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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE
UNLIMITED CIVIL

BRUNO MLINAR, an individual,
Plaintiff,

vs.

ANTHONY NOBLES, an individual;
NOBLES MEDICAL TECHNOLOGY,
INC., NOBLES MEDICAL
TECHNOLOGIES, INC., a Delaware
corporation; NOBLES MEDICAL
TECHNOLOGIES II, INC., a Delaware
corporation; GYNTLECARE, INC., a
Delaware corporation; and DOES 1-200,
inclusive,

Defendants.

Case No. 30-2012-00612044-CU-FR-CJC
**FOURTH AMENDED COMPLAINT OF
BRUNO MLINAR FOR:**

1. Promissory Fraud (NMT);
2. Promissory Fraud (Gyntlecare);
3. Fraud and Deceit (NMT);
4. Fraud and Deceit (Nobles and NMT)
5. Fraud and Deceit (Gyntlecare);
6. Fraud and Deceit (Ferrari/NMT);
7. Fraud and Deceit: Rescission and Restitution;
8. Negligent Misrepresentation (NMT);
9. Negligent Misrepresentation (Gyntlecare);
10. Money Had and Received (NMT/NMTII);
11. Money Had and Received (Gyntlecare);
12. Accounting;
13. Intentional Infliction of Emotional Distress;
14. Replevin;
15. Conversion (NMT);
16. Conversion (Gyntlecare);
17. Constructive Trust;
18. Injunctive Relief.

1 Plaintiff BRUNO MLINAR, an individual, for causes of action against defendants
2 ANTHONY NOBLES, an individual; NOBLES MEDICAL TECHNOLOGY, INC., a Delaware
3 corporation; NOBLES MEDICAL TECHNOLOGIES, INC., a Delaware corporation; NOBLES
4 MEDICAL TECHNOLOGIES II, INC., a Delaware corporation; GYNTLECARE, INC., a
5 Delaware corporation; and DOES 1 – 200, inclusive, and each of them, alleges as follows:

6
7 1. Plaintiff BRUNO MLINAR is now and at all times herein mentioned was an adult
8 individual residing in Croatia.

9 2. Plaintiff is informed and believes and thereon alleges that defendant ANTHONY
10 NOBLES ["NOBLES"] is now and at all times herein mentioned was an individual residing in the
11 County of Orange, State of California. Plaintiff is further informed and believes that at various
12 times herein mentioned, NOBLES owned or owned a controlling interest in NOBLES MEDICAL
13 TECHNOLOGY, INC., NOBLES MEDICAL TECHNOLOGIES, INC., NOBLES MEDICAL
14 TECHNOLOGIES II, INC, GYNTLECARE, INC. and that at all times herein mentioned
15 NOBLES was an officer, director and/or managing agent of said defendants.

16 3. Plaintiff is informed and believes and thereon alleges that defendant NOBLES
17 MEDICAL TECHNOLOGY, INC. is now and at all times herein mentioned was, a business entity
18 of unknown type, with its principal place of business in the County of Orange, State of California.

19 4. Plaintiff is informed and believes and thereon alleges that defendant NOBLES
20 MEDICAL TECHNOLOGIES, INC. ["NMTS"] is now and at all times herein mentioned was, a
21 corporation organized and existing under and by virtue of the laws of the State of Delaware, with
22 its principal place of business in the County of Orange, State of California.

23 5. Plaintiff is informed is informed and believes and thereon alleges that defendant
24 NOBLES MEDICAL TECHNOLOGY is now and at all times herein mentioned was the alter ego
25 of NMTS, and vice versa, and that at all times herein mentioned, defendants NOBLES, NMTS and
26 NMT, and each of them, referred to NMTS and NOBLES MEDICAL TECHNOLOGY
27 interchangeably and treated them as though they were one entity. NOBLES MEDICAL
28 TECHNOLOGY and NMTS will hereinafter be collectively referred to as NMT.

1 6. Plaintiff is informed and believes and thereon alleges that defendant NOBLES
2 MEDICAL TECHNOLOGIES II, INC. ["NMTII"] is now, and at various times herein mentioned
3 was, a corporation organized and existing under and by virtue of the laws of the State of Delaware,
4 with its principal place of business in the County of Orange, State of California.

5 7. Plaintiff is informed and believes and thereon alleges that defendant GYNTLECARE,
6 INC. ["GYNTLECARE"] is now, and at various times herein mentioned was, a corporation
7 organized and existing under and by virtue of the laws of the State of Delaware, with its principal
8 place of business in the County of Orange, State of California.

9 8. Plaintiff is informed and believes and thereon alleges that at all times herein mentioned
10 GYNTLECARE executive level personnel other than NOBLES knew of the conduct of NOBLES
11 as set forth below, and approved, authorized and ratified the conduct of NOBLES. Plaintiff is
12 informed and believes and thereon alleges that, among other things, GYNTLECARE executive
13 level personnel knew at all times that NOBLES represented and promised to plaintiff that the stock
14 he was to receive was to come from GYNTLECARE, not NOBLES, and that the money plaintiff
15 was to invest for that stock was to be invested in GYNTLECARE. GYNTLECARE executive
16 level personnel also knew, approved, authorized and ratified NOBLES' conduct in causing
17 Plaintiff to receive GYNTLECARE stock not from GYNTLECARE, but rather transferring stock
18 owned by NOBLES to plaintiff. Plaintiff is informed and believes and thereon alleges that
19 GYNTLECARE executive level personnel knew at all times, and authorized, approved and ratified
20 NOBLES' conduct in causing plaintiff's investment monies to go not to GYNTLECARE, but
21 instead to NOBLES.

22 9. Plaintiff is informed and believes and thereon alleges that at all times herein mentioned
23 NMT executive level management knew of the conduct of NOBLES as set forth below, and
24 approved, authorized and ratified the conduct of NOBLES. Plaintiff is informed and believes and
25 thereon alleges that, among other things, NMT executive level management knew at all times that
26 NOBLES represented and promised to plaintiff that the stock he was to receive was to come from
27 NMT, not NOBLES, and that the money plaintiff was to invest for that stock was to be invested in
28 NMT. NMT also knew of, approved, authorized and ratified NOBLES' conduct in causing

1 Plaintiff to receive NMT stock not from NMT, but rather transferring NMTII stock to plaintiff.
2 Plaintiff is informed and believes and thereon alleges that NMT knew at all times, and authorized,
3 approved and ratified NOBLES' conduct in causing plaintiff's investment monies to go not to
4 NMT, but instead to NOBLES and NMTII.

5 10. The true names or capacities, whether individual, corporate, associate, or otherwise, of
6 defendants DOE 1 through DOE 200, inclusive, are unknown to Plaintiff who therefore sues such
7 defendants by their fictitious names. Plaintiff will amend his complaint to show their true names
8 and capacities when the same are ascertained. Plaintiff is informed and believes and thereon
9 alleges that each of the defendants designated DOE is indebted to Plaintiff, and each of them, as
10 hereinafter alleged, is in some manner responsible for the damages and occurrences herein alleged,
11 and that the damages as herein alleged were proximately caused by such defendants. Plaintiff is
12 further informed and believes and thereon alleges that at all times herein mentioned each defendant
13 herein designated DOE was the agent of each of the other defendants, and vice versa, and each was
14 acting within the course and scope of that agency and with the permission, consent and knowledge
15 of the other.

16 11. Plaintiff is informed and believes and thereon alleges that at all times herein
17 mentioned, NOBLES was the agent of NMT, NMTII, and GYNTLECARE, and each of them.
18 Plaintiff is informed and believes and thereon alleges that at all times relevant hereto NOBLES
19 was an officer or director of NMT, NMTII and GYNTLECARE; that NOBLES represented to
20 plaintiff that he was an agent for each of the entities; that plaintiff's communications with NMT,
21 NMTII and GYNTLECARE were with or through NOBLES; and NOBLES interchangeably used
22 his employees, representatives and other assets to conduct the business of NMT, NMTII and
23 GYNTLECARE; and NMT, NMTII and GYNTLECARE, and each of them, used their
24 employees, representatives and other assets on behalf of and for the benefit of NOBLES.
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First Cause of Action

(Promissory Fraud; Against Defendants NOBLES, NMT and DOES 1-200)

12. Plaintiff hereby repeats and realleges each and every allegation contained in the above paragraphs 1 through 11, inclusive, and incorporates the same herein as though fully set forth at length.

13. In or about mid-2008, and continuing thereafter until on or about December 29, 2008, NOBLES, on behalf of himself and NMT, approached plaintiff and solicited plaintiff to invest in NMT.

14. In connection with soliciting an investment in NMT from plaintiff, NOBLES, for himself and on behalf of NMT, represented to plaintiff, among other things, that:

a. He was the founder and manager of NMT and was authorized to speak for it and enter into transactions on its behalf;

b. He was a very successful designer of medical products and creator of successful medical product and related companies with unique insight into and connections in the medical products industry;

c. Plaintiff's return on investment in NMT would be at least double and likely triple;

d. Plaintiff would receive his return on investment in NMT within two years;

e. NMT owned a number of valuable patents;

f. NMT had acquired the assets of Sutura, Inc., which was a very profitable company;

g. Because NOBLES was the founder, president and large shareholder of Sutura, and was also the founder, president and large shareholder of NMT, he knew the true value of NMT's assets, including the products and patents they were developing, to be greater than the public knew, and therefore Plaintiff's investment would not only be safe, but his return on investment would double or triple in a short time;

1 h. NOBLES was close to or had a deal in place with a major medical corporation
2 whereby such major medical corporation would acquire NMT as soon as NMT obtained FDA
3 approval for the products of NMT.

4 i. NOBLES represented that such FDA approval would soon be obtained:

5 j. When NMT was acquired by the major medical corporation, it would sell for at
6 least \$150,000,000.00, and plaintiff would double or triple his investment;

7 k. Plaintiff would be purchasing his stock from NMT and the funds he invested
8 would be received by NMT and used for the benefit of NMT;

9 l. This investment in NMT was not generally available to the public, but NOBLES
10 would make it available to plaintiff;

11 m. Plaintiff would become a legal stockholder of NMT, would be entitled to all the
12 benefits of being a stockholder of NMT, including voting and other rights, and the return on his
13 investment in the event of a sale of NMT.

