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8 UNITED STATES DISTRICT COURT
9 CENTRAL DISTRICT OF CALIFORNIA
10 SOUTHERN DIVISION

11 AmeriCare MedServices, Inc.,

12 *Plaintiff,*

13 vs.

14 City of Laguna Beach,

15 *Defendant.*
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Case No.: 8:16-cv-01817 JLS (AMF~~x~~)

Amended Complaint

JURY TRIAL DEMANDED

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Plaintiff AmeriCare MedServices, Inc. alleges as follows upon actual knowledge with respect to itself and its own acts, and upon information and belief as to all other matters.

NATURE OF THE ACTION

AmeriCare seeks relief from the City of Laguna Beach under Sections 1 and 2 of the Sherman Act, 15 U.S.C. §§ 1–2. Abusing its police and regulatory powers, and by a willful misinterpretation of California regulatory law, the city has established itself as the sole provider of prehospital emergency medical services (“EMS”) in the Laguna Beach area. The provision of these services in this region constitutes a distinct service market. Because of its challenged conduct, the city holds an absolute monopoly as the only permitted provider in this market. Since establishing its monopoly, the city has imposed supracompetitive prices—i.e., prices that it could not durably charge in a competitive market. It has also reduced the quality of care and the availability of ambulances. AmeriCare, a wrongly excluded provider of these services, therefore seeks appropriate relief under Section 2.

California has a comprehensive statutory scheme (the “EMS Act”) that is supposed to regulate and supervise the provision of EMS. Any local public agency that fulfills its duties under the EMS Act is immune from the reach of federal antitrust law under the doctrine of state-action immunity. But in this matter the city has flouted its obligations under the EMS Act, has not even arguably acted in accordance with it, and therefore cannot claim state-action immunity. Rather, its conduct must be measured against the well-settled

1 standards of Section 2, which condemn any legal person that acquires
2 or maintains a monopoly position by means of wrongful exclusionary
3 conduct—which is exactly what the city has done, and what
4 AmeriCare is prepared to prove.

5 The city has acted as a market participant by providing ancillary
6 services and imposing fees on the captive customers of its mandatory
7 provider. Since it has acted as a market participant, it should be held
8 to the same standards of liability as other market participants. There
9 is no principled basis for drawing any distinction between a public and
10 private market participant when both fulfill the same function in
11 furtherance of the same ends—generating profits by rendering
12 valuable commercial services. AmeriCare therefore asks that the
13 Court recognize a market-participant exception to the Local
14 Government Antitrust Act of 1984, 15 U.S.C. §§ 34–36, and on this
15 basis it requests damages and other relief under 15 U.S.C. § 15(a).
16 AmeriCare also seeks permanent injunctive relief and declaratory
17 relief under 15 U.S.C. § 26 as well as related declaratory relief.
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19 The State of California created a scheme by which it and its
20 political subdivisions ensure that California citizens receive the
21 prehospital EMS to which they are entitled. Under that scheme, the
22 state gave its local EMS authorities—subject to supervision and
23 approval by the California Emergency Medical Services Authority
24 (“EMSA”)—authority to determine which areas within its jurisdiction
25 should be “exclusive operating areas” subject to a competitive bidding
26 process or grandfathering, and which areas should be non-exclusive
27 operating areas in which multiple qualified providers operate to
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1 provide the swiftest emergency response. With the exception of
2 grandfathered areas where the same service provider has been
3 providing service without interruption since January 1, 1981,
4 competition is the state policy.

5 Defendant City of Laguna Beach eschewed the State of
6 California's competition policy—and the determinations made by its
7 state and local EMS authorities—and instead conspired with co-
8 conspirator Doctor's Ambulance Service, to monopolize the market
9 and exclude other providers. Although the city did not "contract[] for
10 or provide[]" prehospital EMS as of June 1, 1980, it asserts that it
11 retains control of those services even though it did not have any
12 contract for and did not provide prehospital EMS itself.

