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6 Our File No.: 171154

FILED  
SAN MATEO COUNTY

APR - 6 2017

Clerk of the Superior Court

By  DEPUTY CLERK

7 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
8 COUNTY OF SAN MATEO  
9 LIMITED CIVIL JURISDICTION

10 MA LABORATORIES, INC., a corporation, )  
11 )

11 Plaintiff, )

12 vs. )

13 )  
14 OPTIMUS VENTURES LLC, a limited )  
15 liability company; MEERA E. KAUL aka )  
16 MEERA E. KOUL; and DOES 1 through 50, )  
17 inclusive, )

17 Defendants. )

Case No. 17 CIV 01484

COMPLAINT FOR MONEY DUE  
FOR GOODS SOLD AND  
DELIVERED AND/OR SERVICES  
RENDERED PURSUANT TO  
WRITTEN AGREEMENT

(\$269,050.00)

18 FIRST CAUSE OF ACTION

19 (Money due against all defendants)

20 Plaintiff complains of Defendants, and each of them, and for a First Cause  
21 of Action, alleges as follows:

- 22 1. That Defendants, DOE 1 through DOE 50, inclusive, are unknown to  
23 Plaintiff, who therefore sues said Defendants by such fictitious names, and  
24 Plaintiff will amend this Complaint to show their true names and capacities  
25 when the same have been ascertained.  
26 2. The obligation sued upon herein was incurred within the jurisdiction of  
27 the above-entitled Court.  
28

17-CIV-01484  
CMP  
Complaint  
446716



1           3. Plaintiff is a corporation transacting business in interstate commerce  
2 and/or is authorized to transact business within the State of California.

3           4. The claim of indebtedness sued upon herein is not subject to the  
4 provisions of Section 1812.10 and Section 2984.4 of the Civil Code, for the  
5 reason that said indebtedness did not arise from a retail installment contract  
6 or under a contract pertaining to the purchase and/or financing of a motor  
7 vehicle.

8           5. At all times mentioned herein, Defendants, OPTIMUS VENTURES LLC,  
9 and DOE 1 were limited liability companies organized and doing business  
10 under the laws of the State of California or were doing business in the State of  
11 California.

12           6. Within four (4) years last past, Defendants and each of them, became  
13 indebted to Plaintiff in the sum of \$269,050.00 as and for a balance due on an  
14 open book account for goods sold and delivered and/or services rendered to  
15 Defendants, and each of them, by Plaintiff at the request of Defendants, and  
16 each of them.

17           7. On or about September 6, 2016, demand was made upon Defendants,  
18 and each of them, for the sum due, but Defendants, and each of them, have  
19 not paid said sum, or any part thereof, and there is now due, owing and  
20 unpaid from Defendants, and each of them, said sum.

21           8. The said goods sold and delivered and/or services were rendered to  
22 Defendants, and each of them, by Plaintiff pursuant to a written agreement, a  
23 copy of which is attached hereto as Exhibit A and by reference made a part  
24 hereof.

25           9. Pursuant to the said written agreement, Defendants, and each of them,  
26 agreed to pay interest at the rate of eighteen percent (18%) per annum on any  
27 delinquent amounts owing.

28           10. Pursuant to said agreement, Defendants, and each of them, agreed to  
pay reasonable attorney's fees incurred in the enforcement of any obligation

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MAR - 9 2017  
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Clerk of the Superior Court

1 under said agreement; that \$25,000.00 is a reasonable attorney's fee for the  
2 prosecution of this action should the matter proceed to judgment on an  
3 uncontested basis; that the Court should award such other reasonable  
4 attorney's fees in the event that the matter is contested.

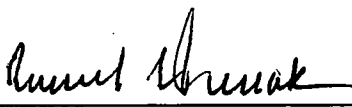
5 11. Plaintiff is informed and believes and on that basis alleges that there  
6 exists, and at all times herein mentioned there existed, a unity of interest  
7 between and among the defendants such that any individuality and  
8 separateness between them has ceased, that each of said defendants is the  
9 alter ego of the other defendants in that each defendant corporation was  
10 undercapitalized and was completely controlled, dominated and managed by  
11 the other defendants for their own convenience and benefit, and that  
12 adherence to the fiction of the separate existence of each defendant would  
13 sanction fraud and promote injustice.

14 WHEREFORE, Plaintiff prays for judgment against Defendants, and each of  
15 them, as follows:

- 16 1. For damages in the amount of \$269,050.00;
- 17 2. For interest on said amount at the rate of eighteen percent (18%) per  
18 annum from September 6, 2016;
- 19 3. For attorney's fees in the sum of \$25,000.00 in the event that this action  
20 proceeds on an uncontested basis; and such additional and further reasonable  
21 attorney's fees in the event that this action is contested;
- 22 4. For costs of suit incurred herein; and
- 23 5. For such other and further relief as this Court may deem just and  
24 proper.

