

UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF FLORIDA  
ORLANDO DIVISION

FILED  
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U.S. DISTRICT COURT  
MIDDLE DISTRICT OF FL  
ORLANDO, FLORIDA

MILLENNIUM LABORATORIES,  
INC.,

Plaintiff,

vs.

Case No. 6:11-CV-1299-ORL-35GJK

AMERICAN CLINICAL  
SOLUTIONS, LLC; PHYSICIAN  
ADMINISTRATIVE SOLUTIONS,  
LLC; BRIAN ARTZE; BRANDI  
MALAVET; AND JOSEPH  
KING,

Defendants.

COMPLAINT AND DEMAND FOR JURY TRIAL

Plaintiff MILLENNIUM LABORATORIES, INC. hereby sues Defendants AMERICAN CLINICAL SOLUTIONS, LLC, PHYSICIAN ADMINISTRATIVE SOLUTIONS, LLC, BRIAN ARTZE, BRANDI MALAVET, and JOSEPH KING, and for its causes of action states:

I. Nature of Action, Jurisdiction and Venue

1. This is an action to preliminarily and permanently enjoin, and to recover substantial monetary damages caused by, Defendants' unlawful offering of illegal kickbacks to physicians and wrongful interference with MLI's contracts and business relationships.
2. Subject matter jurisdiction exists pursuant to 28 U.S.C. § 1332(a)(2) as the amount in controversy exceeds \$75,000.00 (exclusive of interest and costs),

and is brought by a California corporation against Florida corporations and residents.

3. Subject matter jurisdiction also exists pursuant to 28 U.S.C. § 1331 given MLI's claim for copyright infringement arising under 17 U.S.C. § 501 *et seq.*
4. Venue properly lies in this judicial district because a substantial part of the events giving rise to MLI's causes of action occurred in this judicial district.

## **II. Parties**

5. Plaintiff MILLENNIUM LABORATORIES, INC. (hereinafter "MLI"), is a California corporation that maintains its principal place of business in California, and is licensed to do business in Florida under the trade name of "ML Laboratories."
6. Plaintiff MLI is licensed by Florida's Agency for Health Care Administration ("AHCA") to provide clinical laboratory services within the state of Florida.
7. Defendant American Clinical Solutions, LLC (hereinafter "ACS"), is a Florida limited liability corporation that maintains its principal place of business in Florida.
8. Defendant ACS is licensed by Florida's AHCA to provide clinical laboratory services within the state of Florida.
9. Defendant BRIAN ARTZE is a Florida resident employed as a Vice President by and for ACS, and at all material times he was acting within the course and scope of his employment with ACS.

10. Defendant JOSEPH KING is a Florida resident employed as a management-level sales representative by and for ACS, and at all material times he was acting within the course and scope of his employment with ACS.
11. Defendant PHYSICIAN ADMINISTRATIVE SOLUTIONS, LLC (hereinafter "PAS"), is a Florida limited liability corporation that maintains its principal place of business in Florida.
12. Defendant BRANDI MALAVET is a Florida resident employed as a management-level sales representative by and for PAS, and at all material times she was acting within the course and scope of her employment with PAS.
13. Based on information, at all material times Defendant MALAVET was also acting as Defendant ACS' employee, agent, consultant, representative and/or authorized representative.

### **III. Common Allegations**

#### **A. MLI's Business**

14. MLI is a full-service clinical testing and urine drug screening laboratory operation, and most of the urine specimens referred to MLI by physicians are for patients treating for chronic pain.
15. MLI provides its physician customers with exceptional service, fast turnaround times, accurate and precise testing results, ethically-based decisions, and continuous education and research to benefit the patients' care.

16. A primary factor in MLI's business model and success is effective interfacing between its physician customers and Millennium's sales and service representatives and laboratory personnel.

