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Attorneys for Plaintiff Kory Razaghi

7  
8 **UNITED STATES DISTRICT COURT**  
9 **DISTRICT OF NEVADA**

10 KORY RAZAGHI,  
11  
12 Plaintiff,

Case Number:  
2:18-cv-01622-GMN-CWH

13 vs.

**STIPULATION AND ORDER FOR**  
**PLAINTIFF TO FILE SECOND**  
**AMENDED COMPLAINT**

14 AHMAD RAZAGHI; MANUEL MORGAN;  
MORGAN & RAZAGHI HEALTHCARE,  
15 LLC; RAZAGHI HEALTHCARE, LLC;  
RAZAGHI DEVELOPMENT COMPANY,  
16 LLC; and DOES I through X, ROE  
CORPORATIONS I through X, inclusive,  
17  
18 Defendants.

19 IT IS HEREBY STIPULATED by and between Plaintiff Kory Razaghi, through his  
20 attorney of record, Marquis Aurbach Coffing; and Defendants, Ahmad Razaghi, Razaghi  
21 Healthcare, LLC (NV), Razaghi Healthcare, LLC (AZ), and Razaghi Development  
22 Company, LLC, through their attorneys of record, Rothstein Donatelli (Pro Hac Vice) and  
23 Bailey Kennedy that Plaintiff may have leave to file his Second Amended Complaint, which  
24 is attached hereto as **Exhibit 1**.

25 IT IS FURTHER STIPULATED by the parties that Defendants shall have until  
26 January 31, 2019 to provide a responsive pleading to Plaintiff's Second Amended  
27 Complaint.

1 Dated this 21st day of December, 2018.

2 **MARQUIS AURBACH COFFING**

3

4 By: /s/ Jonathan B. Lee

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14 Attorneys for Kory Razaghi

Dated this 21st day of December, 2018.

**ROTHSTEIN DONATELLI LLP**

By: /s/ Richard W. Hughes  
Richard W. Hughes, Esq.  
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Santa Fe, New Mexico 87501  
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*Attorneys for Attorneys for Ahmad Razaghi,  
Razaghi Healthcare, LLC (NV), Razaghi  
Healthcare, LLC (AZ), and Razaghi  
Development Company, LLC  
(Pro Hac Vice)*

11 Dated this 21st day of December, 2018.

12 **BAILEY KENNEDY**

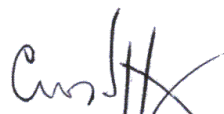
13

14 By: /s/ Paul C. Williams

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24 Attorneys for Ahmad Razaghi, Razaghi  
25 Healthcare, LLC (NV), Razaghi  
26 Healthcare, LLC (AZ), and Razaghi  
27 Development Company, LLC

**ORDER**

IT IS SO ORDERED  
DATED: December 26, 2018

  
\_\_\_\_\_  
United States Magistrate Judge

# **Exhibit 1**

## **Proposed Second Amended Complaint**

1 **Marquis Aurbach Coffing**  
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8 **UNITED STATES DISTRICT COURT**  
9 **DISTRICT OF NEVADA**

10 KORY RAZAGHI,

11 Plaintiff,

12 vs.

13 AHMAD RAZAGHI; MANUEL MORGAN;  
MORGAN & RAZAGHI HEALTHCARE,  
14 LLC; RAZAGHI HEALTHCARE, LLC;  
RAZAGHI DEVELOPMENT COMPANY,  
15 LLC; and DOES I through X, ROE  
CORPORATIONS I through X, inclusive,

16 Defendants.

Case Number:  
2:18-cv-01622-GMN-CWH

**SECOND AMENDED COMPLAINT**

JURY DEMAND

17  
18 Plaintiff, Kory Razaghi, ("Kory"), by and through his attorneys Marquis Aurbach  
19 Coffing, alleges as follows:

20 **PARTIES**

21 1. Defendants, Ahmad Razaghi ("Ahmad"); Manuel Morgan ("Manuel");  
22 Morgan & Razaghi Healthcare, LLC ("MR"); Razaghi Development Company, LLC  
23 ("RDC"); and Razaghi Healthcare, LLC – AZ ("Razaghi Healthcare AZ") entered into a  
24 Settlement Agreement after litigation in Clark County, Nevada.

