

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	Complaint Filed Asserting Fraudulent Transfer
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CONVEYING PARTY DATA	
Name	Execution Date
HealthTrio, Inc.	10/25/2007

RECEIVING PARTY DATA	
Name:	HealthTrio, LLC
Street Address:	9137 East Mineral Circle
Internal Address:	Suite 160
City:	Centennial
State/Country:	COLORADO
Postal Code:	80112

PROPERTY NUMBERS Total: 7	
Property Type	Number
Application Number:	10381158
Application Number:	11603399
Application Number:	11494933
Application Number:	11494940
Application Number:	11495092
Application Number:	11495093
Application Number:	11495135

CORRESPONDENCE DATA	
Fax Number:	(615)744-5771
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	615-726-5771
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Correspondent Name:	W. Edward Ramage
Address Line 1:	211 Commerce Street
Address Line 2:	Suite 1000

OP \$280.00 10381158

Address Line 4: Nashville, TENNESSEE 37201

ATTORNEY DOCKET NUMBER:

KORPMAN

NAME OF SUBMITTER:

W. Edward Ramage

Total Attachments: 14

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FILED

OCT 25 2007

KDM TURNER, Court Executive Officer
MARIN COUNTY SUPERIOR COURT
By: J. Dale, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF MARIN

FILED BY FAX

11 RALPH A. KORPMAN, M.D., an individual,
12 Plaintiff,

CASE NO.: CV 075082

13 v.

14 MALIK HASAN, M.D., an individual; SEEME
15 GULL HASAN, an individual; KATHLEEN
16 BEHRENS, an individual; RICHARD
17 MCCORMICK, an individual; HEALTHTRIO,
18 LLC, a Colorado limited liability company;
19 HEALTHTRIO, INC., a Delaware corporation,
as a nominal defendant, and DOES 1-50,
inclusive,

COMPLAINT FOR
1. BREACH OF FIDUCIARY DUTY;
2. SET ASIDE OF FRAUDULENT
TRANSFERS; AND
3. IMPOSITION OF CONSTRUCTIVE
TRUST

AND
DEMAND FOR JURY TRIAL

Defendants.

20 Plaintiff RALPH A. KORPMAN, M.D. ("Plaintiff") alleges:

21 **PRELIMINARY ALLEGATIONS**

22 1. Plaintiff has at all times relevant herein been a resident of the State of Tennessee. At
23 all times relevant herein, including as of the date of the filing of this Complaint, Plaintiff has also
24 been a shareholder of Defendant HEALTHTRIO, INC.

25 2. Defendant HEALTHTRIO, INC. ("HealthTrio, Inc.") is a corporation organized
26 under the laws of the State of Delaware and, upon information and belief, asserts that its principal
27 place of business is in the State of Colorado. At all times relevant herein, HealthTrio, Inc. has on a
28 regular basis conducted business within the County of Los Angeles and elsewhere within the State of

COMPLAINT

1 California.

2 3. Defendants MALIK HASAN, M.D. ("Dr. Hasan") and SEEME GULL HASAN
3 ("Mrs. Hasan") are individuals who, upon information and belief, have at all times relevant been
4 husband and wife and citizens and residents of the State of Colorado, although, upon information
5 and belief, they may purport to be residents of the State of Nevada. At all times relevant, Dr. Hasan
6 was the chairman, and Mrs. Hasan a member, of HealthTrio, Inc.'s board of directors. Dr. Hasan
7 also became HealthTrio, Inc.'s President and Chief Executive Officer on or about March 1, 2005. At
8 all times relevant herein, Dr. Hasan and Mrs. Hasan completely dominated and controlled
9 HealthTrio, Inc.'s board of directors, such that their interests were consistently preferred over the
10 interests of HealthTrio, Inc. and its other shareholders.

11 4. Defendant KATHLEEN BEHRENS ("Behrens") is an individual who, upon
12 information and belief, has at all times relevant been a resident and citizen of Marin County, State of
13 California, and a member of HealthTrio, Inc.'s board of directors.

14 5. Defendant RICHARD McCORMICK ("McCormick") is an individual who, upon
15 information and belief, has at all times relevant been a resident and citizen of the State of Colorado,
16 and a member of HealthTrio, Inc.'s board of directors. Upon information and belief, McCormick
17 owns real property in the State of California.