14 15. In or about mid to late 2008, NOBLES promised, for himself and NMT, that in return
15 for plaintiff's investment:

16 a. Plaintiff would receive stock from NMT;

17 b. Plaintiff's investment would be made in and to NMT and used by NMT for its
18 legitimate business activities;

19 c. Plaintiff would receive NMT stock commensurate in value to his investment;

20 d. Plaintiff would be an actual shareholder of NMT and accorded all the rights and
21 benefits that other actual shareholders were accorded, including, notices of board and shareholder
22 meetings, financial information, voting rights, and right to dividends and a return on investment
23 when NMT was sold.

24 16. In reliance on these promises, plaintiff agreed to invest the sum of \$1,250,000.00 in
25 NMT. Plaintiff in fact paid said sum beginning in June 11, 2008 and ending on December 29,
26 2008.

27 17. At the time NOBLES made the promises referenced in Paragraph 15, neither he nor
28 NMT had any intention of performing these promises, in that:

- 1 a. Plaintiff did not ever receive stock in NMT despite numerous requests;
- 2 b. Plaintiff is informed and believes and thereon alleges that his investment monies
- 3 did not go to NMT, but to NOBLES who used them for his own benefit, not by NMT for NMT's
- 4 legitimate business activities;
- 5 c. In or about April 2010, NOBLES and NMT sent plaintiff a written Cancellation
- 6 of the NMT stock purchase agreement which NOBLES and NMT backdated to February 9, 2009,
- 7 which they requested plaintiff to sign;
- 8 d. On or about September 20, 2010, NOBLES sent plaintiff stock certificates for
- 9 NMTII, not NMT;
- 10 e. Plaintiff was not treated as other shareholders were treated, in particular, he was
- 11 not given notice of board meetings or shareholder meetings, voting rights, financial information,
- 12 dividends, or a return on his investment when NMT was sold.

13 18. NOBLES and NMT in fact failed to perform their promises to plaintiff as set forth in

14 Paragraph 15, in that:

- 15 a. Plaintiff did not ever receive stock from NMT;
- 16 b. Plaintiff is informed and believes and thereon alleges that plaintiff's investment
- 17 was not made in and to NMT, but rather NOBLES used plaintiff's investment money not for
- 18 NMT's legitimate business activities, but for his own benefit and purposes, including as seed
- 19 money for one or more of his other business ventures;
- 20 c. Plaintiff did not receive NMT stock commensurate with his investment; and,
- 21 d. Plaintiff was not treated as other shareholders were treated, in particular, he was
- 22 not given notice of board meetings or shareholder meetings, voting rights, financial information,
- 23 dividends, or a return on his investment when NMT was sold.

24 19. At the time they made the false promises set forth in Paragraph 15, NOBLES and

25 NMT intended for plaintiff to rely on said false promises in order to obtain the sum of

26 \$1,250,000.00 from plaintiff.

27 20. By reason of the failure of NMT and NOBLES, and each of them, to perform their

28 promises to plaintiff, as set forth in Paragraph 18, plaintiff has been damaged in an amount to be

1 shown according to proof at trial but which amount plaintiff is informed and believes is not less
2 than \$1,250,000.00.

3 21. In acting as herein alleged, defendants NOBLES, NMT and DOES 1-200, and each of
4 them, acted intentionally, maliciously, willfully, knowingly, oppressively and in conscious
5 disregard of the rights and interests of plaintiff, and with the further intent to vex, harass, injure,
6 defraud and deceive plaintiff. By reason thereof, plaintiff is entitled to exemplary and punitive
7 damages in a sum sufficient to punish and make an example of defendants, and each of them,
8 which sum will be shown according to proof at trial.

9 **Second Cause of Action**

10 (Promissory Fraud; Against Defendants NOBLES, GYNTLECARE and DOES 1-200)

11 22. Plaintiff hereby repeats and realleges each and every allegation contained in the above
12 paragraphs 1 through 11, inclusive, and incorporates the same herein as though fully set forth at
13 length.

14 23. In or about mid-2008, and continuing thereafter until on or about December 29, 2008,
15 NOBLES, on behalf of himself and GYNTLECARE, approached plaintiff and solicited plaintiff to
16 invest in GYNTLECARE.

17 24. In connection with soliciting an investment in GYNTLECARE from plaintiff,
18 NOBLES, for himself and on behalf of GYNTLECARE, represented to plaintiff, among other
19 things, that:

20 a. He was the founder and manager of GYNTLECARE and was authorized to
21 speak for it and enter into transactions on its behalf;

22 b. He was a very successful designer of medical products and creator of successful
23 medical product and related companies with unique insight into and connections in the medical
24 products industry;

25 c. Plaintiff's return on investment in GYNTLECARE would be at least double and
26 likely triple;

27 d. Plaintiff would receive his return on investment in GYNTLECARE within two
28 to four years;

- 1 e. GYNTLECARE owned a number of valuable patents;
- 2 f. Because NOBLES was the founder, president and large shareholder of
- 3 GYNTLECARE, he knew GYNTLECARE's assets, including the products and patents they were
- 4 developing, were greater than the public knew, and therefore Plaintiff's investment would not only
- 5 be safe, but his return on investment would double or triple;
- 6 g. In response to plaintiff's statements that he was only interested in investing in
- 7 NMT, NOBLES responded that plaintiff should invest in both companies because while NMT
- 8 would pay its return on investment sooner than GYNTLECARE, GYNTLECARE had an even
- 9 greater upside than NMT;
- 10 h. NOBLES was close to or had a deal in place with a major medical corporation
- 11 whereby such major medical corporation would acquire GYNTLECARE as soon as
- 12 GYNTLECARE obtained FDA approval for the products of GYNTLECARE.
- 13 i. NOBLES represented that such FDA approval would soon be obtained:
- 14 j. When GYNTLECARE was acquired by the major medical corporation, it would
- 15 sell for at least \$200,000,000.00, and plaintiff would at least double or triple his investment;
- 16 k. That GYNTLECARE was a viable, ongoing business and would continue to be
- 17 so and continued to develop products at least until the time that it was acquired by the major
- 18 medical corporation;
- 19 l. Plaintiff would be purchasing his stock from GYNTLECARE and the funds he
- 20 invested would be received by GYNTLECARE and used for the benefit of GYNTLECARE;
- 21 m. This investment in GYNTLECARE was not generally available to the public,
- 22 but NOBLES would make it available to plaintiff;
- 23 n. Plaintiff would receive GYNTLECARE stock commensurate in value to his
- 24 investment;
- 25 o. Plaintiff would become a legal stockholder of GYNTLECARE, would be
- 26 entitled to all the benefits of being a stockholder of GYNTLECARE, including voting and other
- 27 rights, and the return on his investment in the event of a sale of GYNTLECARE.
- 28

1 25. In or about mid to late 2008, NOBLES promised, for himself and GYNTLECARE,
2 that in return for plaintiff's investment:

3 a. Plaintiff would receive stock from GYNTLECARE within a reasonable time;

4 b. Plaintiff's investment would be made in and to GYNTLECARE and used by
5 GYNTLECARE for its legitimate business activities;

6 c. Plaintiff would receive GYNTLECARE stock commensurate in value to his
7 investment;

8 d. Plaintiff would be an actual shareholder of GYNTLECARE and accorded all the
9 rights and benefits that other actual shareholders were accorded, including, notices of board and
10 shareholder meetings, financial information, voting rights, and right to dividends and a return on
11 investment when GYNTLECARE was sold.

12 26. In reliance on these promises, plaintiff agreed to invest the sum of \$1,250,000.00 in
13 GYNTLECARE. Plaintiff in fact paid said sum beginning in June 11, 2008 and ending on
14 December 29, 2008.

15 27. At the time NOBLES made the promises referenced in Paragraph 25, neither he nor
16 GYNTLECARE had any intention of performing these promises, in that:

17 a. Plaintiff did not receive his stock in GYNTLECARE within a reasonable time,
18 despite numerous requests;

19 b. Plaintiff is informed and believes and thereon alleges that his investment monies
20 did not go to GYNTLECARE, but to NOBLES who used them for his own benefit, including as
21 seed money for one or more of his other business ventures, not by GYNTLECARE for
22 GYNTLECARE's legitimate business activities;

23 c. On or about September 20, 2010, NOBLES sent plaintiff what purported to be
24 stock certificates for GYNTLECARE.

25 d. Plaintiff was not treated as other shareholders were treated, in particular, he was
26 not given notice of board meetings or shareholder meetings, voting rights, financial information,
27 dividends.
28

1 28. NOBLES and NMT in fact failed to perform their promises to plaintiff as set forth in
2 Paragraph 25, in that:

3 a. Plaintiff did not receive his stock for GYNTLECARE within a reasonable time;
4 b. Plaintiff's investment was not made in and to GYNTLECARE, and, plaintiff is
5 informed and believes and thereon alleges that NOBLES used plaintiff's investment money not for
6 GYNTLECARE's legitimate business activities, but for his own benefit and purposes including as
7 seed money for one or more of his other business ventures;

8 c. Plaintiff did not receive GYNTLECARE stock commensurate with his
9 investment; and,

10 d. Plaintiff was not treated as other shareholders were treated, in particular, he was
11 not given notice of board meetings or shareholder meetings, voting rights, financial information,
12 dividends.

13 29. At the time they made the false promises set forth in Paragraph 25, NOBLES and
14 GYNTLECARE intended for plaintiff to rely on said false promises in order to obtain the sum of
15 \$1,250,000.00 from plaintiff.

16 30. By reason of the failure of NMT and NOBLES, and each of them, to perform their
17 promises to plaintiff, as set forth in Paragraph 28, plaintiff has been damaged in that:

18 a. Plaintiff is informed and believes and thereon alleges that during 2009 and
19 2010, NOBLES and GYNTLECARE were informally winding down the business activities of
20 GYNTLECARE so as to render GYNTLECARE a mere shell with few or no assets, and a
21 commercially inactive company. Plaintiff is informed and believes and thereon alleges that by
22 reason of this conduct by NOBLES and GYNTLECARE, GYNTLECARE became and remains a
23 mere shell which carries on little or no business and which has few if any assets. Because plaintiff
24 was not given his GYNTLECARE stock until September 2010, he was damaged in that, among
25 other things, he could not sell his GYNTLECARE stock when it still had some value, nor was he
26 able to have any input in or opposition to the dismantling of the company;

27 b. Plaintiff is informed and believes and thereon alleges that GYNTLECARE did
28 not receive the benefit of plaintiff's investment, thereby hastening the demise of GYNTLECARE;

1 c. Plaintiff did not receive GYNTLECARE stock commensurate with his
2 investment; and,

3 d. Plaintiff was not treated as other shareholders were treated, in particular, he was
4 not given notice of board meetings or shareholder meetings, voting rights, or financial information.