25 . . .  
26 . . .  
27 . . .





1 b. Kory was to be paid one-sixth (16.67%) of all management fees. ¶  
2 1.7.

3 c. Kory was to be paid one-sixth (16.67%) of all hospital and other  
4 development fees. ¶ 1.7.

5 d. Kory was to be paid one-sixth (16.67%) of all Bonus Payments within  
6 10 days of receipt thereof. ¶ 1.9.

7 e. All development and management fees were to be administered by  
8 third-party administrator, Lonnie Burnham, CPA, of Burnham & Schumm, P.C., 1981  
9 Murray Holladay Rd., Ste. 245, Salt Lake City, UT 84117. ¶ 1.7.

10 f. Defendants were to account to Kory for all fees invoiced and received  
11 on a quarterly basis, and payments were to be made to Kory monthly. ¶ 1.4.

12 g. Defendants were to notify Kory if there was any assignment,  
13 extension or renewal of the Sage contract which gave rise to the management fees,  
14 development fees and bonus payments. ¶ 1.5.

15 18. Kory is informed and believes and therefore alleges that Defendants or one of  
16 them have received development fees, management fees and bonuses and failed to account  
17 to Kory, failed to notify Kory of any transfers, and failed to pay Kory his portion of said  
18 development fees, management fees and bonuses.

19 **FIRST CLAIM FOR RELIEF**

20 **Breach of Settlement Agreement – All Defendants**

21 19. Kory repeats and re-alleges the above paragraphs as though fully stated  
22 herein.

23 20. All conditions precedent to Defendants' obligation to pay development fees,  
24 management fees, and bonuses to Kory have been performed or have occurred.

25 21. If Defendants received such development fees, management fees, and  
26 bonuses, and have not paid Kory his portion thereof, Defendants have materially breached  
27 their obligations to Kory under the Settlement Agreement.





1 **THIRD CLAIM FOR RELIEF**

2 **Breach of the Attentus Operating Agreement – Ahmad Razaghi**

3 29. Kory repeats and re-alleges the above paragraphs as though fully stated  
4 herein.

5 30. Pursuant to the MMA Operating Agreement and the Attentus Operating  
6 Agreement, Kory was entitled to receive a portion of all development fees, management  
7 fees, and bonuses paid pursuant to the Sage Contract.

8 31. All conditions precedent to Defendants’ obligation to pay development fees,  
9 management fees, and bonuses to Kory have been performed or have occurred.

10 32. Ahmad (and/or the entities under his control) received a \$1.8 million bonus  
11 pursuant to the Sage Contract in August 2012, and did not pay Kory his portion thereof.

12 33. As such, Ahmad has materially breached his obligations to Kory under the  
13 Attentus Operating Agreement – as Kory was to a percentage of all management fees plus  
14 entitled any excess funds that were paid out pursuant to the Sage Contract.

15 34. The bonus payment of \$1.8 million qualifies as excess funds that were paid  
16 out by Sage Memorial pursuant to the Sage Contract.

17 35. Significantly, in a case that was filed in the United States District Court for  
18 the District of New Mexico, styled as Case No. 1:14-cv-00958-JB-GBW (hereinafter “the  
19 New Mexico Case”), it was disputed whether Sage Memorial paid this \$1.8 million bonus to  
20 Ahmad in his personal capacity or whether the bonus was paid to Razaghi Healthcare.

21 36. In a court order in the New Mexico Case, the federal district court made  
22 factual findings that this \$1.8 million bonus was paid to Razaghi Healthcare.

23 37. In the New Mexico Case, Ahmad also admitted that the \$1.8 million bonus  
24 was not paid to him in his personal capacity, but paid to Razaghi Healthcare.

25 38. At the time that the parties were negotiating the Settlement Agreement,  
26 Ahmad failed to disclose that he and/or his entities had received the bonus of \$1.8 million.

27

1 39. Ultimately, Kory has been damaged in a sum in excess of \$75,000 as a direct  
2 result of Defendants' failure to pay to remit Kory's portion of the \$1.8 million bonus.

3 40. In order to pursue his claims as a direct and proximate result of the  
4 Defendants' conduct outlined herein, Kory has incurred attorneys' fees as special damages  
5 in the sum of \$75,000 as of the date of this pleading and increasing up to and through trial  
6 and appeal, if any.

