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Attorneys for Plaintiffs
ALAN HOLLANDER and
CARDIO-HEALTH CONCEPTS, LLC

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES (WEST DISTRICT)

ALAN HOLLANDER, an individual;
CARDIO-HEALTH CONCEPTS, LLC, a
California Limited Liability Company,

Plaintiffs,

vs.

PREVENTION CONCEPTS, INC., a
California Corporation; JACQUES D.
BARTH, an individual; MAUD M. ZONJEE,
an individual; and DOES 1 through 100,
inclusive,

Defendants.

) Case No. SC 091469

) **SECOND AMENDED COMPLAINT FOR**
) **DAMAGES AND DECLARATORY**
) **RELIEF**

-) 1. BREACH OF ORAL CONTRACT
) 2. BREACH OF WRITTEN CONTRACTS
) 3. BREACH OF THE COVENANT OF
) GOOD FAITH AND FAIR DEALING
) 4. FRAUD
) 5. DECLARATION OF CONSTRUCTIVE
) TRUST
) 6. CONSPIRACY TO DEFRAUD
) 7. AN ACCOUNTING
) 8. DECLARATORY RELIEF

Plaintiffs ALAN HOLLANDER and CARDIO-HEALTH CONCEPTS, LLC bring this First
Amended complaint for damages, injunctive relief and declaratory relief against Defendants

RICHARD D. FARKAS\C:\COMPLAINTS\HOLLANDER VS BARTH -- SECOND AMENDED COMPLAINT.DOC

1 PREVENTION CONCEPTS, INC., a California Corporation; JACQUES D. BARTH, an individual;
2 MAUD M. ZONJEE, an individual; and DOES 1 through 100, based upon the following allegations:

3 **THE PARTIES**

4 1. Plaintiff ALAN HOLLANDER (hereafter occasionally referred to as “HOLLANDER”
5 or “Plaintiff HOLLANDER”) is an individual, residing in the County of Los Angeles, State of
6 California.
7

8 2. Plaintiff CARDIO-HEALTH CONCEPTS, LLC (hereafter occasionally referred to as
9 “CARDIO-HEALTH CONCEPTS” or “Plaintiff CARDIO-HEALTH”) is a California Limited
10 Liability Company, formed and active in the County of Los Angeles, State of California.

11 3. Plaintiff HOLLANDER is the founder and sole member of Plaintiff CARDIO-
12 HEALTH.

13 4. Defendant PREVENTION CONCEPTS, INC. (hereafter occasionally referred to as
14 “PREVENTION CONCEPTS”) is a California Corporation, doing business in the County of Los
15 Angeles, State of California.
16

17 5. Defendant JACQUES D. BARTH (“BARTH”) is an individual, residing in the County
18 of Los Angeles, State of California. BARTH, along with his wife, Defendant MAUD M. ZONJEE,
19 were the founders of PREVENTION CONCEPTS, INC.
20

21 6. Plaintiffs are informed and believe and thereon allege that BARTH is the president of
22 PREVENTION CONCEPTS.

23 7. Defendant MAUD M. ZONJEE (“ZONJEE”) is an individual, residing in the County of
24 Los Angeles, State of California.

25 8. Plaintiffs are informed and believe and thereon allege that ZONJEE is the Vice-
26 President of Operations of PREVENTION CONCEPTS.
27
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1 (a) Plaintiffs are informed and believe and thereon allege that said individual
2 defendants, at all times herein mentioned, dominated, influenced and controlled
3 each of the ALTER EGO CORPORATIONS and the officers thereof as well as the
4 business, property, and affairs of each of said corporations.

5 (b) Plaintiffs are informed and believe and thereon allege that, at all times herein
6 mentioned, there existed and now exists a unity of interest and ownership between
7 said individual defendants and each of the ALTER EGO CORPORATIONS; the
8 individuality and separateness of said individual defendants and each of the ALTER
9 EGO CORPORATIONS have ceased.

10 (c) Plaintiffs are informed and believe and thereon allege that, at all times since the
11 incorporation of each, each ALTER EGO CORPORATION has been and now is a
12 mere shell and naked framework which said individual defendants used as a conduit
13 for the conduct of their personal business, property and affairs.