13 In 1996, the city awarded an exclusive contract to Doctor's—in
14 conjunction with its own fire department—in direct violation of state
15 law. In doing so, it created an illegal monopoly in violation of Sherman
16 Act Section 2.

17 In 2014, EMSA notified the Orange County Emergency Medical
18 Services Agency ("OCEMS") that EMSA has conclusively determined
19 that Zone AO11 is a non-exclusive area in which any county-qualified
20 EMS provider is entitled to be placed in rotation upon request because
21 the area did not qualify for the granting of exclusivity.

22 The city—recalcitrant to ceding control that the State of
23 California has determined should instead be provided in a competitive
24 market—refuses to place Plaintiff AmeriCare into the rotation for
25 AO11. The city falsely claims that it maintains its "rights" under
26 California Health & Safety Code Section 1797.201. But the city never
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1 had those rights because it was not contracting for or providing its own
2 prehospital EMS services as of June 1, 1980. *See* Cal. Health & Safety
3 Code § 1797.201. Moreover, regardless of whether the city retained
4 .201 rights, it may only operate as an exclusive operating area if either
5 (a) “a competitive process is utilized to select the provider or providers”
6 or (b) OCEMS “develops or implements a local plan that continues the
7 use of existing providers operating within [the] area in the manner
8 and scope in which the services have been provided without
9 interruption since January 1, 1981.” Cal. Health & Safety Code
10 § 1797.224.

11 The city has not utilized an OCEMS competitive process and has
12 not carried on with an existing service provider without interruption
13 since before January 1, 1981. As the state authority making such
14 determinations, EMSA has accordingly determined that the City of
15 Laguna Beach does not meet either exception for exclusivity.

16 Defendant together with co-conspirator Doctor’s, established an
17 illegal monopoly with 100% market power and an ability to raise prices
18 above market levels in AO11 while providing minimal quality and
19 speed of service without regard to market demand. In direct
20 contravention of State of California policy, the city displaced all
21 competition in the market for prehospital EMS in the area comprising
22 Laguna Beach. As a result, consumers of prehospital EMS in the
23 relevant market pay supracompetitive prices and suffer slower
24 response times and lesser quality emergency services than they would
25 in a competitive market.
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This is an action for damages, declaratory, and injunctive relief for monopolization and conspiracy to restrain trade under Sections 1 and 2 of the Sherman Act and certain state law claims.

JURISDICTION AND VENUE

1. This Court has primary subject-matter jurisdiction over this action under 28 U.S.C. §§ 1331 and 1337(a), and Sections 4 and 16 of the Clayton Act, 15 U.S.C. §§ 15, 26 because this action arises under the antitrust laws of the United States.

2. This Court has supplemental jurisdiction over the state law claims of this complaint under 28 U.S.C. § 1367 because they arise from the same nucleus of operative facts as the antitrust claim such that they form part of the same case or controversy.

3. Venue is proper in the Central District of California under 28 U.S.C. § 1391(b) and 15 U.S.C. §§ 15, 22 because Defendant transacts business in this district and because a substantial part of the events giving rise to this complaint occurred in this district. More specifically, Defendant monopolized a geographic market within this district.

4. Defendant is subject to personal jurisdiction in California, because Defendant, City of Laguna Beach, is a California city with a California address that conducts business in California.

PARTIES

5. Plaintiff AmeriCare MedServices, Inc. is a family-owned, Orange County-based California corporation qualified and licensed to provide emergency ambulance service throughout Orange

1 County. AmeriCare has been serving Orange County since its
2 formation in 1996.

3 6. Defendant City of Laguna Beach is a California general
4 law city with its principal place of business at 505 Forest Avenue,
5 Laguna Beach, California, 92651.

6 7. Defendant and its employees and agents participated
7 personally in the unlawful conduct challenged in this complaint and,
8 to the extent they did not personally participate, they authorized,
9 acquiesced, set in motion, or otherwise failed to take necessary steps
10 to prevent the acts complained of in this complaint.

