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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
28

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
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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.

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
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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
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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
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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
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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
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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
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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.

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

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).

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

3 169. Violations of the federal wire fraud statute, 18 U.S.C. § 1343, 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

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

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

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

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

20 **THIRD CAUSE OF ACTION**

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

22 **Jacob Emrani Enterprise)**

23 **(Against Defendant Jacob Emrani)**

24 174. Uber incorporates by reference each and every allegation in the
25 paragraphs above.
26
27
28

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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