14 (d) Plaintiffs are informed and believe and thereon allege that, at all times herein
15 mentioned, each of the ALTER EGO CORPORATIONS was created and continued
16 pursuant to a fraudulent plan, scheme and device conceived and operated by said
17 individual Defendants BARTH and ZONJEE, whereby the income, revenue and
18 profits of each of the ALTER EGO CORPORATIONS were diverted by said
19 individual Defendants to themselves.

20 (e) Plaintiffs are informed and believe and thereon alleges that, at all times herein
21 mentioned, each of the ALTER EGO CORPORATIONS was organized by said
22 individual defendants as a device to avoid individual liability and for the purpose of
23 substituting financially irresponsible corporations in the place and stead of said
24 individual defendants, and each of them, and accordingly, each ALTER EGO
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1 CORPORATION was formed with capitalization totally inadequate for the business
2 in which said corporation was engaged.

3 (f) Plaintiffs are informed and believe and thereon allege that each ALTER EGO
4 CORPORATION is insolvent.

5 (g) By virtue of the foregoing, adherence to the fiction of the separate corporate
6 existence of each of the ALTER EGO CORPORATIONS would, under the
7 circumstances, sanction a fraud and promote injustice in that Plaintiffs would be
8 unable to realize upon any judgment in their favor.

9
10 14. Plaintiffs are informed and believe and thereon alleges that, at all times relevant hereto,
11 the individual defendants BARTH and ZONJEE and the ALTER EGO CORPORATIONS acted for
12 each other in connection with the conduct hereinafter alleged and that each of them performed the
13 acts complained of herein or breached the duties herein complained of as agents of each other and
14 each is therefore fully liable for the acts of the other.

15 PREVENTION CONCEPTS AND ITS FOUNDERS

16
17 15. Plaintiffs are informed and believe and thereon allege that, in or about February, 1997,
18 Defendants BARTH and ZONJEE incorporated PREVENTION CONCEPTS, INC. in California, as
19 a corporation seeking to develop and commercially exploit ultrasound technology to assess
20 cardiovascular risk.

21
22 16. As detailed herein, Defendants BARTH, ZONJEE, and PREVENTION CONCEPTS
23 secured the services of Plaintiff HOLLANDER to assist Defendants in their efforts to expand and
24 finance their business efforts.

25
26 17. As a part of the business transactions with the Defendants, and pursuant to the terms of
27 the oral agreements described herein, Plaintiff HOLLANDER was to receive, among other things, a
28 monthly salary, a designated percentage interest in PREVENTION CONCEPTS CORP., a

1 percentage of the funds he was responsible for raising from third party investors, a percentage
2 ownership in the proceeds from the commercial exploitation of the technology of PREVENTION
3 CONCEPTS, and several other benefits and components of compensation.

4 18. As detailed herein, the Defendants, and each of them, have sought to terminate Plaintiff
5 HOLLANDER from all aspects of their business activities, and have wrongfully and unlawfully
6 withheld compensation from Plaintiff, have failed and refused to pay Plaintiffs sums to which
7 Plaintiff HOLLANDER and CARDIO-HEALTH are entitled, and have wrongfully failed and
8 refused to repay Plaintiff SCARDIO-HEALTH for money Plaintiffs advanced to the Defendants as
9 loans induced by the false representations of the Defendants. As such, Defendants have breached
10 their contractual obligations to Plaintiff, are anticipated to breach other agreements, and have
11 committed a variety of tortuous acts, entitling Plaintiff to the relief sought herein.
12

13 **ORIGINAL AGREEMENTS WITH PLAINTIFF HOLLANDER**

14 19. PREVENTION CONCEPTS is a company which has been seeking outside financing to
15 develop and commercially exploit certain medical technology, including its IMTHealthScan™, a
16 method of measuring Intimal Medial Thickness (blood vessel walls), as a way to measure
17 atherosclerosis, a disease of the vascular system. This system seeks to determine risk assessment for
18 cardiovascular and cerebrovascular complications such as heart attacks and strokes.
19