11 **SUBSTANTIVE ALLEGATIONS**

12 **The Statutory Scheme**

13 8. Prior to 1980, the law governing prehospital EMS in
14 California was haphazard; cities, counties, and public districts were
15 not required to, and had little guidance or means to, coordinate or
16 integrate their operations.

17 9. In 1980, the California legislature imposed a new
18 scheme for the provision of prehospital EMS designed to create a new
19 coordinated system for the provision of prehospital EMS with its
20 passage of the Emergency Medical Services System and the EMS Act.

21 10. The act created a new manner of local administration of
22 prehospital EMS, providing two tiers of governance: (1) the EMSA,
23 and (2) the local EMS agency, in this case, the OCEMS section of the
24 Orange County Department of Health.

25 11. Among the EMSA's duties are the power to review and
26 approve the prehospital EMS plans submitted by local EMS agencies
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1 to determine whether the plans “effectively meet the needs of the
2 persons served” and are consistent with the law and authority
3 guidelines and regulation.

4 12. The local EMS agency, on the other hand, has the power
5 and responsibility to provide prehospital EMS throughout its county.
6 It develops and submits for approval its plan for prehospital EMS in
7 the area of its responsibility.

8 13. The legislative scheme allows a local EMS agency to
9 designate one of two modes for the provision of EMS services in any
10 particular geographic area within its purview: (1) exclusive operating
11 areas and (2) non-exclusive operating areas.

12 14. In effect, an exclusive operating area allows the local
13 EMS to create monopolies in the provision of prehospital EMS
14 provided that the local EMS uses a competitive process for awarding
15 those monopolies. Cal. Health & Safety Code § 1797.224. The local
16 EMS can also designate an exclusive operating area through
17 “grandfathering” an area in which a particular provider or providers
18 have been operating without interruption since January 1, 1981. *Id.*

19 15. In non-exclusive operating areas, prehospital EMS
20 providers compete in an open market. In Orange County, these private
21 ambulance services are subject to a rigorous licensing and
22 qualification process and must provide services according to rates
23 predetermined by OCEMS. AmeriCare is fully licensed and qualified
24 by OCEMS.

25 16. Under the scheme, the local EMS agency must define
26 and describe each operating area within its jurisdiction in its local
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EMS plan submitted to EMSA. It must designate each area as exclusive or non-exclusive.

17. Mindful that the new prehospital EMS scheme relies on a competitive marketplace that would supplant existing services in some municipalities, the legislature made one narrow exception to the system of local EMS agency control: a municipality that had contracted or provided for its own prehospital EMS as of June 1, 1980 could choose whether to continue administering its own prehospital EMS or to enter into an agreement with the local EMS agency. *See* Cal. Health & Safety Code § 1797.201. Cities that chose to retain their power to administer prehospital EMS colloquially call this power “.201 rights.”

18. But this control does not allow cities to create monopolies by their own fiat. Section 1797.224 allows only local EMS agencies such as OCEMS, acting through an EMSA-approved plan, to create exclusive operating areas:

A local EMS agency may create one or more exclusive operating areas in the development of a local plan, if a competitive process is utilized to select the provider or providers of the services pursuant to the plan. No competitive process is required if the local EMS agency develops or implements a local plan that continues the use of existing providers operating within a local EMS area in the manner and scope in which the services have been provided without interruption since January 1, 1981.

1 Cal. Health & Safety Code § 1797.224.

2 19. The California Supreme Court has explained that while
3 a local EMS agency’s ability to create [exclusive
4 operating areas] may not supplant the [cities’] ability to
5 continue to control EMS operations over which they
6 have historically exercised control[, n]othing in this
7 reference to section 1797.201 suggests that cities . . . are
8 to be allowed to expand their services, or to create their
9 own exclusive operating areas.