25 Dated: April 3, 2017

GLASSBERG, POLLAK & ASSOCIATES

26  
27 By:   
28 ROBERT L. POLLAK  
Attorneys for Plaintiff

# **EXHIBIT A**

## Personal Guarantee

2016

This Personal Guaranty ("Guaranty") is made this 5 day of JULY, 2016 by MEERA KAUL, whose address is 143, SELBY IN, ATHERTON, CALIFORNIA ("Guarantor") in favor of Ma Laboratories, Inc., a California corporation ("Ma Labs").

### RECITALS

WHEREAS, Ma Labs is a vendor of computer products;  
WHEREAS, MEERA KAUL is the owner and principal of OPTIMUS VENTURES LLC ("Company");  
WHEREAS, as a condition for Ma Labs continuing to do business with Company, and for each order placed by Company in connection therewith, Ma Labs requires that Guarantor unconditionally personally guarantee all present and future obligations of Company to Ma Labs; and  
WHEREAS, Guarantor believes that it is in Guarantor's best interest to provide the requested Guaranty and has voluntarily and knowingly agreed to execute this Guaranty;  
NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Guarantor, Guarantor acknowledges and agrees as follows:

1. Guarantor hereby unconditionally personally guarantees the performance (payment) of all present and future contract, order, payment and other obligations of Company to Ma Labs (hereafter collectively referred to as the "Contract") including the full principal amount thereof with all interest and charges accrued thereon as provided by agreement or by law. This Guaranty shall be an absolute, irrevocable and continuing Guaranty.
2. The rights and remedies of Ma Labs against Guarantor arising under this Guaranty shall be separate and independent of any rights and remedies Ma Labs may have under the Contract, any other agreement or at law against Company, and Guarantor acknowledges same.
3. Ma Labs shall not be required to proceed first or at all against Company or any other person or entity before enforcing the terms of this Guaranty against Guarantor as to the full amount of the principal obligation owed by Company to Ma Labs, with interest thereon as provided by agreement and at law (including prejudgment interest).
4. Ma Labs shall not be required to pursue, exhaust or satisfy (whether in whole or in any part) any right or remedy Ma Labs may possess against Company or any other person or entity before legal action is instituted to enforce Ma Labs' rights hereunder to obtain and enforce judgment against Guarantor on this Guaranty for the full amount of Company's payment obligations to Ma Labs, with accrued interest (including prejudgment interest).
5. In the event Ma Labs is the prevailing party in any action to enforce this Guaranty, Ma Labs will be entitled to recover its reasonable attorneys' fees, costs and expenses from Guarantor (including any audit and accounting fees, costs or expenses) and submit to legal jurisdiction in the county of Santa Clara, State of California.
6. Guarantor shall provide Ma Labs, on request, with true, timely, complete and correct information regarding the financial condition of Company insofar as pertinent to its ability to fulfill its ongoing contract and payment obligations to Ma Labs. All reports, financial statements, documents, representations, and other information of any kind provided to Ma Labs by Guarantor or Company shall be true, timely, complete and correct in all material respects. Guarantor acknowledges that this obligation is continuing in nature.
7. Guarantor's obligations under this Guaranty shall not be waived, diminished or discharged by any delay, forbearance, accommodation, or extension of time that Ma Labs may (in its sole discretion) grant to Company or Guarantor, by any prior or future course of dealing between Ma Labs and the Company, by the release of any other obligor or any collateral, or by any other act, omission, or circumstance, and Guarantor waives any right to assert same as to the entirety and any part of the obligations of Company and Guarantor. Specifically and without in any way narrowing the scope of the foregoing waivers, the Guarantor waives any and all rights of notice, demand, presentation, subrogation, reimbursement, indemnification, contribution, setoff, election of remedies, and other rights and defenses that are or may become available to Guarantor by reason of California Civil Code §§ 2787 to 2855, 2899, and/or 3433, the California Commercial Code, or other statutory or decisional law.
8. This Guaranty, all of its terms and conditions, and all obligations of the Guarantor hereunder, shall be binding upon the successors, assigns, heirs, and beneficiaries of such Guarantor (including any trustee or debtor-in-possession on behalf of such Guarantor) and shall inure to the benefit of Ma Labs and its successors and assigns.
9. This Guaranty is intended as the final expression of this agreement of Guaranty and is acknowledged by Guarantor to be a complete and exclusive statement of its terms and conditions. No act or failure to act on the part of Ma Labs in the enforcement of its rights and/or Company's or Guarantor's obligations in connection with the Contract or this Guaranty shall in any way be deemed to give rise to any estoppel or waiver or other claim or defense in favor of Company or Guarantor.

*meera kaul*

\_\_\_\_\_  
Guarantor's Signature

MEERA KAUL

\_\_\_\_\_  
Guarantor's Full Name (Typed or Printed)

OWNER

\_\_\_\_\_  
Title (owner / president/only)

\_\_\_\_\_  
Social Security Number  
(Passport or ID number for International Customer)