 above)
Miscellaneous Civil Petitions	Other Petitions (not specified above) (43)	<input type="checkbox"/> 4303 Elder/Dependent Adult Abuse Case with Damages	2, 3, 9
		<input type="checkbox"/> 4304 Election Contest	2
		<input type="checkbox"/> 4305 Petition for Change of Name/Change of Gender	2, 7
		<input type="checkbox"/> 4306 Petition for Relief from Late Claim Law	2, 3, 8
		<input type="checkbox"/> 4307 Other Civil Petition	2, 9

Step 4: Statement of Reason and Address: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected. Enter the address, which is the basis for the filing location including zip code. (No address required for class action cases).

REASON: <input type="checkbox"/> 1. <input type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input checked="" type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10. <input type="checkbox"/> 11.			ADDRESS: 8484 Wilshire Blvd., Ste 501
CITY: Beverly Hills	STATE: CA	ZIP CODE: 90211	

Step 5: Certification of Assignment: I certify that this case is properly filed in the West District of the Superior Court of California, County of Los Angeles [Code of Civ. Proc., 392 et seq., and LASC Local Rule 2.3(a)(1)(E)]

Dated: 05/20/2022

(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 LASC CIV 109 (05/22).
5. Payment in full of the filing fee, unless there is a court order for waiver, partial or schedule payments.
6. A signed order appointing a 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 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.

<p>SUPERIOR COURT OF CALIFORNIA COUNTY OF LOS ANGELES</p>	<p style="font-size: small;">Reserved for Clerk's File Stamp</p> <p style="font-size: large; font-weight: bold;">FILED</p> <p>Superior Court of California County of Los Angeles</p> <p style="font-size: large; font-weight: bold;">05/20/2022</p> <p style="font-size: small;">Sherri R. Carter, Executive Officer / Clerk of Court</p> <p>By: <u>S. Watson</u> Deputy</p>
<p style="font-size: x-small;">COURTHOUSE ADDRESS:</p> <p>Santa Monica Courthouse 1725 Main Street, Santa Monica, CA 90401</p>	
<p>NOTICE OF CASE ASSIGNMENT</p> <p>UNLIMITED CIVIL CASE</p>	
<p>Your case is assigned for all purposes to the judicial officer indicated below.</p>	<p style="font-size: x-small;">CASE NUMBER:</p> <p>22SMCV00751</p>

THIS FORM IS TO BE SERVED WITH THE SUMMONS AND COMPLAINT

	ASSIGNED JUDGE	DEPT	ROOM		ASSIGNED JUDGE	DEPT	ROOM
✓	H. Jay Ford III	0					

Given to the Plaintiff/Cross-Complainant/Attorney of Record Sherri R. Carter, Executive Officer / Clerk of Court
 on 05/25/2022 (Date) S. Watson, Deputy Clerk

INSTRUCTIONS FOR HANDLING UNLIMITED CIVIL CASES

The following critical provisions of the California Rules of Court, Title 3, Division 7, as applicable in the Superior Court, are summarized for your assistance.

APPLICATION

The Division 7 Rules were effective January 1, 2007. They apply to all general civil cases.

PRIORITY OVER OTHER RULES

The Division 7 Rules shall have priority over all other Local Rules to the extent the others are inconsistent.

CHALLENGE TO ASSIGNED JUDGE

A challenge under Code of Civil Procedure Section 170.6 must be made within **15** days after notice of assignment for all purposes to a judge, or if a party has not yet appeared, within 15 days of the first appearance.

TIME STANDARDS

Cases assigned to the Independent Calendaring Courts will be subject to processing under the following time standards:

COMPLAINTS

All complaints shall be served within 60 days of filing and proof of service shall be filed within 90 days.

CROSS-COMPLAINTS

Without leave of court first being obtained, no cross-complaint may be filed by any party after their answer is filed. Cross-complaints shall be served within 30 days of the filing date and a proof of service filed within 60 days of the filing date.

STATUS CONFERENCE

A status conference will be scheduled by the assigned Independent Calendar Judge no later than 270 days after the filing of the complaint. Counsel must be fully prepared to discuss the following issues: alternative dispute resolution, bifurcation, settlement, trial date, and expert witnesses.

FINAL STATUS CONFERENCE

The Court will require the parties to attend a final status conference not more than 10 days before the scheduled trial date. All parties shall have motions in limine, bifurcation motions, statements of major evidentiary issues, dispositive motions, requested form jury instructions, special jury instructions, and special jury verdicts timely filed and served prior to the conference. These matters may be heard and resolved at this conference. At least five days before this conference, counsel must also have exchanged lists of exhibits and witnesses, and have submitted to the court a brief statement of the case to be read to the jury panel as required by Chapter Three of the Los Angeles Superior Court Rules.

SANCTIONS

The court will impose appropriate sanctions for the failure or refusal to comply with Chapter Three Rules, orders made by the Court, and time standards or deadlines established by the Court or by the Chapter Three Rules. Such sanctions may be on a party, or if appropriate, on counsel for a party.

This is not a complete delineation of the Division 7 or Chapter Three Rules, and adherence only to the above provisions is therefore not a guarantee against the imposition of sanctions under Trial Court Delay Reduction. Careful reading and compliance with the actual Chapter Rules is imperative.

Class Actions

Pursuant to Local Rule 2.3, all class actions shall be filed at the Stanley Mosk Courthouse and are randomly assigned to a complex judge at the designated complex courthouse. If the case is found not to be a class action it will be returned to an Independent Calendar Courtroom for all purposes.

***Provisionally Complex Cases**

Cases filed as provisionally complex are initially assigned to the Supervising Judge of complex litigation for determination of complex status. If the case is deemed to be complex within the meaning of California Rules of Court 3.400 et seq., it will be randomly assigned to a complex judge at the designated complex courthouse. If the case is found not to be complex, it will be returned to an Independent Calendar Courtroom for all purposes.

Assigned for all purposes to: Santa Monica Courthouse, Judicial Officer: H. Ford III

Electronically FILED by Superior Court of California, County of Los Angeles on 05/20/2022 02:58 PM Sherri R. Carter, Executive Officer/Clerk of Court, by S. Watson, Deputy Clerk

1 **DOLL AMIR & ELEY LLP**
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 5 Los Angeles, California 90017
 6 Tel: 213.542.3380
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8 Attorneys for Plaintiff,
 9 AMERICAN HEALTH CONNECTION, INC.

10 **SUPERIOR COURT**
 11 **COUNTY OF LOS ANGELES**

12 AMERICAN HEALTH CONNECTION, INC.,
 13 a Nevada corporation,

14 Plaintiff,

15 v.

16 PULMONARY ASSOCIATES OF
 17 RICHMOND, INC., a Virginia corporation, and
 18 DOES 1 through 25, inclusive,

19 Defendant(s).

Case No. **22SMCV00751**

**COMPLAINT FOR BREACH OF
 CONTRACT**

DOLL AMIR & ELEY LLP

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DOLL AMIR & ELEY LLP

1 Plaintiff American Health Connection, Inc. (“AHC” or “Plaintiff”) seeks recovery from
2 Defendant Pulmonary Associates of Richmond, Inc. (“PAR”) for breach of contract. In support of
3 the Complaint, AHC states and alleges as follows:

4 **I. THE PARTIES**

5 1. Plaintiff AHC is, and at all times mentioned herein was, a corporation duly organized
6 and existing under the laws of the State of Nevada with its principal place of business in Beverly
7 Hills, California, and is a citizen of California.

8 2. Plaintiff is informed, believes, and based thereon alleges that Defendant PAR is a
9 [Virginia] corporation with its principal place of business in Richmond Virginia, and is a citizen of
10 [Richmond, Virginia].

11 3. Plaintiff is unaware of the true names and capacities of the Defendants sued herein as
12 Does 1 through 25, inclusive, and therefore sues said Doe Defendants by such fictitious names.
13 Plaintiff is informed and believes, and based thereon alleges, that the Doe Defendants are legally
14 responsible in some manner for the events and happenings alleged herein, and that Plaintiff’s
15 damages were proximately caused by their conduct. Plaintiff will seek leave of the Court to amend
16 this Complaint to allege the true names and capacities of the Doe Defendants as they are
17 ascertained.

