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**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

UBER TECHNOLOGIES, INC.,

Plaintiff,

v.

DOWNTOWN LA LAW GROUP,  
IGOR FRADKIN, THE LAW  
OFFICES OF JACOB EMRANI,  
JACOB EMRANI, GSK SPINE, GREG  
KHOUNGANIAN, and RADIANCE  
SURGERY CENTER,

Defendants.

Case No.

**UBER TECHNOLOGIES, INC.'S  
COMPLAINT FOR:**

**1) RICO ENTERPRISE  
VIOLATIONS (18 U.S.C. § 1962(c));**

**2) RICO CONSPIRACY  
VIOLATION (18 U.S.C. § 1962(d));**

**3) UNJUST ENRICHMENT; AND**

**4) VIOLATION OF BUSINESS &  
PROFESSIONS CODE SECTION  
17200, *ET SEQ.***

**JURY TRIAL DEMANDED**

1 Plaintiff Uber Technologies, Inc. (“Uber”), by and through its undersigned  
2 attorneys, hereby alleges against Defendants Downtown LA Law, Igor Fradkin, The  
3 Law Offices of Jacob Emrani, Jacob Emrani, GSK Spine, Greg Khounganian, and  
4 Radiance Surgery Center:

5 **SUMMARY OF THE ACTION**

6 1. Fraudulent personal injury claims arising from minor motor vehicle  
7 collisions are an urgent and growing problem in California. This fraud results in  
8 widespread harm to the public far beyond those involved in the litigations themselves  
9 by increasing insurance rates and transportation costs. In the case of Uber, this fraud  
10 increases the expense of the many thousands who rely on the Uber application as a  
11 means of transportation and reduces the earnings of the many others who earn a  
12 livelihood from the application. In Los Angeles County specifically, approximately  
13 45% of the fare of every Uber ride goes to mandated insurance costs, driving up  
14 prices for riders and pushing down earnings for drivers.

15 2. Unscrupulous personal injury attorneys and corrupt medical providers  
16 in the Los Angeles area are engaged in this fraud scheme. The lawyers direct  
17 claimants to pre-selected medical providers to receive procedures for minor or non-  
18 existent injuries. Following unnecessary and/or causally unrelated treatment, certain  
19 providers generate and submit artificially inflated bills for such treatment. These bills  
20 are issued on a lien basis. Rather than using claimants’ own medical insurance for  
21 treatment, the claimants instead enter into lien agreements with the medical  
22 providers, which grant such providers a lien on recoveries from the claim and purport  
23 to promise full payment to the medical providers in the event of a shortfall in  
24 recovery. Such arrangements are shams. In reality, the claimants’ lawyers and certain  
25 medical providers secretly enter into side agreements under which the medical  
26 providers agree to substantially discount their bills in the event that the recovery is  
27 insufficient to pay the artificially inflated medical bills. Because the side agreements  
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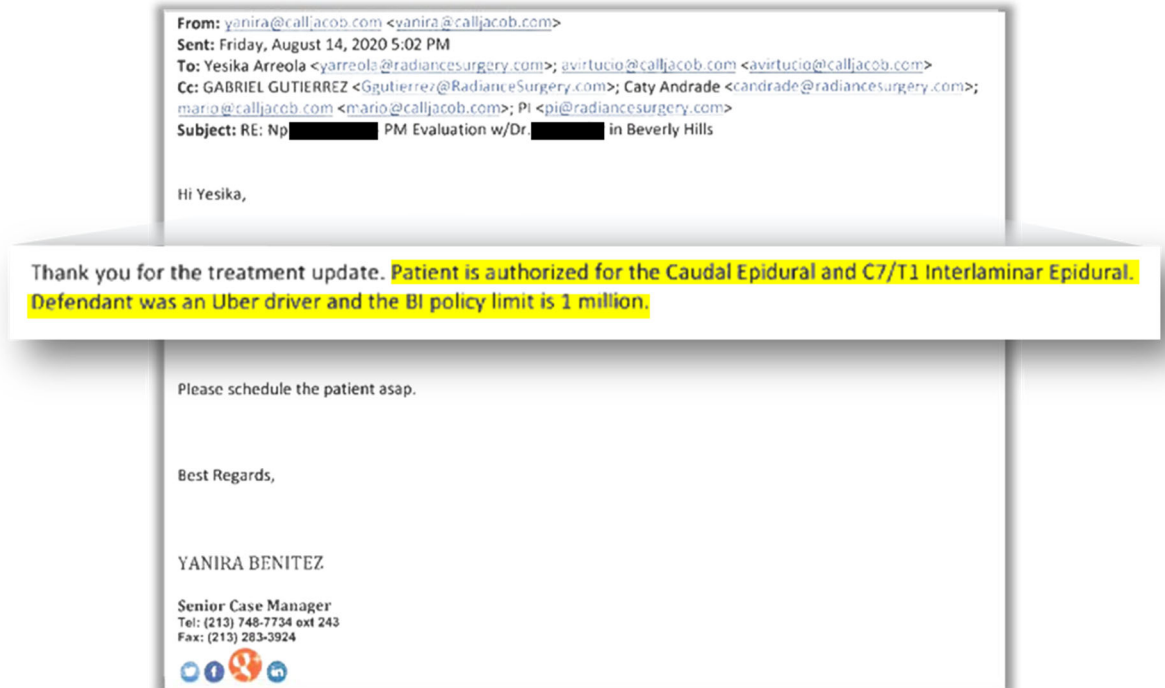
1 are concealed, the medical bills are false and misleading. The bills are then utilized  
2 as the basis for a false and artificially inflated damages claim.

3 3. The secret side agreement functions as a kickback. In exchange for a  
4 steady supply of claimants from the lawyers, certain medical providers agree to  
5 surrender their lien rights. The lawyers profit because they receive priority recovery  
6 of their fees and other costs. The medical providers profit because when a claimant  
7 has a successful claim, the providers recover on most or all of their artificially-  
8 inflated bills. And the lawyers and medical providers walk away with larger  
9 recoveries than their personal injury clients.

10 4. Claimants are passed along to medical provider scheme participants  
11 without regard to their need for actual medical treatment. Lawyers send claimants  
12 with no or negligible injuries caused by the purported underlying accidents to the  
13 medical providers with the foreknowledge that the medical providers will  
14 recommend and deliver a variety of unnecessary medical treatments including  
15 surgery, and will thereafter submit an artificially inflated bill, and/or recommend  
16 future surgeries with artificially inflated estimated fees. As such, it is routine for the  
17 medical providers to produce fraudulent documents diagnosing non-existent or  
18 exaggerated injuries, falsely linking these injuries causally to the accidents and then  
19 proposing and performing costly, invasive, and/or unnecessary surgeries. Together  
20 with the artificially inflated resulting bills, the attorneys use these fraudulent  
21 documents and unnecessary treatments as a basis for fraudulent lawsuits and/or  
22 claims for damages.

23 5. Because of such overtreatment and inflated liens held on the recovery  
24 by the various medical providers involved, the claimants themselves commonly walk  
25 away with relatively minimal recovery compared to the fees that the lawyers and  
26 medical providers receive.

6. Rideshare companies such as Uber are prime targets of this fraud scheme because of their \$1 million government-mandated insurance policy limits—which are higher than those of almost every other vehicle on California roads. The perpetrators of the fraud make no secret of targeting Uber because of these high policy limits, as depicted below:



*Figure 1 (as further explained herein in discussion of Personal Injury Claimant A).*

7. While rideshare companies are prime targets, they are by no means the only victims of this scheme. The examples described below are only a partial illustration of the extent of the scheme. It extends well beyond the defendants described herein.

8. A key repeat participant in this fraud is Defendant Greg Khounganian, a spinal surgeon who owns and controls GSK Spine, an orthopedics practice. Working with personal injury coordinators at Defendant Radiance Surgery Center, a surgery center which specializes in treating patients with pending personal injury lawsuits and which also does business as Sherman Oaks Surgery Center, Khounganian accepts referrals from lawyers who have cases against Uber with the

1 understanding that he will perform specific acts to increase the value of their lawsuits  
2 and/or claims. Khounganian produces fraudulent documents diagnosing these  
3 lawyers' clients with specific injuries, relating those injuries to minor accidents, and  
4 recommending costly, invasive, and/or unnecessary surgeries. In such cases, instead  
5 of billing his patients' health insurance, Khounganian works on a lien basis, signing  
6 agreements with his patients so that he gets a substantial cut of their eventual lawsuit  
7 recovery. Both he and Radiance Surgery Center conceal their secret side agreements  
8 with the referring lawyers to discount such liens. To increase his desirability as a  
9 referral source for the lawyers, Khounganian produces fraudulent records of medical  
10 necessity and/or causation that he transmits to the lawyers for the purposes of  
11 artificially inflating claimed amounts. These lawyers include Defendants Igor  
12 Fradkin and his law firm, Downtown LA Law Group, as well as Jacob Emrani and  
13 his law firm, Law Offices of Jacob Emrani.

14 9. Khounganian, Emrani, Fradkin, and their respective practices are  
15 engaged in a racketeering scheme that is actively harming Uber. The unnecessary  
16 medical treatments, fraudulent medical records, and fraudulent and misleading  
17 medical bills allowed Emrani, Fradkin, and their law firms to attempt to induce  
18 significantly larger settlement payments out of Uber in personal injury lawsuits. Uber  
19 has incurred substantial expenses defending against these false and inflated claims.  
20 Uber believes that Khounganian's actions have fraudulently tainted at least nine cases  
21 against Uber and dozens more against other personal injury defendants.

22 10. Because this fraud spans numerous cases, including those where Uber  
23 has not been named as a party, and involves out-of-court corrupt activity, the usual  
24 tools of sanctions motions, affirmative defenses, or counterclaims are ill-suited to  
25 remediate the fraud. Through the federal RICO statute, Congress gave federal courts  
26 the power to address schemes like these that thwart state remedies by specifically  
27 authorizing broad equitable powers to terminate the conduct and ensure it will not  
28

1 reoccur. In addition to recovery of the serious injury it has suffered, Uber respectfully  
2 seeks both monetary and equitable relief from the Court as authorized by the RICO  
3 statute to prevent such conduct going forward.

4 **THE PARTIES**

5 11. Plaintiff Uber is a Delaware corporation with its principal place of  
6 business in California.