#### **B. Florida and Federal Antikickback Laws**

17. Florida's Antikickback Statute makes it "unlawful for any health care provider or any provider of health care services to offer, pay, solicit or receive a kickback, directly or indirectly, overtly or covertly, in cash or in kind, for referring or soliciting patients." Section 456.054, *Fla. Stat.* (2011) (emphasis added).
18. Florida's Patient Brokering Act makes it a crime for any health care provider or health care facility to "[o]ffer or pay any commission, bonus, rebate, kickback, or bribe, directly or indirectly, in case or in kind, or engage in any split-fee arrangement, in any form whatsoever, to induce the referral of patients or patronage to or from a health care provider or health care facility." Section 817.505, *Fla. Stat.* (2011) (emphasis added).
19. The Federal Anti-Kickback Statute, 42 U.S.C. § 1320a-7b(b), also prohibits persons from offering, paying, soliciting or receiving any remuneration in return for referrals of federal health care program patient.
20. Florida AHCA's clinical laboratory licensure rules have defined an unlawful laboratory kickback to include "[p]rovision of personnel or assistance of any kind to perform any duties for the collection or processing of specimens." Fla. Admin. Code r. 59A-7.020(14)(g). because AHCA considers such

provision to be a kickback from the lab to the physician. See Rule 59A-7.020(14)(g), Fla. Admin. Code.

21. In addition, Florida AHCA expressly declared in response to a 2008 Petition for Declaratory Statement that a Florida-licensed laboratory is not permitted to provide free personnel on-site at physicians' offices to collect and ship human specimens to the laboratory's facility because such conduct constitutes a kickback to the physicians in violation of AHCA Rule 59A-7.020(14)(g). See *In re: Petition for Declaratory Statement of Dominion Diagnostics, LLC*, AHCA Final Order (July 8, 2008).
22. The Medicare program's Inspector General has declared that "[k]ickbacks are harmful because they can (1) distort medical decision-making, (2) cause overutilization, (3) increase costs to the federal health care programs, and (4) result in unfair competition by freezing out competitors unwilling to pay kickbacks." 68 Fed. Reg. 23148 (2003).
23. Further, a 1989 report by Medicare program's Inspector General found that before the federal Stark Law was enacted to prohibit physicians from making prohibited referrals, Medicare patients referred to clinical laboratories in which their physicians had a financial interest received 45 percent more clinical laboratory services than other Medicare patients. See U.S. Dept. of Health & Human Servs., Office of the Inspector General, OA1-12-88-01410, *Financial Arrangements Between Physicians and Health Care Businesses: Report to Congress* iii (1989).

**C. Defendants' Illegal Business Practices**

24. Defendant ACS is engaged in the business of performing clinical testing and drug screening tests and directly competes with MLI in Orange, Lake, Hillsborough and Pinellas Counties, among others.
25. Defendant ACS' employees and agents - including without limitation Defendants KING and MALAVET - regularly compete with MLI for the same customers and make sales visit to the same physicians' offices.
26. Defendant PAS is engaged in the business of performing audits of physicians billing practices and providing consulting services to physicians on ways to increase revenues through certain billing practices further described below.
27. Defendant PAS' employees and agents - including without limitation Defendant MALAVET - regularly work together with Defendant ACS in its efforts to compete with MLI for the same physician customers.
28. Defendants have devised and undertaken an unlawful *quid pro quo* "kickback" scheme under which they compete against MLI by offering physician-customers illegal financial inducements in exchange for urine specimen referrals, such as by offering to place and placing free specimen "collectors" in physician-customer offices to perform urine collection services as well as general administrative and clerical support free of charge.
29. Since Defendants' testing services ultimately are paid by Medicare, Medicaid, and other government and private providers, all such kickbacks

provided by Defendants to physicians ultimately are funded from taxpayer dollars or from private insurance companies.