5 31. By reason of the foregoing, plaintiff has been damaged in an amount to be shown
6 according to proof at trial, but which amount plaintiff is informed and believes is not less than
7 \$1,250,000.00.

8 32. In acting as herein alleged, defendants NOBLES, GYNTLECARE and DOES 1-200,
9 and each of them, acted intentionally, maliciously, willfully, knowingly, oppressively and in
10 conscious disregard of the rights and interests of plaintiff, and with the further intent to vex,
11 harass, injure, defraud and deceive plaintiff. By reason thereof, plaintiff is entitled to exemplary
12 and punitive damages in a sum sufficient to punish and make an example of defendants, and each
13 of them, which sum will be shown according to proof at trial.

14 **THIRD CAUSE OF ACTION**

15 (Fraud and Deceit; Against NOBLES, NMT and DOES 1-200)

16 33. Plaintiff repeats and realleges each every allegation contained in the above paragraphs
17 1 through 11, inclusive, and by this reference incorporate the same herein as though fully set forth
18 at length.

19 34. In or about mid-2008, NOBLES, on behalf of himself and NMT, approached plaintiff
20 and solicited plaintiff to invest in NMT.

21 35. In connection with soliciting an investment in NMT from plaintiff, NOBLES, for
22 himself and on behalf of NMT, represented to plaintiff, among other things, that:

23 a. He was the founder and manager of NMT and was authorized to speak for it and
24 enter into transactions on its behalf;

25 b. He was a very successful designer of medical products and creator of successful
26 medical product and related companies with unique insight into and connections in the medical
27 products industry;

28

- 1 c. Plaintiff's return on investment in NMT would be at least double and likely
2 triple;
- 3 d. Plaintiff would receive his return on investment in NMT within two years;
- 4 e. NMT owned a number of valuable patents;
- 5 f. NMT had acquired the assets of Sutura, Inc., which was a very profitable
6 company;
- 7 g. Because NOBLES was the founder, president and large shareholder of Sutura,
8 and was also the founder, president and large shareholder of NMT, he knew the true value of
9 NMT's assets, including the products and patents they were developing, to be greater than the
10 public knew, and therefore Plaintiff's investment would not only be safe, but his return on
11 investment would double or triple in a short time;
- 12 h. NOBLES was close to or had a deal in place with a major medical corporation
13 whereby such major medical corporation would acquire NMT as soon as NMT obtained FDA
14 approval for the products of NMT.
- 15 i. NOBLES represented that such FDA approval would soon be obtained:
- 16 j. When NMT was acquired by the major medical corporation, it would sell for at
17 least \$150,000,000.00, and plaintiff would double or triple his investment;
- 18 k. Plaintiff would be purchasing his stock from NMT and the funds he invested
19 would be received by NMT and used for the benefit of NMT;
- 20 l. This investment in NMT was not generally available to the public, but NOBLES
21 would make it available to plaintiff;
- 22 m. Plaintiff would become a legal stockholder of NMT, would be entitled to all the
23 benefits of being a stockholder of NMT, including voting and other rights, and the return on his
24 investment in the event of a sale of NMT.
- 25 36. In connection with soliciting an investment in NMT from plaintiff, NOBLES, for
26 himself and on behalf of NMT made the following further representations to plaintiff:
- 27 a. Plaintiff would receive NMT stock commensurate with the amount of his
28 investment;

1 b. Plaintiff's return on investment in NMT would be at least double and likely
2 triple;

3 c. Plaintiff would receive his return on investment in NMT within two years;

4 d. Because NOBLES was the founder, president and large shareholder of NMT, he
5 knew the true value of NMT's assets, including the products and patents they were developing,
6 which was not generally known to the public, and that the true value of NMT was much greater
7 than was known to the general public. Accordingly, NOBLES stated that Plaintiff's investment
8 would not only be safe, but his return on investment would double or triple in a short time;

9 e. Plaintiff would be purchasing his stock from NMT, not NOBLES, and the funds
10 he invested would be received by NMT and used for the benefit of NMT;

11 f. This investment in NMT was not generally available to the public, but NOBLES
12 would make it available to plaintiff;

13 g. Plaintiff would become a legal stockholder of NMT, would be entitled to all the
14 benefits of being a stockholder of NMT, including voting and other rights, and the return on his
15 investment in the event of a sale of NMT;

16 h. If NMT was sold to Medtronics, plaintiff's investment would double or triple.

17 37. The representations set forth in paragraph 35 were in fact false at the time they were
18 made in that:

19 a. Plaintiff did not receive NMT stock commensurate with the amount of his
20 investment;

21 b. Plaintiff's did not receive a double or triple return on investment in NMT;

22 c. Plaintiff did not receive any return on investment in NMT within two years;

23 d. Plaintiff is informed and believes and thereon alleges that NOBLES overstated
24 the value of NMT to plaintiff and that NMT's true value was not materially greater than that
25 known to the general public, and that plaintiff's investment was neither safe nor did it ever double
26 or triple.

27 e. Plaintiff, unbeknownst to him, was not actually purchasing his stock from NMT,
28 but rather from NOBLES, and the funds which plaintiff thought he was investing in NMT were not

1 received by nor used by NMT, but were received by NOBLES. Plaintiff is informed and believes
2 and thereon alleges that NOBLES used these monies for his own purposes, including as seed
3 money for one or more of his other business ventures;

4 f. Plaintiff is informed and believes that the investment in NMT was generally
5 available to the public;

6 g. Plaintiff did not become a legal stockholder of NMT and did not receive all the
7 benefits of being a stockholder of NMT, including voting and other rights, and the return on his
8 investment in the event of a sale of NMT;

9 h. Plaintiff is informed and believes and thereon alleges that NMT was sold to
10 Medtronics in or about September, 2010, but plaintiff did not receive double or triple return on his
11 investment.

12 38. Defendants NOBLES and NMT, and each of them, at all times herein mentioned knew
13 of the falsity of the representations as set forth in Paragraph 35.

14 39. Plaintiff reasonably relied on the representations set forth in Paragraph 35, and
15 believing them to be true, plaintiff agreed to invest the sum of \$1,250,000.00 in NMT. Plaintiff in
16 fact paid said sum beginning in June 11, 2008 and ending on December 29, 2008.

17 40. After obtaining plaintiff's \$1,250,000.00, defendants NOBLES for and on behalf of
18 himself and NMT, and each of them, concealed their fraud from plaintiff by:

19 a. Responding to plaintiff's repeated requests for his NMT stock made between
20 February, 2009 and late September, 2010, by promising that they were working on the
21 documentation and would soon send him his NMT stock, together with explanations and analysis
22 as to how its value was calculated;

23 b. Responding to plaintiff's concern after receiving NMTII stock rather than NMT
24 stock in September, 2010, by representing that it was a mere formality which did not affect his
25 interest in NMT;

26 c. On or about September 29, 2010, NOBLES sending plaintiff the sum of
27 \$435,842.39, purportedly as partial payment for plaintiff's purported NMT stock, with promises
28

1 and assurances that additional monies would be forthcoming from NMT in the next "six to eight
2 months";

3 d. In September, 2010 promising to provide plaintiff with written explanations and
4 information regarding how plaintiff's investment had been used and what ownership interest, if
5 any, he had in NMT.

6 41. The conduct set forth in Paragraph 39 was deceitful in that:

7 a. Between February, 2009 and late September, 2010, NOBLES and NMT were
8 not working on documentation for plaintiff regarding his investment in NMT, they did not in fact
9 send him his NMT stock, nor did they send him any explanations and analysis as to how its value
10 was calculated;

11 b. Plaintiff's receipt of NMTII stock was in actuality not a mere formality as they
12 never gave plaintiff any NMT stock;

13 c. The September 29, 2010 payment was in actuality not from Medtronic but from
14 NOBLES, through a representative of GYNTLECARE, and no additional monies were sent to or
15 received by plaintiff;

16 d. Neither NMT nor NOBLES ever provided plaintiff with written explanations
17 and information regarding how plaintiff's investment had been used and what ownership interest, if
18 any, he had in NMT.

19 42. By reason of conduct set forth in Paragraph 39, plaintiff did not reasonably discover
20 the fraud and deceit of NOBLES and NMT until early to mid- 2011 when he did not receive the
21 promised additional monies or written explanations of his investments.

22 43. As a direct and proximate result of the fraud of defendants NOBLES and NMT, and
23 each of them, plaintiff has been damaged in an amount to be shown according to proof at trial, but
24 which sum plaintiff is informed and believes is not less than \$1,250,000.00.

25 44. In acting as herein alleged, defendants, NOBLES, NMT, DOES 1-200, and each of
26 them, acted intentionally, maliciously, willfully, knowingly, oppressively and in conscious
27 disregard of the rights and interests of plaintiff, and with the further intent to vex, harass, injure,
28 defraud and deceive plaintiff. By reason thereof, plaintiff is entitled to exemplary and punitive

1 damages in a sum sufficient to punish and make an example of defendants, and each of them,
2 which sum will be shown according to proof at trial.

3 **FOURTH CAUSE OF ACTION**

4 (Fraud and Deceit; Against NOBLES, NMT, and DOES 1-200)

5 45. Plaintiff repeats and realleges each every allegation contained in the above paragraphs
6 1 through 43, inclusive, and by this reference incorporate the same herein as though fully set forth
7 at length.

8 46. Plaintiff is informed and believes that defendant NOBLES, acting for and on behalf of
9 NMT and NMTII, diverted some or all of what was to be plaintiff's investment in NMT to NMTII.

10 47. In or about June, 2008 until late December, 2008, NOBLES, for himself and NMT,
11 represented to plaintiff that his investment would be made in NMT, for NMT's benefit, and that
12 plaintiff would receive NMT stock.