18 6. On information and belief, Plaintiff alleges that Defendant HEALTHTRIO, LLC
19 ("HealthTrio, LLC") is a limited liability company, formed by Dr. Hasan in or about April 2007
20 under the laws of the State of Colorado, with its principal place of business in the State of Colorado.
21 HealthTrio, LLC was formed for the purpose of succeeding to, and no later than October 2, 2007 it
22 purported to succeed to, substantially all of the assets and business of HealthTrio, Inc. Accordingly,
23 HealthTrio, LLC has customers, and on a regular basis conducts business within, the County of Los
24 Angeles and elsewhere within the State of California.

25 7. As more fully alleged, *infra*, HealthTrio, LLC is so dominated and controlled by Dr.
26 Hasan that there is no basis to recognize its existence separate and apart from him. HealthTrio, LLC
27 is a mere shell and instrumentality of Dr. Hasan, who is its alter ego, and who, upon information and
28 belief, has used the device of HealthTrio, LLC for the purpose of looting HealthTrio, Inc. of its

1 assets and property and improperly and unfairly taking over its business for his personal benefit.
2 Based upon these facts, justice and equity can only be accomplished and fraud and unfairness
3 defeated by disregarding HealthTrio, LLC as being separate and distinct from Dr. Hasan.

4 8. Plaintiff is ignorant of the true names, capacities and liabilities of defendants sued
5 herein as Does 1 through 50, inclusive, and therefore sues said defendants by such fictitious names.

6 9. Plaintiff is informed and believes and thereon alleges that each of said fictitiously
7 named defendants is liable in some form or manner to Plaintiff in connection with the events alleged
8 herein, and Plaintiff will amend this Complaint to allege their names, capacities and liabilities when
9 the same have been ascertained and determined.

10 10. Plaintiff is informed and believes and thereon alleges that, in engaging in the acts
11 hereinafter alleged, each of the defendants was the agent, servant and employee of each of the other
12 defendants, and performed each of the acts hereinafter alleged within the course and scope of said
13 agency and employment, and with the knowledge, consent, approval, authorization and ratification
14 of each of the defendants.

15 11. Plaintiff is, and at all times relevant was, a shareholder of Defendant HealthTrio, Inc.
16 He brings this action derivatively on behalf of HealthTrio, Inc., which is a nominal defendant herein.
17 Plaintiff has not requested the permission of HealthTrio, Inc.'s board of directors to initiate this legal
18 action in HealthTrio, Inc.'s name because, in light of the fact that each board member is a defendant
19 herein and breached his or her fiduciary duty to HealthTrio, Inc., such a request would have been
20 futile. Specifically, each of the HealthTrio, Inc. board members approved or participated in
21 transactions that benefited not HealthTrio, Inc., but Defendants Dr. Hasan and Mrs. Hasan. Dr.
22 Hasan and Mrs. Hasan therefore engaged in self-dealing, while Defendants Behrens and McCormick
23 wasted corporate assets. In light of the fact that such actionable conduct is the basis of the claims
24 asserted herein, making demand upon the board would have been a futile act.

25 12. Venue for this action is proper in the County of Marin, State of California, based
26 upon the residence of Defendant Behrens in said County. However, a related action is presently
27 pending in Los Angeles County Superior Court (Case No. BC 329628), before the Hon. David
28 Minning. Accordingly, the earliest possible time, Plaintiff intends to file a motion to transfer venue

1 to Los Angeles County pursuant to Code of Civil Procedure Section 397, on the grounds that said
2 transfer would promote the ends of justice.

3 **FIRST CAUSE OF ACTION**

4 (Breach of Fiduciary Duty Against Defendants Dr. Hasan, Mrs. Hasan, Behrens and McCormick)

5 13. Plaintiff hereby incorporates the allegations contained in Paragraphs 1 through 12,
6 inclusive, as if restated in full.

7 14. As members of HealthTrio, Inc.'s board of directors, Defendants Dr. Hasan, Mrs.
8 Hasan, Behrens and McCormick each owed a fiduciary duty to HealthTrio, Inc and its shareholders.
9 Each was required to act in the best interests of HealthTrio, Inc. and its shareholders, and owed the
10 highest obligations of fair dealing. Each was thus required to refrain from taking any action that
11 would benefit himself or herself at the expense of HealthTrio, Inc. and its shareholders. In addition,
12 as HealthTrio, Inc.'s majority shareholders, Dr. Hasan and Mrs. Hasan owed a duty to HealthTrio,
13 Inc.'s minority shareholders not to use their position to obtain benefits unavailable to the minority
14 shareholders.