7 12. Defendant Greg Khounganian resides in California. At all relevant  
8 times, Khounganian was an orthopedic surgeon specializing in spine surgery.

9 13. Defendant GSK Spine is a limited liability company duly organized and  
10 existing under the laws of the State of California. At all relevant times, GSK Spine  
11 maintained its principal place of business in California and was owned and controlled  
12 by Khounganian.

13 14. Defendant Downtown LA Law Group is a limited liability company  
14 duly organized and existing under the laws of the State of California. At all relevant  
15 times, Downtown LA Law Group maintained its principal place of business in  
16 California.

17 15. Defendant Igor Fradkin resides in California. At all relevant times,  
18 Fradkin was a litigation and trial attorney at Defendant Downtown LA Law Group.

19 16. Defendant Law Offices of Jacob Emrani is a limited liability company  
20 duly organized and existing under the laws of the State of California. At all relevant  
21 times, Law Offices of Jacob Emrani maintained its principal place of business in  
22 California.

23 17. Defendant Jacob Emrani resides in California. At all relevant times,  
24 Emrani was a litigation attorney at Defendant Law Offices of Jacob Emrani.

25 18. Defendant Radiance Surgery Center is a limited liability company duly  
26 organized and existing under the laws of the State of California. At all relevant times,  
27 Radiance Surgery Center maintained its principal place of business in California.

1                                    **JURISDICTION AND VENUE**

2            19.    This Court has jurisdiction pursuant to 28 U.S.C. § 1331 over claims  
3 brought under the federal RICO statute.

4            20.    This Court has supplemental jurisdiction pursuant to 28 U.S.C. § 1367  
5 over claims brought under California law.

6            21.    Venue is proper pursuant to 28 U.S.C. § 1391 because one or more  
7 Defendants reside in the Central District of California and because a substantial  
8 amount of the activities forming the basis of this Complaint occurred within the  
9 Central District of California.

10                                **MEANS AND METHOD OF THE FRAUD**

11           22.    The scheme creates fraudulent bills and records of medical necessity  
12 and/or causation to artificially inflate the damages in lawsuits against Uber.  
13 Khounganian, GSK Spine, Radiance Surgery Center, and the other medical providers  
14 involved in this scheme profit through the above-market, artificially inflated rates for  
15 performing unnecessary and/or causally unrelated surgeries and other procedures on  
16 a lien basis and then asserting a claim on a portion of the plaintiff's recovery. Emrani,  
17 Fradkin, and their respective law firms profit through the larger settlements by  
18 introducing the fraudulent medical records and artificially inflated billing records  
19 produced by Khounganian, as well as the fact of the unnecessary and/or causally  
20 unrelated surgeries Khounganian performed and/or recommended. Uber is a  
21 principal target—but not the only target—of the scheme. Upon information and  
22 belief, the scheme involves numerous additional tainted lawsuits against other  
23 parties.



**A. The Defendant Law Firms Identify Clients with Claims against Rideshare Companies and Direct these Clients to the Kickback Scheme Medical Providers**

23. This scheme begins when Defendants Fradkin, Downtown LA Law Group, Emrani, and Law Offices of Jacob Emrani identify individuals with potential personal injury claims against rideshare companies such as Uber. Because California law requires rideshare companies to carry \$1 million of liability and uninsured/underinsured motorist insurance coverage, Emrani and Fradkin and the other Defendants view the claims as highly profitable cases, regardless of the severity of the actual injuries. Both firms aggressively pursue clients to sue Uber, as shown in this online advertisement by Emrani:



*Figure 2.*

24. Fradkin, Emrani, and their respective law firms take advantage of claimants in vulnerable situations. Many of the claimants are facing economic stress

1 or pre-existing health problems. Emrani, Fradkin, and their law firms entice these  
2 vulnerable claimants to receive unnecessary and/or causally unrelated medical  
3 treatment with the promise of large settlement payouts. They routinely charge  
4 contingency fees of 45% or more.

5 25. Many of Fradkin's and Emrani's clients actually have health insurance.  
6 But to maximize their eventual recovery in their fraudulent lawsuits, Fradkin and  
7 Emrani steer these claimants away from medical providers who would bill their  
8 health insurance. Instead, these claimants are directed to specified medical providers,  
9 selected by the attorneys, who bill on a lien basis pursuant to a kickback scheme, in  
10 which certain medical providers agree to surrender their lien rights in exchange for a  
11 steady supply of claimants from the lawyers. These medical providers, including  
12 Khounganian and/or Radiance Surgery Center, require claimants to sign lien  
13 agreements under which the claimants agree to pay the providers from recoveries on  
14 their claims.

15 26. Upon information and belief, each lien agreement falsely stated that the  
16 claimants were directly and unconditionally responsible for the medical provider's  
17 fees, and that the fees were not contingent on any settlement, judgment, verdict, or  
18 other recovery. Such statements were knowingly false when made given the  
19 concealed side agreement to discount the medical bills in the event of a shortfall.

20 27. These medical providers then generate bills for their services at above-  
21 market, artificially inflated rates that they send to Fradkin, Emrani, and their  
22 respective law firms for insurance claims and for use in the litigation against Uber  
23 and other targets of the scheme.

24 28. These bills are in fact fraudulent and misleading when issued because  
25 the lien agreements are shams. Concealed from the targets of the scheme, the lawyers  
26 and the medical providers secretly agree in advance that, in the event that recoveries  
27 do not exceed the amount of fees and liens, the medical providers will reduce their  
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1 bills, so the lawyers can (i) falsely claim credit for obtaining a discount on their bill  
2 and (ii) deliver a minimal recovery to clients to preserve their ability to attract more  
3 clients in the future.

4 29. In exchange for secretly agreeing to discount their bills, the medical  
5 providers receive a steady stream of referrals from the lawyers. The arrangement is a  
6 kickback scheme.

7 30. Because of the liens that Khounganian and other providers hold on their  
8 recoveries, the claimants see little financial recovery from the fraudulent cases  
9 relative to the high payouts that the attorneys, Khounganian, and other providers  
10 receive.

11 **B. The Law Firms Direct their Clients to Khounganian for Specific**  
12 **Unnecessary Treatments, Including Costly and Invasive Surgeries**

13 31. Fradkin, Emrani, and their law firms direct their clients to these lien  
14 providers. In some pattern cases, Emrani and his firm work with a personal injury  
15 coordinator at Radiance Surgery Center to direct their clients to these lien providers.  
16 The law firms also direct patients to a range of medical providers, including physical  
17 therapists, chiropractors, acupuncturists, pain management physicians, and surgeons.

18 32. Staff from the law firms and Radiance Surgery Center subsequently  
19 schedule appointments and otherwise coordinate medical treatment for the claimants.  
20 The law firms authorize and direct diagnostic tests and treatments to be performed.

21 33. Defendant Khounganian and his medical practice, Defendant GSK  
22 Spine, are important players in this fraud. While unnecessary treatments from various  
23 medical providers allow Emrani and Fradkin to increase the value of their lawsuits  
24 materially, it is the costly, unnecessary, and/or causally unrelated surgeries  
25 recommended and performed by Khounganian that provide the most significant  
26 artificial damages enhancement in the scheme.

27 34. Khounganian examines the claimants and produces reports diagnosing  
28 claimants with serious spinal injuries, causally connecting these injuries to the

1 underlying accidents, and recommending an invasive surgery. Khounganian's reports  
2 are often knowingly and intentionally false in that he knows or is recklessly  
3 indifferent to the fact that the surgery is not medically warranted, and/or that the  
4 purported spinal injury was not caused by the minor accident in question.

5 35. Khounganian then performs the requested surgeries, often at Radiance  
6 Surgery Center. After performing the surgeries, Khounganian produces materially  
7 misleading bills that he transmits to either Emrani or Fradkin and their respective law  
8 firms that conceal his side agreements with the lawyers. The resulting false and  
9 misleading bills are then utilized to support artificially inflated claims.

10 36. This kickback scheme has been employed on numerous claims against  
11 Uber and others. It involves a wide-ranging pattern of corrupt activity, including  
12 conduct in violation of 18 U.S.C. § 1341 (mail fraud) and 18 U.S.C. § 1343 (wire  
13 fraud). The following claimants illustrate how the scheme operates in particular  
14 cases.

15 **C. Examples of the Scheme**

16 **1. Personal Injury Claimant A**

17 37. On December 9, 2019 Claimant A was driving a vehicle that was struck  
18 by another driver in Los Angeles, California. A police officer responded to the scene  
19 of the accident. Claimant A's vehicle sustained minor damage, and there were no  
20 injuries. A photo from the scene depicts the negligible damage that Claimant A's  
21 vehicle sustained:



*Figure 3.*

38. Claimant A did not visit the emergency room following the accident. Instead, on December 16, 2019—a full week later—Claimant A sought medical care and was diagnosed with myalgia (muscle pain). Claimant A used his health insurance to cover this initial treatment.

39. Thereafter, however, Claimant A retained the Emrani firm. Through the Radiance Surgery Center, the Emrani firm directed Claimant A to a group of lien medical providers. These providers delivered medical treatment pursuant to the kickback scheme and for the purpose of artificially inflating Claimant A's claimed damages. Claimant A did not utilize his medical insurance for the care.

40. On January 7, 2020, a Radiance Surgery Center employee asked the Emrani firm for approval to refer Claimant A to Khounganian for an orthopedic spine evaluation. On February 6, 2020, the Emrani firm provided its approval.

41. On February 24, 2020, Claimant A visited Khounganian. In a section of his report labeled "CAUSATION," Khounganian falsely stated as follows: "Within a reasonable degree of medical probability, the diagnosis above were caused by and/or exacerbated by the injury during the date of loss." This same section appeared in each of the reports of Khounganian's treatments of Claimant A, including

1 Khounganian's reports in which he recommended the two surgeries that he  
 2 performed on Claimant A as described below. These statements were knowingly  
 3 false when made. Upon information and belief, Khounganian knew or was recklessly  
 4 indifferent to the fact that such statements were false, given that Claimant A had not  
 5 sought care until a week after the accident, had not reported injuries in the police  
 6 report of the accident, and had suffered no injury in the accident. Khounganian knew  
 7 or was recklessly indifferent to the fact that the treatments he provided to Claimant  
 8 A were unnecessary and were for the purpose of fabricating a claim.

