

1 SUPERIOR COURT OF CALIFORNIA
2 COUNTY OF ORANGE, CENTRAL JUSTICE CENTER

ELECTRONICALLY FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE

04/03/2017
09:12 AM

DAVID H. YAMASAKI, Clerk of the Court
17CF0811

6 THE PEOPLE OF THE STATE OF CALIFORNIA,) FELONY COMPLAINT
7) WARRANT
8 Plaintiff,)
9)
10 vs.) No.
11 KEVIN SONGCHOL PARK 09/23/64) OCDA WC16070011
C5563795) OCDA WC15040015
12 AKA SONGCHOL PAK) OCDA HF12110001
13 KOUROSH SHAMLOU 05/13/67)
B3227047)
14 AKA KOUROSH KEVIN SHAMLOU)
15)
16 Defendant(s))

17 The Orange County District Attorney charges that in Orange
18 County, California, the law was violated as follows:

19 COUNT 1: On or about and between June 23, 2011 and August 12,
20 2015, in violation of Section 550(a)(6) of the Penal Code
21 (CONSPIRACY TO COMMIT MEDICAL INSURANCE FRAUD), a FELONY, KEVIN
22 SONGCHOL PARK and KOUROSH SHAMLOU did unlawfully conspire with
23 Tanya Moreland King and Christopher King and other Unknown
24 individuals, with the intent to defraud, to make a false and
25 fraudulent claim to WORKERS COMPENSATION INSURANCE CARRIERS IN
26 CALIFORNIA for payment of a health care benefit in an amount
exceeding nine hundred fifty dollars (\$950). It is further
alleged that pursuant to and for the purpose of carrying out the
objects and purposes of the conspiracy, one and more of the
conspirators committed the following overt acts:

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OVERT ACT 1

On or Between March 17, 2011 and June 23, 2011, Defendants Kevin Park M.D. and Defendant Kevin Shamlou M.D., entered into an agreement with Christopher King, Tanya Moreland King and their companies King Medical Management Inc. and Monarch Medical Group Inc. and One Source Labs Inc.

OVERT ACT 2

King Medical Management formulated and paid for a 3-day supply of the compound transdermal creams manufactured by Steven's Pharmacy, located in Costa Mesa, in the County of Orange, and arranged for Steven's Pharmacy to ship these creams to Defendant Kevin Park and Defendant Kevin Shamlou M.D at their clinic Greater Los Angeles Orthopedic Group.

OVERT ACT 3

Defendant Kevin Park, M.D. and Defendant Kevin Shamlou M.D prescribed the transdermal compound creams manufactured by Steven's Pharmacy to their workers compensation patients.

OVERT ACT 4

Defendant Kevin Park and Defendant Kevin Shamlou M.D did not customize these compound transdermal creams to each workers compensation patient and used the formula given to them by Monarch Medical Group.

OVERT ACT 5

Defendant Kevin Park, M.D. and Defendant Kevin Shamlou M.D then provided the billing information for each workers compensation patient to King Medical Management Inc. to bill for the dispensing of these creams from their office.

OVERT ACT 6

King Medical Management Inc. billed workers compensation carriers in excess of \$200 per cream even though the cream only cost \$15.

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OVERT ACT 7

King Medical Management Inc., gave Defendant Kevin Park, M.D. and Defendant Kevin Shamlou M.D., a percentage of the profits from the amount collected from the workers compensation carrier for the 3-day supply.

OVERT ACT 8

In return for the money they received from the billing on the 3-day supply of the transdermal creams, Defendant Kevin Park, M.D., was also required to write a prescription for the 30-day supply of transdermal compound creams which was shipped to their workers' compensation patients by Steven's Pharmacy in Costa Mesa, located in the County of Orange.

OVERT ACT 9

In order to give the appearance of legitimacy of the compounded transdermal creams that both Defendant Kevin Park M.D. and Defendant Kevin Shamlou M.D. prescribed to their patients, on 1/16/15 each signed a letter that Monarch Medical Group provided to him, which each defendant did not prepare himself, purporting to give instructions to the pharmacy and customize the formula for the compound creams.

OVERT ACT 10

Monarch Medical Group then billed the workers compensation insurance carriers well in excess of \$700 for each compounded transdermal cream that was shipped by Steven's Pharmacy, located in Costa Mesa, to each of Defendant Kevin Park's patients, and cost Monarch Medical Management only \$60 per compound cream to manufacture.