10 *Cty. of San Bernardino v. City of San Bernardino*, 15 Cal. 4th 909, 932
11 (1997).

12 20. Therefore, even where a city retains .201 rights,
13 operating areas can only be designated as exclusive by the local EMS
14 if the city can establish either (1) grandfathering, or (2) that the local
15 EMS utilized a competitive process to select its current provider in the
16 last ten years.

17 21. Otherwise, the operating area must be designated as a
18 non-exclusive operating area in which restraints of trade imposed by
19 a local government entity are not immune from antitrust liability
20 under the state action doctrine.

21 22. The EMS Act explicitly decrees that it is intended to
22 establish a comprehensive system for regulating and supervising the
23 provision of EMS in California. *See* Cal. Health & Safety Code
24 § 1797.6. The various workings of the EMS Act confirm that, except
25 for “grandfathered” providers, competitive bidding and open
26 competition among qualified providers are supposed to be industry
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1 standards for the provision of EMS in California. *See generally id.*
2 § 1797 *et seq.* The EMS Act thus promulgates a policy of competitive
3 bidding and open competition that is actively monitored and
4 supervised by the EMSA and the local EMSAs. *See id.* The EMS Act
5 further decrees that: (1) it is intended to establish a fully regulated,
6 actively supervised system for providing EMS in California; and (2) in
7 accordance with the doctrine of state-action immunity, the federal
8 antitrust laws should not reach “activities undertaken by local
9 governmental entities ***in carrying out their prescribed functions***
10 ***under [the EMS Act].***” *Id.* § 1797.6. As explained fully in this
11 complaint, the city did ***not*** engage in the challenged conduct in
12 furtherance of any duty it owed or any role properly assigned to it
13 under the EMS Act, nor did it engage in any “activity” in order to
14 “carry out” of any its “prescribed functions” under the EMS Act, but
15 rather it disregarded and flouted its obligations under the EMS Act
16 while invoking spurious legal rationales to justify its conduct. It even
17 disregarded specific directives of its local EMSA (the OCEMS) by
18 failing to operate AO9 as a non-exclusive operating area. The city is
19 therefore unable to rely on the state-action immunity promulgated in
20 the EMS Act. Abusing its powers, the city conferred on its joint
21 collaborator a highly lucrative monopoly concession, established itself
22 as the sole provider of auxillary services at unreasonable rates, and
23 saddled its captive customers with onerous prices and inferior service.
24 Its conduct can and should be condemned under Sections 1 and 2.
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26 23. Moreover, EMSA and OCEMS have each taken the
27 position that “OCEMS may not delegate its statutory authority to
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1 conduct competitive processes for emergency ambulance services” to
2 the cities or other agencies. Accordingly, an exclusive operating area
3 must either be subject to (a) grandfathering, or (b) an OCEMS-
4 administered competitive bidding process. Neither applies here.

5 **Prehospital EMS in the City of Laguna Beach**

6 24. As of June 1, 1980, the City of Laguna Beach had *de*
7 *facto*, unwritten agreements with several ambulance services, such as
8 Wind Ambulance, Inc., Scudders Ambulance Service, Inc., and Life
9 Care Ambulance, to provide emergency ambulance service within its
10 city limits.

11 25. Life Care Ambulance served the City of Laguna Beach
12 as its designated ambulance until 1993, when it was purchased by the
13 predecessor consolidator that became American Medical Response,
14 Inc.