20 20. Plaintiff HOLLANDER, individually and through his Limited Liability Company,
21 CARDIO-HEALTH CONCEPTS, LLC, is actively engaged in the business of management
22 consulting for the health care industry. As detailed herein, HOLLANDER was engaged by the
23 Defendants, and each of them, to utilize his services and efforts to secure outside financing for the
24 Defendants, who sought to take their business to a higher level, perhaps ultimately going public or
25 merging with another entity.
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1 21. In exchange for his services and efforts, as detailed herein, Plaintiff HOLLANDER was
2 orally given numerous promises by Defendants, and each of them. Plaintiff was promised, among
3 other things: (a) Plaintiff HOLLANDER was to become an employee of the company, holding the
4 title of Executive Vice President; (b) HOLLANDER was to act as Chief Financial Officer (CFO) for
5 PREVENTION CONCEPTS, until additional financing was raised to pay for another person to
6 assume this position; (c) HOLLANDER was to become a member of the Company's Board of
7 Directors; (d) HOLLANDER was to receive a percentage interest of ten (10%) of PREVENTION
8 CONCEPTS, INC., increasing to up to twenty-five percent (25%), and (e) additional benefits and
9 rights common in a position such as his.
10

11 **PLAINTIFF HOLLANDER'S TERMINATION WITHOUT CAUSE AS EXECUTIVE**
12 **PRODUCER AND OFFICER OF PREVENTION CONCEPTS**

13
14 22. In or about February, 2006, Plaintiff HOLLANDER commenced working with
15 Defendants PREVENTION CONCEPTS, BARTH, and ZONJEE to facilitate their agreed financial
16 goals. Among other things, Plaintiff HOLLANDER began to line up investment capital for
17 Defendants and developing a comprehensive business plan.

18 23. After Plaintiff HOLLANDER commenced his efforts for the Defendants,
19 PREVENTION CONCEPTS became embroiled in a legal dispute with a company in Florida, dealing
20 with issues which were theretofore unknown to Plaintiff HOLLANDER. This dispute, among other
21 things, rendered PREVENTION CONCEPTS unable to generate any meaningful revenue, which
22 further hindered Plaintiff HOLLANDER's and Defendants' efforts to complete an anticipated
23 Private Placement Memorandum (PPM).
24

25 24. Because of the precarious financial condition PREVENTION CONCEPTS was in, and
26 at the request of the Defendants, Plaintiff HOLLANDER, by and through his limited liability
27 company CARDIO-HEALTH CONCEPTS, LLC, made two loans to Prevention Concepts, Inc. in
28

1 the amounts of \$25,000.00 and \$6,500.00, respectively (memorialized in two written promissory
2 notes, attached hereto), and Plaintiff HOLLANDER further provided thousands of dollars
3 (approximately \$7,500.00) to Defendants' attorneys for legal services provided on their behalf.
4 Attached hereto as Exhibit A is a true and correct copy of a convertible promissory note, dated
5 February 23, 2006, memorializing the \$25,000.00 loan from Plaintiff CARDIO-HEALTH
6 CONCEPTS, LLC. Attached hereto as Exhibit B is a true and correct copy of a convertible
7 promissory note, dated March 20, 2006, memorializing the \$6,500.00 loan from Plaintiff. The
8 payment dates for both of these notes are overdue, yet no payments of them have been made, and the
9 due dates have not been extended or waived.
10

11 25. The two loans described in the preceding paragraph were made by Plaintiff CARDIO-
12 HEALTH CONCEPTS, LLC *solely* on the agreement between Plaintiff HOLLANDER and the
13 Defendants, and each of them, that Plaintiff HOLLANDER would be coming into the company as an
14 officer and director, and that he would continue to be involved in bringing in the funds to capitalize
15 the business. These loans were made because Plaintiff HOLLANDER completely relied
16 Defendants' word that Plaintiff HOLLANDER was going to own part of the company.
17

18 26. Moreover, Plaintiff HOLLANDER expended considerable efforts on behalf of the
19 company, and Plaintiff's business associate extended an additional loan of \$4,800.00 to cover agreed
20 payments to another consultant (Jim Bloom).
21

22 **DEFENDANTS' REFUSALS TO PAY HOLLANDER AND OTHER BREACHES**

23 27. Shortly after their initial agreement, Plaintiff discovered that the Defendants had
24 undisclosed and unresolved legal matters with former associates, incomplete patent and trademark
25 issues, and that the company had almost no revenue. It was only after Plaintiff HOLLANDER,
26 through Plaintiff CARDIO-HEALTH CONCEPTS, LLC, advanced money to the Defendants that
27 Defendants, and each of them, decided to renege on their written and oral agreements, described
28

1 herein. They declined to follow through on their promises, and advised Plaintiffs that they did not
2 wish to have Plaintiffs involved in PREVENTION CONCEPTS.

