

1 **LEWIS BRISBOIS BISGAARD & SMITH LLP**
JOSEPH R. LORDAN, SB# 265610
2 Email: Joseph.Lordan@lewisbrisbois.com
SUMY KIM, SB# 290082
3 Email: Sumy.Kim@Lewisbrisbois.com
333 Bush Street, Suite 1100
4 San Francisco, California 94104-2872
Telephone: 415.362.2580
5 Facsimile: 415.434.0882

6 Attorneys for Defendant and Cross-Complainant
VASPER SYSTEMS, LLC and PETER
7 WASOWSKI

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 COUNTY OF SANTA CLARA
10

11 MEERA KAUL,

12 Plaintiff,

13 vs.

14 VASPER VITALITY INVESTORS, LLC,
15 VASPER SYSTEMS, LLC, VASPER
SYSTEMS CALIFORNIA, LLC, PETER
16 WASOWSKI, CHRIS MASHIBA, JAY
CHESA VAGE, DAVID MALEY and DOES
17 1-50 Inclusive.

18 Defendants.

19
20 VASPER SYSTEMS, LLC and PETER
WASOWSKI,

21 Cross-Complainants,

22 vs.

23
24 MEERA KAUL a.k.a. MEERA KOUL and
OPTIMUS VENTURES LLC, and ROES 51-
25 100 Inclusive.

26 Cross-Defendants.
27

28 //

4820-1578-8127.1

E-FILED
3/12/2018 1:07 PM
Clerk of Court
Superior Court of CA,
County of Santa Clara
17CV321005
Reviewed By: V. Taylor
Envelope: 1300687

CASE NO.: 17CV321005

**CROSS-COMPLAINT BY VASPER
SYSTEMS, LLC AND PETER
WASOWSKI FOR:**

- (1) **FRAUDULENT
MISREPRESENTATION;**
- (2) **BREACH OF FIDUCIARY DUTY;
and**
- (3) **CONVERSION.**

1 **CROSS-COMPLAINT**

2 Defendant and Cross-Complainant VASPER SYSTEMS, LLC (“VASPER”) and
3 Defendant and Cross-Complainant PETER WASOWSKI (“WASOWSKI”) (collectively, “Cross-
4 Complainants”) hereby cross-complains against Plaintiff and Cross-Defendant MEERA KAUL
5 a.k.a. MEERA KOUL (“KAUL”) and OPTIMUS VENTURES, LLC (“OPTIMUS”) (collectively,
6 “Cross-Defendants”) as follows:

7 **PRELIMINARY ALLEGATIONS**

8 1. Cross-Complainant VASPER is and at all times herein was, a limited liability
9 corporation organized and existing under the laws of the state of Hawaii, with its principal place of
10 business in Santa Clara County, California.

11 2. Cross-Complainant WASOWSKI is and at all times herein an individual residing in
12 the State of California.

13 3. Cross-Complainants are informed and believe and thereon alleges that Cross-
14 Defendant KAUL is at all times mentioned herein an individual residing in the State of California.

15 4. Cross-Complainants are informed and believe and thereon alleges that Cross-
16 Defendant OPTIMUS is and at all times herein was, a limited liability corporation organized and
17 existing under the laws of the state of Delaware, with its principal place of business in Santa Clara
18 County, California.

19 5. The true names and capacities, whether individual, corporate or associate, or
20 otherwise of Cross-Defendants designated herein as ROES 51 through 100, inclusive, are
21 unknown to Cross-Complainants at this time, who, therefore, sues said Cross-Defendants by such
22 fictitious names and will ask leave to amend this Cross-Complaint to show their true names and
23 capacities when the same have been ascertained. Cross-Complainants are informed and believe,
24 and thereon alleges, that Cross-Defendants ROES 51 through 100, inclusive, are in some manner
25 responsible for the event and happenings referred to herein and are liable to Cross-Complainants
26 as alleged hereinafter.