15 15. Defendants, and each of them, breached their fiduciary duties to HealthTrio, Inc. and
16 its shareholders with regard to, among other things, the following conduct:

17 a. On or about December 27, 2005, the HealthTrio, Inc. board of directors, comprised of
18 Defendants Dr. Hasan, Mrs. Hasan, Behrens and McCormick, improperly and without justification
19 gratuitously agreed to treat monies previously contributed to HealthTrio, Inc. by Dr. Hasan as loans
20 to the company. Such action was not in the best interests of HealthTrio, Inc. or its shareholders, was
21 not made at arms' length, and was instead made solely and improperly to benefit Dr. and Mrs. Hasan
22 at the expense of HealthTrio, Inc. and its shareholders. Upon information and belief, Dr. Hasan had
23 previously contributed such funds to HealthTrio, Inc., yet intentionally refrained from committing
24 himself to the contributions being treated as either debt or equity. Dr. Hasan's purpose in so acting
25 was to wait for the Company's fortunes to be determined before so characterizing his contributions,
26 thereby inappropriately placing himself in a position substantially superior to that of HealthTrio,
27 Inc.'s other shareholders and creditors. Specifically, if a satisfactory purchase price were to be
28 obtained for HealthTrio, Inc. or its assets, Dr. Hasan desired his financial contribution to be treated

1 as equity so that he would receive the bulk of the payment. Alternatively, if no satisfactory purchase
2 price could be obtained, Dr. Hasan desired his financial contributions to be treated as a loan so that
3 he would take priority over all other shareholders. In fact, Dr. Hasan eventually determined that his
4 personal interests would be best served by treating his prior financial contributions as debt rather
5 than equity. In accepting Dr. Hasan's self-serving, after-the-fact characterization of his financial
6 contributions as debt rather than equity, and without obtaining equivalent or any consideration in
7 return for HealthTrio, Inc. and its shareholders, Defendants Behrens and McCormick disregarded
8 and breached their fiduciary duties owed to HealthTrio, Inc. and its shareholders, instead favoring
9 the individual interests of Dr. Hasan and Mrs. Hasan. While Dr. Hasan and Mrs. Hasan purported to
10 abstain from this vote, they dominated and controlled the HealthTrio, Inc. board of directors to such
11 an extent that it bent to their will, whether they voted formally or not. Moreover, Dr. Hasan and
12 Mrs. Hasan were, on information and belief, both present when the vote was taken, as was their
13 personal attorney (either personally or telephonically), an attorney who at the same time also
14 purportedly represented HealthTrio, Inc., although he clearly placed its interests behind those of Dr.
15 and Mrs. Hasan.

16 b. Also on December 27, 2005, the HealthTrio, Inc. board of directors voted to grant Dr.
17 Hasan a security interest in all of HealthTrio, Inc.'s assets. The grant of this security interest was
18 purportedly to secure repayment of the amounts Dr. Hasan had, prior to December 27, 2005,
19 supposedly loaned to HealthTrio, Inc. This action was however taken solely in furtherance of Dr.
20 Hasan's plan belatedly to characterize his financial contributions to HealthTrio, Inc. as debt rather
21 than equity because no satisfactory purchase price for HealthTrio, Inc. or its assets had been
22 obtained. The board of directors, without adequate or any consideration to, and contrary to the best
23 interests of, HealthTrio, Inc. and its shareholders, gratuitously granted Dr. Hasan such security
24 interest. Accordingly, after having given Dr. Hasan priority over all HealthTrio, Inc. shareholders
25 by belatedly characterizing his prior financial contributions as debt rather than equity, the board of
26 directors then also gave Dr. Hasan an after-the-fact security interest in all of the assets of HealthTrio,
27 Inc., which had the effect of providing him priority over all creditors of HealthTrio, Inc. Although
28 Dr. Hasan and Mrs. Hasan purported to abstain from voting on the issuance of the security interest to

1 Dr. Hasan, they were together the majority shareholder of HealthTrio, Inc., and, upon information
2 and belief, proposed the giving of the security interest in violation of their duties not to obtain an
3 advantage over minority shareholders and not to engage in self-dealing at HealthTrio, Inc.'s expense.
4 In addition, Dr. Hasan and Mrs. Hasan dominated and controlled the HealthTrio, Inc. board of
5 directors to such an extent that it bent to their will whether they voted formally or not. Moreover,
6 Dr. Hasan and Mrs. Hasan were, on information and belief, both present when the vote was taken, as
7 was their "personal" attorney (either personally or telephonically), an attorney who at the same time
8 also purportedly represented HealthTrio, Inc., although he clearly placed its interests behind those of
9 Dr. and Mrs. Hasan.