18 **II. GENERAL ALLEGATIONS**

19 4. AHC is in the business of providing healthcare companies with patient
20 communication management services. As part of its “Patient Communication Management”
21 processes, AHC offers its healthcare clients centralized scheduling, pre-registration, insurance
22 verification, physician referral services, pre-authorizations, appointment reminders, answering
23 services and patient access consulting.

24 5. On or about January 20, 2020, AHC entered into written “Services Agreement” with
25 PAR. A true and correct copy of the Services Agreement is attached hereto as Exhibit A.

26 6. Pursuant to paragraph 13 of the Agreement, PAR was to provide 30 days written to
27 notice to AHC of any unexpected change in call volume by 15% or more so that AHC has sufficient
28 time to increase or decrease its staff allocated to PAR’s account.

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1 7. In June of 2021, AHC noticed an abrupt 50% decrease in call volumes, with no
2 notice of this change from PAR. AHC would not learn until later that PAR had intentionally
3 changed the call routing so only one of three queues would be routed to AHC – resulting in this 50%
4 decrease.

5 8. Call volumes continued to decrease thereafter. By March of 2022, call volumes had
6 decreased by 97% (which later became 99%). William Neer of PAR informed AHC that it was
7 PAR’s “goal to have as few calls rollover to AHC as possible.” In other words, PAR had taken the
8 process in-house, but had done so without providing any notice to AHC of this intentional change in
9 call volume so that AHC could mitigate its losses by increasing or decreasing staff allocated to
10 PAR’s account.

11 9. On March 29, 2022, after repeated emails attempting to obtain answers to its
12 questions about the decreased call volume, PAR’s President, Dr. Kenneth Haft, sent an email to
13 AHC stating that he “strongly suggest you stop emailing various individuals at PAR.”

14 10. Later Dr. Haft called AHC and threatened that if AHC did not retract its demand for
15 payment he would notify all clinics in the industry that AHC was a “bad company” with whom
16 “they shouldn’t do business,” and slander AHC in Yelp reviews to cause maximum financial harm.
17 These were more than strongarm negotiation tactics by Dr. Haft; they were extortionary. PAR had
18 made no complaints about AHC’s service at any time that they worked together. In fact, when
19 asked by AHC requested to terminate the contract, PAR refused to do so, and still has not
20 terminated the contract to this day.

21 11. Paragraph 14 of the Services Agreement provides that upon termination, PAR must
22 pay AHC for all unpaid services. PAR currently owes AHC \$142,492.79 exclusive of fees and costs
23 of this lawsuit, and without calculating pre-judgment interest.

24 12. PAR has irrevocably consented to the jurisdiction of this Court, which, along with
25 the federal court in the Southern District of California, provides the “exclusive venue” for this
26 dispute.

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FIRST CAUSE OF ACTION
(BREACH OF CONTRACT)
(Against PAR)

13. AHC re-alleges and incorporates by reference as if fully set forth herein the allegations of paragraphs 1 through 11 above.

14. PAR has breached the Services Agreement in the manner described above.

15. As a direct and proximate result of PAR’s breaches, AHC has incurred damages in the amount of \$142,492.79, plus interest and other costs that continue to accrue, including reasonable attorney’s fees and other costs incurred in connection with the prosecution of this litigation, as well as other general, compensatory and consequential damages (flowing from PAR’s breaches described herein.

III. PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment as follows:

1. For actual, general, compensatory, and consequential damages in an amount to be proven at trial, but not less than \$142,492.79.
2. For interest thereon from balance due date, until paid;
3. For Plaintiff’s reasonable attorney fees;
4. For pre-judgment interest at the rate of 10%;
5. For Plaintiff’s costs of suit incurred herein; and
6. For such other and further relief as this Court deems just and proper.

DATED: May 20, 2022

DOLL AMIR & ELEY LLP

By: 
GREGORY L. DOLL

Attorneys for Plaintiff,
AMERICAN HEALTH CONNECTION, INC.

Exhibit A



8484 Wilshire Blvd. Ste 501
Beverly Hills, CA 90211

**AMERICAN HEALTH CONNECTION
SERVICES AGREEMENT**

This Services Agreement (this “**Agreement**”) is by and between American Health Connection, a Nevada Corporation (“**AHC**”), and the undersigned entity named on Exhibit A attached hereto (the “**CLIENT**”) (AHC and CLIENT collectively referred to as “**Parties**” hereinafter) entered into and effective as of Jan. 20, 2020 (the “**Effective Date**”).

1. SUBSCRIBING TO AMERICAN HEALTH CONNECTION

The CLIENT hereby agrees to pay for the services and products provided by AHC under this Agreement (collectively, the “**Services**”) and at the rates disclosed to the CLIENT on Exhibit A.

2. TERM

The term of this Agreement shall be one (1) year (the “**Initial Term**”), commencing on the date AHC first provides Services to CLIENT, as set forth on Exhibit A (the “**Commencement Date**”). Upon expiration of the Initial Term, this Agreement shall automatically renew for successive one (1) year periods (each a “**Renewal Term**”) unless either party provides written notice at least ninety (90) days prior to the expiration of the Initial Term or any Renewal Term that it does not wish this Agreement to renew.

3. BILLING AND PAYMENT

AHC shall bill CLIENT semi-monthly for the Services. CLIENT shall pay AHC the amount of each invoice (not disputed in good faith) within thirty (30) days after the date of the invoice. Any overdue amount shall be subject to a late fee of five percent (5%) and shall accrue interest at the rate of one and one-half percent (1.5%) per month until paid. CLIENT shall be responsible for all reasonable costs of collection, including, without limitation, reasonable attorney’s fees and costs, incurred by AHC in its efforts to enforce the terms of this Agreement. To the extent CLIENT requires a purchase order (“**PO**”) to make any payment under this Agreement, CLIENT agrees to immediately provide a PO to AHC upon the signing of this Agreement. Payment shall be by check, ACH debit or wire transfer only to AHC or to an account designated by AHC and shall be in U.S. dollars. All pricing and fees specified in Exhibit A or otherwise quoted by AHC are exclusive of all taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales and use, or withholding taxes assessable by any local, state, federal or foreign jurisdiction (collectively, “**Taxes**”). CLIENT is responsible for paying all Taxes associated with its purchases hereunder. If AHC has the legal obligation to pay or collect Taxes for which CLIENT is responsible under this paragraph, the appropriate amount shall be invoiced to and paid by CLIENT unless CLIENT provides AHC with a valid tax exemption certificate authorized by the appropriate taxing authority. In addition to any other remedy provided herein, if payment is not received in full when due, upon ten (10) days prior written notice from AHC to CLIENT, AHC may suspend Services and/or access to the System (defined below) until such time as payment is received and CLIENT is subject to any remedies available to AHC.

In the event that any invoiced amount is disputed in good faith by CLIENT, CLIENT shall deliver written notice of such disputed amount to AHC within fifteen (15) days of the date of the invoice

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and such notice shall toll CLIENT's payment obligation until resolution of the dispute as described herein. In the absence of timely written notice, CLIENT waives the right to dispute the amount of such invoice. Upon receipt of written notice of a billing dispute, AHC shall promptly deliver to CLIENT backup or other information reasonably necessary to support the correctness of any disputed amount (the "**Support Documentation**"). CLIENT shall have fifteen (15) days (the "**Client Review Period**") to examine the Support Documentation and shall pay all portions of such disputed amount which have been substantiated by the Support Documentation. In the event the Parties are unable to resolve any remaining disputed amount within fifteen (15) days after the end of the Client Review Period, either Party may explore any remedies available to it.

4. CLIENT INFORMATION TO AHC

The CLIENT acknowledges that Exhibit A is complete and accurate and agrees to advise AHC of any changes to the standing orders or permanent instructions such as changes in workflow, phone numbers, personnel phone numbers, pager numbers, reach instructions, use instructions, on call schedules and other pertinent information needed to service the CLIENT. Permanent changes to the account file will be given to a supervisory staff member of AHC via fax or email. AHC requires notice at least forty-eight (48) hours prior to the time the change is to become effective. Incomplete or inaccurate information or failure to report such information without appropriate notification (forty-eight (48) hours) may result in delay or failure to provide Services incorporating the new information.