27 6. Cross-Complainants are informed and believe, and thereon alleges, that Cross-
28 Defendants, and each of them, at all times herein mentioned were acting as the agents and/or

1 employees of the remaining Cross-Defendants.

2 **GENERAL ALLEGATIONS**

3 7. WASOWSKI founded VASPER in 2009 and serves as its CEO.

4 8. In or around early summer of 2017, KAUL introduced herself to WASOWSKI and
5 represented to WASOWSKI and VASPER that she was a wealthy investor and an expert in
6 software design. KAUL further claimed she obtained an MBA from Stanford University
7 (“Stanford”) and a law degree from Thomas Jefferson School of Law.

8 9. After meeting WASOWSKI, KAUL began a scheme to fraudulently induce Cross-
9 Complainants to hire her as the CEO at VASPER.

10 10. In pursuit of her scheme, KAUL began by visiting WASOWSKI multiple times at
11 VASPER’s Mountain View, California headquarters, feigning interest in the company.

12 11. During her visits, KAUL made representations to Cross-Defendants that she had
13 deep knowledge of the VASPER’s entities and volunteered to assist in its corporate reorganization
14 based on her educational background and experience. KAUL also made representations of her
15 business prowess, claiming that she had great business success internationally, including in the
16 United Arab Emirates (“UAE”).

17 12. KAUL further represented that she had significant wealth and that she was
18 interested in investing several million dollars into VASPER. To evidence her wealth, she claimed
19 that she purchased a home in the affluent town of Atherton, California in cash, even inviting
20 WASOWSKI to a business event there.

21 13. KAUL also represented that she often held business events at her home and that she
22 would introduce WASOWSKI to her expansive network, including but not limited to, officials
23 from the White House and other wealthy and influential people. She claimed that she would be
24 able to bring to VASPER over \$50 million in investments from her network.

25 14. In furtherance of her scheme to defraud, KAUL invited a group of individuals to
26 VASPER and introduced them to WASOWSKI, claiming them to be from her “MBA class” at
27 Stanford.

28 15. KAUL furthered her deceitful scheme by causing her fraudulent credentials to be

1 widely published and by maintaining an extensive presence in the Bay Area entrepreneurial
2 community and on reputable internet outlets. KAUL also cultivated a significant internet
3 presence, in particular for her non-profit organization the Meera Kaul Foundation, further inducing
4 Cross-Claimants' reasonable reliance on KAUL's representations.

5 16. By June 2017, WASOWSKI began to consider KAUL's suggestion that she replace
6 him as the CEO of VASPER based on her representations of (1) her vast experience in marketing
7 companies such as VASPER, (2) her MBA education, (3) her expertise in law given her plan for
8 corporate reorganization, and (4) her purported ability to invest significant capital into VASPER.

9 17. Ultimately, WASOWSKI agreed to propose KAUL's proposition to the
10 Management Committee as VASPER's Operating Agreement required that they would have to
11 vote and make the final decision whether to elect her as the new CEO.

12 18. Subsequently, KAUL executed her scheme by drafting emails for WASOWSKI to
13 send to the Management Committee suggesting KAUL to replace him as CEO.

14 19. In reliance on KAUL's numerous representations of her experience, expertise and
15 capital, WASOWSKI sent the emails KAUL drafted to the Management Committee.

16 20. On June 12, 2017, the Management Committee approved WASOWSKI to begin
17 substantive discussions with KAUL in regards to her becoming VASPER's new CEO.

18 21. Pending the Management Committee's approval, the parties began discussing
19 KAUL's desired salary of \$300,000 a year. In addition, WASOWSKI optimistically stated that
20 she could have the opportunity to potentially earn or buy a percentage ownership of VASPER if
21 she performed well.

22 22. KAUL demanded that the above proposal be memorialized in writing as a sign of
23 good faith and based on her contention that she was turning down other opportunities.

24 23. Based on her representation that she was a "trained attorney", WASOWSKI agreed
25 to memorialize their intention in writing, and KAUL drafted the agreement. However, KAUL
26 knew that any agreement would not be binding as WASOWSKI did not have any authority to
27 enter into such an agreement without the Management Committee's approval.

