EXHIBIT A

GIBSON E. PRATT (SBN 054353)
3850 N. Causeway Blvd.
Suite 800
Metairie, LA 70002
Telephone: (504) 834-4392
Facsimile: (504) 834-3663

WILKE, FLEURY, HOFFELT, GOULD & BIRNEY, LLP
THOMAS G. REDMON (SBN 047090)
DANIEL L. BAXTER (SBN 203862)
400 Capitol Mall, Twenty-Second Floor
Sacramento, CA 95814
Telephone: (916) 441-2430
Facsimile: (916) 442-6664

Attorneys for Plaintiff
ORTHODONTIC CENTERS OF CALIFORNIA, INC.

FILED
SUPERIOR COURT-STOCKTON
05 APR 11 AM 9:13
ROSA JUNQUERO, CLERK
BY _____ DEPUTY

SUPERIOR COURT OF CALIFORNIA

COUNTY OF SAN JOAQUIN

ORTHODONTIC CENTERS OF CALIFORNIA, INC., Plaintiff, vs. DAVID C. HOBSON, D.D.S., M.S., and D.C. HOBSON, DDS, MS., a Professional Corporation, Defendants.	Case No. CV026192 **COMPLAINT FOR BREACH OF PROMISSORY NOTE, MONEY HAD AND RECEIVED, AND QUANTUM MERUIT** THE CASE HAS BEEN ASSIGNED TO JUDGE CARTER P. HOLLY IN DEPARTMENT 42 FOR ALL PURPOSES INCLUDING TRIAL

Plaintiff ORTHODONTIC CENTERS OF CALIFORNIA, INC. ("Plaintiff") alleges as follows:

ALLEGATIONS COMMON TO ALL CAUSES OF ACTION

1. Plaintiff is a Delaware corporation that maintains its principal place of business in Metairie, Louisiana. OCA, INC. (formerly known as Orthodontic Centers of America, Inc.) ("OCA") is a Delaware corporation that maintains its principal place of business in Metairie, Louisiana. Plaintiff is a wholly-owned subsidiary of OCA, formed for the specific purpose of doing business in California, and authorized to do business in California.

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2. Defendant DAVID C. HOBSON, D.D.S., M.S., is an individual of the age of majority who, upon information and belief, is domiciled in the State of California, County of San Joaquin.

3. Defendant D. C. HOBSON, DDS, MS, a Professional Corporation, is a California professional corporation formed and owned by Defendant DAVID C. HOBSON, D.D.S., M.S. for the purpose of affiliating with Plaintiff and OCA (which affiliation took place in October of 2000), and maintaining its principal place of business in the State of California, County of San Joaquin.

4. Venue in this action is proper in the County of San Joaquin because the defendants reside in the County of San Joaquin, the contracts referenced below were to be performed in the County of San Joaquin, and the obligations (and breach thereof) described below arose in said County.

5. On or about October 16, 2000 and November 10, 2000, Plaintiff, OCA, and Defendants entered into a series of agreements, including three written promissory notes, as part of one consolidated transaction, whereby Defendants agreed to pay various sums to Plaintiff and OCA in exchange for the latters' assumption of debt on Defendants' behalves and provide orthodontic practice management services to Defendants. These promissory notes were executed by Defendants, for valuable consideration, in favor of Plaintiff and OCA, in the amount of $15,753.00, $5,000.00, and $50,444.30, respectively, with interest on the unpaid principal balances at the rate of 10.25 percent per annum (on the $15,753 and $5,000 notes) and 11 percent per annum (on the $50,444.30 note), respectively. Although the notes were executed as part of one consolidated transaction, they were structured for convenience with OCA as payee on one of three notes and Plaintiff as payee on the remaining two notes. Each of the three notes was payable in sixty (60) consecutive monthly installments commencing on November 1, 2000 (as to the $15,753 and $5,000 notes) and December 31, 2000 (as to the $50,444.30 note), respectively, and continuing monthly thereafter until principal and interest were paid in full. All sums payable under the promissory notes were to be made payable to Plaintiff or OCA. Each promissory note

provides that in the event of a default thereunder, the entire unpaid principal balance on the note, together with accrued interest, becomes immediately due and payable.

6. On April 6, 2005, OCA assigned to Plaintiff all rights, title, and interest that OCA had in the promissory notes.

I.

FIRST CAUSE OF ACTION

(Breach of Promissory Notes)

7. Plaintiff hereby realleges and reincorporates Paragraphs 1 through 6 of this Complaint as though fully set forth herein.

8. Plaintiff and OCA have performed all duties required under each of the promissory notes described in Paragraph 5, above.

9. Pursuant to the terms of the promissory notes, Defendants made various of the monthly payments called for thereunder, but discontinued making payments after the payments made in April, 2002.