9 42. In reality, the treatment was authorized and directed by the Emrani law  
 10 firm. It was based on Emrani's, the law firm's, and the medical providers' desire to  
 11 fraudulently and artificially increase their fees. For example, on August 14, 2020,  
 12 Radiance Surgery Center emailed the Emrani firm about Claimant A's treatment. The  
 13 Emrani firm responded by authorizing a specific injection treatment, adding that the  
 14 claim involved Uber and a million-dollar bodily injury policy. The Emrani firm  
 15 directed Radiance Surgery Center to "schedule the patient asap":



28 *Figure 4 re: Treatment of Claimant A.*



1           43. On September 22, 2020, the Emrani firm wrote to Radiance Surgery  
2 Center: “I just spoke with the patient, he was a bit confused. Go ahead and scheduled  
3 him with Dr. Khounganian and send me the appointment details.” This was not the  
4 first time that the large number of medical treatments coordinated by the Emrani firm  
5 had caused confusion for Claimant A. On February 27, 2020, for example, Radiance  
6 Surgery Center emailed the Emrani firm: “Can you please contact [Claimant A] and  
7 inform him that [provider] needs to see him ... [Claimant A] was called and he stated  
8 he is [seeing] a different doctor. Please clarify with him I know he might be a bit  
9 confuse[d] due to[o] so many different appt been arrange[d].” (emphasis added).  
10 Defendant Emrani was copied on that email.

11           44. After an October 8, 2020 follow-up visit with Khounganian in which he  
12 recommended surgeries, Radiance Surgery Center emailed the Emrani firm to inform  
13 it about Khounganian’s recommendations. Defendant Emrani was copied on that  
14 email. Fourteen minutes later, the Emrani firm replied: “Just spoke with the patient,  
15 he is on board for the surgery. Please schedule him for the pre-op.”

16           45. On December 23, 2020, Khounganian performed cervical fusion  
17 surgery on Claimant A.

18           46. On February 19, 2021, Khounganian performed a second back surgery  
19 on Claimant A.

20           47. Khounganian and Radiance Surgery Center executed sham lien  
21 agreements with Claimant A wherein Claimant A promised to repay the providers  
22 from recoveries for any claim. Upon information and belief, each such agreement  
23 falsely stated that Claimant A was directly and unconditionally responsible for the  
24 medical providers’ fees, and that the fees were not contingent on any settlement,  
25 judgment, verdict, or other recovery. Such statements were knowingly false when  
26 made given the concealed side agreements.

1           48.   Khounganian's office prepared bills for the resulting treatment pursuant  
2 to his agreement with Claimant A as follows:

- 3           a.   February 24, 2020: \$1,500.00.
- 4           b.   October 8, 2020: \$700.00.
- 5           c.   December 31, 2020: \$700.00.
- 6           d.   January 21, 2021: \$700.00.
- 7           e.   February 1, 2021: \$125,000.00.
- 8           f.   March 11, 2021: \$700.00.
- 9           g.   April 7, 2021: \$100,000.00.
- 10          h.   May 22, 2021: \$700.00.
- 11          i.   April 28, 2022: \$700.00.
- 12          j.   May 21, 2022: \$700.00.
- 13          k.   January 26, 2024: \$225,000.00.

14           49.   The bills together with their stated amounts were materially false and  
15 misleading, given that the side agreement with the Emrani firm was fraudulently  
16 concealed. Khounganian knew or was recklessly indifferent to the fact that the bills  
17 and their stated amounts were false and misleading, given that he was aware of the  
18 secret side agreement to discount such bills in the event of a shortfall.

19           50.   Radiance Surgery Center's office prepared bills for the resulting  
20 treatment pursuant to its agreement with Claimant A as follows:

- 21          a.   September 15, 2020: \$13,995.00.
- 22          b.   December 23, 2020: \$163,400.00.
- 23          c.   February 5, 2021: \$12,150.00.
- 24          d.   February 19, 2021: \$93,400.00.
- 25          e.   April 23, 2021: \$7,600.00.

26           51.   The bills together with their stated amounts were materially false and  
27 misleading, given that the side agreement with the Emrani firm was fraudulently  
28



1 concealed. Radiance Surgery Center knew or was recklessly indifferent to the fact  
2 that the bills and their stated amounts were false given that it was aware of the secret  
3 side agreement to discount such bills in the event of a shortfall.

4 52. An Independent Medical Evaluation concluded that the surgery  
5 performed on Claimant A was medically unnecessary and below the accepted  
6 standard of care. The Evaluation further concluded that the reported charges for the  
7 procedures were 10 times the accepted norms and value for such procedures.  
8 Similarly, a Medical Bill Audit Analysis and Record Review concluded that the  
9 \$556,151.00 in total billed charges for Claimant A was over five times greater than  
10 the reasonable value of the care that Claimant A received.

11 53. The Emrani firm then presented the false and misleading bills generated  
12 by Khounganian and Radiance Surgery Center to Uber and others for the purpose of  
13 supporting a false and misleading artificially inflated claim. As a result, Uber  
14 incurred significant defense costs investigating and defending the claim.

## 15 **2. Personal Injury Claimant B**

16 54. Personal Injury Claimant B alleged that on March 10, 2019, she was  
17 involved in a low-speed accident with a vehicle driven by an individual logged into  
18 the Uber Eats application who was pulling out of a parking lot in Menifee, California.  
19 Both Claimant B and the other driver denied any injuries when speaking to the  
20 responding officer, and no tickets or citations were issued to either party.

21 55. Following the accident, Claimant B retained the Law Offices of Jacob  
22 Emrani. Subsequently, the Law Offices of Jacob Emrani referred, encouraged,  
23 directed, or otherwise instructed Claimant B to schedule appointments with a select  
24 group of medical providers with whom the firm maintained a close relationship.  
25 These providers rendered unnecessary treatments at excessive and above-market  
26 rates on a lien basis. To facilitate this arrangement, the Law Offices of Jacob Emrani  
27  
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1 signed lien agreements with the chosen providers and Claimant B, opting not to  
2 utilize Claimant B's available medical insurance.

3 56. On May 24, 2019, more than two months after the accident, Claimant B  
4 reported the accident to the Menifee Police Department. Again, Claimant B did not  
5 report any injuries resulting from the accident.

6 57. On December 28, 2020, more than 18 months later, and in furtherance  
7 of the scheme, Defendant Law Offices of Jacob Emrani and Defendant Jacob Emrani  
8 mailed, via U.S. mail, a demand letter signed by Defendant Emrani to Uber's  
9 insurance provider. The letter falsely represented that Claimant B suffered from  
10 numerous spinal injuries and would need to undergo future cervical fusion surgery.

11 58. Upon information and belief, Emrani and the Law Offices of Jacob  
12 Emrani knew or were recklessly indifferent to the fact that such statements were false  
13 when made. They were aware that the accident was not serious yet they referred  
14 Claimant B for unnecessary medical treatment to artificially inflate the value of her  
15 claim.

16 59. On March 9, 2021, Claimant B filed a lawsuit against Uber and was  
17 represented by the Law Offices of Jacob Emrani, including, among others, Jacob  
18 Emrani. The Law Offices of Jacob Emrani directed Claimant B to consult with  
19 Khounganian.

20 60. On May 18, 2021, during Claimant B's first appointment with him,  
21 Khounganian stated that Claimant B had "complete[d] all modalities of conservative  
22 management" and that Khounganian was "recommending lumbar  
23 decompression/discectomy for her lower back" at an approximate cost of \$226,000.  
24 This appointment was completed via telehealth, such that Khounganian did not  
25 conduct a physical exam of Claimant B prior to recommending and scheduling the  
26 surgery.

1           61. The Law Offices of Jacob Emrani was listed as a payor on the health  
2 insurance claim forms submitted by both Khounganian and Radiance Surgery  
3 Center—the facility where Khounganian ultimately performed surgery on  
4 Claimant B.

5           62. This recommendation was false when made. Upon information and  
6 belief, Khounganian knew or was recklessly indifferent to the fact that such surgery  
7 was unnecessary and unwarranted, given that Claimant B had suffered no injury and  
8 that Khounganian had not yet conducted an in-person physical examination at the  
9 time of the recommendation.

10           63. During the same appointment, Khounganian falsely stated that, “within  
11 a reasonable degree of medical probability, the diagnosis above were caused by  
12 and/or exacerbated by the injury during the date of loss.”—*i.e.*, the March 10, 2019  
13 accident.

14           64. Upon information and belief, Khounganian knew or was recklessly  
15 indifferent to the fact that such causation statement was false when made given that  
16 Claimant B had suffered no such injury due to the accident.

17           65. On July 16, 2021, Khounganian made identical false causation  
18 statements that “within a reasonable degree of medical probability, the diagnosis  
19 above were caused by and/or exacerbated by the injury during the date of loss.”  
20 Khounganian made these statements knowingly or with reckless indifference to the  
21 fact that they were false because Claimant B suffered no such injury due to the  
22 accident.

23           66. On July 16, 2021, just a few hours before Claimant B underwent  
24 surgery, Khounganian completed his first physical exam of Claimant B. Shortly after,  
25 Claimant B underwent an L2-3 discectomy by Khounganian at Sherman Oaks  
26 Surgery Center, in Sherman Oaks, California.

1           67. Following the surgery Claimant B completed several follow-up visits  
2 with Khounganian and GSK Spine staff. Khounganian referred Claimant B to  
3 complete a series of appointments with a physical therapy provider. Claimant B,  
4 together with Defendant Emrani, who is listed as Claimant B's attorney on the form,  
5 signed a lien agreement with the physical therapy provider in Riverside, California.

6           68. Claimant B completed approximately 13 visits with the physical therapy  
7 provider over a two-month period. By her last appointment on October 28, 2021, she  
8 had reported her pain as a 0 out of 10 in four of her last five visits.

9           69. Despite the fact that Claimant B repeatedly reported no pain to her  
10 chiropractor, on October 25, 2021 Khounganian signed a record opining that  
11 Claimant B would likely "require[] a lumbar fusion procedure in the future,"  
12 estimated at approximately \$265,000, as well as an "anterior cervical disc placement  
13 procedure," also estimated at approximately \$265,000.

14           70. Upon information and belief, Khounganian knew or was recklessly  
15 indifferent to the fact that such statements were false and such treatments were  
16 unnecessary. The statements were made for the purpose of fabricating a claim, given  
17 that Claimant B had suffered no injury and that she had recently reported having no  
18 pain.