10 c. In or about February, 2007, as part of his plan to loot HealthTrio, Inc. of its assets for
11 his personal benefit, Dr. Hasan filed suit against HealthTrio, Inc., seeking to recover approximately
12 \$21 million he had allegedly contributed to the company. At or about the time HealthTrio, Inc. was
13 required to respond to the complaint, its board of directors, on information and belief, chose instead
14 not to respond to Dr. Hasan's lawsuit and thus to permit the company's default to be entered,
15 resulting in or about May, 2007 in the entry of a default judgment in favor of Dr. Hasan and against
16 HealthTrio, Inc. in an amount exceeding \$21 million. In permitting entry of this judgment without
17 contesting the nature or extent of Dr. Hasan's financial contribution to the company, or the
18 company's obligation to repay the same, if any, the board of directors acted contrary to the best
19 interests of HealthTrio, Inc. and its shareholders, and Dr. Hasan acted in a manner that benefited
20 himself over HealthTrio, Inc.

21 d. Upon information and belief, in or about sometime in 2007, HealthTrio, Inc.'s board
22 of directors approved the assignment of some or all of HealthTrio, Inc.'s intellectual property
23 (including, but not limited to, that certain U.S. Application Serial No. 10/381,158, filed on March
24 21, 2003, entitled "System for Communication of Health Care Data" (and the continuation
25 application thereof, U.S. App. Serial No. 11/603,399), which was the National Stage of International
26 Application No. PCT/US01/42618, filed on October 11, 2001, entitled "System for Communication
27 of Health Care Data," which claimed the benefit of U.S. Provisional Application No. 60/239,860,
28 filed on October 11, 2000, entitled "Apparatus and Method for Establishing Connectivity" and that

1 certain U.S. Application Serial Nos. 11/494,933, 11/494,940, 11/495,092, 11/495,093, and
2 11/495,135, each filed on July 28, 2006, and entitled "Method and system for generating
3 personal/individual health records," and claiming the benefit of U.S. Provisional Application No.
4 60/704,309, filed on August 1, 2005, entitled "Method and system for generating individual
5 electronic medical record") to either Dr. Hasan or HealthTrio, LLC, his alter ego. Upon information
6 and belief, this transfer was accomplished via a document entitled "Assignments of Patents, Patent
7 Applications, Trademarks and Copyrights." To date, said document has been hidden from
8 HealthTrio, Inc.'s shareholders. However, upon information and belief, this purported transfer of
9 intellectual property was either wholly without consideration, or was without sufficient
10 consideration, to compensate HealthTrio, Inc. for the loss of such valuable assets.

11 16. Following the aforementioned December 27, 2005 board action, a "Security
12 Agreement" was purportedly entered into between HealthTrio, Inc. and Dr. Hasan, pledging all of
13 HealthTrio, Inc.'s assets to secure Dr. Hasan's previous financial contributions to the company, and
14 a UCC Financing Statement reflecting this purported agreement was filed by Dr. Hasan with the
15 Secretary of State for the State of Colorado.

16 17. In accepting and implementing Dr. Hasan's scheme to treat previously-contributed
17 funds as constituting loans rather than equity contributions, in granting Dr. Hasan a security interest
18 in all of HealthTrio, Inc.'s assets, in permitting a default judgment to be entered against HealthTrio,
19 Inc. and in favor of Dr. Hasan, in transferring HealthTrio, Inc.'s intellectual property to Dr. Hasan
20 or to HealthTrio, LLC, all of which occurred without adequate or any consideration to HealthTrio,
21 Inc., Defendants and each of them placed Dr. Hasan's interests ahead of those of HealthTrio, Inc.
22 and its shareholders, thereby breaching their fiduciary duties.