5. AUTOMATED MESSAGES AND ACCOUNTS

The CLIENT is solely responsible for the information or content submitted, posted, transmitted or made available through CLIENT's use of the Services. CLIENT may use the Services to transmit personalized wording, images and language ("**Messages**") or direct AHC to make contacts via any channel to, or with, CLIENT's patients, customers, partners, or other recipients (the "**Recipient**" or "**Recipients**"). CLIENT is responsible for maintaining the confidentiality of CLIENT's accounts and owner numbers and necessary codes, passwords and personal identification numbers used in conjunction with the Services and for all uses of the Services in association with CLIENT's accounts whether or not authorized by CLIENT including unintended usage due to holidays, daylight savings, computer clock errors or similar circumstances. CLIENT acknowledges and agrees that AHC does not control nor monitor CLIENT's Messages nor guarantee the accuracy, integrity, security or quality of such Messages. Use of recording or taping any use of the Services by CLIENT may subject CLIENT to laws or regulations and CLIENT is solely responsible for and obligated to provide any required notification to those being recorded or taped. CLIENT represents and warrants that: (a) CLIENT is solely responsible for Messages; (b) CLIENT has the legal right to use and send all Messages to the Recipients; (c) the timing and purpose of all Messages, campaigns and programs are in compliance with all applicable laws, rules and regulations; (d) AHC's use of the Messages as directed shall not violate the rights of any third party or any law, rules or regulation.

CLIENT represents and warrants that it has obtained prior express consent to contact each wireless phone number CLIENT delivers or has delivered to AHC in connection with the provision of any

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Services delivering a prerecorded or text message (“**Notification Services**”) and the intended Recipients are the current subscribers to, or the non-subscriber customary users of, the wireless phone numbers;

If the Messages are initiated to induce the purchase of goods or services or to solicit a charitable contribution (“**Solicitations**”), CLIENT has incorporated an interactive opt-out mechanism as part of the program;

CLIENT has, unless an exemption applies, obtained from the Recipient of any Solicitation an express written agreement that meets the requirements set forth in Section 310.4(b)(1)(v)(A) of the FTC’s Telemarketing Sales Rule and Section 64.1200(f)(8) of the FCC’s Telephone Consumer Protection Act Rules; and

The Parties agree that, where AHC reasonably believes CLIENT may not have complied with the provisions of this Section or with all laws, rules and regulations, AHC may, at its sole option (i) compare all numbers against any appropriate data base deemed necessary to remove all wireless phone numbers and promptly notify CLIENT of such action, (ii) insert an interactive opt-out mechanism and pass the resulting data to CLIENT, or (iii) temporarily suspend Services related to the compliance concern.

CLIENT shall indemnify, defend and hold AHC, its affiliates and their officers, directors, employees and agents harmless from and against any and all claims of loss, damages, liability, costs, and expenses (including reasonable attorneys’ fees and expenses) arising out of or resulting from (i) AHC following CLIENT’s instructions in sending the Messages or (ii) CLIENT’s breach of any representation and warranty set forth in this Section.

6. AHC INFORMATION TO CLIENT

AHC’s role hereunder is to relay information from/to the callers of the CLIENT as instructed by the CLIENT. AHC operates as a health care exclusive call center. AHC’s call center agents (the “**Agents**”) are trained in certain health care terminology including but not limited to the names and functions of certain physician specialties, sub-specialties, diagnostic tests and medical equipment, information regarding home health care, infusion services, pharmacy, hospice, hospital locations and areas within hospitals in addition to computer training, speech training and any other areas that AHC deems necessary or important to the training and production of the operators in servicing the CLIENT’s requirements on Exhibit A.

CLIENT acknowledges that the Agents and employees of AHC are not qualified or permitted by AHC policy or by state law to render medical advice or to make any determination or decision as to a caller’s condition or medical needs. CLIENT acknowledges that AHC may at its discretion, record conversation in part or in its entirety, with or without the immediate knowledge of the CLIENT or its callers, but in all instances, in accordance with applicable law. Recorded voice files will be maintained for ninety (90) days following the call and may be accessed by CLIENT during such time. AHC requires at least forty-eight (48) hours to locate and retrieve recordings requested

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by the CLIENT. In order to process any request, the CLIENT must provide a valid originating phone number and approximate date and time of the call.

7. ACCESS NUMBERS

Any telephone number assigned by AHC to CLIENT for use in accessing the Services is and shall remain the sole property of AHC. Any telephone number assigned by CLIENT to AHC for use in accessing the Services is and shall remain the sole property of the CLIENT. AHC may assign, designate, or change any number(s) and address(es), which are the sole property of AHC, in its sole discretion.

8. GRACE PERIOD

CLIENT shall allow AHC a six (6) month grace period from the Commencement Date (the "**Grace Period**"), which CLIENT hereby acknowledges is a reasonable period of time, to correct and adjust its operations, staffing, and telephone configurations to CLIENT's standards. During the Grace Period, CLIENT shall expedite providing any required information necessary for AHC to provide the Services in accordance with CLIENT's requirements.

9. SOFTWARE AND SYSTEMS

CLIENT acknowledges and agrees that the software, programs, and systems (collectively, the "**System**") used by AHC in providing the Services was developed exclusively at private expense by AHC. CLIENT agrees that the Services and the System and all right, title and interest in any aspect of them and all edits, improvements, additions, modifications and derivative works prepared from or relating to them are and will remain the exclusive property of AHC. AHC will have the unrestricted and permanent right to use and implement all ideas, advice, recommendations or proposals of CLIENT with respect to the Services in any manner and in any media.

CLIENT acknowledges that AHC expressly disclaims liability for incorrect data or information inputted into the System or for errors in output or results caused by the same or by a third party.

In accordance with the terms and conditions of this Agreement, including the license restrictions set forth below, AHC hereby grants to CLIENT during the Term a temporary, non-exclusive, non-transferable, revocable license to allow one or more individuals employed or engaged by CLIENT and registered as a user in the System (each an "**Authorized User**") to access and use the System for the sole purpose of monitoring call center operation and limited to CLIENT's and Authorized Users' calls.

Without expanding the limited license grant herein, CLIENT and Authorized Users shall not (a) disassemble, decompile, reverse compile or reverse engineer the System, or take any action in order to derive a source code equivalent of the System (except as otherwise required under applicable law, in which case any such works are considered "**Derivative Works of the Products**" and thus are the sole and exclusive property of AHC), (b) release to any third party results of any benchmark, performance, or functionality tests performed on the System, (c) release to any third

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party any results obtained through use of the System including, without limitation, media or text output, (d) incorporate, bundle or pre-load any portion of the System into any software or computing device of CLIENT except as expressly set forth in the Agreement, (e) create Derivative Works of the Products, (f) sublicense the System or any portion thereof to a third party, or otherwise permit use of the System including, without limitation, timesharing or networking use by any third party, except as expressly set forth in the Agreement, or (g) link, combine or use the System with any open source software without the written permission of AHC if such linkage, combination or use would create a risk, or have the "viral" effect, of disclosing or licensing AHC's source code or rendering any AHC patent unenforceable under the GNU General Public License or under the terms of any other open source license applicable thereto.

Without limiting the terms and conditions contained in this Agreement, CLIENT hereby agrees that it will be responsible for and jointly and severally liable with each Authorized User for any and all damages resulting from a failure of any Authorized User to use the System in the manner set forth in this Agreement. In the event of such failure, AHC may bring an action against CLIENT or the relevant Authorized User, or any and all such parties together.

Components of the System located on-premise at a CLIENT location ("**Local Components**") shall be shipped F.O.B. AHC's location to the CLIENT-designated site. Risk of loss shall pass from AHC to Client upon shipper confirming delivery to CLIENT-designated site. Local Components other than hardware purchased by CLIENT hereunder shall be returned to AHC within thirty (30) days of the date of termination or expiration of the Term in good state of repair, in sound operating condition, ordinary wear and tear excepted.