3 28. The promissory notes payable to Plaintiff CARDIO-HEALTH CONCEPTS, LLC,
4 attached hereto as Exhibits A and B, are overdue, and no payments have been made by the
5 Defendants, or any of them. The due dates have not been extended or waived.
6

7 29. Because of their decision to keep Plaintiff HOLLANDER from becoming an integral
8 part of PREVENTION CONCEPTS, it became clear to Plaintiffs that the loans to Defendants were
9 obtained under false pretenses, entitling Plaintiffs to immediate repayment. Plaintiffs, individually
10 and again through legal counsel, demanded repayment of the loans. Defendants have, to date, failed
11 and refused to repay Plaintiffs, and have disavowed their other agreements with Plaintiffs.
12

13 30. Following the improper termination Plaintiff HOLLANDER, Defendants, and each of
14 them committed a variety of actions constituting breaches of contract various wrongful torts, as
15 alleged herein. Among other things, Defendants:

- 16 a. Repeatedly refused to abide by their own promises when dealing with Plaintiff
17 HOLLANDER;
- 18 b. Repeatedly denied the existence of their contracts with Plaintiffs HOLLANDER
19 and CARDIO-HEALTH;
- 20 c. Unfairly prevented Plaintiff HOLLANDER from obtaining the benefits of his
21 relationship with the defendants;
- 22 d. Terminated Plaintiff HOLLANDER's affiliation with Defendants for invalid
23 reasons and in a manner that was inconsistent with Defendants' legal obligations;
- 24 e. Refused to comply with the payment obligations to Plaintiffs and disavowed and
25 interfered with HOLLANDER's designation as an officer and director of
26 PREVENTION CONCEPTS, and;
27
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1 f. Failed and refused to repay money advanced to the Company for the benefit of the
2 Defendants, which money was advanced by Plaintiff HOLLANDER, by and
3 through Plaintiff CARDIO-HEALTH solely upon Plaintiff HOLLANDER's
4 reasonable reliance on the false representations of the Defendants, and each of
5 them.
6

7 31. Plaintiffs have demanded repayment of the amounts due to them. The Defendants, and
8 each of them, have failed and refused to comply with their contractual obligations, and have refused
9 to repay Plaintiff CARDIO-HEALTH for the loans made to Defendants under false pretenses.

10 32. Plaintiffs have demanded repayment, and Defendants have failed to comply with their
11 obligations under their agreements, and have refused to repay HOLLANDER or Plaintiff CARDIO-
12 HEALTH any of the amounts detailed in the following causes of action.
13

14 **FIRST CAUSE OF ACTION**

15 **FOR BREACH OF ORAL CONTRACT**

16 **(BY PLAINTIFF HOLLANDER AGAINST PREVENTION CONCEPTS, BARTH, ZONJEE,**
17 **AND DOES 1-100)**

18 33. Plaintiff HOLLANDER repeats and realleges the allegations contained in paragraphs 1
19 through 32 of this First Amended Complaint as if fully set forth herein.

20 34. Plaintiff was affiliated with Defendants PREVENTION CONCEPTS CORP.,
21 PREVENTION CONCEPTS LLC, and RETIREMENT, which entities agreed to provide
22 compensation, benefits and rights as described herein.
23

24 35. Defendants breached their contracts with Plaintiff HOLLANDER by, among other
25 things:

- 26 i. Refusing to give Plaintiff the opportunity to succeed at his agreed efforts;
27 ii. Failing to treat Plaintiff in accordance with Defendants' stated policies;
28

1 38. Plaintiff CARDIO-HEALTH CONCEPTS, LLC repeats and realleges the allegations
2 contained in paragraphs 1 through 32 of this First Amended Complaint as is fully set forth herein.