19           71. The majority of the treatment pursued and received by Claimant B was  
20 procured through medical lien billing with the various providers, totaling at least  
21 \$330,308.42.

22           72. Upon information and belief, Khounganian executed a sham lien  
23 agreement with Claimant B in which Claimant B promised to repay Khounganian  
24 from recoveries for any claim. Upon information and belief, the agreement falsely  
25 stated that Khounganian's fee was not contingent on recovery. Such statements were  
26 knowingly false when made due to the concealed side agreement that Khounganian

1 would surrender his right to full payment in the event of a shortfall in the recovery  
2 for the claim.

3 73. Khounganian's office prepared bills for the resulting treatment pursuant  
4 to his agreement with Claimant B as follows:

5 f. May 18, 2021: \$1,500.00.

6 g. July 16, 2021: \$1,500.00.

7 h. July 16, 2021: \$100,000.

8 i. July 21, 2021: \$700.00.

9 j. August 23, 2021: \$700.00.

10 k. October 25, 2021: \$700.00.

11 74. The bills together with their stated amounts were false and misleading,  
12 given that the side agreement with the Emrani firm was concealed. They were  
13 knowingly false when made, or made with reckless indifference to the truth, given  
14 that Khounganian was aware of the secret side agreement to discount such bills.

15 75. Upon information and belief, Claimant B executed an agreement with  
16 Radiance Surgery Center promising to repay Radiance Surgery Center from  
17 recoveries for any claim. Upon information and belief, such agreement falsely stated  
18 that the claimant was directly and unconditionally responsible for the medical  
19 provider's fees, and that the fees were not contingent on any settlement, judgment,  
20 verdict, or other recovery. Such statements were knowingly false when made given  
21 the concealed side agreement.

22 76. On September 27, 2021, Radiance Surgery Center's office prepared bills  
23 totaling \$100,300 pursuant to this agreement.

24 77. The Radiance Surgery Center bills were false and misleading in light of  
25 the concealed side agreement with the Emrani firm. Such statements were knowingly  
26 false when made, or made with reckless indifference to the truth, given that Radiance  
27 Surgery Center was aware of the secret side agreement to discount such bills.

1           78. These amounts in the medical bills were artificially inflated far above  
2 market rates. For example, Khounganian quoted a price nearly four times more than  
3 that quoted by a separate spine surgeon for a similar spinal surgery. In her deposition,  
4 Claimant B stated that she believed the liens were through her attorney and Defendant  
5 Law Offices of Jacob Emrani. These rates, as presented and charged by  
6 Khounganian, were, on information and belief, intended to further the fraudulent  
7 scheme.

8           79. The matter was ultimately settled. In addition to the settlement amount,  
9 Uber incurred significant defense costs in defending against the litigation.

10                   **3. Personal Injury Claimant C**

11           80. On March 8, 2019, Personal Injury Claimant C was traveling in an Uber-  
12 facilitated ride when the driver's vehicle had a minor collision with another vehicle  
13 at an intersection in Los Angeles, California. Claimant C was sitting in the rear  
14 passenger's side at the time and on the opposite side from where the impact occurred.  
15 Claimant C was en route to Los Angeles International Airport ("LAX") for a flight  
16 to return home to St. Louis, Missouri. Within minutes of the accident, Claimant C  
17 hailed another ride to the airport and flew back to St. Louis that day. Claimant C has  
18 continued to live in or around St. Louis—more than 1,800 miles away from Los  
19 Angeles—since the accident.

20           81. Claimant C first sought treatment for his injuries on March 14, 2019,  
21 eight days after the accident, at a chiropractic facility in St. Louis. Over the next  
22 month and a half, Claimant C attended approximately 16 chiropractic sessions in St.  
23 Louis. By late April 2019, Claimant C reported nearly non-existent pain in his neck  
24 (1/10 pain level), upper back (1/10), lower back (2/10), and shoulders (1/10).  
25 Claimant C did not report any higher level of pain in his lower back in his six  
26 preceding chiropractic sessions.

1           82. Claimant C then had a four-month gap in treatment. The treating doctor  
2 at Claimant C's last chiropractic session noted there was "no reason to expect any  
3 major change in [Claimant C]'s clinical picture in the near future."

4           83. Additionally, after the accident and throughout the relevant time,  
5 Claimant C posted multiple video clips of himself online that showed Claimant C did  
6 not have debilitating back pain. For instance, on April 5, 2019—less than a month  
7 after the accident—Claimant C posted online a video clip of himself bouncing,  
8 dancing, and singing as part of a music video.

9           84. Within a few weeks of the accident, in or around March 2019, Claimant  
10 C retained Downtown LA Law Group. Subsequently, Downtown LA Law Group  
11 referred, encouraged, directed, or otherwise instructed Claimant C to schedule  
12 appointments with a select group of medical providers upon whom the firm relied to  
13 render unnecessary treatments at excessive above-market rates on a lien basis.

14           85. To facilitate this arrangement, Downtown LA Law Group signed lien  
15 agreements with the chosen providers and Claimant C. Upon information and belief,  
16 Claimant C executed a sham lien agreement with Khounganian promising to repay  
17 Khounganian from recoveries for any claim. Upon information and belief, the  
18 agreement falsely stated that Khounganian's fee was not contingent on recovery.  
19 Such statement was knowingly false when made, given the concealed side agreement  
20 that Khounganian would surrender his right to full payment in the event of a shortfall  
21 in the recovery for the claim.

22           86. On September 5, 2019, after over four months of no treatment for  
23 Claimant C, and despite him reporting low to non-existent pain levels at his last  
24 chiropractic session conducted in his home state of Missouri, Downtown LA Law  
25 Group directed Claimant C to Khounganian—in California.

26           87. At Khounganian's office, Claimant C reported lumbar spine pain with  
27 radiating symptoms to his left lower extremities. Khounganian knowingly and falsely  
28



1 stated that Claimant C had “[a]pproximately 50% of normal observed” range of  
2 motion in his lumbar spine and, moreover, that Claimant C was “being treated by a  
3 chiropractor, however he ate [sic] discontinued treatment due to the severity and  
4 worsening symptoms[.]”

5 88. Upon information and belief, Khounganian knew or was recklessly  
6 indifferent to the fact that Claimant C’s stated injuries were false, given that Claimant  
7 C had not sought treatment for more than a week after the LAX accident, he had  
8 achieved nearly non-existent pain levels through chiropractic care and did not, as  
9 Khounganian falsely claimed, stop going because of “worsening symptoms,” and  
10 Khounganian’s treatments were unnecessary and were for the purpose of fabricating  
11 a claim.

12 89. Khounganian also knowingly, or with reckless indifference, falsely  
13 stated that “within a reasonable degree of medical probability, the diagnosis above  
14 were caused by the injury during the date of loss.”—*i.e.*, the March 8, 2019 minor  
15 accident en route to LAX. Upon information and belief, Khounganian knew or was  
16 recklessly indifferent to the fact that the statement was false when made given that  
17 Claimant C had suffered no such injury.

18 90. Despite Claimant C reporting no neck pain, Khounganian diagnosed  
19 Claimant C with, among other things, cervicalgia (*i.e.*, neck pain) and other cervical  
20 disc displacement. And despite the apparent improvement in Claimant C’s condition,  
21 Khounganian again recommended a L5-S1 microdiscectomy and cervical spine  
22 injections. He also recommended a C3-4 disc replacement if Claimant C’s condition  
23 did not improve.

24 91. On March 1, 2021, Claimant C filed a lawsuit against Uber and was  
25 represented by Downtown LA Law Group, including, among others, Igor Fradkin.

26 92. On October 12, 2021, Khounganian knowingly or with reckless  
27 indifference falsely stated that “due to failure of conservative management, surgical  
28



1 intervention is medically necessary for L5-S1 microdiscectomy.” Claimant C then  
2 received no treatment for eleven months until another visit with Khounganian, again  
3 in Los Angeles, on September 24, 2022.

4 93. On January 17, 2023, Claimant C underwent an L5-S1 microdiscectomy  
5 and decompression with Khounganian in Los Angeles. According to Claimant C,  
6 neither he nor his lawyers—but rather Khounganian, his *doctor*—paid for both his  
7 and his mother’s roundtrip airfare from St. Louis to LAX and his hotel  
8 accommodations for his surgery.

9 94. Claimant C received no further treatment except on January 24, 2023,  
10 when Claimant C had a post-surgery virtual telehealth visit. Claimant C’s medical  
11 bills totaled \$51,423 excluding surgery and \$246,000 including surgery. Upon  
12 information and belief, Claimant C executed a fraudulent and misleading agreement  
13 with Khounganian promising to repay Khounganian from recoveries for any claim.  
14 Upon information and belief, the agreement falsely stated that Khounganian’s fee  
15 was not contingent on any settlement, judgment, verdict, or other recovery. Such  
16 statement was knowingly false when made given the concealed side agreement.

17 95. Khounganian’s office prepared health insurance claim forms for some  
18 of the resulting treatment pursuant to his agreement with Claimant C. The claim  
19 forms included the following charges:

- 20 a. September 5, 2019: \$1,500.00.
- 21 b. December 5, 2020: \$700.00.
- 22 c. October 12, 2021: \$700.00.
- 23 d. September 24, 2022: \$700.00.
- 24 e. November 22, 2022: \$700.00.
- 25 f. January 16, 2023: \$700.00.
- 26 g. February 15, 2023: \$85,777.93.
- 27 h. January 24, 2023: \$700.00.

1           96. The bills together with their stated amounts were false and misleading  
2 given that the side agreement with Downtown LA Law Group was concealed. They  
3 were knowingly false when made, or made with reckless indifference to the truth,  
4 given that Khounganian was aware of the concealed side agreement to discount such  
5 bills in the event of a shortfall in recovery.

6           97. These amounts charged in the medical bills were artificially inflated far  
7 above market rates. Khounganian's total bill of \$108,463.15 for his services was  
8 particularly excessive. An independent expert determined the reasonable value of  
9 those services to be \$10,374.98, less than one-tenth as much.

10           98. In May 2023, Claimant C testified in his sworn deposition in his  
11 personal injury case that he never paid anything to Khounganian, never saw an  
12 invoice or bill from Khounganian, and never was told by Khounganian or his office  
13 that he was late on any payment.