7 **FOURTH CLAIM FOR RELIEF**

8 **Breach of the Duty of Good Faith and Fair Dealing (Attentus Operating Agreement) –**  
9 **Ahmad Razaghi**

10 41. Kory repeats and re-alleges the above paragraphs as though fully stated  
11 herein.

12 42. Ahmad owed a duty of good faith and fair dealing to Kory arising out of his  
13 obligation to pay Kory his portion of any proceeds obtained pursuant to the Sage Contract.

14 43. Ahmad breached his duty of good faith and fair dealing by failing to pay  
15 Kory what he was owed under the operating agreements and by concealing the bonus  
16 payment that was received from Sage Memorial in August 2012.

17 44. Kory has been damaged in a sum in excess of \$75,000 as a direct result of  
18 Defendants' failure to pay pursuant to the Settlement Agreement.

19 45. In order to pursue his claims as a direct and proximate result of the  
20 Defendants' conduct outlined herein, Kory has incurred attorneys' fees as special damages  
21 in the sum of \$75,000 as of the date of this pleading and increasing up to and through trial  
22 and appeal, if any.

23 **FIFTH CLAIM FOR RELIEF**

24 **Breach of Fiduciary Duty – Ahmad Razaghi**

25 46. Kory repeats and re-alleges the above paragraphs as though fully stated  
26 herein.

27

1 47. Ahmad had a fiduciary relationship with Kory predicated on trust and  
2 confidence, stemming from the Attentus Operating Agreement.

3 48. Ahmad breached his fiduciary duty owed to Kory by willfully refusing to pay  
4 Kory his share of the \$1.8 million bonus that was received from Sage Memorial in August  
5 2012.

6 49. Ahmad further breached his fiduciary duty to Kory by concealing the \$1.8  
7 million bonus when the parties were negotiating the Settlement Agreement.

8 50. Ahmad's actions were characterized by fraud, oppression, or malice, express  
9 or implied, which justifies an award of punitive damages.

10 51. In order to pursue his claims as a direct and proximate result of the Ahmad's  
11 conduct outlined herein, Kory has incurred attorneys' fees as special damages in the sum of  
12 \$75,000 as of the date of this pleading and increasing up to and through trial and appeal, if  
13 any.

14 **SIXTH CLAIM FOR RELIEF**

15 **Accounting – All Defendants**

16 52. Kory repeats and re-alleges the above paragraphs as though fully stated  
17 herein.

18 53. Ahmad and his agents, some or all of whom are named herein, have  
19 maintained and retained all of the corporate and business books, records, and documents  
20 relating to the events described herein without providing access to Kory and without  
21 providing a full and complete general ledger, accounting, reconciliation and/or audit to  
22 Kory.

23 54. Furthermore, Defendants owed certain duties to Kory pursuant to the  
24 Settlement Agreement and Attentus Operating Agreement, including but not limited to, the  
25 highest obligation of good faith, fair dealing, loyalty, and due care.

26 55. One of the duties Defendants owed to Kory was to deposit all development  
27 and management fees paid by Sage Memorial for services rendered under the terms of the

1 Sage Contract into a bank account that was to be administered by third party administrator  
2 Lonnie Burnham.

3 56. Kory is entitled to a full and complete accounting regarding all payments  
4 made by Sage Memorial to Defendants pursuant to the Management and Development  
5 contracts they executed with by Sage Memorial.

6 57. In order to pursue his claims as a direct and proximate result of the  
7 Defendants' conduct outlined herein, Kory has incurred attorneys' fees as special damages  
8 in the sum of \$75,000 as of the date of this pleading and increasing up to and through trial  
9 and appeal, if any.

10 **SEVENTH CLAIM FOR RELIEF**

11 **Tortious Interference with Contractual Relations – Razaghi Healthcare AZ and**  
12 **Razaghi Healthcare NV**

13 58. Kory repeats and re-alleges the above paragraphs as though fully stated  
14 herein.

15 59. Kory, Ahmad, Manuel, Razaghi Healthcare AZ, MR, and RDC entered the  
16 Settlement Agreement, which is a valid and existing contract.