10. CONFIDENTIALITY

AHC shall hold in confidence, all confidential information pertaining to CLIENT and shall not disclose or use such confidential information except for the purpose of performing its obligations pursuant to this Agreement, as otherwise authorized in writing by the CLIENT or as required by law or governmental agency. Information whether written or verbal, regarding the business and operations of the CLIENT or its affiliated agencies, vendors and/or clients, including and without limitation to information with respect to its patient records, telephone numbers, addresses, financial conditions or arrangements (the "**Confidential Information**") shall be determined to be strictly confidential, except to the extent that such information is lawfully and without breach of confidential obligation made available without restriction to the general public or is disclosed pursuant to a requirement of a governmental agency or court order.

AHC shall have the right to provide CLIENT's Confidential Information to (a) consultants and contractors of AHC qualified to assist with the maintenance and support of computing infrastructure within AHC's data processing facilities for the sole purpose of enabling such consultants and contractors to so assist AHC with such maintenance and support, (b) any entity managing AHC's IT infrastructure systems for AHC's data processing facilities engaged by AHC (each an "**IT Management Provider**"), acting within the scope of a standard IT infrastructure management agreement with AHC for the sole purposes of enabling such IT Management Provider to fulfill its obligations under its IT management agreement with AHC; (c) legal or financial

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advisors; and (d) present or future providers of venture capital and/or potential private investors in or acquirers of AHC. Each such consultant, contractor, IT Management Provider and advisor shall agree in writing to exercise the degree of care relative to CLIENT's Confidential Information to the same extent AHC is bound under the terms and conditions of this Agreement.

11. HIPAA AND HITECH COMPLIANCE; BUSINESS ASSOCIATE AGREEMENTS

Each Party shall comply with all applicable laws, regulations and administrative rules relating to privacy, security and electronic transactions, including, without limitation, those promulgated under the Health Insurance Portability and Accountability Act ("HIPAA") and those promulgated under the Health Information Technology for Economic and Clinical Health Act ("HITECH"), and agrees to promptly execute and deliver any and all business associate agreements determined necessary or desirable by the other Party. The Parties agree to amend this Agreement to conform with any new legislation, or revised laws, regulations or administrative rules to which the Parties are subject to now or in the future including, without limitation, relating to HIPAA and HITECH.

12. EXCLUSIVE COMMITMENT OF CLIENT

For so long as this Agreement is in effect, CLIENT agrees that AHC shall be CLIENT's exclusive provider of the services outlines in the Exhibit A.

13. CHANGES IN WORK FLOW

If AHC provides overflow coverage for the CLIENT, the CLIENT shall provide a minimum of thirty (30) days notice to AHC prior to a change in call volume which is unexpected by AHC (other than seasonal variations and similar factors in normal operations) of at least fifteen percent (15%). CLIENT shall assure that AHC has sufficient time to increase or decrease its staff allocated to the CLIENT's account. AHC and the CLIENT may mutually agree in writing to a shorter notice, if AHC determines that it can affect the change on less notice. CLIENT's failure to provide timely notice of an at least fifteen percent (15%) decrease in call volume shall result in CLIENT being billed at the pre-reduced work flow rate until timely notice by CLIENT is provided to AHC.

14. TERMINATION

In addition to the termination rights set forth above in Paragraph 2, either party may terminate this Agreement effective immediately upon written notice, if (i) the other party materially breaches any non-monetary obligation under this Agreement and fails to cure such breach within thirty (30) days following written notice thereof to the breaching party which specifies in reasonable detail the nature of the breach; (ii) CLIENT fails to make timely payments due under this Agreement, (iii) there is abusive treatment or profane language to AHC operators or staff by the CLIENT and/or any staff member or employee of the CLIENT (iv) (a) a party files a voluntary petition for bankruptcy, (b) is adjudicated bankrupt, (c) has a court assume jurisdiction of its assets under a federal reorganization act, or (d) becomes insolvent or suspends business. Upon termination, all Services provided by AHC to CLIENT through the date of termination must be paid for in full. CLIENT's obligation to pay for Services provided survives termination of this Agreement.

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Beverly Hills, CA 90211

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, AHC UNDERTAKES NO OBLIGATION TO PROVIDE ERROR-FREE OR FAULT-FREE ITEMS OR SERVICES. TO THE EXTENT PERMITTED BY LAW, SERVICES ARE PROVIDED "AS IS", WITH ALL FAULTS AND DEFECTS. EXCEPT AS EXPRESSLY PROVIDED HEREIN, AHC DISCLAIMS AND WILL NOT BE DEEMED TO HAVE MADE ANY REPRESENTATION OR WARRANTY OF ANY KIND OR NATURE, DIRECTLY OR INDIRECTLY, EXPRESS OR IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW) WITH RESPECT TO ANY SERVICE OR ITEM PROVIDED HEREUNDER, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, TITLE, DESIGN, NON-INFRINGEMENT, OPERATION OR FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY ARISING FROM CONDUCT, COURSE OF DEALING, CUSTOM OR USAGE IN TRADE.

No claim against AHC of any kind under any circumstance will be made more than three (3) months after CLIENT knows, or in the exercise of reasonable care, could know, of (i) such claim, (ii) an act or omission of AHC that would likely give rise to such claim (even if the connection with any damage is not known or knowable), or (iii) any material damage caused by or likely to be caused by such act or omission or to be a part of such claim (even if the extent or the nature of damage is not known or knowable).

AHC's cumulative, aggregate liability in connection with or arising in any way or in any degree from the Agreement, from the Services or otherwise from the acts or omissions of AHC under any and all legal theories will not exceed the lesser of (i) CLIENT's actual damages or (ii) the total aggregate amount paid by CLIENT to AHC in the month before such liability is assessed or before termination of the Agreement, whichever is earlier.

17. FORCE MAJEURE

No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

Initials AOJ / VK



8484 Wilshire Blvd. Ste 501
Beverly Hills, CA 90211

18. NOTICES

Any notice required or permitted under this Agreement shall be given in writing and delivered by hand, via a nationally recognized overnight delivery services (e.g., Federal Express), or via registered mail or certified mail, postage pre-paid and return receipt requested, to the following:

AHC: American Health Connection
8484 Wilshire Blvd. Ste 501
Beverly Hills, CA 90211
Attn: General Counsel

CLIENT: Pulmonary Associates of Richmond, Inc.
1000 Bowdoin Parkway Suite 102
Richmond, VA 23225
Attn: Amanda Tucker

Notice of a change in address of one of the parties shall be given in writing to the other party as provided above.

19. MISCELLANEOUS

This Agreement may be modified or amended only by a writing signed by both the CLIENT and AHC. This Agreement will be governed by the laws of California applicable to agreements made and to be performed wholly within California, without regard to conflicts of laws. The Federal District Court for the Southern District of California and the state courts of California sitting in Los Angeles County, California will be the exclusive venue for any court proceeding between the parties arising out of, or in connection with, this Agreement. The parties hereby submit to and consent irrevocably to the jurisdiction of such courts for these purposes. This Agreement is officially binding when both Parties have endorsed this Agreement either below or on any other document(s) attached pertaining to the instructions from the CLIENT to AHC. A copy of the signed Agreement will constitute an original in the hands of the recipient.

No waiver of any of the provisions of this Agreement will operate as a waiver of any other provision, regardless of any similarity that may exist between such provisions, nor may a waiver in one instance operate as a waiver in any future event. No waiver may be binding unless executed in writing by the waiving Party.

[SIGNATURE PAGE TO FOLLOW]

Initials ALT YK



8484 Wilshire Blvd. Ste 501
Beverly Hills, CA 90211

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the day and date written below.

CLIENT: Pulmonary Associates
of Richmond, Inc.

AMERICAN HEALTH CONNECTION, INC.