14           99. Claimant C's lumbar surgery was neither medically necessary nor  
15 causally related to the minor accident. MRI scans indicate that Claimant C's  
16 herniation at L5-S1 was decreasing in size, yet Khounganian nevertheless operated  
17 on Claimant C. Upon information and belief, Khounganian knew or was recklessly  
18 indifferent to the fact that Claimant C's stated injuries were false and that the  
19 treatments he recommended were unnecessary, not causally connected to the  
20 accident, and were recommended fraudulently for the purpose of artificially inflating  
21 a claim.

22           100. Claimant C's case settled in mediation. In addition to the settlement  
23 amount, Uber incurred significant costs in defending the litigation.

24           **4. Personal Injury Claimant D**

25           101. On January 2, 2019, Personal Injury Claimant D was a passenger in a  
26 vehicle involved in a low speed, three-car, rear-end collision in Los Angeles,  
27 California with a car driven by a driver logged into the Uber application. The police  
28

1 report characterized the incident as resulting in “property damage only,” noting  
2 minor damage to all three vehicles. No injuries were reported at the scene, and  
3 paramedics were not called.

4 102. Claimant D did not seek emergency care after the accident.

5 103. Following the accident, Claimant D retained Downtown LA Law  
6 Group. Subsequently, Downtown LA Law Group referred, encouraged, directed, or  
7 otherwise instructed Claimant D to schedule appointments with a select group of  
8 medical providers with whom the firm had a close relationship. These providers  
9 rendered unnecessary treatments at excessive, above-market rates on a lien basis.

10 104. To facilitate this arrangement, Downtown LA Law Group signed lien  
11 agreements with the chosen providers and Claimant D, opting not to utilize Claimant  
12 D’s available medical insurance. Upon information and belief, Claimant D executed  
13 a sham lien agreement with Khounganian, promising to repay Khounganian from  
14 recoveries for any claim. Upon information and belief, the agreement falsely stated  
15 that Khounganian’s fees were not contingent on recovery. Such statements were  
16 knowingly false when made, given the concealed side agreement that Khounganian  
17 would surrender his right to full payment in the event of a shortfall in the recovery of  
18 the claim.

19 105. Between January 8 and May 31, 2019, Claimant D sought treatment  
20 from a shock wave therapist and a chiropractor. Following the completion of such  
21 treatment, there was a three-month lapse in Claimant D’s treatment.

22 106. In late August 2019, and proceeding through 2020, Claimant D visited  
23 a pain management clinic, where he underwent lumbar medial branch blocks.

24 107. To fraudulently and artificially increase the value of the claim, and upon  
25 information and belief, Defendant Downtown LA Law Group thereafter referred  
26 Claimant D to Khounganian.

1           108. On July 16, 2020, Claimant D was evaluated by Khounganian for lower  
2 back pain. At this initial appointment, Khounganian opined that Claimant D would  
3 ultimately “need surgical management in the form of a lumbar microdiscectomy at  
4 L3-4 and L5-S1 secondary to injury sustained by this collision.”

5           109. This recommendation for surgery was knowingly false when made.  
6 Upon information and belief, Khounganian knew or was recklessly indifferent to the  
7 fact that Claimant D’s surgery was unnecessary and not causally related to the minor  
8 accident, given that Claimant D had not sought treatment for nearly a week after the  
9 accident and that he had successfully managed any injury through chiropractic care  
10 and injections, and that such treatments were for the purpose of fabricating a claim.

11           110. Khounganian further falsely stated that “within a reasonable degree of  
12 medical probability, the diagnosis above were caused and/or exacerbated by the  
13 injury during the date of loss.”—*i.e.*, the January 2, 2019 rear-end collision. Upon  
14 information and belief, Khounganian knew or was recklessly indifferent to the fact  
15 that the statement was false when made, given that Claimant D had suffered no such  
16 injury.

17           111. Upon information and belief, Claimant D executed an agreement with  
18 Khounganian promising to repay Khounganian from recoveries for any claim. Upon  
19 information and belief, such agreement falsely stated that the claimant was directly  
20 and unconditionally responsible for the medical provider’s fees, and that the fees  
21 were not contingent on any settlement, judgment, verdict, or other recovery. Such  
22 statements were knowingly false when made given the concealed side agreement.

23           112. On or about July 16, 2020, Khounganian’s office prepared a \$1,500.00  
24 bill for the resulting treatment pursuant to the agreement.

25           113. The bill and the amount were false and misleading given that the side  
26 agreement with the Downtown LA Law Group was concealed. They were knowingly  
27  
28

1 false when made given that Khounganian was aware of the secret side agreement to  
2 discount such bills in the event of a shortfall.

3 114. Khounganian referred Claimant D to an acupuncturist, with whom he  
4 completed six sessions, and a physical therapist practice, where he attended  
5 approximately fifteen sessions. By the end of these treatments Claimant D reported  
6 low or no pain.

7 115. On December 23, 2020, Claimant D filed a lawsuit against Uber and  
8 was represented by the Downtown LA Law Group, including, among others, Igor  
9 Fradkin.

10 116. On March 12, 2021, and in furtherance of the scheme, Defendant  
11 Downtown LA Law Group emailed a demand letter signed by Defendant Fradkin to  
12 Uber's counsel demanding \$750,000 to resolve Claimant D's claims. The letter  
13 falsely represented as follows:

14 On January 2, 2019 our client [Claimant D] was involved in a serious  
15 auto accident with your driver [...]. The accident caused significant  
16 bodily injuries to [Claimant D]. These injuries continue to disrupt  
17 [Claimant D]'s quality of life and will require long term future medical  
care.

18 117. Upon information and belief, Fradkin and Downtown LA Law Group  
19 knew or were recklessly indifferent to the fact that such statements were false when  
20 made. Among other things, they were aware that the accident was not serious and  
21 that they had referred Claimant D for unnecessary medical treatment.

22 118. The matter was ultimately settled. In addition to the settlement amount,  
23 Uber incurred significant defense costs in defending against the litigation.

24 **RACKETEERING ALLEGATIONS**

25 119. At all relevant times, Defendants' scheme was in violation of 18 U.S.C.  
26 §§ 1962(c) and/or (d) of the RICO statute as further set forth below.  
27  
28

**A. Defendants' Misconduct and Respective Bases for Liability**

**1. GSK Spine and Khounganian**

120. As described above, Defendant Khounganian and the medical practice he controls, Defendant GSK Spine, play a central role in advancing the scheme. Khounganian and GSK Spine have participated and likely will in the future continue to participate in the scheme by producing fraudulent bills and fraudulent medical records that tie purported injuries to underlying motor vehicle accidents and/or recommending and performing unnecessary surgeries. Additionally, Khounganian and GSK Spine have participated and likely will in the future continue to participate in the scheme by performing said unnecessary and/or causally unrelated surgeries, producing fraudulent medical records reflecting false statements of the necessity of these surgeries and/or the causation of the injuries, and transmitting these medical records to the other Defendants using interstate mail or wires.

**2. Downtown LA Law Group and Igor Fradkin**

121. As described above, Defendant Downtown LA Law Group and Defendant Igor Fradkin play a key role in effectuating this scheme. Downtown LA Law Group and Fradkin have participated and likely will in the future participate in this scheme by accepting clients with low-value or meritless claims, directing these clients to Khounganian and other providers for treatment of exaggerated or non-existent injuries, directing these providers to recommend specific treatments, directing clients to sign sham lien agreements with Khounganian to pay for those surgeries, and entering into concealed kickback agreements with Khounganian regarding these lien agreements.

122. Downtown LA Law Group and Igor Fradkin use the associated fraudulent medical records and the evidence of the liens to pursue claims against Uber and others for inflated damages in state court.

1                               **3. Law Offices of Jacob Emrani and Jacob Emrani**

2           123. As described above, Defendant Law Offices of Jacob Emrani and  
 3 Defendant Jacob Emrani play a key role in effectuating this scheme. Law Offices of  
 4 Jacob Emrani and Jacob Emrani have participated and likely will in the future  
 5 participate in this scheme by accepting clients with low-value or meritless claims,  
 6 directing these clients to Khounganian and other providers for treatment of  
 7 exaggerated or non-existent injuries, directing these providers to recommend specific  
 8 treatments, encouraging clients to sign sham lien agreements with Khounganian to  
 9 pay for those surgeries, and entering into concealed kickback agreements with  
 10 Khounganian regarding these lien agreements.

11           124. Law Offices of Jacob Emrani and Jacob Emrani use the associated  
 12 fraudulent medical records and the evidence of the liens to pursue claims against  
 13 Uber and others for inflated damages in state court.

14                               **B. Uber is a Victim of the Scheme and has Suffered Injury**

15           125. The scheme has resulted in millions of dollars of harm from defense  
 16 costs and settlements. This action is intended to recover the full extent of such harm.

17           126. To date, these false and inflated claims have forced Uber to incur  
 18 substantial expense to investigate and defend them. The lawyer and law firm  
 19 Defendants use false medical records and unnecessary treatments to attempt to  
 20 fraudulently induce significantly larger settlement payments from Uber in personal  
 21 injury lawsuits. As such, Uber has been forced to incur legal fees and out-of-pocket  
 22 costs in defending these lawsuits and responding to fraudulent evidence and inflated  
 23 damages claims in excess of what would have otherwise been required. These  
 24 inflated costs damaged Uber in its business or property. This damage is the direct  
 25 result of Defendants' pattern of racketeering activity.

26           127. The scheme remains ongoing, and Uber continues to suffer.  
 27  
 28



1           **C.     The RICO Enterprise**

2           128. GSK Spine constitutes an ongoing “enterprise,” as that term is defined  
3 in 18 U.S.C. § 1961(4), that engages in activities which affect interstate commerce.  
4 Upon information and belief, the enterprise of GSK Spine engages in at least some  
5 legitimate activity, treating patients with actual injuries who pay for their care via  
6 health insurance. However, upon information and belief, Defendant Khounganian’s  
7 predicate acts of mail fraud and wire fraud constituted a material portion of GSK  
8 Spine’s business.

9           129. Defendant Khounganian operated, managed, and controlled the medical  
10 practice directly in furtherance of the scheme through a pattern of racketeering  
11 activity. Khounganian understood that his ability to extract financial rewards from  
12 the pursuit of fraudulent claims against Uber and others depended on (i) the diagnosis  
13 of non-existent or exaggerated injuries, (ii) the production of fraudulent medical  
14 records and medical bills regarding those injuries and their causation that could be  
15 used to artificially inflate damages in resulting litigation, (iii) the use of the fraudulent  
16 medical and billing records and materially false statements to advance such litigation,  
17 and (iv) the use of sham lien payment arrangements to artificially inflate the resulting  
18 claimed damages.