28 24. When she presented a draft of the agreement to WASOWSKI, she claimed that an

1 attorney at McDermott Will & Emery LLP (“McDermott”), who was retained by Cross-
2 Defendants through KAUL, had already reviewed and signed off on the form of the document.

3 25. In reliance on KAUL’s claimed legal expertise and McDermott’s purported review,
4 WASOWSKI signed the agreement on June 26, 2017, and KAUL began working for VASPER.

5 26. Upon signing the agreement, KAUL demanded that her compensation for her
6 employment be invoiced from and paid to her company OPTIMUS, rather than on a form W-2.

7 27. The parties also agreed that KAUL would replace one of VASPER’s three
8 members in the Management Committee. McDermott was tasked with drafting the necessary
9 documents. On August 17, 2017, resolutions were signed, and KAUL was appointed to the
10 VASPER’s Management Committee.

11 28. Subsequently, KAUL recommended that Cross-Complainants reorganize VASPER
12 from LLC to C-Corp. Within several months of her employment, KAUL accumulated more than
13 \$80,000 in attorneys’ fees from McDermott for work allegedly done for VASPER without
14 producing any actual results.

15 29. In September 2017, KAUL invited VASPER to exhibit its equipment at the
16 September Women in STEM Conference in San Francisco, claiming that no less than 1,000 people
17 were registered to attend from all around the world. In order to exhibit VASPER’s equipment,
18 KAUL asked for \$10,000 donation from VASPER to the Meera Kaul Foundation.

19 30. In reliance on KAUL’s representations regarding the size of the event, Cross-
20 Complainants donated \$10,000, only to find that less than 150 participants attended the September
21 conference

22 31. In or around the beginning of October 2017, VASPER’s VP of Engineering and
23 Stanford alumni, Jay Chesavage, searched for KAUL’s name in his Stanford’s alumni portal to
24 find that no one named “Meera Kaul” or “Meera Koul” had graduated from there.

25 32. On or around October 3, 2017, Mr. Chesavage communicated to KAUL that he was
26 unable to find her in the Stanford Alumni portal. In response, KAUL became defensive and
27 aggressive and continued to insist that she received an MBA at Stanford. She further represented
28 to Mr. Chesavage that she had also earned an undergraduate degree in law at Stanford.

33. Knowing Stanford did not offer an undergraduate law degree, Mr. Chesavage
became suspicious of KAUL and communicated his concern to WASOWSKI.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

34. Subsequently, Cross- Complainants learned that KAUL’s claim that she had obtained an MBA from Stanford and a law degree from Thomas Jefferson School of Law were false.

35. Cross- Complainants are informed and believe that KAUL did not own her Atherton home as she had claimed.

36. On or around October 8, 2017, Cross- Complainants became informed of troubling accusations made by KAUL’S UAE business associates that she had misappropriated business assets from former business associates.

37. Seriously concerned about this new information, on or around October 9, 2017, WASOWSKI confronted KAUL in regards to the truth of her education credentials, and he was also met with aggression and fierce denial. Therein, KAUL again reminded WASOWSKI that she had nearly two million in capital that she could invest into VASPER and at least \$50 million in investments she could bring in from her network.

38. On October 10, 2017, KAUL abruptly resigned from VASPER.

39. Upon information and belief, KAUL’s claimed business success in the UAE appears to be a falsehood, and Cross- Complainants were informed that approximately twenty court cases were active in the UAE against her or her entities, alleging millions of dollars in bank fraud or misappropriation.

40. Similarly, VASPER discovered that OPTIMUS has been sued by four different vendors claiming \$730,000 in damages in pending lawsuits in San Mateo Superior Court.

41. Based on the above, VASPER reviewed its own accounts and discovered that KAUL misused VASPER’s credit cards by purchasing personal items unrelated to VASPER and charging VASPER for expenses attributable to her non-profit organization.