3 39. On or about February 23, 2006, Defendant PREVENTION CONCEPTS, INC., by and
4 through its President and alter-ego, Defendant JACQUES BARTH, signed a written agreement, titled
5 “Convertible Note,” which provided, among other things, that ‘Prevention Concepts Inc (‘Debtor’), a
6 California corporation, hereby promises to pay in lawful money of the United States of America to
7 the order of Cardio Health Concepts LLC, a California limited liability company (‘Creditor’), the
8 principal sum of \$25,000.00 (Twenty-five Thousand Dollars), or such amount as shall equal the
9 balance outstanding of loans made by Creditor, together with accrued interest in like lawful money
10 from the date hereof until paid at a rate of prime plus one.” A true and correct copy of this
11 “Convertible Note” is attached hereto as Exhibit “A” and incorporated by this reference.
12

13 40. The February 23, 2007 Note attached hereto as Exhibit A further provided that, upon
14 February, 2007, “the principal amount of the Note, together with all accrued but unpaid interest, shall
15 be due and payable.”
16

17 41. On or about March 20, 2006, Defendant PREVENTION CONCEPTS, INC., by and
18 through its President and alter-ego, Defendant JACQUES BARTH, signed another written
19 agreement, also titled “Convertible Note,” which provided, among other things, that ‘Prevention
20 Concepts Inc (‘Debtor’), a California corporation, hereby promises to pay in lawful money of the
21 United States of America to the order of Cardio Health Concepts LLC, a California limited liability
22 company (‘Creditor’), the principal sum of Six Thousand Five Hundred Dollars and xx/100
23 (\$6,500.00), or such amount as shall equal the balance outstanding of loans made by Creditor,
24 together with accrued interest in like lawful money from the date hereof until paid at a rate of prime
25 plus one.” A true and correct copy of this March 20, 2006 “Convertible Note” is attached hereto as
26 Exhibit “B” and incorporated by this reference.
27
28

1 resulting in these implied promises, Defendants promised to act in good faith toward and deal fairly
2 with Plaintiffs HOLLANDER and CARDIO HEALTH CONCEPTS, LLC which requires, among
3 other things:

- 4 a. Each party in the relationship must act with good faith toward the other
5 concerning all matters related to the agreements described herein;
6
7 b. Each party in the relationship must act with fairness toward the other concerning
8 all matters related to their agreements;
9
10 c. Neither party would take any action to unfairly prevent the other from obtaining
11 the benefits of their agreements;
12
13 d. Defendants PREVENTION CONCEPTS, INC., BARTH and ZONJEE would
14 comply with their own representations in dealing with Plaintiff HOLLANDER
15 under their oral agreements, as set forth in the first cause of action;
16
17 e. Defendants PREVENTION CONCEPTS INC., BARTH and ZONJEE would not
18 terminate Plaintiff HOLLANDER without a fair and honest cause, regulated by
19 good faith on Defendants' part;
20
21 f. Defendants PREVENTION CONCEPTS INC., BARTH and ZONJEE would not
22 terminate Plaintiff HOLLANDER in an unfair manner; and
23
24 g. Defendants PREVENTION CONCEPTS INC., BARTH and ZONJEE would give
25 Plaintiff's interests as much consideration as they gave their own interests.

26 47. Defendants' breaches of each of their written and oral contracts with Plaintiffs were
27 wrongful, in bad faith, and unfair, and therefore a violation of Defendants' legal duties. Plaintiffs
28 further allege that Defendants breached the covenant of good faith and fair dealings when they:

- a. Repeatedly refused to abide by their own promises when dealing with Plaintiff
HOLLANDER;

- 1 b. Repeatedly denied the existence of their contracts with Plaintiff HOLLANDER;
- 2 c. Unfairly prevented Plaintiff HOLLANDER from obtaining the benefits of his
- 3 relationship with the defendants;
- 4 d. Terminated Plaintiff HOLLANDER's affiliation with Defendants for invalid
- 5 reasons and in a manner that was inconsistent with Defendants' legal obligations;
- 6 e. Refused to comply with the payment obligations to Plaintiff and disavowed and
- 7 interfered with HOLLANDER's designation as an officer and director of
- 8 PREVENTION CONCEPTS, and;
- 9 f. Failed and refused to repay money advanced to the Company for the benefit of the
- 10 Defendants, which money was advanced by Plaintiff, and due to Plaintiff
- 11 CARDIO-HEALTH, solely upon Plaintiffs' reasonable reliance on the false
- 12 representations of the Defendants, and each of them.
- 13
- 14

15 48. Defendants' breach of the covenant of good faith and fair dealing was a substantial

16 factor in causing damage and injury to Plaintiffs. As a direct and proximate result of Defendants'

17 wrongful conduct alleged in this First Amended Complaint, Plaintiff HOLLANDER has lost

18 substantial benefits with Defendants, including lost income and compensation, and other benefits in

19 an amount in excess of the jurisdiction of this Court's jurisdictional minimum, the precise amount of

20 which will be proven at trial. Plaintiff CARDIO-HEALTH CONCEPTS, LLC has further been

21 deprived of the repayment of the notes attached hereto as Exhibit A and B, and of other benefits

22 associated with these written contracts, and has further been subjected to the delays, expenses, and

23 opportunity costs associated with such breaches.