23 18. On or about March 5, 2007, Defendants Behrens and McCormick, comprising a
24 supposed "Creditor Sub-Committee" of HealthTrio, Inc.'s board of directors, voted to "surrender" to
25 Dr. Hasan all of the assets of HealthTrio, Inc. as the purported collateral securing amounts
26 HealthTrio, Inc. supposedly owed Dr. Hasan. In doing so, Defendants Behrens and McCormick
27 breached their fiduciary duties to HealthTrio, Inc. and its shareholders, by failing to act in the best
28 interests of HealthTrio, Inc. and its shareholders. On or about March 12, 2007, based upon this vote,

1 HealthTrio, Inc. in fact purported to surrender all of its assets to Dr. Hasan.

2 19. On or about August 6, 2007, Dr. Hasan purported to foreclose upon all or
3 substantially all of HealthTrio, Inc.'s assets, and to purchase them for a credit bid of \$4.9 million.
4 Upon information and belief, between September 24 and October 2, 2007, Dr. Hasan then
5 transferred what had been HealthTrio, Inc.'s assets to Defendant HealthTrio, LLC, whose sole
6 members are Dr. Hasan and Mrs. Hasan. As a result, and in disregard of the interests of HealthTrio,
7 Inc. and its shareholders, Dr. Hasan now purports to own (through his alter ego, HealthTrio, LLC)
8 all of HealthTrio, Inc.'s assets, to operate HealthTrio, LLC as a continuation of HealthTrio, Inc.'s
9 business, and to owe nothing to HealthTrio, Inc.'s shareholders or creditors. In maneuvering to
10 achieve this outcome, Dr. Hasan breached his fiduciary duty to HealthTrio, Inc. and its shareholders,
11 and, at each step, placed his personal interests ahead of those of HealthTrio, Inc. and its
12 shareholders.

13 20. As a result of these breaches of fiduciary duty by Defendants Dr. Hasan, Mrs. Hasan,
14 Behrens and McCormick, and each of them, HealthTrio, Inc. and its shareholders have been
15 damaged in an amount to be proven, but which is substantially in excess of \$21 million.

16 21. The conduct of Defendants Dr. Hasan, Mrs. Hasan, Behrens and McCormick, and
17 each of them, was willful, wanton, malicious, oppressive, and fraudulent and was meant to cause
18 injury to HealthTrio, Inc. and its shareholders, justifying an award of exemplary damages.

20 SECOND CAUSE OF ACTION

21 (Set Aside of Fraudulent Transfers Against Dr. Hasan, Mrs. Hasan and HealthTrio, LLC)

22 22. Plaintiff hereby incorporates the allegations contained in Paragraphs 1 through 12 and
23 14 through 21, inclusive, as if restated in full.

24 23. As alleged, *supra*, the following purported transfers of assets have taken place:

25 a. On or about August 6, 2007, Dr. Hasan purported to purchase HealthTrio, Inc.'s
26 assets (apart from those intellectual property assets transferred pursuant to the "Assignments of
27 Patents, Patent Applications, Trademarks and Copyrights") at a foreclosure sale;

28 b. On an undetermined date between September 24 and October 2, 2007, Defendant Dr.

1 Hasan purported to transfer all of the former assets of HealthTrio, Inc. that he purchased at the
2 August 6, 2007 foreclosure sale to his alter ego, Defendant HealthTrio, LLC;

3 c. On an undetermined date, some or all of HealthTrio, Inc.'s intellectual property was
4 transferred pursuant to the "Assignments of Patents, Patent Applications, Trademarks and
5 Copyrights." Upon information and belief, said Assignment transferred substantially all of
6 HealthTrio, Inc.'s intellectual property (including, but not limited to, that certain U.S. Application
7 Serial No. 10/381,158, filed on March 21, 2003, entitled "System for Communication of Health Care
8 Data" (and the continuation application thereof, U.S. App. Serial No. 11/603,399), which was the
9 National Stage of International Application No. PCT/US01/42618, filed on October 11, 2001,
10 entitled "System for Communication of Health Care Data," which claimed the benefit of U.S.
11 Provisional Application No. 60/239,860, filed on October 11, 2000, entitled "Apparatus and Method
12 for Establishing Connectivity" and that certain U.S. Application Serial Nos. 11/494,933,
13 11/494,940, 11/495,092, 11/495,093, and 11/495,135, each filed on July 28, 2006, and entitled
14 "Method and system for generating personal/individual health records," and claiming the benefit of
15 U.S. Provisional Application No. 60/704,309, filed on August 1, 2005, entitled "Method and system
16 for generating individual electronic medical record") to Dr. Hasan; and

