

Appellate Court Reaffirms CHE Breach of Contract Judgement Against ICJR

SAN DIEGO, CA, USA, February 24, 2021 /EINPresswire.com/ -- Center for HealthCare Education and Research, Inc. (CHE) is pleased to announce that an appellate court ruling by the Fourth District Court of Appeal, Division One, in California, has reaffirmed CHE's judgment for Breach of Contract against International Congress for Joint Reconstruction, Inc. (ICJR) in the amount, including accrued interest, of approximately \$3.2 million. CHE prevailed not only on its claim for Breach of Contract, but also on the majority of claims pursued at trial by ICJR on its Cross-Complaint. ICJR was awarded \$873,310.00 on its Cross-Complaint, leaving a substantial net award in favor of CHE.

CHE notes that ICJR has issued a public statement regarding the litigation between it and CHE, and that the statement issued omitted numerous material matters, which omissions make the communication misleading. ICJR's prior communication suggests it prevailed against CHE and Mark Sacaris, when, in fact, CHE prevailed against ICJR, and is seeking collection of those monies owed to it.

The affirmation of CHE's award for Breach of Contract against ICJR recognizes the significant contribution made by CHE and Mr. Sacaris to the development of ICJR. The Trial Judge wrote: "The Court finds that with the permission of the ICJR Board of Directors, CHE provided substantial management services for ICJR in making all arrangements for successful orthopedic surgery joint replacement conferences over a period of about 6 years. CHE also fronted payment for fees and expenses for ICJR when ICJR's account would not accommodate payment."

On appeal, ICJR sought to further offset the award against it and in favor of CHE by asking the Court of Appeal to increase its award, claiming an entitlement to CHE's profits, but the Court of Appeal declined to award ICJR any further damages, against either CHE or Mark Sacaris, CHE's President, and remanded the matter to the Trial Court to determine if, based on equitable principles, ICJR should be awarded any further monies. ICJR did not contest the Breach of Contract award against it, and that award is now final and subject to collection from ICJR.

Both CHE and ICJR have filed Petitions for Review in the California Supreme Court. The Supreme Court has previously held that under circumstances such as those presented in this case, ICJR will not be entitled to any additional relief. See *DeGarmo v Goldman* (1942) 19 Cal.2d 755.

Once the matter is finally resolved in the California Supreme Court, it will be remanded to either

the Court of Appeal or the Trial Court for final disposition. A motion is currently pending in the Trial Court to add Dr. Norman Scott, President of ICJR, as a judgment debtor on the Breach of Contract claim. That motion is scheduled to be heard April 23, 2021. If granted, Dr. Scott will be liable for the judgment against ICJR.

Citation: Center for Healthcare Education and Research, Inc. v International Congress for Joint Reconstruction, Inc., D076513 (Court of Appeal, Fourth

Public Relations

Center for Healthcare Education and Research, Inc.

+1 760-815-6474

[email us here](#)

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