13 48. In response to plaintiff's requests in 2009 and 2010 for his NMT stock, NOBLES
14 reiterated that plaintiff would receive NMT stock. It was not until plaintiff received stock in
15 NMTII in September, 2010, that plaintiff became aware that NOBLES, NMT and NMTII did not
16 intend to provide him with NMT stock, but rather NMTII stock. After he received the NMTII
17 stock, plaintiff was advised by NOBLES that it was a mere formality which would assist NMT in
18 being acquired and would not in any way affect plaintiff's ownership interest in and right to stock
19 of NMT.

20 49. Plaintiff reasonably relied on the representations set forth in Paragraph 46.

21 50. The representations made by NOBLES as set forth in paragraph 46 were false, and
22 NOBLES, NMT and NMTII knew that they were false, in that NOBLES diverted plaintiff's
23 intended investment in NMT to NMTII and, plaintiff is informed and believes, to one or more of
24 his other business ventures.

25 51. Plaintiff is informed and believes and thereon alleges that NOBLES, with and on
26 behalf of NMT and NMTII diverted all or part of plaintiff's intended investment in NMT to their
27 own benefit in that NMTII received said investment money even though plaintiff had not agreed to
28

1 invest in it; NOBLES infused his company NMTII with additional monies in the form of plaintiff's
2 investment; and NMT stock was not diluted.

3 52. As a direct and proximate result of the fraud of defendants NOBLES, NMT and DOES
4 1-200, and each of them, plaintiff has been damaged in an amount to be shown according to proof
5 at trial, but which sum plaintiff is informed and believes is not less than \$1,250,000.00.

6 53. In acting as herein alleged, defendants, NOBLES, NMT, and DOES 1-200, and each of
7 them, acted intentionally, maliciously, willfully, knowingly, oppressively and in conscious
8 disregard of the rights and interests of plaintiff, and with the further intent to vex, harass, injure,
9 defraud and deceive plaintiff. By reason thereof, plaintiff is entitled to exemplary and punitive
10 damages in a sum sufficient to punish and make an example of defendants, and each of them,
11 which sum will be shown according to proof at trial.

12 **FIFTH CAUSE OF ACTION**

13 (Fraud and Deceit; Against NOBLES, GYNTLECARE and DOES 1-200)

14 54. Plaintiff repeats and realleges each every allegation contained in the above paragraphs
15 1 through 43, inclusive, and by this reference incorporate the same herein as though fully set forth
16 at length.

17 55. In or about mid-2008, NOBLES, on behalf of himself and GYNTLECARE,
18 approached plaintiff and solicited plaintiff to invest in GYNTLECARE.

19 56. In connection with soliciting an investment in GYNTLECARE from plaintiff,
20 NOBLES, for himself and on behalf of GYNTLECARE, represented to plaintiff, among other
21 things, that:

22 a. He was the founder and manager of GYNTLECARE and was authorized to
23 speak for it and enter into transactions on its behalf;

24 b. He was a very successful designer of medical products and creator of successful
25 medical product and related companies with unique insight into and connections in the medical
26 products industry;

27 c. Plaintiff's return on investment in GYNTLECARE would be at least double and
28 likely triple;

1 d. Plaintiff would receive his return on investment in GYNTLECARE within two
2 to four years;

3 e. GYNTLECARE owned a number of valuable patents;

4 f. Because NOBLES was the founder, president and large shareholder of
5 GYNTLECARE, he knew the true value of GYNTLECARE's assets, including the products and
6 patents they were developing, to be greater than was known to the public, and therefore Plaintiff's
7 investment would not only be safe, but his return on investment would double or triple;

8 g. In response to plaintiff's statements that he was only interested in investing in
9 NMT, NOBLES responded that plaintiff should invest in both companies because while NMT
10 would pay its return on investment sooner than GYNTLECARE, GYNTLECARE had an even
11 greater upside than NMT;

12 h. NOBLES represented that such FDA approval would soon be obtained:

13 i. When GYNTLECARE was acquired by the major medical corporation, it would
14 sell for at least \$200,000,000.00, and plaintiff would at least double or triple his investment;

15 j. That GYNTLECARE was a viable, ongoing business and would continue to be
16 so and continued to develop products at least until the time that it was acquired by the major
17 medical corporation;

18 k. Plaintiff would be purchasing his stock from GYNTLECARE and the funds he
19 invested would be received by GYNTLECARE and used for the benefit of GYNTLECARE;

20 l. This investment in GYNTLECARE was not generally available to the public, but
21 NOBLES would make it available to plaintiff;

22 m. Plaintiff would receive stock in GYNTLECARE commensurate with his
23 investment;

24 n. Plaintiff would become a legal stockholder of GYNTLECARE, would be
25 entitled to all the benefits of being a stockholder of GYNTLECARE, including voting and other
26 rights, and the return on his investment in the event of a sale of GYNTLECARE.

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1 57. Plaintiff alleges on information and belief that in connection with soliciting an
2 investment in GYNTLECARE, NOBLES, for himself and on behalf of GYNTLECARE made the
3 following misrepresentations:

4 a. Plaintiff would receive his return on investment in GYNTLECARE within two
5 to four years;

6 b. The value of GYNTLECARE was greater than the general public knew and
7 plaintiff's investment would be safe and he would double or triple his return on investment ;

8 c. GYNTLECARE had an even greater upside than NMT;

9 d. NOBLES represented that such FDA approval would soon be obtained:

10 e. When GYNTLECARE was acquired by the major medical corporation, it would
11 sell for at least \$200,000,000.00, and plaintiff would at least double or triple his investment;

12 f. That GYNTLECARE was a viable, ongoing business and would continue to be
13 so and continued to develop products at least until the time that it was acquired by the major
14 medical corporation;

15 g. Plaintiff would be purchasing his stock from GYNTLECARE and the funds he
16 invested would be received by GYNTLECARE and used for the benefit of GYNTLECARE;

17 h. This investment in GYNTLECARE was not generally available to the public;

18 i. Plaintiff would receive stock in GYNTLECARE commensurate with his
19 investment;

20 j. Plaintiff would become a legal stockholder of GYNTLECARE, would be entitled
21 to all the benefits of being a stockholder of GYNTLECARE, including company financial
22 information and reports, notices of board and shareholder meetings, voting and other rights.

23 58. Plaintiff alleges on information and belief that the representations set forth in
24 Paragraph 57 were in fact false, as follows:

25 a. Because NOBLES and GYNTLECARE, during 2009 and 2010, and
26 unbeknownst to Plaintiff, were dismantling and informally winding down the business activities
27 of GYNTLECARE so as to render GYNTLECARE a mere shell, and stripping it of its assets so
28 that it was left a commercially inactive company with few or no assets, Plaintiff would not receive

1 any return on investment, let alone one that was double or triple, within two to four years of his
2 investment. In fact, plaintiff has not received any return on his investment whatsoever;

3 b. Because NOBLES and GYNTLECARE stripped GYNTLECARE of its assets as
4 alleged in Paragraph 58(a), the value of GYNTLECARE was not greater than the public knew,
5 plaintiff's investment was not safe, nor would he double or triple his investment;

6 c. Because NOBLES and GYNTLECARE stripped GYNTLECARE of its assets as
7 alleged in Paragraph 58(a), GYNTLECARE had no upside whatsoever;

8 d. NOBLES was not close to, nor did he have a deal in place with a major medical
9 corporation to acquire GYNTLECARE as soon as GYNTLECARE obtained FDA approval for the
10 products of GYNTLECARE. Because NOBLES and GYNTLECARE stripped GYNTLECARE
11 of its assets as alleged in Paragraph 58(a), they made both FDA approval and sale to a major
12 medical corporation impossible;

13 e. Because NOBLES and GYNTLECARE stripped GYNTLECARE of its assets as
14 alleged in Paragraph 58(a), FDA approval was not and could not be obtained;

15 f. Because NOBLES and GYNTLECARE stripped GYNTLECARE of its assets as
16 alleged in Paragraph 58(a), GYNTLECARE would not be acquired by a major medical company,
17 would not and did not sell for at least \$200,000,000.00, and plaintiff would not and did not double
18 or triple his investment;

19 g. Even if GYNTLECARE was a viable and ongoing business at the time plaintiff
20 made his investment, it immediately ceased to be so because NOBLES and GYNTLECARE
21 stripped GYNTLECARE of its assets as alleged in Paragraph 58(a);

22 h. GYNTLECARE did not receive the benefit of plaintiff's investment, thereby
23 hastening the demise of GYNTLECARE;

24 i. Plaintiff's investment in GYNTLECARE was available to the public;

25 j. Plaintiff did not receive stock in GYNTLECARE commensurate with his
26 investment and, further, because NOBLES and GYNTLECARE stripped GYNTLECARE of its
27 assets as alleged in Paragraph 58(a), the stock which plaintiff did receive was worthless;

28

1 k. Plaintiff did not receive all the benefits of being a stockholder of
2 GYNTLECARE and, in fact, was denied such rights, including access to company financial
3 information, notices of board and shareholder meetings, and the right to vote.

4 59. Plaintiff is informed and believes and thereon alleges that NOBLES and
5 GYNTLECARE knew the representations made in Paragraph 57 to be false, or did not believe
6 them to be true at the time they were made, or concealed the fact that they were in the process of or
7 intended to soon strip GYNTLECARE of its assets as alleged in Paragraph 58(a), and made them
8 with the intent to induce plaintiff to make the investment of \$1,250,000.00 in GYNTLECARE.

9 60. Plaintiff reasonably relied on the representations set forth in Paragraph 57, and
10 believing them to be true, plaintiff agreed to invest the sum of \$1,250,000.00 in GYNTLECARE.
11 Plaintiff in fact paid said sum beginning in June 11, 2008 and ending on December 29, 2008.

12 61. After obtaining plaintiff's \$1,250,000.00, defendant NOBLES for and on behalf of
13 himself and GYNTLECARE, and each of them, concealed their fraud from plaintiff by:

14 a. Responding to plaintiff's repeated requests for his GYNTLECARE stock made
15 between February, 2009 and late September, 2010, by promising that they were working on the
16 documentation and would soon send him his GYNTLECARE stock, together with explanations
17 and analysis as to how its value was calculated;

18 b. In September, 2010 promising to provide plaintiff with written explanations and
19 information regarding how plaintiff's investment had been used and what ownership interest, if
20 any, he had in GYNTLECARE.