OVERT ACT 11

Defendant Kevin Park MD and Defendant Kevin Shamlou MD also entered into an agreement with Monarch Medical Group and One Source Labs Inc., in which he agreed to prescribe Urine toxicology Drug testing to his workers compensation patients in return for financial consideration.

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OVERT ACT 12

Defendant Kevin Park and Defendant Kevin Shamlou, subjected their patients to a Urine Toxicology Test at their clinic, and regardless of the "Point of Care" toxicology test results, referred the test for a quantitative test to One Source Labs per their agreement with King Medical Management.

OVERT ACT 13

Monarch Medical Group then billed workers compensation insurance carriers for the "Point of Care" toxicology test that was performed at the clinic, and gave a percentage of the profit on the amounts collected to Dr. Kevin Park and Dr. Kevin Shamlou.

OVERT ACT 14

In return for the payment on the "Point of Care" toxicology tests, Defendant Kevin Park and Defendant Kevin Shamlou then permitted One Source Labs to do quantitative tests on all Urine samples submitted by the workers compensation patients, regardless of medical necessity or test results.

OVERT ACT 15

One Source Labs then billed workers compensation carriers in excess of \$700 for these qualitative tests.

OVERT ACT 16

Defendants Kevin Park and Kevin Shamlou, also entered into agreement with Monarch Medical Management to distribute Sprix Nasal Spray and Patches which were purchased by Monarch in exchange for a share in the profits from the amounts collected from Workers Compensation Carriers.

OVERT ACT 17

Between 6/23/11 and 8/12/15, Defendant Kevin Park was paid in excess of \$45,000 by King Medical Management and Monarch Medical Group, and at least one payment was in the amount of \$929.76 issued on check # 6279 on 9/12/14.

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OVERT ACT 18

Between 3/17/11 and 8/12/15 Defendant Kevin Shamlou was paid in excess of \$38,000 by King Medical Management and Monarch Medical Group, and at least one payment was in the amount of \$660.99 issued on check # 6672 on 1/15/15.

COUNT 2: On or about and between April 04, 2014 and September 12, 2015, in violation of Section 549 of the Penal Code (FALSE AND FRAUDULENT CLAIM), a FELONY, KEVIN SONGCHOL PARK and KOUROSH SHAMLOU did unlawfully solicit, accept, and refer business to and from King Medical Management Inc. and One Source Labs Inc., with the knowledge that, and with reckless disregard for whether King Medical Management Inc. and One Source Labs Inc. intended to violate Penal Code section 550 and Insurance Code section 1871.4. (Urine Toxicology)

COUNT 3: On or about and between April 04, 2014 and September 12, 2015, in violation of Section 549 of the Penal Code (FALSE AND FRAUDULENT CLAIM), a FELONY, KEVIN SONGCHOL PARK and KOUROSH SHAMLOU did unlawfully solicit, accept, and refer business to and from King Medical Management Inc. and Monarch Medical Group Inc., with the knowledge that, and with reckless disregard for whether King Medical Management Inc. and Monarch Medical Group Inc. intended to violate Penal Code section 550 and Insurance Code section 1871.4. (Compound Transdermal Creams from Steven's Pharmacy)

COUNT 4: On or about and between April 04, 2014 and September 12, 2015, in violation of Section 650 of the Business & Professions Code (REBATES FOR PATIENT REFERRALS), a FELONY, KEVIN SONGCHOL PARK and KOUROSH SHAMLOU, a person licensed under the Healing Arts Division of this Code and the Chiropractic Initiative Act, did unlawfully offer, deliver, receive, and accept any rebate, refund, commission, preference, patronage dividend, discount, and other consideration as compensation and inducement for referring patients, clients, and customers to Tanya Moreland King and her Business One Source Labs and King's Medical Management Inc.

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1 COUNT 5: On or about and between April 04, 2014 and September
2 12, 2015, in violation of Section 650 of the Business &
3 Professions Code (REBATES FOR PATIENT REFERRALS), a FELONY,
4 KEVIN SONGCHOL PARK and KOUROSH SHAMLOU, a person licensed under
5 the Healing Arts Division of this Code and the Chiropractic
6 Initiative Act, did unlawfully offer, deliver, receive, and
7 accept any rebate, refund, commission, preference, patronage
8 dividend, discount, and other consideration as compensation and
inducement for referring patients, clients, and customers to
Steven's Pharmacy and Tanya Moreland King and her Business
Monarch Medical Group Inc.