30. Defendants' scheme operates in tandem with their broader goal of inducing doctors to conduct only the most expensive urine drug testing, and to do so more frequently than medically necessary, for Defendants' financial benefit.
31. Defendants' actions constitute the unlawful offering and provision of kickbacks to physicians.
32. Defendants' illegal actions constitute unfair competition and have caused damage to MLI. Defendants actions are part of a uniform scheme designed to unlawfully thwart open and fair competition in Florida which has caused harm and damages to MLI and others.
33. Defendants try to induce physicians to use their services by offering illegal financial incentives as opposed to offering a better lab to treat their patients; thus, not only are Defendants' actions illegal, but they also can jeopardize patient safety and quality of care.
34. Defendants are aware of, and call on, clients of MLI and offer staffing arrangements as a way to induce physicians to use their lab and consulting services instead of MLI's lab services.
35. Defendants have been offering free consulting services, specimen "collectors," receptionists, clerical and other administrative services to physicians in Florida with whom MLI has existing business relationships and to MLI's detriment.

36. Defendants are knowingly using illegal scam staffing arrangements as a marketing tool to unfairly compete and to solicit MLI's customers and gain their business. Defendants offer such financial incentives knowing that its services are reimbursed by Medicare, Medicaid and other government and private payers.

37. Defendants also coerce physicians to order tests that may not be medically necessary in order to generate unwarranted revenue from public and private payers for Defendants.

38. For example, Defendant ACS' marketing materials attached hereto as Exhibit "A" expressly represent that:

- A. "[W]e bring each ACS client better outcomes and more earnings."
- B. Your practice is "missing out earning revenues generated from internal testing procedures."
- C. "Increase revenues to sustain quarterly growth."
- D. "ACS will grow your earnings well beyond other labs marketing payoffs and space rentals."
- E. "ACS will deliver on its promise of quality service, substantial support and increased revenues[".]"
- F. "ACS has assigned a person to your account that is dedicated to your growth and throughout your success."
- G. "Watch as your new practice dominates the market with innovative ideas from your lab partner."

39. Defendants' representatives, consultants and sales persons are provided with an assortment of inducements to offer, and which they do offer, to



physicians to increase their testing, such as free specimen collectors and other administrative support.

**D. General Allegations**

- 40. All Exhibits attached hereto are authentic copies (with emphases added) and are incorporated herein by reference.
- 41. All transactions, occurrences, actions and inactions referenced herein occurred on or around the specified date.
- 42. Any and all conditions precedent to MLI's claims alleged herein have been satisfied, waived or excused.
- 43. MLI has retained the law firm of GrayRobinson, P.A. to represent ISO in this action and is obligated to pay GrayRobinson, P.A. for its services.

**COUNT ONE – DECLARATORY JUDGMENT (ALL DEFENDANTS)**

- 44. MLI realleges paragraphs 1 through 43, *supra*.
- 45. This is a claim against all Defendants for declaratory relief pursuant to 28 U.S.C. § 2201.
- 46. MLI contends that Defendants' business practices constitute violations of Florida's Antikickback Statute (Sec. 456.054, *Fla. Stat.* (2011)); Florida's Patient Brokering Act (Sec. 817.505, *Fla. Stat.* (2011)); the Federal Anti-Kickback Statute (42 U.S.C. § 1320a-7b(b)); and Florida AHCA's rules and regulations (Rule 59A-7.020(14)(g), *Fla. Admin. Code.*).
- 47. Defendants deny and dispute that their business practices constitute violations of Florida's Antikickback Statute (Sec. 456.054, *Fla. Stat.* (2011));

Florida's Patient Brokering Act (Sec. 817.505, *Fla. Stat.* (2011)); the Federal Anti-Kickback Statute (42 U.S.C. § 1320a-7b(b)); or Florida AHCA's rules and regulations (Rule 59A-7.020(14)(g), Fla. Admin. Code.).