17 60. Razaghi Healthcare AZ and Razaghi Healthcare NV both had knowledge that  
18 Kory, Ahmad, Manuel, Razaghi Healthcare AZ,<sup>2</sup> MR, and RDC had entered the Settlement  
19 Agreement – as Ahmad was the sole managing member of Razaghi Healthcare AZ and  
20 Razaghi Healthcare NV at all times relevant.

21 61. Razaghi Healthcare NV and Razaghi Healthcare AZ engaged in intentional  
22 acts designed to disrupt the contractual relationship between the signatories of the  
23 Settlement Agreement.

24 62. The aforementioned acts actually cause a disruption with respect to Kory  
25 receiving payments due under the Settlement Agreement.

26  
27 <sup>2</sup> See footnote no. 1.

1 63. Kory has been damaged in a sum in excess of \$75,000 as a direct result of  
2 Razaghi Healthcare AZ and Razaghi Healthcare NV's conduct.

3 64. The conduct by Razaghi Healthcare AZ and Razaghi Healthcare NV, as  
4 described herein, was malicious and oppressive under NRS 42.005. Therefore, Kory is  
5 entitled to an award of punitive damages.

6 65. In order to pursue his claims as a direct and proximate result of the Razaghi  
7 Healthcare AZ and Razaghi Healthcare NV's conduct outlined herein, Kory has incurred  
8 attorneys' fees as special damages in the sum of \$75,000 as of the date of this pleading and  
9 increasing up to and through trial and appeal, if any.

10 **EIGHTH CLAIM FOR RELIEF**

11 **Civil Conspiracy – All Defendants**

12 66. Kory repeats and re-alleges the above paragraphs as though fully stated  
13 herein.

14 67. That the Defendants combined, conspired together, and agreed that they  
15 would harm and damage Kory by their tortious conduct against him.

16 68. Defendants intended to accomplish harm to Kory by their tortious conduct  
17 against him.

18 69. Defendants willfully and wrongfully robbed Kory of the benefit of his  
19 bargain in relationship to the Settlement Agreement that he entered with some of the  
20 Defendants in January 2013.

21 70. As a result of the Defendants' civil conspiracy, Kory has been damaged in an  
22 amount in excess of \$75,000.

23 71. Defendants' conduct, as described herein, was malicious and oppressive  
24 under NRS 42.005. Therefore, Kory is entitled to an award of punitive damages.

25 72. In order to pursue his claims as a direct and proximate result of the  
26 Defendants' conduct outlined herein, Kory has incurred attorneys' fees as special damages  
27

1 in the sum of \$75,000 as of the date of this pleading and increasing up to and through trial  
2 and appeal, if any.

3 **NINTH CLAIM FOR RELIEF**

4 **Alter Ego – Ahmad Razaghi**

5 73. Kory repeats and re-alleges the above paragraphs as though fully stated  
6 herein.

7 74. All business entity Defendants were influenced and governed by Ahmad, as  
8 their alter ego, to the extent that the fiction of a separate entity would promote injustice. The  
9 business entities all held a unity of interest and ownership and were directed at the will of  
10 Ahmad to such an extent that the corporate and/or other business forms used should be  
11 disregarded by the Court.

12 **TENTH CLAIM FOR RELIEF**

13 **Successor Liability – All Defendants**

14 75. Kory repeats and re-alleges the above paragraphs as though fully stated  
15 herein.

16 76. All business entity Defendants share the same uniformity of officers,  
17 directors, ownership and interests to such an extent that the Court should disregard the  
18 fiction of the separate business formation and consider all business Defendants as a single  
19 business enterprise.

20 . . .

21 . . .

22 . . .

23 . . .

24 . . .

25 . . .

26 . . .

27 . . .

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiff, Kory, prays for the following relief against Defendants:

1. For a judgment in a sum in excess of \$75,000 against Defendants;
2. For attorney's fees as special damages in the sum of \$75,000 as of the date of this pleading and increasing up to and through trial and appeal, if any;
3. For pre-judgment and post-judgment interest at the legal rate;
4. For an award of punitive damages; and
5. For any further relief as the Court deems to be just and proper.

Dated this \_\_\_ day of December, 2018.

MARQUIS AURBACH COFFING

By: \_\_\_\_\_

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