21 62. The conduct set forth in Paragraph 60 was deceitful in that:

22 a. Between February, 2009 and late September, 2010, NOBLES and
23 GYNTLECARE were not working on documentation for plaintiff regarding his investment in
24 GYNTLECARE, they did not in fact send him his GYNTLECARE stock until late in September,
25 2010, nor did they send him any explanations and analysis as to how its value was calculated;

26 b. Neither GYNTLECARE nor NOBLES ever provided plaintiff with written
27 explanations and information regarding how plaintiff's investment had been used and what
28 ownership interest, if any, he had in GYNTLECARE.

1 a. NOBLES was about to finalize the agreement with Medtronic, a large medical
2 technology company, whereby Medtronic would acquire NMT;

3 b. In order to finalize said acquisition agreement, NMT required additional
4 working capital of about \$750,000.00, and that it was thus an opportune time for plaintiff to further
5 invest in NMT as plaintiff would immediately double or triple his additional investment.

6 69. In response to NOBLES' solicitation for the additional investment in NMT, plaintiff
7 advised NOBLES that he did not have any additional funds to invest. NOBLES was aware that
8 plaintiff owned a valuable Ferrari 275 GTB, and NOBLES suggested that plaintiff deliver the
9 Ferrari to NOBLES, through another of NOBLES' companies, Andiamo 360 LLC, and NOBLES
10 could use the Ferrari in order to obtain the additional \$750,000.00. In this regard, NOBLES
11 represented that he would only use the Ferrari as might be necessary as collateral to obtain the
12 additional \$750,000.00, and plaintiff would retain the original ownership documents. NOBLES
13 represented to plaintiff that upon delivery of the Ferrari to NOBLES, NOBLES would increase
14 plaintiff's investment in NMT by the amount of \$750,000.00. Relying on these representations of
15 material fact, plaintiff agreed to and did, in fact, ship his Ferrari to NOBLES, through Andiamo
16 360 LLC.

17 70. Plaintiff is now and at all times herein mentioned was the owner of the Ferrari and has
18 the original title documents for the Ferrari.

19 71. Plaintiff is informed and believes and thereon alleges that in or about January, 2010,
20 NOBLES, or someone acting at his direction, forged plaintiff's signature to a bill of sale for the
21 Ferrari in order to improperly obtain titled for the vehicle. Plaintiff further alleges that NOBLES
22 concealed the fact of this forgery from plaintiff.

23 72. NOBLES, for himself and NMT, acted fraudulently and deceitfully by forging or
24 causing plaintiff's name to be forged to a bill of sale for the Ferrari in order to deprive plaintiff of
25 his ownership of the vehicle and to conceal from plaintiff the fact that NOBLES, through Andiamo
26 360 LLC, purported to own the vehicle, and by not increasing plaintiff's investment in NMT by
27 \$750,000 or otherwise paying to plaintiff said sum.

28

1 2. the GYNTLECARE stock purchase transaction;
2 3. the Ferrari transaction;

3 and,

4 B. Demands that:

5 1. NOBLES, NMT and NMTII return and restore to plaintiff the
6 \$1,250,000.00 which he paid for NMT stock but for which he received NMTII stock, together with
7 all additional damages to be shown according to proof at trial;

8 2. NOBLES and GYNTLECARE return and restore to plaintiff the
9 \$1,250,000.00 which he paid for GYNTLECARE stock, together with all additional damages to be
10 shown according to proof at trial;

11 and,

12 3. NOBLES and NMT return and restore to plaintiff the subject Ferrari,
13 together with all additional damages to be shown according to proof at trial.

14

15 79. By service of his Second Amended Complaint herein, plaintiff offered to restore all
16 consideration furnished by defendants, and each of them, to wit: the shares of NMTII stock and
17 GYNTLECARE stock which plaintiff received.

18 80. Plaintiff is informed and believes and thereon alleges that by reason of the foregoing,
19 defendants, and each of them, have been unjustly enriched, as follows:

20 a. NOBLES, NMT and NMTII in an amount to be shown according to proof at
21 trial, but not less than \$2,000,000.00 which is comprised of the sum of \$1,250,000.00 which
22 plaintiff invested in NMT (but for which he received NMTII stock) and the minimum value of the
23 Ferrari of \$750,000.00;

24 b. NOBLES and GYNTLECARE in an amount to be shown according to proof at
25 trial, but not less than \$1,250,000.00 which consists of the sum of \$1,250,000.00 which plaintiff
26 invested in GYNTLECARE.

27 81. In acting as herein alleged, defendants, and each of them, acted intentionally,
28 maliciously, willfully, knowingly, oppressively and in conscious disregard of the rights and

1 interests of plaintiff, and with the further intent to vex, harass, injure, defraud and deceive plaintiff
2 and deprive him of his money and vehicle. By reason thereof, plaintiff is entitled to exemplary
3 and punitive damages in a sum sufficient to punish and make an example of defendants, and each
4 of them, which sum will be shown according to proof at trial.

5 **EIGHTH CAUSE OF ACTION**

6 (Negligent Misrepresentation; Against NOBLES, NMT, and DOES 1-200)

7 82. Plaintiff repeats and realleges each every allegation contained in the above paragraphs
8 1 through 11, inclusive, and by this reference incorporates the same herein as though fully set forth
9 at length.

10 83. In or about mid-2008, NOBLES, on behalf of himself and NMT, approached plaintiff
11 and solicited plaintiff to invest in NMT.

12 84. In connection with soliciting an investment in NMT from plaintiff, NOBLES, for
13 himself and on behalf of NMT, represented to plaintiff, among other things, that:

14 a. He was the founder and manager of NMT and was authorized to speak for it and
15 enter into transactions on its behalf;

16 b. He was a very successful designer of medical products and creator of successful
17 medical product and related companies with unique insight into and connections in the medical
18 products industry;

19 c. Plaintiff's return on investment in NMT would be at least double and likely
20 triple;

21 d. Plaintiff would receive his return on investment in NMT within two years;

22 e. NMT owned a number of valuable patents;

23 f. NMT had acquired the assets of Sutura, Inc., which was a very profitable
24 company;

25 g. Because NOBLES was the founder, president and large shareholder of Sutura,
26 and was also the founder, president and large shareholder of NMT, he knew the true value of
27 NMT's assets, including the products and patents they were developing, to be greater than the
28

1 public knew, and therefore Plaintiff's investment would not only be safe, but his return on
2 investment would double or triple in a short time;

3 h. NOBLES was close to or had a deal in place with a major medical corporation
4 whereby such major medical corporation would acquire NMT as soon as NMT obtained FDA
5 approval for the products of NMT.

6 i. NOBLES represented that such FDA approval would soon be obtained:

7 j. When NMT was acquired by the major medical corporation, it would sell for at
8 least \$150,000,000.00, and plaintiff would double or triple his investment;

9 k. Plaintiff would be purchasing his stock from NMT and the funds he invested
10 would be received by NMT and used for the benefit of NMT;

11 l. This investment in NMT was not generally available to the public, but NOBLES
12 would make it available to plaintiff;

13 m. Plaintiff would become a legal stockholder of NMT, would be entitled to all the
14 benefits of being a stockholder of NMT, including voting and other rights, and the return on his
15 investment in the event of a sale of NMT.

16 85. In connection with soliciting an investment in NMT from plaintiff, NOBLES, for
17 himself and on behalf of NMT made the following further representations to plaintiff:

18 a. Plaintiff would receive NMT stock commensurate with the amount of his
19 investment;

20 b. Plaintiff's return on investment in NMT would be at least double and likely
21 triple;

22 c. Plaintiff would receive his return on investment in NMT within two years;

23 d. Because NOBLES was the founder, president and large shareholder of NMT, he
24 knew the true value of NMT's assets, including the products and patents they were developing,
25 which was not generally known to the public, and that the true value of NMT was much greater
26 than was known to the general public. Accordingly, NOBLES stated that Plaintiff's investment
27 would not only be safe, but his return on investment would double or triple in a short time;

28

1 e. Plaintiff would be purchasing his stock from NMT, not NOBLES, and the funds
2 he invested would be received by NMT and used for the benefit of NMT;

3 f. This investment in NMT was not generally available to the public, but NOBLES
4 would make it available to plaintiff;

5 g. Plaintiff would become a legal stockholder of NMT, would be entitled to all the
6 benefits of being a stockholder of NMT, including voting and other rights, and the return on his
7 investment in the event of a sale of NMT;

8 h. If NMT was sold to Medtronics, plaintiff's investment would double or triple.

9 86. The representations set forth in paragraph 35 were in fact false at the time they were
10 made in that:

11 a. Plaintiff did not receive NMT stock commensurate with the amount of his
12 investment;

13 b. Plaintiff's did not receive a double or triple return on investment in NMT;

14 c. Plaintiff did not receive any return on investment in NMT within two years;

15 d. Plaintiff is informed and believes and thereon alleges that NOBLES overstated
16 the value of NMT to plaintiff and that NMT's true value was not materially greater than that
17 known to the general public, and that plaintiff's investment was neither safe nor did it ever double
18 or triple.

19 e. Plaintiff, unbeknownst to him, was not actually purchasing his stock from NMT,
20 but rather from NOBLES, and the funds which plaintiff thought he was investing in NMT were not
21 received by nor used by NMT, but were received by NOBLES. Plaintiff is informed and believes
22 and thereon alleges that NOBLES used these monies for his own purposes, including as seed
23 money for one or more of his other business ventures;

24 f. Plaintiff is informed and believes that the investment in NMT was generally
25 available to the public;

26 g. Plaintiff did not become a legal stockholder of NMT and did not receive all the
27 benefits of being a stockholder of NMT, including voting and other rights, and the return on his
28 investment in the event of a sale of NMT;

1 h. Plaintiff is informed and believes and thereon alleges that NMT was sold to
2 Medtronics in or about September, 2010, but plaintiff did not receive double or triple return on his
3 investment.

4 87. Defendants NOBLES and NMT, and each of them, made the representations set forth
5 in Paragraph 86 with no reasonable grounds for believing them to be true, and with the intent to
6 induce plaintiff to rely thereon.

7 88. Plaintiff reasonably relied on the representations set forth in Paragraph 87, and
8 believing them to be true, plaintiff agreed to invest the sum of \$1,250,000.00 in NMT. Plaintiff in
9 fact paid said sum beginning in June 11, 2008 and ending on December 29, 2008.