15 26. In 1996, the City of Laguna Beach granted an exclusive
16 contract to Doctor’s which it has regularly extended to the present.
17 Under the contract, Doctor’s administers the city’s ambulance
18 program, providing four ambulances staffed with its own EMTs,
19 working in conjunction with fire department paramedics. Doctor’s also
20 serves as the city’s billing and collections agent and takes a collection
21 fee for the city’s EMS response fees; beyond that, the city pays for
22 Doctor’s labor and keeps the rest—with the result consistently
23 generating significant net revenue for the city.
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25 27. The city’s legally and factually untenable position
26 appears to have been that (a) it had .201 rights, and (b) as a result of
27 those .201 rights, it could establish a new monopoly.
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28. OCEMS may only designate and maintain exclusive zones in its local EMS plan—and EMSA will only approve such a designation—if a city can establish one of two criteria: (1) a competitive bidding process was used in the last ten years to contract with the highest ranked bidder, or (2) grandfathering. Under this criteria, OCEMS has determined that only the cities of Brea, Santa Ana, and Westminster could be labeled as city-administered zones enjoying exclusivity under the plan, whether due to competitive bidding or grandfathering.

29. In August 2014, EMSA determined that AO11 failed to meet either criterion for the exclusive operating area designation under California Health & Safety Code Section 1797.224. EMSA subsequently approved the OCEMS 2014 Orange County EMS plan with AO11 designated as a non-exclusive operating area.

30. Both Doctor’s and the city benefit from their joint monopoly at the direct expense of consumers for prehospital EMS. For each call, patients receiving prehospital EMS pay for a separate “paramedic response” charge of \$277.40 for the fire department’s response on top of the standard prehospital EMS charges by Doctor’s. Doctor’s bills the separate charge on a Laguna Beach Fire Department invoice and is responsible for collection on behalf of the city. Moreover, Doctor’s pays a \$30.65 “medical supplies fee” to the city for each transport.

31. The city has refused to place any other private ambulance company in the rotation for service calls, illegally maintaining a joint monopoly in a non-exclusive zone.

1 **City of Laguna Beach Excludes AmeriCare**

2 32. AmeriCare submitted a written request to OCEMS
3 February 25, 2015 to be placed on rotation within AO11, the non-
4 exclusive operating area comprising Laguna Beach. OCEMS replied
5 March 18, 2015 directing AmeriCare to contact the city manager for
6 the incorporated city within the zone.

7 33. Although OCEMS has the responsibility and authority
8 to administer non-exclusive zones not retained by cities validly
9 exercising .201 rights, OCEMS has entered into agreements in which
10 it allows certain cities to administer, in part, the provision of
11 prehospital EMS within its jurisdiction. OCEMS calls these areas “city
12 administered” and the Orange County attorney has expressly
13 disclaimed that “city administered” is not a determination regarding
14 .201 rights. Instead, “OCEMS does not currently believe the
15 determination of which cities can legitimately claim .201 rights is one
16 to be made by [it].” *See* Ex. A at 1. OCEMS nevertheless continues to
17 assert its sole authority to determine exclusivity because “.201 rights
18 and exclusivity are two different things.” *Id.* at 2.

19 20 34. AmeriCare submitted its written request to John Pietig,
21 city manager of City of Laguna Beach March 19, 2015, explaining its
22 correspondence with OCEMS and requesting that either the city
23 arrange for AmeriCare to be placed into the prehospital EMS rotation
24 or state a position that it does not have responsibility for the
25 administration of prehospital EMS. Ex. B.

26 35. The city sent a scathing response in which it asserted,
27 contrary to well-established law, that it has the authority to designate
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1 its own exclusive area and to do so without any competitive process.
2 Moreover, it stated that a city retaining .201 rights “is not required to
3 open up its jurisdiction, on a rotation or any other basis, to additional
4 providers.” Ex. C at 4.

5 36. But for Defendant’s and co-conspirator Doctor’s
6 conspiracy to monopolize the market, AmeriCare and other private
7 ambulance providers would have been placed in rotation and patients
8 would have paid lower prices for faster and better service. During
9 periods of higher volume, more ambulances would have been available
10 from other providers and patients would have been stabilized and
11 transported for hospital care more quickly.

12 37. AmeriCare lost business as a result of Defendant’s and
13 co-conspirator Doctor’s actions.