9 COUNT 6: On or about and between April 04, 2013 and September
10 12, 2015, in violation of Section 550(b)(3) of the Penal Code
11 (INSURANCE FRAUD), a FELONY, KEVIN SONGCHOL PARK and KOUROSH
12 SHAMLOU, with the intent to defraud, did unlawfully conceal and
13 knowingly fail to disclose, and did knowingly assist with
14 another person to conceal and fail to disclose the occurrence of
15 an event and a fact that affected the initial and continued
16 material right and entitlement of York Risk Service Group to an
17 insurance benefit and payment, and to the amount of a benefit
and payment to which York Risk Service Group was entitled,
namely: Defendant had a financial interest in and received
financial incentives to prescribe Compound Creams and Urine
Toxicology Tests to his workers compensation patients.

18 COUNT 7: On or about and between April 04, 2013 and May 08,
19 2015, in violation of Section 550(b)(3) of the Penal Code
20 (INSURANCE FRAUD), a FELONY, KEVIN SONGCHOL PARK and KOUROSH
21 SHAMLOU, with the intent to defraud, did unlawfully conceal and
22 knowingly fail to disclose, and did knowingly assist with
23 another person to conceal and fail to disclose the occurrence of
24 an event and a fact that affected the initial and continued
25 material right and entitlement of Zurich Insurance to an
26 insurance benefit and payment, and to the amount of a benefit
and payment to which Zurich Insurance was entitled, namely:
Defendant had a financial interest in and received financial
incentives to prescribe Compound Creams and Urine Toxicology
Tests to his workers compensation patients.

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1 COUNT 8: On or about and between April 04, 2013 and September
2 17, 2015, in violation of Section 550(b)(3) of the Penal Code
3 (INSURANCE FRAUD), a FELONY, KEVIN SONGCHOL PARK, with the
4 intent to defraud, did unlawfully conceal and knowingly fail to
5 disclose, and did knowingly assist with another person to
6 conceal and fail to disclose the occurrence of an event and a
7 fact that affected the initial and continued material right and
8 entitlement of Zenith Ins. to an insurance benefit and payment,
9 and to the amount of a benefit and payment to which Zenith Ins.
10 was entitled, namely: Defendant had a financial interest in and
11 received financial incentives to prescribe Compound Creams and
12 Urine Toxicology Tests to his workers compensation patients.

13 COUNT 9: On or about and between April 04, 2013 and August 25,
14 2014, in violation of Section 550(b)(3) of the Penal Code
15 (INSURANCE FRAUD), a FELONY, KEVIN SONGCHOL PARK and KOUROSH
16 SHAMLOU, with the intent to defraud, did unlawfully conceal and
17 knowingly fail to disclose, and did knowingly assist with
18 another person to conceal and fail to disclose the occurrence of
19 an event and a fact that affected the initial and continued
20 material right and entitlement of Tristar Insurance Group to an
21 insurance benefit and payment, and to the amount of a benefit
22 and payment to which Tristar Insurance Group was entitled,
23 namely: Defendant had a financial interest in and received
24 financial incentives to order Urine Toxicology Tests to his
25 workers compensation patients.

26 COUNT 10: On or about and between April 04, 2013 and September
27 22, 2015, in violation of Section 550(b)(3) of the Penal Code
28 (INSURANCE FRAUD), a FELONY, KEVIN SONGCHOL PARK, with the
29 intent to defraud, did unlawfully conceal and knowingly fail to
30 disclose, and did knowingly assist with another person to
31 conceal and fail to disclose the occurrence of an event and a
32 fact that affected the initial and continued material right and
33 entitlement of State Compensation Insurance Fund to an insurance
34 benefit and payment, and to the amount of a benefit and payment
35 to which State Compensation Insurance Fund was entitled, namely:
36 Defendant had a financial interest in and received financial
37 incentives to order Urine Toxicology Tests to his workers
38 compensation patients.