19           130. Defendants Emrani and Fradkin, and, through them, their respective law  
20 firms participated in the management of the medical practice directly in furtherance  
21 of the scheme through a pattern of racketeering activity. Emrani and Fradkin  
22 understood that their ability to extract financial rewards from the pursuit of fraudulent  
23 claims against Uber and others depended on (i) directing kickbacks to Khounganian  
24 in the form of continued referrals in exchange for concealed side agreements  
25 regarding lien recovery, and (ii) the transmittal and use of the fraudulent medical  
26 records and bills and materially false statements to advance the claims.



1           131. At all relevant times, the GSK Spine enterprise was engaged in, and its  
2 activities affected, interstate commerce within the meaning of 18 U.S.C. § 1962(c)  
3 through its use of mail and interstate wires.

4           132. Downtown LA Law Group constitutes an ongoing “enterprise,” as that  
5 term is defined in 18 U.S.C. § 1961(4), that engages in activities which affect  
6 interstate commerce.

7           133. Defendant Fradkin operated, managed, and controlled the law firm,  
8 Downtown LA Law Group, directly in furtherance of the scheme through a pattern  
9 of racketeering activity. Fradkin understood that his ability to extract financial  
10 rewards from the pursuit of fraudulent claims against Uber and others depended on  
11 (i) directing kickbacks to Khounganian in the form of continued referrals in exchange  
12 for concealed agreements regarding lien recovery, and (ii) the transmittal and use of  
13 the fraudulent medical records and materially false statements to advance the claims.

14           134. At all relevant times, the Downtown LA Law Group enterprise was  
15 engaged in, and its activities affected, interstate commerce within the meaning of 18  
16 U.S.C. § 1962(c) through its use of mail and interstate wires.

17           135. Law Offices of Jacob Emrani constitutes an ongoing “enterprise,” as  
18 that term is defined in 18 U.S.C. § 1961(4), that engages in activities which affect  
19 interstate commerce.

20           136. Defendant Emrani operated, managed, and controlled his law firm, Law  
21 Offices of Jacob Emrani, directly in furtherance of the scheme through a pattern of  
22 racketeering activity. Emrani understood that his ability to extract financial rewards  
23 from the pursuit of fraudulent claims against Uber and others depended on  
24 (i) directing kickbacks to Khounganian in the form of continued referrals in exchange  
25 for concealed agreements regarding lien recovery, and (ii) the transmittal and use of  
26 the fraudulent medical and billing records and materially false statements to advance  
27 the litigation.

1           137. At all relevant times, the Law Offices of Jacob Emrani enterprise was  
2 engaged in, and its activities affected, interstate commerce within the meaning of 18  
3 U.S.C. § 1962(c) through its use of mail and interstate wires and because its activities  
4 were directed at and intended to influence Uber.

5           138. In the alternative, Defendants and Radiance Surgery Center constitute  
6 an association-in-fact enterprise within the meaning of 18 U.S.C. §§ 1961(4) and  
7 1962(c). Each of the Defendants participated in the operation or management of the  
8 enterprise. The enterprise itself is distinct from the culpable persons of Khounganian,  
9 Emrani, Fradkin, their respective law firms, and their respective corrupt activities.  
10 Khounganian is an employee of his own medical practice, and Fradkin and Emrani  
11 are employees of their own respective law firms. Each, along with Radiance Surgery  
12 Center, worked to operate the larger association-in-fact enterprise and manage its  
13 affairs through their corrupt patterns of kickbacks and production and transmittal of  
14 fraudulent medical records and bills.

15           139. The association-in-fact enterprise was of sufficient duration to  
16 accomplish its purposes, originating at least as early as 2019 and threatening to  
17 continue into the future.

18           140. Defendants shared longstanding relationships, acted for a common  
19 benefit, and depended on one another and their respective activities for such benefit.  
20 Fradkin and Emrani and their law firms each shared longstanding relationships with  
21 Khounganian. These relationships are described above in the various non-exhaustive  
22 pattern cases and were cemented by the kickback arrangement described herein.  
23 Emrani and Fradkin and their law firms each also shared longstanding relationships  
24 with Radiance Surgery Center through the management and direction of medical care  
25 described herein. Khounganian shared a longstanding relationship with Radiance  
26 Surgery Center through his pattern of performing surgeries at facilities owned by  
27 Radiance Surgery Center.

1           141. Each Defendant played a critical role and depended on others to carry  
2 out their respective roles in furtherance of the scheme, including the initial client  
3 intake performed by Emrani and Fradkin and their law firms; the coordination by  
4 Radiance Surgery Center of certain medical care for clients of Emrani, Fradkin, and  
5 their law firms; the kickback scheme described herein; and the fraudulent medical  
6 records and bills produced by Khounganian and transmitted to Emrani, Fradkin, and  
7 their law firms.

8           **D. Pattern of Racketeering Activity**

9           142. Defendants' scheme constitutes a pattern of racketeering activity. The  
10 pattern of racketeering activity includes, among others, commission of the predicate  
11 acts in violation of the federal mail and wire fraud statutes: 18 U.S.C. §§ 1341 and  
12 1343.

13           143. Defendants committed these acts willfully and knowingly and with  
14 specific intent to defraud.

15           144. As discussed herein, Defendant Khounganian made numerous false  
16 statements knowingly, and with reckless indifference to the truth, in medical and  
17 billing records. It was reasonably foreseeable to Khounganian that the U.S. mail or  
18 private or commercial carrier or the interstate wires would be used in furtherance of  
19 the scheme by, for example, the sending of false or misleading statements to  
20 Downtown LA Law Group or The Law Offices of Jacob Emrani for further  
21 transmission by interstate wires to an insurance carrier. Such records were in fact so  
22 mailed and transmitted. As such, each such record was prepared and executed in  
23 violation of the federal mail and wire fraud statutes (18 U.S.C. §§ 1341, 1343).

24           145. As discussed herein, Defendants Jacob Emrani and The Law Offices of  
25 Jacob Emrani made numerous materially false and misleading statements in demand  
26 letters or similar communications knowingly or with reckless indifference to the  
27 truth. It was reasonably foreseeable to Emrani that these knowingly false and  
28

1 misleading statements would be subsequently sent by U.S. mail or private or  
2 commercial carrier and transmitted through the interstate wires to Uber and/or Uber's  
3 insurance carriers. Such records were in fact so mailed and transmitted. As such, each  
4 such letter or communication was prepared and executed in violation of the federal  
5 mail and wire fraud statutes (18 U.S.C. §§ 1341, 1343).

6 146. As discussed herein, Defendants Igor Fradkin and Downtown LA Law  
7 Group made numerous materially false and misleading statements in demand letters  
8 or similar communications knowingly or with reckless indifference to the truth. It  
9 was reasonably foreseeable to Fradkin that these knowingly false statements would  
10 be subsequently sent by U.S. mail or private or commercial carrier and transmitted  
11 through the interstate wires to Uber and/or Uber's insurance carriers. Such records  
12 were in fact so mailed and transmitted. As such, each such letter or communication  
13 was prepared and executed in violation of the federal mail and wire fraud statutes (18  
14 U.S.C. §§ 1341, 1343).

15 147. Defendants' commission of predicate acts included the following  
16 specific examples:

17 148. **Personal Injury Claimant A**

18 a. On January 3, 2020, Emrani faxed an information demand to an  
19 insurer located in a different state. On February 6, 2020, an employee of the  
20 Emrani firm corresponded via email with an insurer located in a different state  
21 regarding the insurer's acceptance of liability. On October 3 and 4, 2021,  
22 Emrani faxed and/or emailed a request for lien information as to Claimant A  
23 to an insurer located in a different state. On October 15, 2021, the Emrani firm  
24 faxed a request for a Conditional Payment Letter as to Claimant A to a  
25 government entity located in a different state. On January 29, 2024,  
26 Khounganian caused records of his treatments of Claimant A to be transmitted  
27 through the interstate wires to a cloud-based platform of a company located in  
28

1 a different state. Such uses of the interstate wires were reasonably foreseeable  
2 and were in furtherance of the scheme and in violation of the federal wire fraud  
3 statute (18 U.S.C. § 1343).

4 b. On December 31, 2020, and on March 11, 2021, for the purpose  
5 of adding the expense of his treatments of Claimant A on those days to  
6 Claimant A's claims and to further the scheme, Khounganian falsely  
7 represented in connection with Claimant A's visits: "Within a reasonable  
8 degree of medical probability, the diagnosis above were caused by and/or  
9 exacerbated by the injury during the date of loss." Upon information and  
10 belief, Khounganian knew or was recklessly indifferent to the fact that these  
11 statements were false when made. Khounganian caused the records containing  
12 such false statements to be transmitted through the interstate wires to a cloud-  
13 based platform of a company located in a different state. As such, such records  
14 were transmitted in furtherance of the scheme and in violation of the federal  
15 wire fraud statute (18 U.S.C. § 1343).

16 c. On December 30, 2019, an employee of the Emrani firm executed  
17 a Proof of Representation as to Claimant A. On October 20, 2020, the Emrani  
18 firm executed a Medical Clearance Request as to Claimant A. On October 8,  
19 2021, an employee of the Emrani firm electronically completed and submitted  
20 to the website of a government entity a Personal Injury Notification Form as  
21 to Claimant A. It was reasonably foreseeable to Emrani and the Emrani firm  
22 that such documents would be subsequently sent by U.S. mail or private or  
23 commercial carrier and/or transmitted through the interstate wires to an  
24 insurance carrier. Such documents were in fact so mailed and/or transmitted.  
25 As such, such documents were executed in furtherance of the scheme in  
26 violation of the federal mail and/or wire fraud statutes (18 U.S.C. §§ 1341,  
27 1343).

1 d. On August 20, 2021, Emrani solicited medical records of  
2 Claimant A from a medical provider. It was reasonably foreseeable to Emrani  
3 and the Emrani firm that such records would be subsequently sent by U.S. mail  
4 or private or commercial carrier and/or transmitted through the interstate wires  
5 to an insurance carrier. Such records were in fact so mailed and/or transmitted  
6 in furtherance of the scheme. As such, such records were solicited in violation  
7 of the federal mail and/or wire fraud statutes (18 U.S.C. §§ 1341, 1343).