14 **Claims Limitation Not Applicable**

15 38. AmeriCare has complied with all applicable
16 presentation of claims to local governments’ requirements under
17 California law. The City of Laguna Beach denied AmeriCare’s claim
18 March 17, 2016.

19 **COUNT I**

20 **Monopolization, 15 U.S.C. § 2**

21 39. Plaintiff repeats each and every allegation contained in
22 the paragraphs above and incorporates by reference each preceding
23 paragraph as though fully set forth at length herein.

24 40. Section 2 of the Sherman Act, 15 U.S.C. § 2 provides:

25 Every person who shall monopolize, or attempt to
26 monopolize, or combine or conspire with any other person
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1 or persons, to monopolize any part of the trade or commerce
2 among the several States, or with foreign nations, shall be
3 deemed guilty of a felony.

4 41. Defendant and co-conspirator Doctor's possess
5 monopoly power in the market for prehospital EMS in the Laguna
6 Beach area. The city has the power to exclude competition and has
7 exercised that power in favor of itself and co-conspirator Doctor's,
8 which together hold 100% market power in the area comprising
9 Laguna Beach.

10 42. The relevant service market is the provision of EMS
11 (broadly speaking, ambulance services and related prehospital
12 emergency medical services).

13 43. EMS are services rendered to people who have suffered
14 a medical emergency and require immediate treatment and rapid
15 transport to a nearby hospital. The highly skilled medical
16 professionals who render these services must receive compulsory
17 education, training and licensure before they can offer them. The
18 providers of these services must fulfill numerous regulatory
19 requirements and carry compulsory insurance.

20 44. Above all, the city acts as an effectual gatekeeper that
21 determines which providers can operate in AO11. Practically
22 speaking, most calls for emergency service and EMS are made to the
23 city's emergency lines, such as 911. It is the city that dispatches these
24 emergency calls and otherwise uses its police and regulatory powers
25 to ensure that only the provider(s) of whom it has approved can render
26 EMS in its area. If a person requires EMS in AO11, it must rely on
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1 such EMS as the city will arrange to provide for it, owing to the
2 manner in which the city has handled this matter.

3 45. There is no other service of any kind that can serve as a
4 reasonably interchangeable substitute for EMS. No matter how high
5 the price of these services, those who require them cannot turn to an
6 alternative service. There is no cross-elasticity of demand between
7 EMS and any other service.

8 46. The relevant geographic market is AO11—which is the
9 Laguna Beach area. People within this area who require EMS will
10 inevitably be served only by the city’s designated provider of these
11 services—the city itself. No other provider is permitted to serve the
12 area.

13 47. Therefore, the relevant market at issue in this case is
14 the provision of EMS in AO11.

15 48. Through the conduct described herein, the city has
16 willfully maintained that monopoly power by anticompetitive and
17 exclusionary conduct. The city acted with the intent to maintain this
18 monopoly power, and the illegal conduct has enabled it to do so, in
19 violation of Section 2 of the Sherman Act.

20 49. The market has been harmed as a result of the city’s
21 conduct as consumers of prehospital EMS have been forced to pay
22 supracompetitive prices while receiving lower quality, slower service.

23 50. AmeriCare provides superior prehospital EMS at lower
24 prices and provides higher quality and faster service.

25 51. AmeriCare has been harmed by the city’s willful
26 maintenance of the monopoly and its exclusion of all competitors.
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1 monopolize the market for prehospital EMS in the area of Laguna
2 Beach.

3 65. Defendant and co-conspirator Doctor's have taken overt
4 acts manifesting this intent, such as entering into exclusivity
5 agreements and through statements made by the city to AmeriCare in
6 response to its request to be placed in rotation.

7 66. Defendant's and co-conspirator Doctor's concerted
8 action had the necessary and direct effect of entrenching their
9 monopoly power.

10 67. The market has been harmed as a result of Defendant's
11 and co-conspirator Doctor's conduct as consumers of prehospital EMS
12 have been forced to pay supracompetitive prices while receiving lower
13 quality, slower service.