48. There is a bona fide, actual, present practical need for a declaration regarding the legality Defendants' business practices.
49. The conflict between MLI and Defendants is real, immediate and on-going, and the parties are clearly adverse.
50. There is a substantial likelihood that MLI will continue to suffer injury in the future in the form of irreparable harm and substantial damages as a result of Defendants' business practices.
51. MLI's requested declaration deals with an ascertainable set of facts.
52. Under these facts and circumstances, MLI is entitled to a final judgment awarding MLI the following declarations and supplemental relief:

A. Defendants' business practices and inducements to and arrangements with physician customers violate Florida's Antikickback Statute (Sec. 456.054, *Fla. Stat.* (2011)); Florida's Patient Brokering Act (Sec. 817.505, *Fla. Stat.* (2011)); the Federal Anti-Kickback Statute (42 U.S.C. § 1320a-7b(b)); and Florida AHCA's rules and regulations (Rule 59A-7.020(14)(g), Fla. Admin. Code.);

B. Defendants' are prohibited from continuing to perpetrate and conduct their unlawful business practices and improper inducements to and business arrangements with physicians; and

C. Defendants' actions have caused MLI substantial injury, including irreparable harm to its reputation, good will, and relationships with customers, as well as lost business.

**COUNT TWO – DECEPTIVE AND UNFAIR TRADE PRACTICES**

53. MLI realleges paragraphs 1 through 43, *supra*.

54. This is a claim against all Defendants pursuant to Florida's Deceptive and Unfair Trade Practice Act, Section 501.204, *Fla. Stat.* (2011) (hereafter "FDUTPA").

55. Defendants have engaged in numerous deceptive acts and unfair practices by knowingly offering free specimen "collectors" who also perform routine clerical and administrative functions, which Defendants knew or should have known constitute illegal kickback schemes.

56. Defendants' illegal kickback schemes have already influenced, and will continue to influence, referral decisions to the extent that physicians choose Defendants' services instead of those offered by MLI.

57. Defendants' actions are deceptive and unfair to physicians as well as to MLI and other competitors in the marketplace.

58. Defendants' illegal business practices constitute unfair competition in violation of FDUTPA.

59. Defendants' acts in violation of FDUTPA have been, and continue to be, willful and deliberate.
60. Defendants' acts in violation of FDUTPA will continue unless enjoined by this Court.
61. Defendants' actions have caused MLI substantial injury, including irreparable harm to its reputation, good will, and relationships with customers, as well as lost business.
62. Defendants' acts in violation of FDUTPA have caused injury to MLI and MLI is entitled to recover damages from Defendants adequate to compensate it for the damages suffered.
63. As a direct and proximate consequence of Defendants' violations of FDUTPA, MLI has suffered, and will continue to suffer, irreparable injury and substantial damages in an amount to be determined at trial, but upon information and belief, are currently in excess of \$500,000.00, excluding attorneys' fees, interest and court costs.

### **COUNT THREE - TORTIOUS INTERFERENCE**

64. MLI realleges paragraphs 1 through 43, *supra*.
65. This is a claim against all Defendants for tortuous interference with MLI's business relationships and contracts.
66. MLI has business relationships with many physicians, and is constantly working to establish a business relationship with new doctors and clinics as well.

67. Defendants are aware of MLI's on-going business relationships with physicians and clinics.
68. Defendants have intentionally and unjustifiably interfered with the relationships between MLI and its physicians by offering them financially attractive arrangements that are in actuality illegal kickbacks, as well as improper inducements in the form of free specimen collectors and free administrative and clerical staffing.
69. Defendants intentionally and without justification offered to provide and provided illegal kickbacks to entities that were known by Defendants to be existing customers of MLI the purposes of: (i) promoting Defendants' enterprise at the expense of MLI, (ii) damaging MLI's business relationships with those customers, and/or (iii) interfering with MLI's contractual relations with those customers.
70. Defendants' actions were improper, made without any privilege, and with the purpose of inducing physicians and clinics not to enter into or continue business or contractual relationships with MLI.
71. Defendants were aware that these physicians and MLI were likely to do business with each other in the future and that MLI anticipated receiving continued referrals from these physicians.
72. MLI has lost clients and has been damaged by Defendants' tortious interference with MLI's contracts and business relationships and is entitled to all remedies allowed by law.