17 d. Upon information and belief, on an undetermined date, Dr. Hasan has transferred to
18 HealthTrio, LLC those assets of HealthTrio, Inc. that were purportedly obtained pursuant to the
19 "Assignments of Patents, Patent Applications, Trademarks and Copyrights" (including, but not
20 limited to, that certain U.S. Application Serial No. 10/381,158, filed on March 21, 2003, entitled
21 "System for Communication of Health Care Data" (and the continuation application thereof, U.S.
22 App. Serial No. 11/603,399), which was the National Stage of International Application No.
23 PCT/US01/42618, filed on October 11, 2001, entitled "System for Communication of Health Care
24 Data," which claimed the benefit of U.S. Provisional Application No. 60/239,860, filed on October
25 11, 2000, entitled "Apparatus and Method for Establishing Connectivity" and that certain U.S.
26 Application Serial Nos. 11/494,933, 11/494,940, 11/495,092, 11/495,093, and 11/495,135, each
27 filed on July 28, 2006, and entitled "Method and system for generating personal/individual health
28 records," and claiming the benefit of U.S. Provisional Application No. 60/704,309, filed on August

1, 2005, entitled "Method and system for generating individual electronic medical record").

24. The foregoing transfers of assets, and each of them, were without adequate consideration, and were made for the fraudulent purpose of avoiding the claims of HealthTrio, Inc. and of its creditors and shareholders upon the assets purportedly acquired at the foreclosure sale, upon HealthTrio, Inc.'s intellectual property, and upon any other assets of HealthTrio, Inc. purportedly transferred to HealthTrio, LLC.

25. HealthTrio, Inc. is a creditor of Dr. Hasan, in that its assets were taken from it when its own board of directors breached their fiduciary duties to it, first on December 27, 2005 when Dr. Hasan's financial contributions to HealthTrio, Inc. were improperly retroactively characterized as loans rather than equity, when on the same date Dr. Hasan was given a security interest in the assets of HealthTrio, Inc., when HealthTrio's assets were surrendered to Dr. Hasan in March, 2007, when HealthTrio, Inc.'s intellectual property was purportedly transferred to Dr. Hasan without adequate or any consideration, and then in August, 2007 when Dr. Hasan purported to purchase HealthTrio, Inc.'s assets at the foreclosure sale. The foreclosure sale itself constituted a fraudulent conveyance in that Dr. Hasan's alleged payment, in the form of a credit bid, was substantially less than the value of the assets he allegedly obtained, and was successful only because, upon information and belief, the foreclosure sale took place not at or near HealthTrio, Inc.'s headquarters in Denver, Colorado, but, inexplicably, at the Orange County office of attorneys who purport to represent both HealthTrio, Inc. and Dr. Hasan. Moreover, upon information and belief, little or no effort was made to advertise the foreclosure sale or to inform potential bidders of the value of HealthTrio, Inc.'s assets, and all of this was done fraudulently to avoid HealthTrio, Inc.'s claims upon its own assets, which were taken from it solely as a result of the various breaches of fiduciary duty committed by its board members. In order to further fraudulently avoid HealthTrio, Inc.'s claims, between September 24 and October 2, 2007, Dr. Hasan then transferred all of the assets so obtained without consideration to HealthTrio, LLC.

26. This series of transfers of assets, and each of them, were all fraudulent, done to avoid the valid claims of HealthTrio, Inc. and of its shareholders and creditors, and should be set aside in their entirety.

1 27. In addition, HealthTrio, Inc. is entitled to injunctive relief preventing HealthTrio,
2 LLC, Dr. Hasan and/or Mrs. Hasan from further transferring, encumbering or otherwise diminishing
3 the value of its assets pending resolution of the claims asserted herein.

4
5 **THIRD CAUSE OF ACTION**

6 (Constructive Trust Against Defendants Dr. Hasan, Mrs. Hasan and HealthTrio, LLC)

7 28. Plaintiff hereby incorporates the allegations contained in Paragraphs 1 through 12, 14
8 through 21 and 23 through 27, inclusive, as if restated in full.