24

25 **FOURTH CAUSE OF ACTION**

26 **FOR FRAUD**

27 **(Against All Defendants)**

1 49. Plaintiffs HOLLANDER and CARDIO-HEALTH CONCEPTS hereby reallege and
2 incorporate by reference Paragraphs 1 through 48, inclusive, of this First Amended Complaint as
3 though set forth in full.

4 50. As alleged in paragraphs 1 through 46, above, continuing through his affiliation with the
5 Defendants, Plaintiff HOLLANDER was solicited by the Defendants, through written
6 communications and telephonic and face-to-face meetings with Defendants to continue his efforts, to
7 act in the best interests of the Company, to arrange for loans of money to the Defendants (including
8 the loans repayable to Plaintiff CARDIO-HEALTH, evidenced by Exhibits A and B), and otherwise
9 act as alleged herein.
10

11 51. In reliance on the above representations, Plaintiff HOLLANDER agreed to assist the
12 Defendants with their efforts to expand and obtain outside financing for PREVENTION
13 CONCEPTS.
14

15 52. In furtherance of Plaintiff HOLLANDER's faith and trust in Defendants, Plaintiff agreed
16 to seek to secure funding for the Defendants, to arrange for loans of money to PREVENTION
17 CONCEPTS to benefit the individual Defendants, and to take an active role in the activities of
18 PREVENTION CONCEPTS and to otherwise act in the best interests in the Defendants.
19

20 53. At the time of the misrepresentations and omissions referenced herein, Defendants were
21 aware that such misrepresentations and omissions were taking place, and allowed them to take place
22 because they were co-founders, directors, officers and alter egos of PREVENTION CONCEPTS,
23 and benefited from the misrepresentations and omissions set forth herein.

24 54. By reason of said misrepresentations and fraudulent concealment as alleged herein,
25 Plaintiffs have been damaged in an amount presently unascertained, but within the jurisdiction of this
26 Court. Plaintiffs will seek leave of this Court to amend this Complaint when the sum has been
27 ascertained
28

1 59. Plaintiffs HOLLANDER and CARDIO-HEALTH hereby reallege and incorporate by
2 reference Paragraphs 1 through 58, inclusive, of this First Amended Complaint as though set forth in
3 full.

4 60. For the purpose of inducing Plaintiffs to act as alleged herein, Defendants, and each of
5 them, by and through the individual Defendants and DOES 1 through 100, inclusive, among others,
6 falsely and fraudulently represented to Plaintiff HOLLANDER, among other things, that if Plaintiff
7 HOLLANDER became affiliated with them and contributed his time, expertise, experience, efforts
8 and resources, then Plaintiff HOLLANDER would be fully compensated (and that Plaintiff
9 CARDIO-HEALTH would be repaid) in accordance with the written and oral agreements set forth
10 herein.

11 61. Defendants well knew, when they made said representations to Plaintiff HOLLANDER,
12 that they were false. Plaintiff CARDIO-HEALTH is further informed and believes and thereon
13 alleges that, at the time Defendant BARTH and PREVENTION CONCEPTS signed the
14 “Convertible Notes” attached hereto as Exhibits A and B, that the Defendants had no intention of
15 honoring the terms of the written agreements.

16 62. In truth and in fact, the Defendants, and each of them, never intended to act as they
17 represented, and merely intended to utilize the Plaintiffs’ efforts and resources to benefit themselves
18 personally, as described herein.