73. Defendants' actions are intentional and malicious, and have caused damage and irreparable harm to Millennium.
74. Defendants' conduct constitutes tortious interference with contract and business relationships under Florida common law.
75. Defendants' acts of tortious interference have been, and continue to be, willful and deliberate.
76. Defendants' acts of tortious interference will continue unless enjoined by this Court.
77. Defendants' actions have caused MLI substantial injury, including irreparable harm to its reputation, good will, and relationships with customers, as well as lost business.
78. Defendants' acts of tortious interference have caused injury to MLI and MLI is entitled to recover damages from Defendants adequate to compensate it for the damages it suffered.
79. As a direct and proximate consequence of Defendants' acts of tortious interference, MLI has suffered, and will continue to suffer, irreparable injury and substantial damages in an amount to be determined at trial, but upon information and belief, are currently in excess of \$500,000.00, excluding attorneys' fees, interest and court costs.

#### **COUNT FOUR – UNFAIR COMPETITION**

80. MLI realleges paragraphs 1 through 43 and 65 through 79, *supra*.

81. This is a claim against all Defendants for unfair competition under Florida common law.
82. Defendants' illegal business practices have deceived, or are likely to deceive, current and prospective physician customers about the lawfulness of Defendants' business practices as well as the nature, quality and competitiveness of MLI's testing services and business practices.
83. Defendants' illegal business practices have been conducted for the purpose of influencing the purchasing decisions of current and prospective physician customers, and have had a material and intended effect on the purchasing decisions of current and prospective physician customers.
84. Defendants' illegal business practices have caused MLI substantial harm in the marketplace where it directly competes with Defendants.
85. Defendants' actions were willful, oppressive, malicious, and fraudulent.
86. Defendants' actions have caused MLI substantial injury, including irreparable harm to its reputation, good will, and relationships with customers, as well as lost business.
87. Defendants' acts of unfair competition have caused injury to MLI and MLI is entitled to recover damages from Defendants adequate to compensate it for the damages suffered.
88. As a direct and proximate consequence of Defendants' acts of tortious interference, MLI has suffered, and will continue to suffer, irreparable injury and substantial damages in an amount to be determined at trial, but upon

information and belief, are currently in excess of \$500,000.00, excluding attorneys' fees, interest and court costs.

**COUNT FIVE - MISLEADING ADVERTISING**

89. MLI realleges paragraphs 1 through 43, *supra*.
90. This is a claim against all Defendants for misleading advertising pursuant to Section 817.41, *Fla. Stat.* (2011).
91. Defendants have made misleading statements of material fact regarding the legality of their business practices in seeking business from physicians, which statements have deceived, and are likely to deceive, physicians when making decisions as to which laboratories their patients should be referred for laboratory services.
92. Defendants knew or should have known the falsity of their statements regarding the legality of their kickback schemes.
93. Defendants false and misleading statements were designed and intended to harm MLI and other competitors in the marketplace.
94. Defendants' misleading statements were intended to induce, have already induced, and will continue to induce, physicians to choose Defendants' services because of the improper inducements offered by Defendants, over those services offered by MLI.
95. Physicians justifiably relied upon Defendants' misleading statements when making decisions as to which laboratories their patients should be referred for laboratory services.



96. Defendants' misleading statements were willful, oppressive, malicious, and fraudulent.
97. Defendants' misleading statements have caused MLI substantial injury, including irreparable harm to its reputation, good will, and relationships with customers, as well as lost business.
98. Defendants' misleading statements have caused injury to MLI and MLI is entitled to recover damages from Defendants adequate to compensate it for the damages suffered.
99. As a direct and proximate consequence of Defendants' misleading statements, MLI has suffered, and will continue to suffer, irreparable injury and substantial damages in an amount to be determined at trial, but upon information and belief, are currently in excess of \$500,000.00, excluding attorneys' fees, interest and court costs.
100. Defendants ACS and PAS actively and knowingly participated in the wrongful conduct of their employees, agents and representatives – including without limitation Defendants KING and MALAVET.
101. Defendants ACS and PAS had actual knowledge of the wrongful conduct of their employees, agents and representatives – including without limitation Defendants KING and MALAVET.
102. Defendants ACS and PAS knowingly condoned, ratified, or consented to the wrongful conduct of their employees, agents and representatives – including without limitation Defendants KING and MALAVET.