By: Amanda P. Tucker

By: Yuriy Kotlyar
Yuriy Kotlyar (Jan 21, 2020)

Name: Amanda P. Tucker

Name: Yuriy Kotlyar

Title: Director of Operations

Title: CEO

Date: 1/20/20

Date: Jan 21, 2020

Initials APT, YK



8484 Wilshire Blvd. Ste 501
Beverly Hills, CA 90211

**AMERICAN HEALTH CONNECTION
SERVICES AGREEMENT
EXHIBIT A**

Client Name: Pulmonary Associates of Richmond, Inc.
 Client Address: 1000 Boulders Pkwy, Suite 102 Richmond, VA 23225
 Client Contact: Amanda Tucker
 Client Phone Number: 804-591-3100
 Site(s): multiple all

1. AHC SERVICE FEES

As compensation for the Client Services provided to CLIENTs hereunder, CLIENT shall compensate AHC according to the schedule of payment rates incorporated herein.

Service	Fee per unit
Call Center Services	
Live Agent Calls (per minute of overflow coverage)	\$0.89
Live Agent Calls (per minute of full outsource coverage)	\$0.79
Automated Reminder Calls	
Voice Calls (per minute), Includes the option of transferring to Live Agent.	Waved
Option to transfer to Live Agents (per minute). Waved if combined with Call Center Services.	Waved
Text & Email Reminder Messages (per message)	Waved
Chronic Care Management	
Chronic Care Management (CCM) CPT 99490 - 20-minutes	N/A
Chronic Care Management (CCM) CPT 99487 - Complex CCM 60-minutes	N/A
Chronic Care Management (CCM) CPT 99489- Addn'l 30-minutes (use with 99487)	N/A
Annual Wellness Visit	

Initials AT/TK

8484 Wilshire Blvd. Ste 501
Beverly Hills, CA 90211

Annual Wellness Visit (AWV), Initial CPT G0438 - Scheduling Only	N/A
Annual Wellness Visit (AWV), Initial CPT G0438 - Scheduling + HRA	N/A
Annual Wellness Visit (AWV), Subsequent CPT G0439 - Scheduling Only	N/A
Annual Wellness Visit (AWV), Subsequent CPT G0439 - Scheduling + HRA	N/A
Transitional Care Management	
Transitional Care Management (TCM) CPT 99495 - 14-days after discharge	N/A
Transitional Care Management (TCM) CPT 99496 - 7-days after discharge	N/A
Implementation and Support	
Account setup and Implementation (one-time fee)**	\$3,500.00
Ongoing System Updates and Customization	Waived
Client User Login (per concurrent agent)	Waived
Client Supervisor Login (per concurrent agent)	Waived

- ** Account Setup and Implementation Fee (the "Setup Fee") is a one-time fee and covers Setup and Implementation of all future services.
- All pricing set forth above shall be increased at the rate of three percent (3%) annually on the anniversary of the Commencement Date.
- Prior to the Commencement Date, AHC reserves the right to invoice CLIENT for the coming month's estimated Service fees based upon anticipated volumes as described in this Agreement and if not known the prior month's volumes, as available. Each semi-monthly billing cycle thereafter, AHC will reconcile the fees charged against the Services actually provided. The reconciled amount along with the subsequent semi-monthly estimate of Service fees will be invoiced each billing cycle.

Initials /



Superior Court of California, County of Los Angeles

ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION PACKAGE

THE PLAINTIFF MUST SERVE THIS ADR INFORMATION PACKAGE ON EACH PARTY WITH THE COMPLAINT.

CROSS-COMPLAINANTS must serve this ADR Information Package on any new parties named to the action with the cross-complaint.

What is ADR?

ADR helps people find solutions to their legal disputes without going to trial. The main types of ADR are negotiation, mediation, arbitration, and settlement conferences. When ADR is done by phone, videoconference or computer, it may be called Online Dispute Resolution (ODR). These alternatives to litigation and trial are described below.

Advantages of ADR

- **Saves Time:** ADR is faster than going to trial.
- **Saves Money:** Parties can save on court costs, attorney's fees, and witness fees.
- **Keeps Control** (with the parties): Parties choose their ADR process and provider for voluntary ADR.
- **Reduces Stress/Protects Privacy:** ADR is done outside the courtroom, in private offices, by phone or online.

Disadvantages of ADR

- **Costs:** If the parties do not resolve their dispute, they may have to pay for ADR and litigation and trial.
- **No Public Trial:** ADR does not provide a public trial or a decision by a judge or jury.

Main Types of ADR:

1. **Negotiation:** Parties often talk with each other in person, or by phone or online about resolving their case with a settlement agreement instead of a trial. If the parties have lawyers, they will negotiate for their clients.
2. **Mediation:** In mediation, a neutral mediator listens to each person's concerns, helps them evaluate the strengths and weaknesses of their case, and works with them to try to create a settlement agreement that is acceptable to all. Mediators do not decide the outcome. Parties may go to trial if they decide not to settle.

Mediation may be appropriate when the parties

- want to work out a solution but need help from a neutral person.
- have communication problems or strong emotions that interfere with resolution.

Mediation may not be appropriate when the parties

- want a public trial and want a judge or jury to decide the outcome.
- lack equal bargaining power or have a history of physical/emotional abuse.

How to arrange mediation in Los Angeles County

Mediation for civil cases is voluntary and parties may select any mediator they wish. Options include:

a. The Civil Mediation Vendor Resource List

If all parties agree to mediation, they may contact these organizations to request a "Resource List Mediation" for mediation at reduced cost or no cost (for selected cases):

- **ADR Services, Inc.** Case Manager patricia@adrservices.com (310) 201-0010 (Ext. 261)
- **JAMS, Inc.** Senior Case Manager mbinder@jamsadr.com (310) 309-6204
- **Mediation Center of Los Angeles (MCLA)** Program Manager info@mediationLA.org (833) 476-9145
 - Only MCLA provides mediation in person, by phone and by videoconference.

These organizations cannot accept every case and they may decline cases at their discretion.

Visit www.lacourt.org/ADR.Res.List for important information and FAQs before contacting them.

NOTE: This program does not accept family law, probate, or small claims cases.

b. Los Angeles County Dispute Resolution Programs

<https://wdacs.lacounty.gov/programs/drp/>

- Small claims, unlawful detainers (evictions) and, at the Spring Street Courthouse, limited civil:
 - Free, day- of- trial mediations at the courthouse. No appointment needed.
 - Free or low-cost mediations before the day of trial.
 - For free or low-cost Online Dispute Resolution (ODR) by phone or computer before the day of trial visit

<http://www.lacourt.org/division/smallclaims/pdf/OnlineDisputeResolutionFlyer-EngSpan.pdf>

c. Mediators and ADR and Bar organizations that provide mediation may be found on the internet.

3. **Arbitration:** Arbitration is less formal than trial, but like trial, the parties present evidence and arguments to the person who decides the outcome. In "binding" arbitration, the arbitrator's decision is final; there is no right to trial. In "nonbinding" arbitration, any party can request a trial after the arbitrator's decision. For more information about arbitration, visit <http://www.courts.ca.gov/programs-adr.htm>
4. **Mandatory Settlement Conferences (MSC):** MSCs are ordered by the Court and are often held close to the trial date or on the day of trial. The parties and their attorneys meet with a judge or settlement officer who does not make a decision but assists the parties in evaluating the strengths and weaknesses of the case and in negotiating a settlement. For information about the Court's MSC programs for civil cases, visit <http://www.lacourt.org/division/civil/CI0047.aspx>

Los Angeles Superior Court ADR website: <http://www.lacourt.org/division/civil/CI0109.aspx>

For general information and videos about ADR, visit <http://www.courts.ca.gov/programs-adr.htm>

VOLUNTARY EFFICIENT LITIGATION STIPULATIONS



Superior Court of California
County of Los Angeles



Los Angeles County
Bar Association
Litigation Section

Los Angeles County
Bar Association Labor and
Employment Law Section



Consumer Attorneys
Association of Los Angeles



Southern California
Defense Counsel



Association of
Business Trial Lawyers



California Employment
Lawyers Association

The Early Organizational Meeting Stipulation, Discovery Resolution Stipulation, and Motions in Limine Stipulation are voluntary stipulations entered into by the parties. The parties may enter into one, two, or all three of the stipulations; however, they may not alter the stipulations as written, because the Court wants to ensure uniformity of application. These stipulations are meant to encourage cooperation between the parties and to assist in resolving issues in a manner that promotes economic case resolution and judicial efficiency.