10 89. After obtaining plaintiff's \$1,250,000.00, defendants NOBLES for and on behalf of
11 himself and NMT, and each of them, concealed their fraud from plaintiff by:

12 a. Responding to plaintiff's repeated requests for his NMT stock made between
13 February, 2009 and late September, 2010, by promising that they were working on the
14 documentation and would soon send him his NMT stock, together with explanations and analysis
15 as to how its value was calculated;

16 b. Responding to plaintiff's concern after receiving NMTII stock rather than NMT
17 stock in September, 2010, by representing that it was a mere formality which did not affect his
18 interest in NMT;

19 c. On or about September 29, 2010, NOBLES sending plaintiff the sum of
20 \$435,842.39, purportedly as partial payment for plaintiff's purported NMT stock, with promises
21 and assurances that additional monies would be forthcoming from NMT in the next "six to eight
22 months";

23 d. In September, 2010 promising to provide plaintiff with written explanations and
24 information regarding how plaintiff's investment had been used and what ownership interest, if
25 any, he had in NMT.

26 90. The conduct set forth in Paragraph 90 was misleading in that:

27 a. Between February, 2009 and late September, 2010, NOBLES and NMT were
28 not working on documentation for plaintiff regarding his investment in NMT, they did not in fact

1 send him his NMT stock, nor did they send him any explanations and analysis as to how its value
2 was calculated;

3 b. Plaintiff's receipt of NMTII stock was in actuality not a mere formality as they
4 never gave plaintiff any NMT stock;

5 c. The September 29, 2010 payment was in actuality not from Medtronic but from
6 NOBLES, through a representative of GYNTLECARE, and no additional monies were sent to or
7 received by plaintiff;

8 d. Neither NMT nor NOBLES ever provided plaintiff with written explanations
9 and information regarding how plaintiff's investment had been used and what ownership interest, if
10 any, he had in NMT.

11 91. By reason of conduct set forth in Paragraphs 89 and 90, plaintiff did not reasonably
12 discover the negligence of NOBLES and NMT until early to mid- 2011 when he did not receive
13 the promised additional monies or written explanations of his investments.

14 92. As a direct and proximate result of the negligent misrepresentations of defendants
15 NOBLES and NMT, and each of them, plaintiff has been damaged in an amount to be shown
16 according to proof at trial, but which sum plaintiff is informed and believes is not less than
17 \$1,250,000.00.

18 **NINTH CAUSE OF ACTION**

19 (Negligent Misrepresentation; Against NOBLES, GYNTLECARE and DOES 1-200)

20 93. Plaintiff repeats and realleges each every allegation contained in the above paragraphs
21 1 through 11, inclusive, and by this reference incorporate the same herein as though fully set forth
22 at length.

23 94. In or about mid-2008, NOBLES, on behalf of himself and GYNTLECARE,
24 approached plaintiff and solicited plaintiff to invest in GYNTLECARE.

25 95. In connection with soliciting an investment in GYNTLECARE from plaintiff,
26 NOBLES, for himself and on behalf of GYNTLECARE, represented to plaintiff, among other
27 things, that:
28

- 1 a. He was the founder and manager of GYNTLECARE and was authorized to
2 speak for it and enter into transactions on its behalf;
- 3 b. He was a very successful designer of medical products and creator of successful
4 medical product and related companies with unique insight into and connections in the medical
5 products industry;
- 6 c. Plaintiff's return on investment in GYNTLECARE would be at least double and
7 likely triple;
- 8 d. Plaintiff would receive his return on investment in GYNTLECARE within two
9 to four years;
- 10 e. GYNTLECARE owned a number of valuable patents;
- 11 f. Because NOBLES was the founder, president and large shareholder of
12 GYNTLECARE, he knew the true value of GYNTLECARE's assets, including the products and
13 patents they were developing, to be greater than was known to the public, and therefore Plaintiff's
14 investment would not only be safe, but his return on investment would double or triple;
- 15 g. In response to plaintiff's statements that he was only interested in investing in
16 NMT, NOBLES responded that plaintiff should invest in both companies because while NMT
17 would pay its return on investment sooner than GYNTLECARE, GYNTLECARE had an even
18 greater upside than NMT;
- 19 h. NOBLES represented that such FDA approval would soon be obtained:
- 20 i. When GYNTLECARE was acquired by the major medical corporation, it would
21 sell for at least \$200,000,000.00, and plaintiff would at least double or triple his investment;
- 22 j. That GYNTLECARE was a viable, ongoing business and would continue to be
23 so and continued to develop products at least until the time that it was acquired by the major
24 medical corporation;
- 25 k. Plaintiff would be purchasing his stock from GYNTLECARE and the funds he
26 invested would be received by GYNTLECARE and used for the benefit of GYNTLECARE;
- 27 l. This investment in GYNTLECARE was not generally available to the public, but
28 NOBLES would make it available to plaintiff;

1 m. Plaintiff would receive stock in GYNTLECARE commensurate with his
2 investment;

3 n. Plaintiff would become a legal stockholder of GYNTLECARE, would be
4 entitled to all the benefits of being a stockholder of GYNTLECARE, including voting and other
5 rights, ad the return on his investment in the event of a sale of GYNTLECARE.

6 96. Plaintiff alleges on information and belief that in connection with soliciting an
7 investment in GYNTLECARE, NOBLES, for himself and on behalf of GYNTLECARE made the
8 following misrepresentations:

9 a. Plaintiff would receive his return on investment in GYNTLECARE within two
10 to four years;

11 b. The value of GYNTLECARE was greater than the general public knew and
12 plaintiff's investment would be safe and he would double or triple his return on investment ;

13 c. GYNTLECARE had an even greater upside than NMT;

14 d. NOBLES represented that such FDA approval would soon be obtained:

15 e. When GYNTLECARE was acquired by the major medical corporation, it would
16 sell for at least \$200,000,000.00, and plaintiff would at least double or triple his investment;

17 f. That GYNTLECARE was a viable, ongoing business and would continue to be
18 so and continued to develop products at least until the time that is was acquired by the major
19 medical corporation;

20 g. Plaintiff would be purchasing his stock from GYNTLECARE and the funds he
21 invested would be received by GYNTLECARE and used for the benefit of GYNTLECARE;

22 h. This investment in GYNTLECARE was not generally available to the public;

23 i. Plaintiff would receive stock in GYNTLECARE commensurate with his
24 investment;

25 j. Plaintiff would become a legal stockholder of GYNTLECARE, would be entitled
26 to all the benefits of being a stockholder of GYNTLECARE, including company financial
27 information and reports, notices of board and shareholder meetings, voting and other rights.
28

1 97. Plaintiff alleges on information and belief that the representations set forth in
2 Paragraph 96 were in fact false, as follows:

3 a. Because NOBLES and GYNTLECARE, during 2009 and 2010, and
4 unbeknownst to Plaintiff, were dismantling and informally winding down the business activities
5 of GYNTLECARE so as to render GYNTLECARE a mere shell, and stripping it of its assets so
6 that it was left a commercially inactive company with few or no assets, Plaintiff would not receive
7 any return on investment, let alone one that was double or triple, within two to four years of his
8 investment. In fact, plaintiff has not received any return on his investment whatsoever;

9 b. Because NOBLES and GYNTLECARE stripped GYNTLECARE of its assets as
10 alleged in Paragraph 97(a), the value of GYNTLECARE was not greater than the public knew,
11 plaintiff's investment was not safe, nor would he double or triple his investment;

12 c. Because NOBLES and GYNTLECARE stripped GYNTLECARE of its assets as
13 alleged in Paragraph 97(a), GYNTLECARE had no upside whatsoever;

14 d. NOBLES was not close to, nor did he have a deal in place with a major medical
15 corporation to acquire GYNTLECARE as soon as GYNTLECARE obtained FDA approval for the
16 products of GYNTLECARE. Because NOBLES and GYNTLECARE stripped GYNTLECARE
17 of its assets as alleged in Paragraph 97(a), they made both FDA approval and sale to a major
18 medical corporation impossible;

19 e. Because NOBLES and GYNTLECARE stripped GYNTLECARE of its assets as
20 alleged in Paragraph 97(a), FDA approval was not and could not be obtained;

21 f. Because NOBLES and GYNTLECARE stripped GYNTLECARE of its assets as
22 alleged in Paragraph 97(a), GYNTLECARE would not be acquired by a major medical company,
23 would not and did not sell for at least \$200,000,000.00, and plaintiff would not and did not double
24 or triple his investment;

25 g. Even if GYNTLECARE was a viable and ongoing business at the time plaintiff
26 made his investment, it immediately ceased to be so because NOBLES and GYNTLECARE
27 stripped GYNTLECARE of its assets as alleged in Paragraph 97(a);
28

1 h. GYNTLECARE did not receive the benefit of plaintiff's investment, thereby
2 hastening the demise of GYNTLECARE;

3 i. Plaintiff's investment in GYNTLECARE was available to the public;

4 j. Plaintiff did not receive stock in GYNTLECARE commensurate with his
5 investment and, further, because NOBLES and GYNTLECARE stripped GYNTLECARE of its
6 assets as alleged in Paragraph 97(a), the stock which plaintiff did receive was worthless;

7 k. Plaintiff did not receive all the benefits of being a stockholder of
8 GYNTLECARE and, in fact, was denied such rights, including access to company financial
9 information, notices of board and shareholder meetings, and the right to vote.

10 98. Plaintiff is informed and believes and thereon alleges that NOBLES and
11 GYNTLECARE, and each of them, made the representations set forth in Paragraph 96 with no
12 reasonable grounds for believing them to be true, and with the intent to induce plaintiff to rely
13 thereon. With respect to the representations alleged at Paragraph 96 (a) - (f) and (i), in particular,
14 plaintiff is informed and believes and thereon alleges that NOBLES and GYNTLECARE did not
15 have reasonable grounds to make them because they knew or should have known that they were or
16 would soon be stripping GYNTLECARE of its assets as alleged in Paragraph 97(a).

17 99. Plaintiff reasonably relied on the representations set forth in Paragraph 97, and
18 believing them to be true, plaintiff agreed to invest the sum of \$1,250,000.00 in GYNTLECARE.
19 Plaintiff in fact paid said sum beginning in June 11, 2008 and ending on December 29, 2008.

