

IN THE SUPERIOR COURT OF FULTON COUNTY
STATE OF GEORGIA

UGWONALI LAW GROUP LLC,

Plaintiff,

v.

**PROHEALTH INTEGRATED
MEDICAL LLC and CHRISTOPHER
PAUL WILLIS**

Defendants.

CIVIL ACTION FILE NUMBER:
2018CV306959

COMPLAINT FOR DAMAGES

Comes now the Ugwonal Law Group Llc, by and through the undersigned counsel, and for its Complaint for damages against the Defendants states as follows:

Jurisdiction, Venue, and Parties

1. This Court has personal jurisdiction over Defendant Christopher Paul Willis ("Paul Willis") because Paul Willis is a Georgia resident. Venue is also proper in this Court because Paul Willis is a Fulton County resident. This Court has subject matter jurisdiction over this matter.
2. Paul Willis is a Georgia resident, and service of process may be perfected against him at 303 South Esplanade, Alpharetta, Georgia 30009.
3. Defendant ProHealth Integrated Medical Llc is a Domestic Profit corporation with a registered agent for service of process of Anna Khotlina, 3205 Avalon Boulevard, Alpharetta, Fulton County, Georgia 30009. Defendant ProHealth Integrated Medical Llc ("ProHealth") may be served at that address.

Statement of Facts

3. On or around June 20, 2018 the Defendant Paul Willis contacted the Plaintiff's office to inquire about a former client's medical bills.
4. The Defendant stated the bills were not paid to Defendant ProHealth.
5. Defendant was then informed that no medical lien or letter of protection was signed by the Plaintiff's office and to contact the client for payment.
6. Defendant Willis never spoke with the attorney who handled the matter to further discuss the details concerning the unpaid bill.
7. On or around June 22, 2018, Defendants under the name of "Paul Willis" left a Google Review for Ugwionali Law Group saying as follows:

Unsavory business practices with this law firm I experienced solely as a doctor who has provided Injury care and rehabilitation to a client of Attorney Ada Ungwionali. Unfortunately, my personal experience with Ada Ungwionali's law practice was perceived much like a scam and left me feeling cheated. I provided thousands of dollars worth of medical care and agreed to wait for payment- which is due at claim settlement. This means that I provided quality care in my professional facility, which cost to provide and Pay the staff, doctors, insurance etc. I also provided medical records with a bill for services rendered with which the attorney uses to calculate the clients damages and financial recovery/settlement are based on. Ada Ungwionali settled the case, kept the money and didn't pay the patients bill. This is unfortunate, because of Ada Ungwonalis questionable ethics, the patient will now have to deal with ruining there a good name and credit score. Not to mention the fact that the attorney doesn't seem to care about the reputation of her practice. Please be careful.

8. Again, the Plaintiff did not have a lien or letter of protection and did as the client instructed the Plaintiff to do during the disbursement of the matter.

9. Second, there was no basis for the Defendant to state that the Plaintiff “unsavory business practices” or has a “scam” practice or “questionable ethics”, which insinuates that Plaintiff attempted to defraud the Defendants.

10. Defendants also alleged that Plaintiff “settled the case, kept the money and didn’t pay the patients bill,” which insinuates that Plaintiff stole money owed to the Defendants.

Count 1
Defamation-Libel

11. The preceding paragraphs are hereby incorporated by reference as if set forth herein.

12. The Defendant made a false and malicious statement intended to injure the reputation of “Ugwonali Law Group” and expose “Ugwonali Law Group” to public hatred, contempt, or ridicule.

13. The Defendant made a false and malicious statement when he posted a Google Review calling the Plaintiff a “scam” with “unsavory business practices” and “settled the case, kept the money and didn’t pay the patients bill.” The Defendant had no basis other than to subject “Ugwonali Law Group” to public hatred, contempt, and ridicule, especially when there was no letter of protection or lien.

14. The review left by the Defendant is not supported by any factual allegation.

Count 2
Punitive Damages

15. The preceding paragraphs are hereby incorporated by reference as if set forth herein.

16. Defendant’s conduct showed malice, fraud, and the entire want of care that would show a conscious indifference to the consequences.

17. Accordingly, Plaintiff is entitled to punitive damages.

Count 3

Attorney's Fees and Expenses of Litigation pursuant to O.C.G.A. § 13-6-11

18. The preceding paragraphs are hereby incorporated by reference as if set forth herein.
19. The Defendant's defamatory statement has caused the Plaintiff unnecessary trouble and expense.
20. The Plaintiff is entitled to attorney's fees pursuant to O.C.G.A. 1§ 3-6-11.

Count 4
Injunction

21. The preceding paragraphs are hereby incorporated by reference as if set forth herein.
22. The Plaintiff is seeking on order enjoining the Defendants from making libelous statements against the Plaintiff and to remove the false defamatory statements it made online.
23. Plaintiff will suffer from irreparable harm to its reputation if the statements are not removed. There is no remedy at law that will prevent such harm to Plaintiff's reputation.

Count 5
Defamation Per Se

24. The preceding paragraphs are hereby incorporated by reference as if set forth herein.
25. Defendant's false defamatory statement imputed a crime punishable by law on an attorney at Ugwonali Law Group. Defendant's defamatory statement imputes that the attorneys at Ugwonali Law Group is a scammer and takes client settlement money without paying medical providers that clients have instructed the attorney to do so. It is *per se* defamation pursuant to O.C.G.A. §51-5-4(a)(1) because it implies that Ugwonali Law Group is committing a theft offense.
26. Defendant's false defamatory statement expressly charges Ugwonali Law Group in reference to their business and profession as attorneys, and it was expressly calculated to injure the reputation of Ugwonali Law Group. The statement that the attorneys at Ugwonali Law Group, possibly

Adanna Ugwonali, is a scammer who commits a theft offense, was calculated to injure the reputation of Ugwonali Law Group. This is *per se* defamation pursuant to O.C.G.A. §51-5-4(a)(3).

Prayer for Relief

WHEREFORE, Plaintiff demands and the following:

- a) judgment against Defendant for \$3 million dollars for the damages suffered to “Ugwonali Law Group’s professional reputation, particularly since the Defendant has committed a per se violation, damage is inferred pursuant to O.C.G.A. § 51-5-4; and
- b) judgment against Defendant for any other relief to which Plaintiff may be entitled.

Respectfully submitted,

Dated: June 25, 2018

750 Hammond Drive
Building 12, Suite 200
Sandy Springs, GA 30328
Tel. (404) 593-2705
Fax. (404) 334-3306

/s/ Adanna Ugwonali, Esq.
Adanna Ugwonali, Esq.
Georgia Bar No. 360541
(Attorney) for the Plaintiff