103. Defendants ACS and PAS engaged in conduct that constituted gross negligence and that contributed to the damages suffered by MLI.

104. Pursuant to Sections 768.72, 768.73 and 817.41(6), *Fla. Stat.* (2011), MLI is entitled to recover punitive damages from Defendants, jointly and severally, in the amount to be determined by the jury.

**COUNT SIX – COPYRIGHT INFRINGEMENT**

105. MLI realleges paragraphs 1 through 43, *supra*.

106. This is an action for copyright infringement under the Copyright Act, 17 U.S.C. § 501 *et seq.*

107. MLI is the owner of a valid and enforceable copyrights for its Test Requisition Forms attached hereto as Composite Exhibit "B."

108. MLI's Test Requisition Forms contain copyrightable subject matter under 17 U.S.C. §§ 101 *et seq.*

109. MLI has complied with the registration requirements of 17 U.S.C. § 411(a) for its Test Requisition Forms, and has obtained Copyright Registrations for same.

110. Defendants have engaged in the unauthorized use of MLI's exclusive rights in the Test Requisition Forms by using MLI's Test Requisition Forms in the course and scope of Defendant ACS' business.

111. Defendants have, with knowledge of the infringing activity, induced, caused or materially contributed to the infringing conduct of physician customers by

directing them to use and submit MLI's Test Requisition Forms to Defendant ACS.

112. Defendants' deliberate copying and use of MLI's Test Requisition Forms infringes and continues to infringe MLI's copyrights in violation of 17 U.S.C. § 501(a).

113. Defendants are directly infringing on MLI's exclusive right to reproduce copies, make derivative works and distribute copies of its Test Requisition Forms under 17 U.S.C. §§ 106(1)–(3).

114. Defendants' infringement has been willful and deliberate.

115. Defendants did not have a reasonable belief that their use of MLI's copyrighted Test Requisition Forms was authorized by MLI.

116. Defendants' acts have injured MLI in an amount to be determined at trial.

117. MLI is being irreparably damaged by Defendants' infringement of MLI's Test Requisition Forms, and has no adequate remedy at law to address the ongoing harm Defendants are causing.

118. MLI is entitled to recover its attorneys fees and costs from Defendants pursuant to 17 U.S.C. § 505.

**COUNT SEVEN – PRELIMINARY AND PERMANENT INJUNCTIVE RELIEF**

119. MLI realleges paragraphs 1 through 118, *supra*.

120. This is a claim for preliminary and permanent injunctive relief against all Defendants plus each of their officers, agents, servants, representative, agents, consultants, employees and attorneys, and those persons acting in

concert or participation with them who receive actual notice of the Order by personal service or otherwise.

121. MLI has suffered irreparable harm as a result of Defendants' illegal business practices and will continue to suffer irreparable harm if preliminary and permanent injunctive relief is not granted.

122. MLI has no adequate remedy at law to redress the on-going harm being caused by Defendants' illegal business practices.

123. MLI has a substantial likelihood of success on the merits of its claims against Defendants.

124. The public interest will be served by the granting of preliminary and permanent injunctive relief enjoining Defendants' illegal business practices.

125. Under these facts and circumstances, MLI is entitled to preliminary and permanent injunctive relief against all Defendants (including each and all of their officers, agents, servants, representative, agents, consultants, employees and attorneys, and those persons acting in concert or participation with them who receive actual notice of the Order by personal service or otherwise), enjoining and restraining them from: i) engaging in further illegal business practices and inducements to and arrangements with physician customers; and ii) infringing MLI's exclusive rights in its copyrighted Test Requisition Forms.