20 100. After obtaining plaintiff's \$1,250,000.00, defendant NOBLES for and on behalf of
21 himself and GYNTLECARE, and each of them, concealed their misrepresentations from plaintiff
22 by:

23 a. Responding to plaintiff's repeated requests for his GYNTLECARE stock made
24 between February, 2009 and late September, 2010, by promising that they were working on the
25 documentation and would soon send him his GYNTLECARE stock, together with explanations
26 and analysis as to how its value was calculated;

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1 111. Said sum of \$1,250,000.00 consists of the \$1,250,000.00 which plaintiff invested in
2 GYNTLECARE in reliance on the misrepresentations of NOBLES and GYNTLECARE, all as set
3 forth with greater particularity in Paragraphs 23 -30 and 55 - 60.

4 112. Neither the whole nor any part of said sum has been paid, although demand therefor
5 has been made, and there is now due, owing and unpaid the principal sum of \$1,250,000.00,
6 together with interest thereon at the legal rate.

7 **TWELFTH CAUSE OF ACTION**

8 (Accounting; Against All Defendants)

9 113. Plaintiff repeats and realleges each every allegation contained in the above
10 paragraphs 1 through 112, inclusive, and by this reference incorporates the same herein as thought
11 fully set forth at length.

12 114. Plaintiff is informed and believes and thereon alleges that by reason of the foregoing,
13 defendants, and each of them, have, hold and continue to have and hold monies in their possession
14 for the benefit of plaintiff and which rightfully belong to plaintiff including, but not limited to,
15 plaintiff's investment, plaintiff's share of the proceeds from the sale to Medtronics, and certain
16 dividends, distributions and payouts from NMT, NMTII and/or GYNTLECARE or such other
17 entities as defendants may have diverted plaintiff's money to.

18 115. Because defendants, and each of them, have exclusive control and custody of the
19 documents and records necessary to determine the exact nature and amount of said monies, how
20 plaintiff's investment was used, and plaintiff's interests in said entities, and because of the
21 complexity of the underlying transactions, the exact amount of said monies cannot be ascertained
22 without an accounting of said transactions, monies received, and monies expended.

23 116. Without an accounting, plaintiff cannot ascertain where his money went, what
24 companies his money was invested in, when this was done, the value of those investments from the
25 time that plaintiff gave his money to defendants in late 2008 to the present, and what benefits such
26 as dividends, he may be entitled to. With respect to NMTII, in particular, an accounting is
27 necessary for plaintiff to determine, among other things, if all or any of his investment was ever
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1 received by NMTII, how it was used, and, if received by NMTII, what benefits plaintiff may be
2 entitled to such as additional stock, dividends or other benefits.

3 117. Accordingly, Plaintiff is entitled to and hereby request an order for such an
4 accounting from defendants, and each of them, and to recover all monies which said accounting
5 establishes are owed to Plaintiff.

6 **THIRTEENTH CAUSE OF ACTION**

7 (Intentional Infliction of Emotional Distress; Against All Defendants Except NMTII)

8 118. Plaintiff repeats and realleges each every allegation contained in the above
9 paragraphs 1 through 112, inclusive, and by this reference incorporates the same herein as though
10 fully set forth at length.

11 119. Plaintiff is informed and believes, and thereon alleges, that in acting as herein
12 alleged, including but not limited to making the alleged misrepresentations and engaging in the
13 alleged acts of fraud, deception, false promises and concealment, defendants NOBLES, NMT,
14 GYNTLECARE and DOES 1 -200, and each of them, intended to and did in fact cause plaintiff
15 great mental pain, mental anguish, shock, anxiety, and emotional distress.

16 120. Plaintiff is informed and believes and thereon alleges that the conduct of said
17 defendants, and each of them, as alleged herein, was outrageous and beyond the bounds of decency
18 such that a reasonable person should not be expected to endure it.

19 121. Plaintiff is informed and believes and thereon alleges that at all times herein
20 mentioned said defendants, and each of them, knew that he or its conduct was outrageous and
21 beyond the bounds of decency and that it would cause plaintiff great mental pain, mental anguish,
22 shock, anxiety, and emotional distress.

23 122. By reason of the foregoing, plaintiff is entitled to damages against defendants
24 NOBLES, NMT, GYNTLECARE and DOES 1-200, and each of them, in an amount to be shown
25 according to proof at trial.

26 123. By reason of the foregoing, plaintiff is entitled to punitive and exemplary damages in
27 an amount sufficient to punish and make an example of defendants NOBLES, NMT,
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1 GYNTLECARE and DOES 1 - 200, and each of them, which amount will be shown according to
2 proof at trial.

3 **FOURTEENTH CAUSE OF ACTION**

4 (Replevin; Against Defendants NOBLES, NMT and DOES 1-200)

5 124. Plaintiff repeats and realleges each every allegation contained in the above
6 paragraphs 1 through 75, inclusive, and by this reference incorporates the same herein as though
7 fully set forth at length.

8 125. Plaintiff is now, and at all times herein mentioned was, the owner of the above-
9 described Ferrari 275 GTB automobile, identification number 06575, which plaintiff is informed
10 and believes and thereon alleges is currently valued at not less than \$1,000,000.00.

11 126. Plaintiff is entitled to the immediate and exclusive possession of said Ferrari
12 automobile.

13 127. In or about September, 2009, and as alleged above, defendants NOBLES, NMT and
14 DOES 1 - 200 wrongfully took possession of said Ferrari automobile and, plaintiff is informed and
15 believes and thereon alleges that, in or about January, 2010, NOBLES forged or caused to be
16 forged a bill of sale for the Ferrari.

17 128. On several occasions, most recently on or about May 29, 2013, plaintiff demanded
18 the return of his property to him. Defendants NOBLES, NMT and DOES 1 - 200, and each of
19 them, have failed and refused, and continue to fail and refuse to return plaintiff's property, and
20 continue to withhold possession of it from plaintiff in violation of plaintiff's right to immediate and
21 exclusive possession of it.

22 129. During, and as a proximate result of, said defendants' wrongful possession and
23 detention of said personal property, plaintiff suffered the loss of the use and enjoyment of his
24 personal property, the value of which loss will be shown according to proof at trial.

25 130. In taking, wrongfully possessing, and wrongfully detaining plaintiff's property,
26 defendants, NOBLES, NMT and DOES 1-200, and each of them, acted willfully and with the
27 intent to cause injury to plaintiff in that, among other things, they obtained possession of the
28 automobile through fraud and deception. By reason thereof, plaintiff is entitled to an award of

1 punitive and exemplary damages in a sum sufficient to punish and make an example of said
2 defendants, and each of them, in an amount to be shown according to proof at trial.

3
4 **FIFTEENTH CAUSE OF ACTION**

5 (Conversion; Against NOBLES, NMT, NMTII and DOES 1 - 200)

6 131. Plaintiff repeats and realleges each every allegation contained in the above
7 paragraphs 1 through 129, inclusive, and by this reference incorporates the same herein as though
8 fully set forth at length.

9 132. As alleged herein, defendants NOBLES, NMT and DOES 1 - 200, and each of them,
10 wrongfully interfered with plaintiff's interests in:

11 A. The \$1,250,000.00 which plaintiff believed he was directly investing in NMT
12 but which NOBLES, NMT and NMTII diverted to their own uses as more particularly alleged in
13 Paragraphs 13 - 19, 36 - 39, and 46 - 51; and,

14 B. The subject Ferrari, as more particularly alleged in Paragarphs 68 - 73 by,
15 among other things, using fraud and deception to cause plaintiff to deliver said automobile to
16 defendants; and, failing and refusing and continuing to fail and refuse to return said automobile to
17 plaintiff despite his demands therefor.

18 133. By reason thereof, plaintiff has been damaged in an amount to be shown according to
19 proof at trial, but which amount plaintiff is informed and believes is not less than \$2,000,000.00.
20 Alternatively, plaintiff is entitled to damages and repossession of the converted property and will
21 seek its election of remedies at trial. Plaintiff is further entitled to compensation for the time and
22 money expended in pursuit of his property.

23 134. In acting as herein alleged, defendants NOBLES, NMT, NMTII and DOES 1 - 200,
24 and each of them, acted with oppression, fraud, malice, and in conscious disregard of the rights of
25 plaintiff, and plaintiff is therefore entitled to punitive damages according to proof at trial.
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1 135. Plaintiff is further entitled to the imposition of a constructive trust on the converted
2 automobile and monies and the fruit thereof, and is entitled to a tracing with respect to same.

3 **SIXTEENTH CAUSE OF ACTION**

4 (Conversion; Against NOBLES, GYNTLECARE and DOES 1 - 200)

5 136. Plaintiff repeats and realleges each every allegation contained in the above
6 paragraphs 1 through 129, inclusive, and by this reference incorporates the same herein as though
7 fully set forth at length.

8 137. As alleged herein, defendants NOBLES, GYNTLECARE and DOES 1 - 200, and
9 each of them, wrongfully interfered with plaintiff's interests in the \$1,250,000.00 which plaintiff
10 believed he was directly investing in GYNTLECARE in that, among other things, said monies
11 were not invested in GYNTLECARE but were diverted to NOBLES, as alleged with greater
12 particularity in Paragraphs 23 - 30 and 55 - 60.

13 138. By reason thereof, plaintiff has been damaged in an amount to be shown according to
14 proof at trial, but which amount plaintiff is informed and believes is not less than \$1,250,000.00.
15 Alternatively, plaintiff is entitled to damages and repossession of the converted property and will
16 seek its election of remedies at trial. Plaintiff is further entitled to compensation for the time and
17 money expended in pursuit of his property.

18 139. In acting as herein alleged, defendants NOBLES, GYNTLECARE and DOES 1 -
19 200, and each of them, acted with oppression, fraud, malice, and in conscious disregard of the
20 rights of plaintiff, and plaintiff is therefore entitled to punitive damages according to proof at trial.

21 140. Plaintiff is further entitled to the imposition of a constructive trust on the converted
22 monies and the fruit thereof, and is entitled to a tracing with respect to same.

23 **SEVENTEENTH CAUSE OF ACTION**

24 (Constructive Trust; Against All Defendants Except GYNTLECARE)

1 141. Plaintiff repeats and realleges each every allegation contained in the above
2 paragraphs 1 through 135, inclusive, and by this reference incorporates the same herein as though
3 fully set forth at length.