9 29. Defendants HealthTrio, LLC, Dr. Hasan and Mrs. Hasan purport to own all the assets
10 of HealthTrio, Inc., solely because Defendants Dr. Hasan, Mrs. Hasan, Behrens and McCormick,
11 and each of them, breached their fiduciary duties to HealthTrio, Inc. and its shareholders, and
12 because Dr. Hasan and Mrs. Hasan have, without consideration, purported to transfer such assets to
13 HealthTrio, LLC with the intent of avoiding valid claims of HealthTrio, Inc. and its shareholders and
14 creditors. As a direct result of such breaches of fiduciary duty, as alleged *supra*, Dr. Hasan
15 purported to foreclose upon HealthTrio, Inc.'s assets, to purchase them for inadequate consideration
16 at a purported foreclosure sale, and to transfer them without consideration to Defendant HealthTrio,
17 LLC. Also, to the extent HealthTrio, Inc.'s intellectual property was transferred directly from
18 HealthTrio, Inc. to Defendants Dr. Hasan, Mrs. Hasan or HealthTrio, LLC, or any of them, said
19 transfer was without adequate consideration, and was a further breach of the fiduciary duties of
20 Defendants. And, to the extent the default judgment played a role in the series of fraudulent
21 transfers resulting in the stripping of HealthTrio, Inc. of all its assets, said default judgment was also
22 a product of a series of breaches of fiduciary duty by Defendants Dr. Hasan, Ms. Hasan, Behrens and
23 McCormick, each of whom placed the interests of Dr. Hasan and Ms. Hasan ahead of HealthTrio,
24 Inc.'s interests.

25 30. As a result, Defendants Dr. Hasan, Mrs. Hasan and HealthTrio, LLC hold all such
26 assets in a constructive trust for the benefit of HealthTrio, Inc. and its shareholders, and should
27 equitably be ordered to transfer all such assets back to HealthTrio, Inc. and its shareholders.

28

1 WHEREFORE, Plaintiff prays for judgment as follows:

2 On The First Cause of Action:

- 3 1. For damages according to proof;
- 4 2. For exemplary damages according to proof;

5 On the Second Cause of Action:

6 3. For an order setting aside any and all transfers of HealthTrio, Inc.'s assets to Dr.
7 Hasan, Mrs. Hasan, HealthTrio, LLC, or any of them;

8 4. For a preliminary and permanent injunction enjoining HealthTrio, LLC, Dr. Hasan
9 and Mrs. Hasan from selling, transferring or hypothecating what were previously assets of
10 HealthTrio, Inc.

11 On The Third Cause of Action:

12 5. For a finding that Dr. Hasan, Mrs. Hasan and HealthTrio, LLC hold all the former
13 assets of HealthTrio, Inc. in constructive trust for the benefit of HealthTrio, Inc. and its shareholders,
14 and an order directing them to transfer all such assets back to HealthTrio, Inc.;

15 6. For an order rescinding the foreclosure sale and the "Assignments of Patents, Patent
16 Applications, Trademarks and Copyrights" on the grounds that each was the result of a breach of
17 fiduciary duty on the part of HealthTrio, Inc.'s board of directors, and each member thereof;

18 7. For an order enjoining Dr. Hasan from taking any action to enforce the default
19 judgment in his favor against HealthTrio, Inc. on the grounds that it, too, was a product of breaches
20 of fiduciary duty on the part of HealthTrio, Inc.'s board of directors; and

21 8. For a determination that all of Dr. Hasan's financial contributions to HealthTrio, Inc.
22 constitute either unsecured debt or equity, depending on which at the time of the Court's
23 determination would be most advantageous to HealthTrio, Inc. and its shareholders.

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On All Causes of Action

9. For costs of suit incurred herein; and,

10. For such other and further relief as the Court may deem just and proper.

DATED: October 24, 2007

KIBRE & HORWITZ LLP

By: 

ERIC G. STOCKEL

Attorneys for Plaintiff Ralph A. Korpman, M.D.

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DEMAND FOR JURY TRIAL

Plaintiff Ralph A. Korpman hereby demands a jury trial.

DATED: October 24, 2007

KIBRE & HORWITZ LLP

By: 

ERIC G. STOCKEL
Attorneys for Plaintiff Ralph A. Korpman, M.D.