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1 COUNT 11: On or about and between April 04, 2013 and March 13,
2 2015, in violation of Section 550(b)(3) of the Penal Code
3 (INSURANCE FRAUD), a FELONY, KEVIN SONGCHOL PARK and KOUROSH
4 SHAMLOU, with the intent to defraud, did unlawfully conceal and
5 knowingly fail to disclose, and did knowingly assist with
6 another person to conceal and fail to disclose the occurrence of
7 an event and a fact that affected the initial and continued
8 material right and entitlement of The Hartford to an insurance
9 benefit and payment, and to the amount of a benefit and payment
10 to which The Hartford was entitled, namely: Defendant had a
11 financial interest in and received financial incentives to order
12 Urine Toxicology Tests and prescribe Compound Creams to his
13 workers compensation patients.

10 COUNT 12: On or about and between April 04, 2013 and July 08,
11 2016, in violation of Section 550(b)(3) of the Penal Code
12 (INSURANCE FRAUD), a FELONY, KEVIN SONGCHOL PARK and KOUROSH
13 SHAMLOU, with the intent to defraud, did unlawfully conceal and
14 knowingly fail to disclose, and did knowingly assist with
15 another person to conceal and fail to disclose the occurrence of
16 an event and a fact that affected the initial and continued
17 material right and entitlement of Markel (Firstcomp) to an
18 insurance benefit and payment, and to the amount of a benefit
19 and payment to which Markel (Firstcomp) was entitled, namely:
20 Defendant had a financial interest in and received financial
21 incentives to order Urine Toxicology Tests to his workers
22 compensation patients.

19 COUNT 13: On or about and between April 04, 2013 and June 05,
20 2014, in violation of Section 550(b)(3) of the Penal Code
21 (INSURANCE FRAUD), a FELONY, KEVIN SONGCHOL PARK and KOUROSH
22 SHAMLOU, with the intent to defraud, did unlawfully conceal and
23 knowingly fail to disclose, and did knowingly assist with
24 another person to conceal and fail to disclose the occurrence of
25 an event and a fact that affected the initial and continued
26 material right and entitlement of Pacific Compensation Insurance
27 to an insurance benefit and payment, and to the amount of a
28 benefit and payment to which Pacific Compensation Insurance was
entitled, namely: Defendant had a financial interest in and
received financial incentives to order Urine Toxicology Tests to
his workers compensation patients.

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1 COUNT 14: On or about and between April 04, 2013 and April 04,
2 2015, in violation of Section 550(b)(3) of the Penal Code
3 (INSURANCE FRAUD), a FELONY, KEVIN SONGCHOL PARK and KOUROSH
4 SHAMLOU, with the intent to defraud, did unlawfully conceal and
5 knowingly fail to disclose, and did knowingly assist with
6 another person to conceal and fail to disclose the occurrence of
7 an event and a fact that affected the initial and continued
8 material right and entitlement of Liberty Mutual to an insurance
9 benefit and payment, and to the amount of a benefit and payment
10 to which Liberty Mutual was entitled, namely: Defendant had a
11 financial interest in and received financial incentives to Urine
12 Toxicology Tests and prescribe compound creams to his workers
13 compensation patients.

10 COUNT 15: On or about and between April 04, 2013 and September
11 05, 2015, in violation of Section 550(b)(3) of the Penal Code
12 (INSURANCE FRAUD), a FELONY, KEVIN SONGCHOL PARK, with the
13 intent to defraud, did unlawfully conceal and knowingly fail to
14 disclose, and did knowingly assist with another person to
15 conceal and fail to disclose the occurrence of an event and a
16 fact that affected the initial and continued material right and
17 entitlement of ICW Group Insurance Companies to an insurance
18 benefit and payment, and to the amount of a benefit and payment
19 to which ICW Group Insurance Companies was entitled, namely:
20 Defendant had a financial interest in and received financial
21 incentives to order Urine Toxicology tests and prescribe
22 compound creams to his workers compensation patients.

19 COUNT 16: On or about and between April 04, 2013 and January
20 07, 2015, in violation of Section 550(b)(3) of the Penal Code
21 (INSURANCE FRAUD), a FELONY, KEVIN SONGCHOL PARK and KOUROSH
22 SHAMLOU, with the intent to defraud, did unlawfully conceal and
23 knowingly fail to disclose, and did knowingly assist with
24 another person to conceal and fail to disclose the occurrence of
25 an event and a fact that affected the initial and continued
26 material right and entitlement of Farmers Insurance to an
27 insurance benefit and payment, and to the amount of a benefit
28 and payment to which Farmers Insurance was entitled, namely:
Defendant had a financial interest in and received financial
incentives to order Urine Toxicology Tests and prescribe
compound creams to his workers compensation patients.