4 142. Plaintiff is informed and believes and thereon alleges that defendants NOBLES,
5 NMT, NMTII and DOES 1 - 200), and each of them, wrongfully diverted some or all of his
6 investment to their own use, and into companies or endeavors other than GYNTLECARE and
7 NMT. In particular, plaintiff is informed and believes and thereon alleges that:

8 A. Some or all of the \$1,250,000.00 which plaintiff intended to directly invest in
9 NMT was wrongfully diverted to NOBLES, NMTII and other businesses controlled by NOBLES;

10 B. Some or all of the \$1,250,000.00 which plaintiff intended to directly invest in
11 GYNTLECARE was wrongfully diverted to NOBLES and business controlled by NOBLES;

12 C. Title to the subject Ferrari was forged to an entity controlled by NOBLES, to
13 wit, ANDIAMO 360, LLC.

14 143. Plaintiff is entitled to a constructive trust on such sums of money and the subject
15 Ferrari (or if it has been liquidated, the proceeds therefrom) against NOBLES, NMT, NMTII and
16 DOES 1 - 200, and on all assets derived therefrom..

17
18 **EIGHTEENTH CAUSE OF ACTION**

19 (Injunctive Relief; Against All Defendants)

20 144. Plaintiff repeats and realleges each every allegation contained in the above
21 paragraphs 1 through 143, inclusive, and by this reference incorporates the same herein as though
22 fully set forth at length.

23 145. The conduct of defendants, and each of them, is continuous, pervasive and contrary to
24 the rights of plaintiff, including defendants' continued refusal to provide plaintiff with information
25 related to his ownership rights in defendants, to recognize plaintiff as an owner of NMT and
26 GYNTLECARE, to return plaintiff's automobile, or to deliver to plaintiff his NMT stock.

1 146. With respect to NMTII in particular, plaintiff is informed and believes and thereon
2 alleges that NMTII wrongfully received monies from plaintiff which were intended for NMT,
3 converted said monies to its own use, and has benefited from the used of said monies.

4 147. Money damages alone are an inadequate remedy in that, among other things, plaintiff
5 is entitled to the return of his Ferrari automobile from NOBLES and NMT, and would require an
6 injunctive order of this Court for same; plaintiff is entitled to his stock in NMT, including
7 recognition by NMT of his ownership interest and treatment consistent therewith, such as
8 entitlement to dividends, notices of shareholder meetings, financial reports and access to corporate
9 records, all of which require an injunctive order of this Court; and, plaintiff is entitled to his share
10 in in such other companies as defendants may have placed his money into, as well as the fruits of
11 that money, including recognition of his interest(s) therein and his ownership rights such as
12 entitlement to dividends, sale proceeds, notices of shareholder meetings, financial reports and
13 access to corporate records, all of which require an order of this Court, and plaintiff is entitled to
14 an injunctive order of this Court requiring NMTII to return plaintiff's money, disgorge any and all
15 profits and benefits obtained therefrom, and to provide plaintiff with all of the benefits and rights
16 associated with the stock he received from NMTII including, but not limited to, voting rights,
17 financial information, and dividends.

18 148. Plaintiff is informed and believes and thereon alleges that unless and until enjoined
19 and restrained by order of this court, defendants, NOBLES, NMT, NMTII and DOES 1 - 200, and
20 each of them, will continue to act as herein alleged to the detriment of plaintiff. Plaintiff is further
21 informed and believes and thereon further alleges that said conduct by said defendants, and each of
22 them, will cause great and irreparable injury to plaintiff by, among other things, denying him his
23 shareholder interest and benefits, and his right to his property, including his Ferrari and his NMT
24 stock.

25 149. Plaintiff has no adequate remedy at law for the injuries being suffered as a result of
26 said conduct in that the injury caused thereby is irreparable, difficult to quantify and cannot
27 adequately be compensated.

28

1 150. By reason thereof, plaintiff is entitled to temporary, preliminary and permanent
2 injunctive relief.

3
4 WHEREFORE, Plaintiff prays for judgment against defendants, and each of them, as
5 follows:

- 6 1. On the First Cause of Action against NOBLES, NMT and DOES 1-200 for:
 - 7 a. damages for promissory fraud according to proof at trial;
 - 8 b. punitive and exemplary damages according to proof at trial;
 - 9 c. interest at the legal rate;
- 10 2. On the Second Cause of Action against NOBLES, GYNTLECARE and DOES 1-200
11 for:
 - 12 a. damages for promissory fraud according to proof at trial;
 - 13 b. punitive and exemplary damages according to proof at trial;
 - 14 c. interest thereon at the legal rate;
- 15 3. On the Third Cause of Action against NOBLES, NMT and DOES 1-200 for:
 - 16 a. damages for fraud according to proof at trial;
 - 17 b. punitive and exemplary damages according to proof at trial;
 - 18 c. interest at the legal rate;
- 19 4. On the Fourth Cause of Action against NOBLES, NMT, and DOES 1-200 for:
 - 20 a. damages for fraud and deceit according to proof at trial;
 - 21 b. punitive and exemplary damages according to proof at trial;
 - 22 c. interest at the legal rate;
- 23 5. On the Fifth Cause of Action against NOBLES, GYNTLECARE and DOES 1-200 for:
 - 24 a. damages for fraud and deceit according to proof at trial;
 - 25 b. punitive and exemplary damages according to proof at trial;
 - 26 c. interest at the legal rate;
- 27 6. On the Sixth Cause of Action against NOBLES, NMT and DOES 1-200 for:
 - 28 a. damages for fraud and deceit according to proof at trial;

- 1 b. punitive and exemplary damages according to proof at trial;
- 2 c. interest at the legal rate;
- 3 7. On the Seventh Cause of Action against all defendants for:
- 4 a. damages for fraud and deceit according to proof at trial;
- 5 b. damages for unjust enrichment according to proof at trial;
- 6 c. rescission of the NMT agreements (including the Ferrari agreement) and the
- 7 GYNTLECARE agreement, and restitution of all consideration paid by plaintiff in connection
- 8 therewith;
- 9 d. an order that defendants return to plaintiff the subject Ferrari 275 GTB, together
- 10 with title thereto free and clear of all claims and/or liens;
- 11 e. punitive and exemplary damages according to proof;
- 12 f. for interest at the legal rate;
- 13 8. On the Eighth Cause of Action against NOBLES, NMT and DOES 1-200 for damages
- 14 for negligent misrepresentation according to trial;
- 15 9. On the Ninth Cause of Action NOBLES, GYNTLECARE and DOES 1-200 for
- 16 damages for negligent misrepresentation;
- 17 10. On the Tenth Cause of Action against NOBLES, NMT, NMTII and DOES 1 - 200) for
- 18 money had and received in a principal sum according to proof at trial, but not less than
- 19 \$1,564,157.61, together with interest thereon at the legal rate;
- 20 11. On the Eleventh Cause of Action against NOBLES, GYNTLECARE, and DOES 1 -
- 21 200) for money had and received in a principal sum according to proof at trial, but not less than
- 22 \$1,250,000.00, together with interest thereon at the legal rate;
- 23 12. On the Twelfth Cause of Action against all defendants for:
- 24 a. an accounting;
- 25 b. damages according to proof at trial;
- 26 c. interest thereon at the legal rate;
- 27 13. On the Thirteenth Cause of Action against all defendants for:
- 28

1 a. damages for intentional infliction of emotional distress according to proof at
2 trial;

3 b. punitive and exemplary damages according to proof at trial;

4 14. On the Fourteenth, Fifteenth, Seventeenth and Eighteenth Causes of Action against
5 defendants NOBLES, NMT and DOES 1-200 for:

6 a. possession and good and clear title to the subject Ferrari 275 GTB or, if it cannot
7 be recovered, for its value in an amount to be shown according to proof at trial;

8 b. damages for plaintiff's loss of use and enjoyment of said property in an amount
9 to be shown according to proof at trial;

10 15. On the Fifteenth Cause of Action against NOBLES, NMT, NMTII and DOES 1 - 200,
11 for:

12 a. damages for conversion in an amount to be shown according to proof at trial, but
13 not less than \$2,000,000.00;

14 b. compensation for the time and money expended by plaintiff in the pursuit of his
15 property;

16 c. the imposition of a constructive trust on the subject property and all sums
17 wrongfully obtained by defendants on all assets derived therefrom;

18 d. punitive and exemplary damages in a sum to be shown according to proof at
19 trial;

20 16. On the Sixteenth Cause of Action against NOBLES, GYNTLECARE and DOES 1 -
21 200, for:

22 a. damages for conversion in an amount to be shown according to proof at trial, but
23 not less than \$1,250,000.00;

24 b. compensation for the time and money expended by plaintiff in the pursuit of his
25 property;

26 c. the imposition of a constructive trust on the subject property and all sums
27 wrongfully obtained by defendants on all assets derived therefrom;

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1 d. punitive and exemplary damages in a sum to be shown according to proof at
2 trial;

3 17. On the Seventeenth Cause of Action against NOBLES, NMT, NMTII and DOES 1 -
4 200, for the imposition of a constructive trust on the subject property and all sums wrongfully
5 obtained by said defendants on all assets derived therefrom;

6 18. On the First, Second, Third, Fourth, Fifth, Sixth, Seventh, Tenth, Eleventh, Twelfth,
7 Fourteenth, Fifteenth, Sixteenth and Seventeenth Causes of Action against all defendants for:

8 a. temporary, preliminary and permanent injunctive relief enjoining defendants,
9 each of them, and their agents, servants, employees and representatives, and all those persons
10 and/or entities acting under, by, through, for, or in concert with them, from committing waste,
11 diverting corporate assets, entering into insider transactions, and engaging in such other conduct as
12 would injure plaintiff; requiring them to properly and officially list and maintain as a shareholder
13 of NMT and GYNTLECARE, to treat plaintiff in a manner consistent with his rights as a
14 shareholder of said entities; requiring them to deliver to plaintiff all stock shares to which he is
15 entitled, and requiring them to return the subject Ferrari automobile to plaintiff, and enjoining or
16 requiring such other acts as may be appropriate according to proof;

17 19. On all causes of action for:

- 18 a. plaintiff's costs of suit herein incurred; and,
- 19 b. such other and further relief as the Court deems just and proper.

20
21 DATED: November 25, 2013

BURRIS, SCHOENBERG & WALDEN LLP

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23 By: _____
24 Richard E. Walden, Esq.
25 Attorneys for Plaintiff Bruno Mlinar
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