The following organizations endorse the goal of promoting efficiency in litigation and ask that counsel consider using these stipulations as a voluntary way to promote communications and procedures among counsel and with the court to fairly resolve issues in their cases.

◆ Los Angeles County Bar Association Litigation Section ◆

◆ Los Angeles County Bar Association
Labor and Employment Law Section ◆

◆ Consumer Attorneys Association of Los Angeles ◆

◆ Southern California Defense Counsel ◆

◆ Association of Business Trial Lawyers ◆

◆ California Employment Lawyers Association ◆

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY: TELEPHONE NO.: _____ FAX NO. (Optional): _____ E-MAIL ADDRESS (Optional): _____ ATTORNEY FOR (Name): _____	STATE BAR NUMBER 	Reserved for Clerk's File Stamp
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES		
COURTHOUSE ADDRESS:		
PLAINTIFF:		
DEFENDANT:		
STIPULATION – EARLY ORGANIZATIONAL MEETING		CASE NUMBER:

This stipulation is intended to encourage cooperation among the parties at an early stage in the litigation and to assist the parties in efficient case resolution.

The parties agree that:

1. The parties commit to conduct an initial conference (in-person or via teleconference or via videoconference) within 15 days from the date this stipulation is signed, *to discuss and consider whether there can be agreement on the following:*
 - a. Are motions to challenge the pleadings necessary? If the issue can be resolved by amendment as of right, or if the Court would allow leave to amend, could an amended complaint resolve most or all of the issues a demurrer might otherwise raise? If so, the parties agree to work through pleading issues so that a demurrer need only raise issues they cannot resolve. Is the issue that the defendant seeks to raise amenable to resolution on demurrer, or would some other type of motion be preferable? Could a voluntary targeted exchange of documents or information by any party cure an uncertainty in the pleadings?
 - b. Initial mutual exchanges of documents at the “core” of the litigation. (For example, in an employment case, the employment records, personnel file and documents relating to the conduct in question could be considered “core.” In a personal injury case, an incident or police report, medical records, and repair or maintenance records could be considered “core.”);
 - c. Exchange of names and contact information of witnesses;
 - d. Any insurance agreement that may be available to satisfy part or all of a judgment, or to indemnify or reimburse for payments made to satisfy a judgment;
 - e. Exchange of any other information that might be helpful to facilitate understanding, handling, or resolution of the case in a manner that preserves objections or privileges by agreement;
 - f. Controlling issues of law that, if resolved early, will promote efficiency and economy in other phases of the case. Also, when and how such issues can be presented to the Court;
 - g. Whether or when the case should be scheduled with a settlement officer, what discovery or court ruling on legal issues is reasonably required to make settlement discussions meaningful, and whether the parties wish to use a sitting judge or a private mediator or other options as

SHORT TITLE:	CASE NUMBER:
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- discussed in the "Alternative Dispute Resolution (ADR) Information Package" served with the complaint;
- h. Computation of damages, including documents, not privileged or protected from disclosure, on which such computation is based;
 - i. Whether the case is suitable for the Expedited Jury Trial procedures (see information at www.lacourt.org under "Civil" and then under "General Information").
2. The time for a defending party to respond to a complaint or cross-complaint will be extended to _____ for the complaint, and _____ for the cross-complaint, which is comprised of the 30 days to respond under Government Code § 68616(b), and the 30 days permitted by Code of Civil Procedure section 1054(a), good cause having been found by the Civil Supervising Judge due to the case management benefits provided by this Stipulation. A copy of the General Order can be found at www.lacourt.org under "Civil", click on "General Information", then click on "Voluntary Efficient Litigation Stipulations".
(INSERT DATE) (INSERT DATE)
 3. The parties will prepare a joint report titled "Joint Status Report Pursuant to Initial Conference and Early Organizational Meeting Stipulation, and if desired, a proposed order summarizing results of their meet and confer and advising the Court of any way it may assist the parties' efficient conduct or resolution of the case. The parties shall attach the Joint Status Report to the Case Management Conference statement, and file the documents when the CMC statement is due.
 4. References to "days" mean calendar days, unless otherwise noted. If the date for performing any act pursuant to this stipulation falls on a Saturday, Sunday or Court holiday, then the time for performing that act shall be extended to the next Court day

The following parties stipulate:

Date: _____ (TYPE OR PRINT NAME)	➤	_____ (ATTORNEY FOR PLAINTIFF)
Date: _____ (TYPE OR PRINT NAME)	➤	_____ (ATTORNEY FOR DEFENDANT)
Date: _____ (TYPE OR PRINT NAME)	➤	_____ (ATTORNEY FOR DEFENDANT)
Date: _____ (TYPE OR PRINT NAME)	➤	_____ (ATTORNEY FOR DEFENDANT)
Date: _____ (TYPE OR PRINT NAME)	➤	_____ (ATTORNEY FOR _____)
Date: _____ (TYPE OR PRINT NAME)	➤	_____ (ATTORNEY FOR _____)
Date: _____ (TYPE OR PRINT NAME)	➤	_____ (ATTORNEY FOR _____)

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:	STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.: E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name):	FAX NO. (Optional):	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES		
COURTHOUSE ADDRESS:		
PLAINTIFF:		
DEFENDANT:		
STIPULATION – DISCOVERY RESOLUTION		CASE NUMBER:

This stipulation is intended to provide a fast and informal resolution of discovery issues through limited paperwork and an informal conference with the Court to aid in the resolution of the issues.

The parties agree that:

1. Prior to the discovery cut-off in this action, no discovery motion shall be filed or heard unless the moving party first makes a written request for an Informal Discovery Conference pursuant to the terms of this stipulation.
2. At the Informal Discovery Conference the Court will consider the dispute presented by parties and determine whether it can be resolved informally. Nothing set forth herein will preclude a party from making a record at the conclusion of an Informal Discovery Conference, either orally or in writing.
3. Following a reasonable and good faith attempt at an informal resolution of each issue to be presented, a party may request an Informal Discovery Conference pursuant to the following procedures:
 - a. The party requesting the Informal Discovery Conference will:
 - i. File a Request for Informal Discovery Conference with the clerk's office on the approved form (copy attached) and deliver a courtesy, conformed copy to the assigned department;
 - ii. Include a brief summary of the dispute and specify the relief requested; and
 - iii. Serve the opposing party pursuant to any authorized or agreed method of service that ensures that the opposing party receives the Request for Informal Discovery Conference no later than the next court day following the filing.
 - b. Any Answer to a Request for Informal Discovery Conference must:
 - i. Also be filed on the approved form (copy attached);
 - ii. Include a brief summary of why the requested relief should be denied;

SHORT TITLE:	CASE NUMBER:
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- iii. Be filed within two (2) court days of receipt of the Request; and
 - iv. Be served on the opposing party pursuant to any authorized or agreed upon method of service that ensures that the opposing party receives the Answer no later than the next court day following the filing.
- c. No other pleadings, including but not limited to exhibits, declarations, or attachments, will be accepted.
- d. If the Court has not granted or denied the Request for Informal Discovery Conference within ten (10) days following the filing of the Request, then it shall be deemed to have been denied. If the Court acts on the Request, the parties will be notified whether the Request for Informal Discovery Conference has been granted or denied and, if granted, the date and time of the Informal Discovery Conference, which must be within twenty (20) days of the filing of the Request for Informal Discovery Conference.
- e. If the conference is not held within twenty (20) days of the filing of the Request for Informal Discovery Conference, unless extended by agreement of the parties and the Court, then the Request for the Informal Discovery Conference shall be deemed to have been denied at that time.
4. If (a) the Court has denied a conference or (b) one of the time deadlines above has expired without the Court having acted or (c) the Informal Discovery Conference is concluded without resolving the dispute, then a party may file a discovery motion to address unresolved issues.
5. The parties hereby further agree that the time for making a motion to compel or other discovery motion is tolled from the date of filing of the Request for Informal Discovery Conference until (a) the request is denied or deemed denied or (b) twenty (20) days after the filing of the Request for Informal Discovery Conference, whichever is earlier, unless extended by Order of the Court.
- It is the understanding and intent of the parties that this stipulation shall, for each discovery dispute to which it applies, constitute a writing memorializing a "specific later date to which the propounding [or demanding or requesting] party and the responding party have agreed in writing," within the meaning of Code Civil Procedure sections 2030.300(c), 2031.320(c), and 2033.290(c).
6. Nothing herein will preclude any party from applying *ex parte* for appropriate relief, including an order shortening time for a motion to be heard concerning discovery.
7. Any party may terminate this stipulation by giving twenty-one (21) days notice of intent to terminate the stipulation.
8. References to "days" mean calendar days, unless otherwise noted. If the date for performing any act pursuant to this stipulation falls on a Saturday, Sunday or Court holiday, then the time for performing that act shall be extended to the next Court day.