FIRST CAUSE OF ACTION

(Fraudulent Misrepresentation against Cross-Defendants)

42. Cross-Complainants reallege and incorporate by reference all allegations in the preceding paragraphs.

43. Upon information and belief, Cross-Defendants falsely represented to Cross-



1 Complainants KAUL's education, wealth, expertise and experience in furtherance of a conspiracy
2 to seize control of VASPER, embezzle funds and to harm Cross-Complainants' economic
3 interests.

4 44. On information and belief, KAUL, on behalf of herself and Cross -defendant
5 OPTIMUS, knowingly and falsely represented to Cross-Complainants her education, wealth,
6 expertise and experience with the intention that Cross-Complainants rely on these false
7 representations and hire her as the CEO of VASPER. On information and belief, such
8 representation was also made recklessly and without regard for its truth as Cross-Defendants never
9 intended to provide legitimate business services to Cross-Complainants.

10 45. At the time these representations were made by Cross-Defendants, and at the time
11 Cross-Defendants took the actions herein alleged, Cross-Complainants were ignorant of the falsity
12 of these representations and believed them to be true.

13 46. Cross-Complainants reasonably relied on Cross-Defendants false representations in
14 their hiring of KAUL as CEO, before they discovered that Cross-Defendants had conspired to
15 harm Cross-Complainants' economic interests as herein alleged.

16 47. Upon information and belief, Cross-Complainants' reasonable reliance on Cross-
17 Defendants' false representation as alleged herein was a substantial factor in causing the harm to
18 Cross-Complainants.

19 48. Upon information and belief, Cross-Defendants fraudulent conduct harmed Cross-
20 Complainants in an amount to be determined at trial.

21 49. Upon information and belief, Cross-Defendants' false representation and promise,
22 and concealment, as herein alleged, was committed with oppression, fraud and malice towards
23 Cross-Complainants. Therefore, Cross-Complainants are entitled to punitive and exemplary
24 damages pursuant to Civil Code § 3294.

25 **SECOND CAUSE OF ACTION**

26 **(Conversion Against Cross-Defendants)**

27 50. Cross-Complainants reallege and incorporate by reference all allegations in the
28 preceding paragraphs.

1 51. Upon information and belief, Cross-Defendants conspired to deprive Cross-
 2 Complainants of its assets and monies.

3 52. Upon information and in belief, by using Cross-Complainants' accounts to pay for
 4 personal expenses and charges unrelated to the business of VASPER as alleged herein, Cross-
 5 Defendants intentionally and substantially interfered with Cross-Complainants' assets.

6 53. Cross-Complainants have never consented to Cross-Defendants' unlawful
 7 conversion as alleged herein.

8 54. On information and belief, as a result of Cross-Defendants' conversion, Cross-
 9 Complainants have been harmed in an amount to be determined at trial.

10 55. Upon information and belief, Cross-Defendants' conversion was a substantial
 11 factor in causing Cross-Complainants harm.

12 56. On information and belief, Cross-Defendants' conversion was committed with
 13 oppression, fraud and malice towards Cross-Complainants. Therefore, Cross-Complainants are
 14 entitled to punitive and exemplary damages pursuant to Civil Code § 3294.

THIRD CAUSE OF ACTION

(Breach of Fiduciary Duty Against Cross-Defendants)

15
 16
 17 57. Cross-Complainants reallege and incorporate by reference all allegations in the
 18 preceding paragraphs.

19 58. As an officer and/or director of VASPER, Cross-Defendants had a fiduciary duty to
 20 Cross-Complainants to act with the utmost good faith and in their best interests.

21 59. On information and belief, in derivation of her fiduciary duty to Cross-
 22 Complainants to act with the utmost good faith and in their best interests, Cross-Defendants
 23 embezzled money from VASPER through unauthorized personal expenses, as herein alleged.

24 60. On information and belief, Cross-Defendants embezzlement and self-dealing of
 25 VASPER's funds, as herein alleged, harmed Cross-Complainants in an amount subject to proof at
 26 trial.