19 63. Plaintiffs are informed and believe, and based thereon allege, that the Defendants, and
20 each of them, willingly and willfully conspired and agreed among themselves to perform the
21 wrongful acts and schemes set forth in this Complaint. Said conspiracy included, but is not limited
22 to, the methods employed by the Defendants, and each of them, to misappropriate the Plaintiffs’
23 money, efforts, and experience, and to conceal their wrongful actions.
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PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray for judgment against Defendants as follows:

1. That the Defendants, and each of them, be ordered to pay, jointly and severally, to

Plaintiffs the following sums:

(a) The amounts owed to Plaintiffs, under their loans and financial advances, in the sum in excess of the jurisdictional minimum of this Court, according to proof, with interest thereon at the legal rate from the date of Plaintiff's termination (and, in the case of Plaintiff **CARDIO-HEALTH**, from the established due dates of the Notes);

(b) All sums owed to plaintiffs pursuant to the agreements described herein, plus interest and all sums paid by Plaintiffs to protect their legal interests, according to proof, plus interest at the legal rate from the date of each such expenditure;

(c) Any and all sums according to proof, which will make Plaintiffs whole, plus interest thereon at the legal rate from the date of each expenditure.

2. For general and special damages in the sum according to proof at time of trial;

3. For exemplary and punitive damages in an amount subject to the discretion of this Court, but not less than an amount which will punish the Defendants for their actions and omissions to act;

4. For a judicial declaration that all amounts retained by the Defendants are held by the Defendants as constructive trustees for Plaintiffs;

5. That the Court declare the termination of Plaintiff **HOLLANDER** to have been wrongful and without cause;

6. That the Defendants, and each of them, be ordered to pay, jointly and severally, to Plaintiffs, the following sums:

1 (a) The amounts owed to Plaintiffs, under their loan agreements and advances, in a
2 sum according to proof, with interest thereon at the legal rate from the date of plaintiff's termination
3 (and, in the case of Plaintiff CARDIO-HEALTH, from the established due dates of the Notes);

4 (b) All sums owed to plaintiffs pursuant to the agreements described herein, plus
5 interest and all sums paid by Plaintiffs to protect their legal interests, according to proof, plus interest
6 at the legal rate from the date of each such expenditure;
7

8 (c) Any and all sums according to proof, which will make Plaintiffs whole, plus
9 interest thereon at the legal rate from the date of each expenditure.

10 7. For a Declaration that Plaintiffs are entitled to immediate repayment of the loans made to
11 PREVENTION CONCEPTS, INC., and for repayment of other amounts advanced by Plaintiffs, and
12 for other judicial declarations of the parties' rights and duties;

13 8. For costs of suit incurred herein;

14 9. For such other and further relief as the Court may deem just and proper.
15

16
17 DATED: September 4, 2007

LAW OFFICES OF RICHARD D. FARKAS

18
19 By: _____

20 RICHARD D. FARKAS,
21 Attorneys for Plaintiffs
22 ALAN HOLLANDER and
23 CARDIO-HEALTH CONCEPTS, LLC
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1
2 *Alan Hollander, Cardio-Health Concepts, LLC vs. Prevention Concepts, Inc., Barth, Zonjee*
3 Los Angeles Superior Court of California Case No. SC 091469

4 **PROOF OF SERVICE**

5 I am a resident of the State of California, I am over the age of 18 years, and I am not a party to
6 this lawsuit. My business address is Law Offices of Richard D. Farkas, 15300 Ventura Boulevard,
7 Suite 504, Sherman Oaks, California 91403. On the date listed below, I served the following
8 document(s):

9 **PLAINTIFFS' SECOND AMENDED COMPLAINT.**

10 XX by transmitting via facsimile the document(s) listed above to the fax number(s) set forth below on this date
11 before 5 p.m. Our facsimile machine reported the "send" as successful.

12 XX by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in the United
13 States mail at Los Angeles, California, addressed as set forth below.

14 I am readily familiar with the firm's practice of collecting and processing correspondence for mailing. According to that
15 practice, items are deposited with the United States mail on that same day with postage thereon fully prepaid. I am aware
16 that, on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more
17 than one day after the date of deposit for mailing stated in the affidavit.

18 _____ by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, deposited with
19 Federal Express Corporation on the same date set out below in the ordinary course of business; that on the date set
20 below, I caused to be served a true copy of the attached document(s).

21 _____ by causing personal delivery of the document(s) listed above _____ at the address set forth below.

22 _____ by personally delivering the document(s) listed above to the person at the address set forth below.

23 24 25 26 27 28 Christine S. Upton, Esq. Kehr, Schiff & Crane, LLP 12400 Wilshire Blvd. Suite 1300 Los Angeles, CA 90025 Facsimile: 310-820-4414	
--	--

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

Dated: September _____, 2007

KERRI CONAWAY