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1 COUNT 17: On or about and between April 04, 2013 and August 03,
2 2015, in violation of Section 550(b)(3) of the Penal Code
3 (INSURANCE FRAUD), a FELONY, KEVIN SONGCHOL PARK and KOUROSH
4 SHAMLOU, with the intent to defraud, did unlawfully conceal and
5 knowingly fail to disclose, and did knowingly assist with
6 another person to conceal and fail to disclose the occurrence of
7 an event and a fact that affected the initial and continued
8 material right and entitlement of Employers Insurance to an
9 insurance benefit and payment, and to the amount of a benefit
and payment to which Employers Insurance was entitled, namely:
Defendant had a financial interest in and received financial
incentives to order Urine Toxicology Tests and prescribe
Compound creams to his workers compensation patients.

10 COUNT 18: On or about and between April 04, 2013 and August 19,
11 2015, in violation of Section 550(b)(3) of the Penal Code
12 (INSURANCE FRAUD), a FELONY, KOUROSH SHAMLOU, with the intent to
13 defraud, did unlawfully conceal and knowingly fail to disclose,
14 and did knowingly assist with another person to conceal and fail
15 to disclose the occurrence of an event and a fact that affected
16 the initial and continued material right and entitlement of
17 Allianz to an insurance benefit and payment, and to the amount
18 of a benefit and payment to which Allianz was entitled, namely:
Defendant had a financial interest in and received financial
incentives to order Urine Toxicology Tests and prescribe
Compound creams to his workers compensation patients.

19 COUNT 19: On or about and between April 04, 2013 and January
20 28, 2015, in violation of Section 550(b)(3) of the Penal Code
21 (INSURANCE FRAUD), a FELONY, KEVIN SONGCHOL PARK, with the
22 intent to defraud, did unlawfully conceal and knowingly fail to
23 disclose, and did knowingly assist with another person to
24 conceal and fail to disclose the occurrence of an event and a
25 fact that affected the initial and continued material right and
26 entitlement of AIG to an insurance benefit and payment, and to
the amount of a benefit and payment to which AIG was entitled,
namely: Defendant had a financial interest in and received
financial incentives to order Urine Toxicology Tests and
prescribe Compound creams to his workers compensation patients.

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1 COUNT 20: On or about and between April 04, 2013 and February
2 13, 2015, in violation of Section 550(b)(3) of the Penal Code
3 (INSURANCE FRAUD), a FELONY, KEVIN SONGCHOL PARK, with the
4 intent to defraud, did unlawfully conceal and knowingly fail to
5 disclose, and did knowingly assist with another person to
6 conceal and fail to disclose the occurrence of an event and a
7 fact that affected the initial and continued material right and
8 entitlement of Accident Fund Group to an insurance benefit and
9 payment, and to the amount of a benefit and payment to which
10 Accident Fund Group was entitled, namely: Defendant had a
11 financial interest in and received financial incentives to order
12 Urine Toxicology Tests and prescribe Compound creams to his
13 workers compensation patients.

10 I declare under penalty of perjury, on information and belief,
11 that the foregoing is true and correct.

12 Dated 04-03-2017 at Orange County, California.
13 KS/AC 17F00361

14
15 TONY RACKAUCKAS, DISTRICT ATTORNEY

16 by: /s/ SHADDI KAMIABIPOUR
17 SHADDI KAMIABIPOUR, Deputy District Attorney

18 RESTITUTION CLAIMED

19 [] None
20 [] \$ _____
21 [X] To be determined

22 BAIL RECOMMENDATION:

23 KEVIN SONGCHOL PARK - \$ 50,000.00
24 KOUROSH SHAMLOU - \$ 50,000.00

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NOTICES:

The People request that defendant and counsel disclose, within 15 days, all of the materials and information described in Penal Code section 1054.3, and continue to provide any later-acquired materials and information subject to disclosure, and without further request or order.

Pursuant to Welfare & Institutions Code §827 and California Rule of Court 5.552, notice is hereby given that the People will seek a court order to disseminate the juvenile case file of the defendant/minor, if any exists, to all parties in this action, through their respective attorneys of record, in the prosecution of this case.