SHORT TITLE:	CASE NUMBER:
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The following parties stipulate:

Date: _____ (TYPE OR PRINT NAME)	➤	_____ (ATTORNEY FOR PLAINTIFF)
Date: _____ (TYPE OR PRINT NAME)	➤	_____ (ATTORNEY FOR DEFENDANT)
Date: _____ (TYPE OR PRINT NAME)	➤	_____ (ATTORNEY FOR DEFENDANT)
Date: _____ (TYPE OR PRINT NAME)	➤	_____ (ATTORNEY FOR DEFENDANT)
Date: _____ (TYPE OR PRINT NAME)	➤	_____ (ATTORNEY FOR _____)
Date: _____ (TYPE OR PRINT NAME)	➤	_____ (ATTORNEY FOR _____)
Date: _____ (TYPE OR PRINT NAME)	➤	_____ (ATTORNEY FOR _____)

Print

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NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:		STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.:		FAX NO. (Optional):	
E-MAIL ADDRESS (Optional):			
ATTORNEY FOR (Name):			
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES			
COURTHOUSE ADDRESS:			
PLAINTIFF:			
DEFENDANT:			
STIPULATION AND ORDER – MOTIONS IN LIMINE			CASE NUMBER:

This stipulation is intended to provide fast and informal resolution of evidentiary issues through diligent efforts to define and discuss such issues and limit paperwork.

The parties agree that:

1. At least ____ days before the final status conference, each party will provide all other parties with a list containing a one paragraph explanation of each proposed motion in limine. Each one paragraph explanation must identify the substance of a single proposed motion in limine and the grounds for the proposed motion.
2. The parties thereafter will meet and confer, either in person or via teleconference or videoconference, concerning all proposed motions in limine. In that meet and confer, the parties will determine:
 - a. Whether the parties can stipulate to any of the proposed motions. If the parties so stipulate, they may file a stipulation and proposed order with the Court.
 - b. Whether any of the proposed motions can be briefed and submitted by means of a short joint statement of issues. For each motion which can be addressed by a short joint statement of issues, a short joint statement of issues must be filed with the Court 10 days prior to the final status conference. Each side's portion of the short joint statement of issues may not exceed three pages. The parties will meet and confer to agree on a date and manner for exchanging the parties' respective portions of the short joint statement of issues and the process for filing the short joint statement of issues.
3. All proposed motions in limine that are not either the subject of a stipulation or briefed via a short joint statement of issues will be briefed and filed in accordance with the California Rules of Court and the Los Angeles Superior Court Rules.

SHORT TITLE:	CASE NUMBER:
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The following parties stipulate:

Date:

(TYPE OR PRINT NAME)



(ATTORNEY FOR PLAINTIFF)

Date:

(TYPE OR PRINT NAME)



(ATTORNEY FOR DEFENDANT)

Date:

(TYPE OR PRINT NAME)



(ATTORNEY FOR DEFENDANT)

Date:

(TYPE OR PRINT NAME)



(ATTORNEY FOR DEFENDANT)

Date:

(TYPE OR PRINT NAME)



(ATTORNEY FOR _____)

Date:

(TYPE OR PRINT NAME)



(ATTORNEY FOR _____)

Date:

(TYPE OR PRINT NAME)



(ATTORNEY FOR _____)

THE COURT SO ORDERS.

Date: _____

JUDICIAL OFFICER

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NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY: TELEPHONE NO.: _____ FAX NO. (Optional): _____ E-MAIL ADDRESS (Optional): _____ ATTORNEY FOR (Name): _____	STATE BAR NUMBER 	Reserved for Clerk's File Stamp
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES		
COURTHOUSE ADDRESS: _____		
PLAINTIFF: _____		
DEFENDANT: _____		
INFORMAL DISCOVERY CONFERENCE (pursuant to the Discovery Resolution Stipulation of the parties)		CASE NUMBER: _____

1. This document relates to:
 - Request for Informal Discovery Conference
 - Answer to Request for Informal Discovery Conference
2. Deadline for Court to decide on Request: _____ (insert date 10 calendar days following filing of the Request).
3. Deadline for Court to hold Informal Discovery Conference: _____ (insert date 20 calendar days following filing of the Request).
4. For a Request for Informal Discovery Conference, **briefly** describe the nature of the discovery dispute, including the facts and legal arguments at issue. For an Answer to Request for Informal Discovery Conference, **briefly** describe why the Court should deny the requested discovery, including the facts and legal arguments at issue.

Electronically FILED by Superior Court of California, County of Los Angeles on 06/24/2022 10:36 AM Sherri R. Carter, Executive Officer/Clerk of Court, by L. Kulkin, Deputy Clerk

1 Wendy Sugg (SBN 223335)
2 Sugg Law Group, a Professional Corporation
3 384 Forest Ave., Suite 15
4 Laguna Beach, CA 92651
5 Telephone: (949) 260-9548
6 Email: wendy@sugglaw.com

7 Attorneys for Defendant
8 PULMONARY ASSOCIATES OF
9 RICHMOND, INC.

10
11 SUPERIOR COURT OF THE STATE OF CALIFORNIA
12 FOR THE COUNTY OF LOS ANGELES

13 AMERICAN HEALTH CONNECTION,) Case No. 22SMCV00751
14 INC., a Nevada corporation,)
15 Plaintiff,) Assigned For All Purposes To:
16 vs.) Hon. H. Jay Ford III, Dept. O
17)
18 PULMONARY ASSOCIATES OF) **ANSWER TO COMPLAINT FOR**
19 RICHMOND, INC., a Virginia corporation,) **BREACH OF CONTRACT**
20 and DOES 1 through 25, inclusive,)
21 Defendant(s).)
22)
23)
24)
25)
26)
27)
28)
Complaint Filed: May 20, 2022

1 Defendant PULMONARY ASSOCIATES OF RICHMOND, INC. (“Defendant”), hereby
2 answers the Complaint (“Complaint”) of AMERICAN HEALTH CONNECTION, INC.
3 (“Plaintiff”) as follows:

4 **GENERAL DENIAL**

5 By virtue of the provisions of Code of Civil Procedure Section 431.30(d), Defendant
6 denies generally and specifically each and every allegation contained in the Complaint of Plaintiff,
7 and each purported cause of action contained therein, and further denies that Plaintiff sustained
8 damage in the sums alleged, or in any sum, or at all, by reason of any act, breach or omission on
9 the part of Defendant or on the part of any agent, servant, representative, employee, predecessor or
10 successor of Defendant.

11 **AFFIRMATIVE DEFENSES**

12 Without admitting any of the allegations of the Complaint, Defendant asserts the following
13 affirmative defenses. By designating the following defenses as affirmative defenses, Defendant
14 does not admit or concede that any such defense is an affirmative defense or that Defendant bears
15 the burden of proof with respect to any such defense.

16 **FIRST AFFIRMATIVE DEFENSE**

17 **(Failure to State a Cause of Action)**

18 The Complaint fails to state facts sufficient to constitute a cause of action upon which relief
19 can be granted against Defendant. Plaintiff is therefore barred from any recovery against Defendant.

20 **SECOND AFFIRMATIVE DEFENSE**

21 **(Statute of Limitations)**

22 The Complaint and the allegations contained therein are barred or diminished, in whole or in
23 part, by the applicable statutes of limitations, including, but not limited to, California Code of Civil
24 Procedure Sections 337, 337a, 343 and/or 344.