8 e. On October 22, 2021, the Emrani firm caused to be electronically  
9 filed proofs of service of Claimant A's complaint and related papers on Uber  
10 and two other defendants in the underlying lawsuit. Each such use of the  
11 interstate wires to file the proofs of service was in furtherance of the scheme  
12 and in violation of the federal wire fraud statute (18 U.S.C. § 1343).

13 f. On or around February 21, 2020, the Emrani firm received three  
14 faxes from a medical provider containing medical records of Claimant A. On  
15 March 25, 2020, the Emrani firm received medical records of Claimant A from  
16 a medical provider in response to a subpoena issued by the Emrani firm. On or  
17 around July 22, 2020, the Emrani firm received a fax from a medical provider  
18 containing medical records of Claimant A. On October 18, 2021, the Emrani  
19 firm received a letter from a government entity containing insurance  
20 information of Claimant A. On November 1, 2021, the Emrani firm received a  
21 letter from a government entity located in a different state containing insurance  
22 information of Claimant A. On November 26, 2021, the Emrani firm received  
23 a letter from a government entity located in a different state containing  
24 insurance information of Claimant A. The Emrani firm subsequently sent such  
25 documents by U.S. mail or private or commercial carrier and/or transmitted  
26 such documents through the interstate wires to an insurance carrier. As such,  
27 such documents were mailed and/or transmitted in violation of the federal mail  
28

1 and/or wire fraud statutes (18 U.S.C. §§ 1341, 1343). Each such use of U.S.  
2 mail or private or commercial carrier was in furtherance of the scheme and in  
3 violation of the federal mail fraud statute (18 U.S.C. § 1341).

4 **149. Personal Injury Claimant B**

5 a. On December 28, 2020, Law Offices of Jacob Emrani mailed via  
6 U.S. mail and e-mailed a demand letter to Uber's insurance provider in  
7 furtherance of its scheme. As such, such records were transmitted in violation  
8 of the federal mail and wire fraud statutes (18 U.S.C. §§ 1341, 1343).

9 b. From May 18, 2021, through October 28, 2021, Khounganian  
10 transmitted treatment records, through the interstate wires to a cloud-based  
11 platform of a company located in a different state, in which Khounganian  
12 falsely represented in connection with Claimant B's visit: "Within a reasonable  
13 degree of medical probability, the diagnosis above were caused by and/or  
14 exacerbated by the injury during the date of loss." Upon information and  
15 belief, Khounganian knew or was recklessly indifferent to the fact that these  
16 statements were false when made given that this claimant had suffered no  
17 injury in the accident. As such, such records were transmitted in violation of  
18 the federal wire fraud statute (18 U.S.C. § 1343).

19 c. On August 18, 2021, The Law Offices of Jacob Emrani, through  
20 its agent, effected service of Claimant B's fraudulent complaint and related  
21 papers on Uber in the underlying lawsuit via the mail. Each such use of U.S.  
22 mail or private or commercial carrier was in furtherance of the scheme and in  
23 violation of the federal mail fraud statute (18 U.S.C. § 1341).

24 **150. Personal Injury Claimant C**

25 a. On September 13, 2019, Khounganian faxed or caused to be  
26 faxed to Downtown LA Law Group records of his September 5, 2019 treatment  
27 notes of Claimant C. In those treatment notes, Khounganian falsely  
28



1 represented in connection with Claimant C's visit: "Within a reasonable degree  
2 of medical probability, the diagnosis above were caused by the injury during  
3 the date of loss." Upon information and belief, Khounganian knew or was  
4 recklessly indifferent to the fact that these statements were false when made  
5 given that this claimant had suffered no injury in the accident. Additionally,  
6 from September 5, 2020, through November 22, 2022, Khounganian  
7 transmitted or caused to be transmitted treatment records containing such false  
8 statements through the interstate wires to a cloud-based platform of a company  
9 located in a different state. As such, such records were transmitted in  
10 furtherance of the scheme and in violation of the federal wire fraud statute (18  
11 U.S.C. § 1343).

12 b. On May 14, 2021, Downtown LA Law Group through its agent  
13 effected service of Claimant C's fraudulent complaint and related papers on  
14 Uber in the underlying lawsuit. Each such use of U.S. mail or private or  
15 commercial carrier was in furtherance of the scheme and in violation of the  
16 federal mail fraud statute (18 U.S.C. § 1341).

17 c. On March 17, 2021, Downtown LA Law Group e-mailed a  
18 demand letter to counsel for Uber in furtherance of its scheme. Such records  
19 were transmitted in violation of the federal wire fraud statute (18 U.S.C. §  
20 1343).

21 **151. Personal Injury Claimant D**

22 a. On November 9, 2020, Khounganian faxed or caused to be faxed  
23 to Downtown LA Law Group records of his July 16, 2020, treatment notes of  
24 Claimant D. In those treatment notes, Khounganian falsely represented in  
25 connection with Claimant D's visit: "Within a reasonable degree of medical  
26 probability, the diagnosis above were caused by and/or exacerbated by the  
27 injury during the date of loss." Upon information and belief, Khounganian  
28



1 knew or was recklessly indifferent to the fact that these statements were false  
2 when made given that this claimant had suffered no injury in the accident.  
3 Additionally, on July 16, 2020, Khounganian transmitted or caused to be  
4 transmitted treatment records containing such false statement through the  
5 interstate wires to a cloud-based platform of a company located in a different  
6 state. As such, such records were transmitted in violation of the federal wire  
7 fraud statute (18 U.S.C. § 1343).

8 b. On December 28, 2020, Downtown LA Law Group mailed, via  
9 U.S. mail, an arbitration demand letter to Uber's insurance provider in  
10 furtherance of its scheme. As such, such records were transmitted via U.S. mail  
11 or private or commercial carrier in violation of the federal mail fraud statute  
12 (18 U.S.C. § 1341).

13 c. On March 12, 2021, Downtown LA Law Group e-mailed a  
14 demand letter to counsel for Uber in furtherance of its scheme. As such, such  
15 records were transmitted in violation of the federal wire fraud statute (18  
16 U.S.C. § 1343).

17 152. The predicate acts all relate to each other as part of a common plan. The  
18 Defendants' roles in the scheme all depended on each other—Fradkin, Downtown  
19 LA Law Group, Emrani, and Law Offices of Jacob Emrani directed clients to  
20 Khounganian and GSK Spine, directed, requested, or authorized Khounganian to  
21 perform certain treatments, and directed Khounganian to produce fraudulent records.  
22 Khounganian and GSK Spine treated the patients at the lawyers' direction and  
23 produced fraudulent documents concerning unnecessary or non-existent surgeries.  
24 The lawyers then used these fraudulent records to pursue phony claims against Uber.  
25 Each Defendant was aware of its respective role within the larger scheme.

26 153. The predicate acts further relate to the enterprise of GSK Spine. A  
27 specific threat of repetition exists with respect to each predicate act of the production  
28

1 and transmittal of fraudulent medical records. Emrani and Fradkin used these  
 2 fraudulent medical records to advance phony litigation against Uber and fraudulently  
 3 attempt to induce larger settlements. Such predicate acts are a regular way of  
 4 conducting the ongoing enterprise at issue herein. Hence, the pattern of activity is  
 5 part of an open-ended and ongoing scheme.

6 154. The following illustrates the pattern of fraudulent billing activity with  
 7 respect to cases against Uber:

8 9	Claimant	Khounganian inflated bills	Radiance Surgery Center inflated bills	Law firm
10				
11	Claimant A	\$230,000 for surgeries and appointments.	\$17,200 (Radiance Anesthesia), \$270,795 (Radiance Surgery Center)	Law Offices of Jacob Emrani
12				
13	Claimant B	\$105,100 for surgery and appointments.	\$4,800 (Radiance Anesthesia), \$95,500 (Radiance Surgery Center)	Law Offices of Jacob Emrani
14				
15	Claimant C	\$108,463 for surgery and appointments.	N/A	Downtown LA Law Group
16				
17	Claimant D	\$1,500 for appointment.	N/A	Downtown LA Law Group
18				
19	Claimant E	\$102,900 for surgery and appointments.	\$8400 (Radiance Anesthesia), \$95,500 (Radiance Surgery Center)	Downtown LA Law Group
20				
21	Claimant F	\$2,900 for appointments.	N/A	Downtown LA Law Group
22				
23	Claimant G	\$105,000 for surgery and appointments.	N/A	Downtown LA Law Group
24				
25				
26				
27				
28				

Claimant	Khounganian inflated bills	Radiance Surgery Center inflated bills	Law firm
Claimant H	\$124,300 for surgery and appointments.	N/A	Downtown LA Law Group
Claimant I	\$1,500 for appointment.	N/A	Downtown LA Law Group

155. The acts also occurred over a substantial period of time and hence constitute a pattern of activity even if the scheme were not ongoing.

### **FIRST CAUSE OF ACTION**

#### **(RICO Violation (18 U.S.C. § 1962(c)—GSK Spine Enterprise) (Against Defendants Greg Khounganian, Jacob Emrani, Law Offices of Jacob Emrani, Igor Fradkin, and Downtown LA Law Group)**

156. Uber incorporates by reference each and every allegation in the paragraphs above.

157. GSK Spine is an ongoing “enterprise,” as that term is defined in 18 U.S.C. § 1961(4), that engages in activities which affect interstate commerce.

158. Greg Khounganian, Jacob Emrani, Law Offices of Jacob Emrani, Igor Fradkin, and Downtown LA Law Group knowingly conducted and/or participated, directly or indirectly, in the conduct of GSK Spine’s affairs through a pattern of racketeering activities, as defined in 18 U.S.C. § 1961(1)(A).

159. Defendants’ racketeering activities, as described in detail in this Complaint, included:

160. Violations of the federal wire fraud statute, 18 U.S.C. § 1343, based upon voluntarily and intentionally devising and/or participating with knowledge of

1 its fraudulent nature in a scheme to defraud Uber and others out of money or property  
2 by means of materially false representations; and

3 161. Violations of the federal mail fraud statute, 18 U.S.C. § 1341, based  
4 upon voluntarily and intentionally devising and/or participating with knowledge of  
5 its fraudulent nature in a scheme to defraud Uber and others out of money or property  
6 by means of materially false representations and use of the mail for the purpose of  
7 executing these fraudulent representations.