27 61. On information and belief, Cross-Defendants' embezzlement and self-dealing of
 28 VAPER's funds, as herein alleged, in derivation of their fiduciary duty to act with the utmost good

1 faith and in the best interests of Cross-Complainants, was a substantial factor in causing the harm
2 as herein alleged.

3 62. On information and belief, Cross-Defendants have acted with oppression, fraud and
4 malice towards Cross-Complainants in breaching their fiduciary duties, as herein alleged.
5 Therefore, Cross-Complainants are entitled to punitive and exemplary damages pursuant to Civil
6 Code § 3294.

7 **PRAYER FOR RELIEF**

8 Cross-Complainants pray for judgment as follows:

- 9 1. For general, special, compensatory and punitive damages on the First Cause of Action
10 for Damages against Cross-Defendants according to proof at trial;
11 2. For general, special, compensatory and punitive damages on the Second Cause of
12 Action for Damages against Cross-Defendants according to proof at trial;
13 3. For general, special, compensatory and punitive damages on the Third Cause of Action
14 for Damages against Cross-Defendants according to proof at trial;
15 4. For Attorneys' Fees; and
16 5. On all causes of action for costs of suit and for such other relief which the Court deems
17 just and proper.

18 LEWIS BRISBOIS BISGAARD & SMITH LLP

19 DATED: March 12, 2018

20 By: 

21 Joseph R. Lordan

22 Sumy Kim

23 Attorneys for Defendant and Cross-Complainant

24 VASPER SYSTEMS, LLC and PETER

25 WASOWSKI

1
2
3
4 **PROOF OF SERVICE**

5 *Meera Kaul v. Vasper Investors, et al.*
6 Santa Clara County Superior Court Case No. 17CV321005

7 STATE OF CALIFORNIA, COUNTY OF SAN FRANCISCO

8 At the time of service, I was over 18 years of age and not a party to the action. My
9 business address is 333 Bush Street, Suite 1100, San Francisco, CA 94104-2872.

10 On March 12, 2018, I served the following document(s):

11 **CROSS-COMPLAINT BY VASPER SYSTEMS, LLC AND PETER WASOWSKI**
12 **FOR: (1) FRAUDULENT MISREPRESENTATION; (2) BREACH OF**
13 **FIDUCIARY DUTY; AND (3) CONVERSION**

14 I served the documents on the following persons at the following addresses (including fax
15 numbers and e-mail addresses, if applicable):

16 Frank E. May, Esq.
17 Law Office of Frank E. Mayo
18 4962 El Camino Real, Suite 104
19 Los Altos, CA 94022

20 The documents were served by the following means:

21 (BY U.S. MAIL) I enclosed the documents in a sealed envelope or package addressed to
22 the persons at the addresses listed above and:

23 Placed the envelope or package for collection and mailing, following our ordinary
24 business practices. I am readily familiar with the firm's practice for collection and processing
25 correspondence for mailing. Under that practice, on the same day that correspondence is placed
26 for collection and mailing, it is deposited in the ordinary course of business with the U.S. Postal
27 Service, in a sealed envelope or package with the postage fully prepaid.

28 I declare under penalty of perjury under the laws of the State of California that the
foregoing is true and correct.

Executed on March 12, 2018, at San Francisco, California.