25 **THIRD AFFIRMATIVE DEFENSE**

26 **(Complaint is Uncertain)**

27 The Complaint is vague, uncertain, ambiguous, and unintelligible with respect to allegations
28 material to each of Plaintiff’s asserted causes of action, and therefore is insufficient to apprise

1 Defendant of the issues it is to meet.

2 **FOURTH AFFIRMATIVE DEFENSE**

3 **(Accord and Satisfaction)**

4 As a separate and distinct affirmative defense, Defendant alleges that the Complaint and
5 each cause of action therein, or some of them, are barred, in whole or in part, by the doctrine of
6 accord and satisfaction and/or payment.

7 **FIFTH AFFIRMATIVE DEFENSE**

8 **(Novation)**

9 As a separate and distinct affirmative defense, Defendant alleges that the Complaint and
10 each cause of action therein, or some of them, are barred, in whole or in part, by the doctrine of
11 novation.

12 **SIXTH AFFIRMATIVE DEFENSE**

13 **(Plaintiff's Breach of Contract)**

14 As a separate and distinct affirmative defense, Defendant alleges that the Complaint and
15 each cause of action therein, or some of them, are barred, in whole or in part, because as to each
16 and every contract, covenant or warranty alleged therein, Plaintiff committed a prior breach
17 thereof, excusing any duty of further performance by Defendant.

18 **SEVENTH AFFIRMATIVE DEFENSE**

19 **(No Causation)**

20 As a separate and distinct affirmative defense, Defendant alleges that the Complaint and
21 each cause of action therein, or some of them, are barred, in whole or in part, because any loss,
22 injury, damage, or detriment incurred by Plaintiff proximately resulted from Plaintiff's own actions
23 or omissions and not the acts or omissions of Defendants.

24 **EIGHTH AFFIRMATIVE DEFENSE**

25 **(Ratification and/or Consent)**

26 As a separate and distinct affirmative defense, Defendant alleges that the Complaint and
27 each cause of action therein, or some of them, are barred, in whole or in part, because Plaintiff
28 ratified and/or consented to Defendant's actions and/or conduct.

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NINTH AFFIRMATIVE DEFENSE

(No Notice of Breach)

As a separate and distinct affirmative defense, Defendant alleges that the Complaint and each cause of action therein, or some of them, are barred, in whole or in part, because Plaintiff failed to provide notice of any breach to Defendant and failed to provide Defendant with the opportunity to remedy any alleged breach.

TENTH AFFIRMATIVE DEFENSE

(Force Majure)

As a separate and distinct affirmative defense, Defendant alleges that the Complaint and each cause of action therein, or some of them, are barred, in whole or in part, by the doctrine of force majure.

ELEVENTH AFFIRMATIVE DEFENSE

(Fraud, Deceit, or Misrepresentation)

As a separate and distinct affirmative defense, Defendant alleges that Plaintiff's injury, if any, was proximately and concurrently caused or contributed to by the fraud, deceit or other wrongful misconduct of Plaintiff, by virtue of its own acts and/or the acts or omissions of others chargeable to it. This defense is alleged in the alternative and does not admit any of the allegations contained in the Complaint.

TWELFTH AFFIRMATIVE DEFENSE

(Unclean Hands)

As a separate and distinct affirmative defense, Defendant alleges that each and all of the purported causes of action in Plaintiff's Complaint are barred by the doctrine of unclean hands due to Plaintiff's own actions not in good faith.

THIRTEENTH AFFIRMATIVE DEFENSE

(Substantial Compliance)

As a separate and distinct affirmative defense, Defendant alleges that the Complaint and each cause of action therein, or some of them, are barred, in whole or in part, because Defendant substantially complied with the terms of the contract as alleged.

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FOURTEENTH AFFIRMATIVE DEFENSE

(Failure to Exhaust Contractual Remedies)

As a separate and distinct affirmative defense, Defendant alleges that the Complaint and each cause of action set forth therein, or some of them, are barred to the extent that Plaintiff failed to exhaust contractual remedies as required by the contract.

FIFTEENTH AFFIRMATIVE DEFENSE

(Equitable Defenses)

As a separate and distinct affirmative defense, Defendant is informed and believes that further investigation and discovery will reveal, and on that basis alleges, that the Complaint and each cause of action set forth therein, or some of them, is barred by the equitable doctrines of unclean hands, estoppel, waiver, release, laches and/or consent.

SIXTEENTH AFFIRMATIVE DEFENSE

(Offset)

As a separate and distinct affirmative defense, Defendant asserts that the Complaint and each cause of action set forth therein, or some of them, are subject to the doctrines of set-off, offset and/or recoupment on the part of Defendant.

SEVENTEENTH AFFIRMATIVE DEFENSE

(Contribution and Indemnity)

As a separate and distinct affirmative defense, Defendant alleges that under the principles of contribution and indemnity, persons or entities other than Defendant are wholly or partially responsible for the purported damages, if any, Plaintiff may have sustained.

EIGHTEENTH AFFIRMATIVE DEFENSE

(Failure to Mitigate)

Without peril to Defendant's denial of the existence of every claimed damage, Defendant alleges that Plaintiff, while knowing of the purported damages complained of, if any there be, failed to undertake to mitigate its damages and/or increased its damages, if any there be. Accordingly, if Plaintiff suffered any damages proximately caused by Defendant, which Defendant expressly denies, such damages should have been mitigated by reasonable efforts on the part of Plaintiff.

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NINETEENTH AFFIRMATIVE DEFENSE

(Unjust Enrichment)

As a separate and distinct affirmative defense, Defendant asserts that the relief Plaintiff seeks in the Complaint and each cause of action set forth therein, or some of them, would unjustly enrich Plaintiff.

TWENTIETH AFFIRMATIVE DEFENSE

(Speculative Damages)

As a separate and distinct affirmative defense, Defendant asserts that the relief Plaintiff seeks in the Complaint and each cause of action set forth therein, or some of them, are barred in whole or in part because their damages, if any, are speculative, vague, based on guesswork and conjecture, and are impossible to ascertain or allocate.

TWENTY-FIRST AFFIRMATIVE DEFENSE

(Bad Faith and/or Frivolous Claims)

As a separate and distinct affirmative defense, Defendant alleges that Plaintiff's claims are unreasonable, were filed in bad faith, and/or are frivolous and, for such reasons, justify an award of attorneys' fees and costs against Plaintiff and/or his attorneys pursuant to California law including, but not limited to, California Code of Civil Procedure section 128.

Defendant does not waive any additional or further defenses, and explicitly reserves the right to assert any additional or further defenses as may be revealed during discovery or otherwise and reserves the right to amend its Answer to assert any such defenses.

PRAYER

WHEREFORE, Defendant Pulmonary Associates of Richmond, Inc. prays as follows:

1. That the Complaint be dismissed with prejudice and Plaintiff take nothing by it;
2. For Judgment in favor of Defendant;
3. For Defendant to be awarded its costs of suit and attorneys' fees incurred in the defense of the action; and

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4. For such other and further relief as the Court deems just and proper.

Dated: June 24, 2022

SUGG LAW GROUP



By: _____

Wendy Sugg
Attorneys for Defendant
PULMONARY ASSOCIATES OF
RICHMOND, INC.

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PROOF OF SERVICE

STATE OF CA, COUNTY OF ORANGE

I am employed in the County of Orange, State of CA. I am over the age of 18 and not a party to the within action; my business address is 384 Forest Ave., Suite 15, Laguna Beach, CA 92651.

On June 24, 2022, I served the following document(s) described as:

ANSWER TO COMPLAINT FOR BREACH OF CONTRACT




BY MAIL: As follows: I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage thereon fully prepaid at Irvine, CA, in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postage cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

Gregory L. Doll, Esq.
Doll Amir & Eley LLP
725 S. Figueroa St., Suite 3275
Los Angeles, CA 90017
Telephone: (213) 542-3380
Facsimile: (213) 542-3381
Email: gdoll@dollamir.com

Attorneys for Plaintiff
AMERICAN HEALTH CONNECTION,
INC.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on June 24, 2022, at Irvine, CA.


Ami Marston