10. In the course of proceedings in the case entitled Hobson, et al., v. Orthodontic Centers of America, Inc., et al (United District Court for the Eastern District of California, Case No. S-02-0886 WBS PAN), Plaintiff herein repeatedly made demand upon for Defendants for payment of the outstanding sums due on the promissory notes and, in open court, Defendants admitted that they were obligated to pay the remaining sums due on said notes.

11. Also, by letter dated August 17, 2004, Plaintiff provided further notice of Defendants' default on the promissory notes, and demanded full payment of the remaining outstanding sums.

12. Since the above-described demands for payment, Defendants have made no further payments of the sums due under the promissory notes.

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SACRAMENTO

13. Defendants refused and continue to refuse to pay their remaining obligations under the promissory notes, and the following sums are currently due, owing and unpaid from Defendants to Plaintiff:

(a) On the $15,753 promissory note, the accelerated principal sum of $13,870.80 together with interest thereon at the rate of 10.25 percent per annum from April 1, 2002 to the date of judgment;

(b) On the $5,000 promissory note, the accelerated principal sum of $4,402.59 together with interest thereon at the rate of 10.25 percent per annum from April 1, 2002 to the date of judgment;

(c) On the $50,444.30 promissory note, the accelerated principal sum of $44,521.04 together with interest thereon at the rate of 11 percent per annum from April 1, 2002 to the date of judgment;

14. Each promissory note provides that attorneys' fees and costs are to be awarded to Plaintiff in connection with collection or enforcement of said note.

WHEREFORE, Plaintiff prays for judgment as hereinafter set forth.

II.

SECOND CAUSE OF ACTION

(Money Had And Received)

15. Plaintiff hereby realleges and reincorporates paragraphs 1 through 14 of this Complaint as though fully set forth herein.

16. Defendants are in possession of monetary sums for the use and benefit of Plaintiff which in equity and good conscience should be turned over to Plaintiff. In connection with the execution of the promissory notes referenced above, Plaintiff and OCA paid to Defendants the sum of $71,197.30. As a result of this payment, Defendants were conferred with a significant economic benefit by virtue of Plaintiff's conduct.

17. Defendants knowingly accepted the benefits conferred upon them by Plaintiff and OCA (to wit, the aforementioned monetary payments), and promised to pay Plaintiff and OCA

the reasonable value of the consideration provided by Plaintiff. However, Defendants have not fully paid Plaintiff or OCA the reasonable value for this consideration.

18. If one or more of the promissory notes referenced above is declared invalid for any reason, which invalidity is specifically denied by Plaintiff, Plaintiff is nevertheless entitled to full and fair compensation from Defendants for the unpaid value of the consideration provided to Defendants, in the amount of $62,794.43, plus available interest.

WHEREFORE, Plaintiff prays for judgment as hereinafter set forth.

III.

THIRD CAUSE OF ACTION

(Quantum Meruit)

19. Plaintiff hereby realleges and reincorporates Paragraphs 1 through 18 of this Complaint as though fully set forth herein.

20. As a result of the consideration provided to Defendants by Plaintiff and OCA (discussed in Paragraph 5, above), Defendants were conferred with a significant economic benefit in the form of monetary consideration paid by Plaintiff and OCA.

21. Defendants knowingly accepted the benefits conferred upon them by Plaintiff and OCA (to wit, the aforementioned monetary payments), and promised to pay Plaintiff and OCA the reasonable value of the consideration provided to Defendants. However, Defendants have not fully paid Plaintiff and OCA the reasonable value of this consideration.

22. If one or more of the promissory notes referenced above is declared invalid for any reason, which invalidity is specifically denied by Plaintiff, Plaintiff is nevertheless entitled to full and fair compensation from Defendants for the unpaid value of the consideration provided to Defendants in an amount according to proof at trial, but in excess of the minimum jurisdictional amount of this Court.

WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

On the First Cause of Action:

1. For the principal sum of $13,870.80, plus interest at the rate of 10.25 percent per annum from April 1, 2002 until the entry of judgment;

2. For the principal sum of $4,402.59, plus interest at the rate of 10.25 percent per annum from April 1, 2002 until the entry of judgment;

3. For the principal sum of $44,521.04, plus interest at the rate of 11 percent per annum from April 1, 2002 until the entry of judgment;

4. For reasonable attorneys' fees incurred herein;

5. For costs and expenses of suit incurred herein; and

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

On the Second Cause of Action:

1. For compensatory damages in the amount of $62,794.43, plus available interest, or an amount according to proof at trial, but in any event in excess of the minimum jurisdictional amount of this Court;

2. For costs and expenses of suit incurred herein; and

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

On the Third Cause of Action:

1. For compensatory damages in an amount according to proof at trial, but in any event in excess of the minimum jurisdictional amount of this Court;

2. For costs and expenses of suit incurred herein; and

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

DATED: April 7, 2005

WILKE, FLEURY, HOFFELT, GOULD & BIRNEY, LLP

By: _____
DANIEL L. BAXTER
Attorneys for Plaintiff
ORTHODONTIC CENTERS OF CALIFORNIA, INC.

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