8 162. Defendants knowingly and willfully associated with the enterprise and  
9 conducted and participated in the conduct of the enterprise's affairs through a pattern  
10 of racketeering activity.

11 163. Uber has been injured in its business and property by reason of the  
12 above-described conduct.

13 164. By reason of its injury, Uber is entitled to equitable relief under 18  
14 U.S.C. § 1964(a). It is also entitled to treble damages, costs, and reasonable attorneys'  
15 fees pursuant to 18 U.S.C. § 1964(c).

## 16 **SECOND CAUSE OF ACTION**

### 17 **(RICO Violation (18 U.S.C. § 1962(c)—Downtown LA Law Group Enterprise)** 18 **(Against Defendant Igor Fradkin)**

19 165. Uber incorporates by reference each and every allegation in the  
20 paragraphs above.

21 166. Downtown LA Law Group is an ongoing "enterprise," as that term is  
22 defined in 18 U.S.C. § 1961(4), that engages in activities which affect interstate  
23 commerce.

24 167. Igor Fradkin knowingly conducted and/or participated, directly or  
25 indirectly, in the conduct of Downtown LA Law Group's affairs through a pattern of  
26 racketeering activities, as defined in 18 U.S.C. § 1961(1)(A).

168. Defendant's racketeering activities, as described in detail in this Complaint, included:

169. Violations of the federal wire fraud statute, 18 U.S.C. § 1343, based upon voluntarily and intentionally devising and/or participating with knowledge of its fraudulent nature in a scheme to defraud Uber and others out of money or property by means of materially false representations; and

170. Violations of the federal mail fraud statute, 18 U.S.C. § 1341, based upon voluntarily and intentionally devising and/or participating with knowledge of its fraudulent nature in a scheme to defraud Uber and others out of money or property by means of materially false representations and use of the mail for the purpose of executing these fraudulent representations.

171. Defendant knowingly and willfully associated with the enterprise and conducted and participated in the conduct of the enterprise's affairs through a pattern of racketeering activity.

172. Uber has been injured in its business and property by reason of the above-described conduct.

173. By reason of its injury, Uber is entitled to equitable relief under 18 U.S.C. § 1964(a). It is also entitled to treble damages, costs, and reasonable attorneys' fees pursuant to 18 U.S.C. § 1964(c).

### **THIRD CAUSE OF ACTION**

**(RICO Violation (18 U.S.C. § 1962(c)—Law Offices of**

**Jacob Emrani Enterprise)**

**(Against Defendant Jacob Emrani)**

174. Uber incorporates by reference each and every allegation in the paragraphs above.

1           175. Law Offices of Jacob Emrani is an ongoing “enterprise,” as that term is  
2 defined in 18 U.S.C. § 1961(4), that engages in activities which affect interstate  
3 commerce.

4           176. Jacob Emrani knowingly conducted and/or participated, directly or  
5 indirectly, in the conduct of Law Offices of Jacob Emrani’s affairs through a pattern  
6 of racketeering activities, as defined in 18 U.S.C. § 1961(1)(A).

7           177. Defendant’s racketeering activities, as described in detail in this  
8 Complaint, included:

9           178. Violations of the federal wire fraud statute, 18 U.S.C. § 1343, based  
10 upon voluntarily and intentionally devising and/or participating with knowledge of  
11 its fraudulent nature in a scheme to defraud Uber and others out of money or property  
12 by means of materially false representations; and

13           179. Violations of the federal mail fraud statute, 18 U.S.C. § 1341, based  
14 upon voluntarily and intentionally devising and/or participating with knowledge of  
15 its fraudulent nature in a scheme to defraud Uber and others out of money or property  
16 by means of materially false representations and use of the mail for the purpose of  
17 executing these fraudulent representations.

18           180. Defendant knowingly and willfully associated with the enterprise and  
19 conducted and participated in the conduct of the enterprise’s affairs through a pattern  
20 of racketeering activity.

21           181. Uber has been injured in its business and property by reason of the  
22 above-described conduct. By reason of its injury, Uber is entitled to equitable relief  
23 under 18 U.S.C. § 1964(a). It is also entitled to treble damages, costs, and reasonable  
24 attorneys’ fees pursuant to 18 U.S.C. § 1964(c).

**FOURTH CAUSE OF ACTION**

**(RICO Violation (18 U.S.C. § 1962(c))—Association-in-Fact Enterprise)  
(Against Defendants Jacob Emrani, Law Offices of Jacob Emrani, Igor  
Fradkin, Downtown LA Law Group, Greg Khounganian, and GSK Spine)**

182. Uber incorporates herein by reference each and every allegation in the paragraphs above.

183. At all relevant times, Defendants constituted an “enterprise” as that term is defined in 18 U.S.C. § 1961(4). Defendants constituted a group of individuals and legal entities associated in fact, which was engaged in, and the activities of which affected, interstate commerce. Each of the Defendants participated in the management or operation of the enterprise.

184. The enterprise’s racketeering activities, as described in detail in this Complaint, included:

185. Violations of the federal wire fraud statute, 18 U.S.C. § 1343, based upon voluntarily and intentionally devising and/or participating with knowledge of its fraudulent nature in a scheme to defraud Uber and others out of money or property by means of materially false representations; and

186. Violations of the federal mail fraud statute, 18 U.S.C. § 1341, based upon voluntarily and intentionally devising and/or participating with knowledge of its fraudulent nature in a scheme to defraud Uber and others out of money or property by means of materially false representations and use of the mail for the purpose of executing these fraudulent representations.

187. Each of the Defendants knowingly and willfully associated with the association-in-fact and conducted and participated in the conduct of the enterprise’s affairs through a pattern of racketeering activity.

188. Uber has been injured in its business and property by reason of the above-described conduct. By reason of its injury, Uber is entitled to equitable relief



1 under 18 U.S.C. § 1964(a). It is also entitled to treble damages, costs, and reasonable  
 2 attorneys' fees pursuant to 18 U.S.C. § 1964(c).

3 **FIFTH CAUSE OF ACTION**

4 **(RICO Conspiracy (18 U.S.C. § 1962(d))**

5 **(Against Defendants Jacob Emrani, Law Offices of Jacob Emrani, Igor**  
 6 **Fradkin, Downtown LA Law Group, Greg Khounganian, and GSK Spine)**

7 189. Uber incorporates herein by reference each and every allegation in the  
 8 paragraphs above.

9 190. For at least the time period referenced herein, Defendants did  
 10 unlawfully, knowingly, and intentionally combine, conspire, and agree together with  
 11 each other, and with others whose names are known or unknown, to conduct and  
 12 participate, directly and/or indirectly, in the conduct of the affairs of each enterprise  
 13 identified above through a pattern of racketeering activity set forth herein in violation  
 14 of 18 U.S.C. § 1962(d).

15 191. This pattern of racketeering activity in which Defendants intentionally  
 16 conspired to engage involved the specific acts as described in detail in this Complaint  
 17 constituting wire fraud in violation of 18 U.S.C. § 1343 and mail fraud in violation  
 18 of 18 U.S.C. § 1341.

19 192. All of these predicate acts constituted "racketeering activity" as defined  
 20 in 18 U.S.C. § 1961(1)(A).

21 193. The overall objective of the conspiracy was to defraud Uber and others  
 22 by generating and submitting artificially inflated medical bills and creating a basis  
 23 for false and artificially inflated damages claims.

24 194. Each Defendant agreed to conduct and/or participate, directly or  
 25 indirectly, in the conduct of the affairs of each enterprise identified above through a  
 26 pattern of racketeering activity.



203. Uber demands judgment against all Defendants, jointly and severally, and for restitution of all such benefits received.

**SEVENTH CAUSE OF ACTION**

**(Violation of Business & Professions Code section 17200, *et seq.*)**

**(Against All Defendants)**

204. Uber incorporates herein by reference each and every allegation in the paragraphs above.

205. By the acts alleged herein, Defendants Downtown LA Law Group, Igor Fradkin, Law Offices of Jacob Emrani, Jacob Emrani, Greg Khounganian, GSK Spine, and Radiance Surgery Center have violated, and continue to violate, California Business and Professions Code Section 17200, *et seq.*, through their unlawful, unfair, fraudulent, and deceptive business acts and practices.

206. Defendants' actions are unlawful as they violate, among other things, the federal wire fraud statute, 18 U.S.C. § 1343, and the federal mail fraud statute, 18 U.S.C. § 1341, and Cal. Bus. & Prof. Code § 650, which prohibits illegal kickbacks.

207. Defendants' actions are also unfair, insofar as they are immoral, unethical, and/or oppressive.

208. California Business and Professions Code Section 17204 provides that "[a]ctions for relief pursuant to this chapter shall be prosecuted exclusively in a court of competent jurisdiction or by a person who has suffered injury in fact and has lost money or property as a result of the unfair competition." Cal. Bus. & Prof. Code § 17204.

209. Defendants' above-described actions were unlawful, unfair, and/or fraudulent, and Plaintiff Uber is thus entitled to relief in the way of restitution of monies and property that Defendants have acquired through their unfair competition and to injunctive relief.

**PRAYER FOR RELIEF**

WHEREFORE, Uber prays for judgment against Defendants as follows:

1. For restitution;
2. For general damages according to proof at trial, trebled according to statute;
3. For prejudgment interest;
4. For reasonable attorneys' fees and costs;
5. For punitive damages;
6. For equitable relief as appropriate pursuant to applicable law, including but not limited to issuance of a temporary restraining order, a preliminary and permanent injunction, disgorgement, imposition of a constructive trust, and appointment of a monitor and/or receiver;
7. For an order under 18 U.S.C. § 1964(a) preventing and restraining violations of 18 U.S.C. § 1962 by directing Defendants to divest themselves of any interest, direct or indirect, in the above enterprises; imposing restrictions on the future activities of such Defendants, including, but not limited to, prohibiting Defendants from engaging in the same type of endeavor as the above enterprises engaged in; and dissolving or reorganizing the above enterprises; and
8. For such other relief as the Court may deem appropriate.

**JURY DEMAND**

Uber demands a trial by jury on all issues so triable.

1 Dated: July 21, 2025

**PERKINS COIE LLP**

2 By: /s/ Oliver M. Gold

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