**AD DAMNUM CLAUSE**

**WHEREFORE**, MLI respectfully requests the Court to render a Final Judgment in favor of MLI and against ACS, PAS, KING and MALAVET, jointly and severally, awarding MLI following relief:

- A. Declaring that Defendants' business practices and inducements to and arrangements with physician customers violate Florida's Antikickback Statute (Sec. 456.054, Fla. Stat. (2011)); Florida's Patient Brokering Act (Sec. 817.505, Fla. Stat. (2011); the Federal Anti-Kickback Statute (42 U.S.C. § 1320a-7b(b)); and Florida AHCA's rules and regulations (Rule 59A-7.020(14)(g), Fla. Admin. Code.);
- B. Declaring that Defendants' are prohibited from continuing to perpetrate and conduct their unlawful billing practices and improper inducements to and business arrangements with physicians;
- C. Declaring that Defendants' actions have caused MLI substantial injury, including irreparable harm to its reputation, good will, and relationships with customers, as well as lost business;
- D. Preliminarily and permanently enjoining all Defendants (including each and all of their officers, agents, servants, representative, agents, consultants, employees and attorneys, and those persons acting in concert or participation with them who receive actual notice of the Order by personal service or otherwise), from engaging in illegal business practices and inducements to and arrangements with physician customers, and from infringing MLI's exclusive rights in its copyrighted Test Requisition Forms;
- E. Ordering Defendants to provide an accounting of all payments received from physicians as a result of Defendant's illegal business practices;
- F. Ordering Defendants to provide corrective advertising to all current and prospective physicians disclosing the illegality of Defendants' business practices;
- G. Ordering Defendants to disgorge all of their ill gotten gains;
- H. Declaring that KING's unlawful use of ACS' corporate form warrants the piercing of ACS' corporate veil and thereby holding

KING and ACS' corporate officers and owners personally liable for all amounts adjudged against ACS in this action;

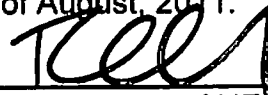
- I. Declaring that ARTZE's unlawful use of ACS' corporate form warrants the piercing of ACS' corporate veil and thereby holding ARTZE and ACS' corporate officers and owners personally liable for all amounts adjudged against ACS in this action;
- J. Declaring that MALAVET's unlawful use of ACS' corporate form warrants the piercing of ACS' corporate veil and thereby holding MALAVET and ACS' corporate officers and owners personally liable for all amounts adjudged against ACS in this action;
- K. Declaring that MALAVET's unlawful use of PAS' corporate form warrants the piercing of PAS' corporate veil and thereby holding MALAVET and PAS' corporate officers and owners personally liable for all amounts adjudged against PAS in this action;
- L. Ordering all Defendants pay MLI, jointly and severally, at least \$500,000.00 as compensatory damages under MLI's claim for violations of FDUTPA (Count Two);
- M. Ordering all Defendants pay MLI, jointly and severally, at least \$500,000.00 as compensatory damages under MLI's claim for tortious interference (Count Three);
- N. Ordering all Defendants pay MLI, jointly and severally, at least \$500,000.00 as compensatory damages under MLI's claim for unfair competition (Count Four);
- O. Ordering all Defendants pay MLI, jointly and severally, at least \$500,000.00 as compensatory damages under MLI's claim for misleading advertising (Count Five);
- P. Ordering all Defendants pay MLI, jointly and severally, punitive damages in the amount determined by the jury under MLI's claim for misleading advertising (Count Five);
- Q. Ordering Defendants to pay and reimburse MLI's attorneys' fees, jointly and severally, pursuant to MLI's claims for violations of FDUTPA (Count Two); misleading advertising (Count Five); and copyright infringement (Count Six).
- R. Ordering Defendants to pay and reimburse, jointly and severally, MLI's costs incurred in this action;

- S. Awarding MLI pre-judgment interest as permitted by law;
- T. Awarding MLI post-judgment interest as permitted by law; and
- U. Awarding MLI all other relief the Court finds just and proper.

**DEMAND FOR JURY TRIAL**

Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure, MLI  
Demands a trial by jury of all issues which are so triable.

Respectfully submitted this 5<sup>th</sup> day of August, 2011.



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