29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71
72
73
74
75
76
77
78
79
80
81
82
83
84
85
86
87
88
89
90
91
92
93
94
95
96
97
98
99
100
101
102
103
104
105
106
107
108
109
110
111
112
113
114
115
116
117
118
119
120
121
122
123
124
125
126
127
128
129
130
131
132
133
134
135
136
137
138
139
140
141
142
143
144
145
146
147
148
149
150
151
152
153
154
155
156
157
158
159
160
161
162
163
164
165
166
167
168
169
170
171
172
173
174
175
176
177
178
179
180
181
182
183
184
185
186
187
188
189
190
191
192
193
194
195
196
197
198
199
200
201
202
203
204
205
206
207
208
209
210
211
212
213
214
215
216
217
218
219
220
221
222
223
224
225
226
227
228
229
230
231
232
233
234
235
236
237
238
239
240
241
242
243
244
245
246
247
248
249
250
251
252
253
254
255
256
257
258
259
260
261
262
263
264
265
266
267
268
269
270
271
272
273
274
275
276
277
278
279
280
281
282
283
284
285
286
287
288
289
290
291
292
293
294
295
296
297
298
299
300
301
302
303
304
305
306
307
308
309
310
311
312
313
314
315
316
317
318
319
320
321
322
323
324
325
326
327
328
329
330
331
332
333
334
335
336
337
338
339
340
341
342
343
344
345
346
347
348
349
350
351
352
353
354
355
356
357
358
359
360
361
362
363
364
365
366
367
368
369
370
371
372
373
374
375
376
377
378
379
380
381
382
383
384
385
386
387
388
389
390
391
392
393
394
395
396
397
398
399
400
401
402
403
404
405
406
407
408
409
410
411
412
413
414
415
416
417
418
419
420
421
422
423
424
425
426
427
428
429
430
431
432
433
434
435
436
437
438
439
440
441
442
443
444
445
446
447
448
449
450
451
452
453
454
455
456
457
458
459
460
461
462
463
464
465
466
467
468
469
470
471
472
473
474
475
476
477
478
479
480
481
482
483
484
485
486
487
488
489
490
491
492
493
494
495
496
497
498
499
500
501
502
503
504
505
506
507
508
509
510
511
512
513
514
515
516
517
518
519
520
521
522
523
524
525
526
527
528
529
530
531
532
533
534
535
536
537
538
539
540
541
542
543
544
545
546
547
548
549
550
551
552
553
554
555
556
557
558
559
560
561
562
563
564
565
566
567
568
569
570
571
572
573
574
575
576
577
578
579
580
581
582
583
584
585
586
587
588
589
590
591
592
593
594
595
596
597
598
599
600
601
602
603
604
605
606
607
608
609
610
611
612
613
614
615
616
617
618
619
620
621
622
623
624
625
626
627
628
629
630
631
632
633
634
635
636
637
638
639
640
641
642
643
644
645
646
647
648
649
650
651
652
653
654
655
656
657
658
659
660
661
662
663
664
665
666
667
668
669
670
671
672
673
674
675
676
677
678
679
680
681
682
683
684
685
686
687
688
689
690
691
692
693
694
695
696
697
698
699
700
701
702
703
704
705
706
707
708
709
710
711
712
713
714
715
716
717
718
719
720
721
722
723
724
725
726
727
728
729
730
731
732
733
734
735
736
737
738
739
740
741
742
743
744
745
746
747
748
749
750
751
752
753
754
755
756
757
758
759
760
761
762
763
764
765
766
767
768
769
770
771
772
773
774
775
776
777
778
779
780
781
782
783
784
785
786
787
788
789
790
791
792
793
794
795
796
797
798
799
800
801
802
803
804
805
806
807
808
809
810
811
812
813
814
815
816
817
818
819
820
821
822
823
824
825
826
827
828
829
830
831
832
833
834
835
836
837
838
839
840
841
842
843
844
845
846
847
848
849
850
851
852
853
854
855
856
857
858
859
860
861
862
863
864
865
866
867
868
869
870
871
872
873
874
875
876
877
878
879
880
881
882
883
884
885
886
887
888
889
890
891
892
893
894
895
896
897
898
899
900
901
902
903
904
905
906
907
908
909
910
911
912
913
914
915
916
917
918
919
920
921
922
923
924
925
926
927
928
929
930
931
932
933
934
935
936
937
938
939
940
941
942
943
944
945
946
947
948
949
950
951
952
953
954
955
956
957
958
959
960
961
962
963
964
965
966
967
968
969
970
971
972
973
974
975
976
977
978
979
980
981
982
983
984
985
986
987
988
989
990
991
992
993
994
995
996
997
998
999
1000

Nelly M. Quintanilla