14 68. AmeriCare provides superior prehospital EMS at lower
15 prices and provides higher quality and faster service.

16 69. AmeriCare has been harmed by Defendant's and co-
17 conspirator Doctor's willful maintenance of the monopoly and their
18 exclusion of all competitors.

19 70. Defendant and co-conspirator Doctor's acted in direct
20 contravention of the policy of the State of California with regard to
21 displacement of competition for prehospital EMS.

22 71. Moreover, the city is not entitled to immunity under the
23 state action doctrine because it is a market participant.

24 72. The Local Government Antitrust Immunity Act, 15
25 U.S.C. § 36, does not apply because the city is (a) engaging in *ultra*
26 *vires* acts and therefore not acting in its official capacity, and (b) not
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1 acting in its capacity to govern—merely regulating or interacting with
2 private actors—but rather as a market participant.

3 **COUNT IV**

4 **Conspiracy to Restrain Trade, 15 U.S.C. § 1**

5 73. Plaintiff repeats each and every allegation contained in
6 the paragraphs above and incorporates by reference each preceding
7 paragraph as though fully set forth at length herein.

8 74. Defendant City of Laguna Beach, a horizontal and
9 vertical competitor of AmeriCare, and co-conspirator Doctor's, a
10 horizontal competitor of AmeriCare, combined and conspired to
11 restrain trade in violation of Sherman Act § 1 by engaging in a scheme
12 to exclude all competition from the market for prehospital EMS in the
13 area comprising Laguna Beach.

14 75. Defendant's and co-conspirator Doctor's agreement and
15 actions in furtherance of the conspiracy foreclosed 100% of the market
16 for prehospital EMS in the area comprising Laguna Beach.

17 76. The market has been harmed as a result of Defendant's
18 and co-conspirator Doctor's conduct as consumers of prehospital EMS
19 have been forced to pay supracompetitive prices while receiving lower
20 quality, slower service.

21 77. AmeriCare provides superior prehospital EMS at lower
22 prices and provides higher quality and faster service.

23 78. AmeriCare has been harmed by Defendant's and co-
24 conspirator Doctor's willful maintenance of the monopoly and their
25 exclusion of all competitors.
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acting as a market participant rather than a government entity that is merely regulating or interacting with private actors or because its acts were *ultra vires* under California law;

D. Enter judgment against Defendant;

E. Award AmeriCare compensatory damages in three times the amount sustained by it as a result of Defendant’s actions, to be determined at trial as provided in 15 U.S.C. §§ 15(a) and 26;

F. Award AmeriCare pre- and post-judgment interest at the applicable rates on all amounts awarded, as provided in 15 U.S.C. §§ 15(a) and 26;

G. Award AmeriCare its costs and expenses of this action, including its reasonable attorney’s fees necessarily incurred in bringing and pressing this case, as provided in 15 U.S.C. §§ 15(a) and 26;

H. Grant permanent injunctive relief under 15 U.S.C. § 26 to prevent the recurrence of the violations for which redress is sought in this complaint; and

I. Order any other such relief as the Court deems appropriate.

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DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial by jury on all claims.

DATED: December 1, 2016

Bona Law PC

/s/Jarod Bona

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Attorney for Plaintiff

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CERTIFICATE OF SERVICE

I am employed in San Diego County. I am over the age of 18 and not a party to the within action. My business address is 4275 Executive Square, Suite 200, La Jolla, California 92037. On December 1, 2016, I caused to be served via CM/ECF a true and correct copy of the **Amended Complaint**.

The CM/ECF system will generate a “Notice of Electronic Filing” (NEF) to the filing party, the assigned judge and any registered user in the case. The NEF will constitute service of the document for purposes of the Federal Rules of Civil, Criminal and Appellate Procedure.

I declare under penalty of perjury that the foregoing is true and correct. Executed this 1st day of December 2016 at San Diego, California.



Gabriela Hamilton