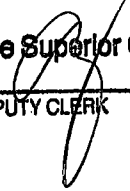


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7 Yaana Technologies, LLC

FILED
SAN MATEO COUNTY

MAY - 9 2018

Clerk of the Superior Court
By  DEPUTY CLERK

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF SAN MATEO**
10 **UNLIMITED JURISDICTION**

11 YAANA TECHNOLOGIES, LLC,)
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PLAINTIFF,

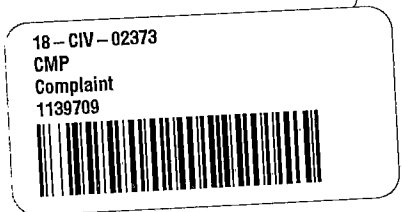
vs.

MEERA KAUL, AN INDIVIDUAL;
OPTIMUS VENTURES, LLC;
OPTIMUS WORLDWIDE; OPTIMUS
VENTURES.US; MARK HEOLLER,
AN INDIVIDUAL; SYED JAMALI,
AN INDIVIDUAL; RAJEN
PARSHAD, AN INDIVIDUAL; AND
DOES 1-20, INCLUSIVE,

DEFENDANTS.

- Case No: **18CIV02373**
PLAINTIFF'S COMPLAINT FOR:
(1) BREACH OF CONTRACT;
(2) FRAUD AND DECEIT;
(3) AIDING AND ABETTING IN
FRAUD AND DECEIT;
(4) NEGLIGENT
MISREPRESENTATION AND
CONCEALMENT;
(5) AIDING AND ABETTING IN
NEGLIGENT
MISREPRESENTATION AND
CONCEALMENT;
(6) CONVERSION;
(7) AIDING AND ABETTING IN
CONVERSION.

DEMAND FOR JURY TRIAL



BY FAX

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Plaintiff hereby alleges on information and belief as follows:

1. At all times herein mentioned, Plaintiff YAANA TECHNOLOGIES, LLC (hereafter Plaintiff or Yaana or Plaintiff Yaana) was and is a California Limited Liability Company licensed to do business and doing business in Milpitas, County of Santa Clara, State of California.

2. Plaintiff Yaana is informed and believes and based thereon alleges that at all times herein mentioned, Defendant OPTIMUS VENTURES, LLC (hereafter Optimus LLC) was and is a limited liability company doing business in the County of San Mateo, State of California.

3. Plaintiff Yaana is informed and believes and based thereon alleges that at all times herein mentioned, Defendant OPTIMUS WORLDWIDE (hereafter Optimus WW) was and is a legal entity, form unknown, doing business in the County of San Mateo, State of California.

4. Plaintiff Yaana is informed and believes and based thereon alleges that at all times herein mentioned, Defendant OPTIMUS VENTURES.US (hereafter Optimus US) was and is a legal entity, form unknown, doing business in the County of San Mateo, State of California.

5. Plaintiff Yaana is informed and believes and based thereon alleges that at all times herein mentioned, Defendant Meera Kaul (hereafter Kaul) was and is an individual residing and doing business in the County of San Mateo, State of California, as an individual, and doing business under the fictitious business names of OPTIMUS VENTURES, LLC, OPTIMUS WORLDWIDE, and/or OPTIMUS VENTURES. US, among other names, and /or doing business as the managing member, CEO, President , and /or doing business as a co- owner, partner, promoter, facilitator, officer, manager, agent, employee or representative of

1 OPTIMUS VENTURES, LLC, OPTIMUS WORLDWIDE, and/or OPTIMUS
2 VENTURES.US, among other names.

3 6. Plaintiff Yaana is informed and believes and based thereon alleges
4 that at all times herein mentioned, Defendant Mark Heoller (hereafter Heoller) was
5 and is an individual doing business in the County of San Mateo, State of
6 California, as an individual, and/or doing business under the fictitious business
7 names of OPTIMUS VENTURES, LLC, OPTIMUS WORLDWIDE, and/or
8 OPTIMUS VENTURES. US, among other names, and /or doing business as a co-
9 owner, partner, promoter, facilitator, officer, manager, agent, employee,
10 representative or alleged attorney for OPTIMUS VENTURES, LLC, OPTIMUS
11 WORLDWIDE, and/or OPTIMUS VENTURES.US, among other names. Plaintiff
12 Yaana is informed and believes and based thereon alleges that at all times herein
13 mentioned Defendant Heoller was and is not licensed to practice law in the State
14 of California.

15
16 7. Plaintiff Yaana is informed and believes and based thereon alleges
17 that at all times herein mentioned, Defendant Syed Jamali (hereafter Jamali) was
18 and is an individual doing business in the County of San Mateo, State of
19 California, as an individual, and/or doing business under the fictitious business
20 names of OPTIMUS VENTURES, LLC, OPTIMUS WORLDWIDE, and/or
21 OPTIMUS VENTURES. US, among other names, and /or doing business as a co-
22 owner, partner, promoter, facilitator, officer, manager, agent, employee or
23 representative for OPTIMUS VENTURES, LLC, OPTIMUS WORLDWIDE,
24 and/or OPTIMUS VENTURES.US, among other names.

25 8. Plaintiff Yaana is informed and believes and based thereon alleges
26 that at all times herein mentioned, Defendant Rajen Parshad (hereafter Parshad)
27 was and is an individual doing business in the County of San Mateo, State of
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1 California, as an individual, and/or doing business under the fictitious business
2 names of OPTIMUS VENTURES, LLC, OPTIMUS WORLDWIDE, and/or
3 OPTIMUS VENTURES. US, among other names, and /or doing business as a co-
4 owner, partner, promoter, facilitator, officer, manager, agent, employee or
5 representative for OPTIMUS VENTURES, LLC, OPTIMUS WORLDWIDE,
6 and/or OPTIMUS VENTURES.US, among other names.

7 9. Plaintiff Yaana is ignorant of the true names and capacities of the
8 Defendants sued herein as DOES 1-20 and therefore sues these Defendants by
9 such fictitious names. Plaintiff will amend this complaint to allege their true
10 names and capacities when ascertained.

11 10. The Defendants sued herein as DOES 1-20 are contractually, strictly,
12 negligently, intentionally, vicariously liable and or otherwise legally responsible in
13 some manner for each and every act, omission, obligation, event or happening set
14 forth in this Complaint, and that each of said fictitiously named Defendants is
15 indebted to Plaintiff as hereinafter alleged.

16 11. The use of the term "Defendants" in any of the allegations in this
17 Complaint, unless specifically otherwise set forth, is intended to include and
18 charge both jointly and severely, not only named Defendants, but all Defendants
19 designated as DOES 1 through 20 as well.

20 12. Plaintiff Yaana is informed and believes and thereon alleges that, at
21 all times mentioned herein, Defendants were and are the co- owners, partners,
22 predecessors in interest, principals, agents, representatives, servants, employees,
23 managers, directors, alter egos, superiors, successors in interest, joint venturers,
24 facilitators, promoters, aiders and abettors and/ or co-conspirators of each of their
25 co-defendants and in doing the things herein after mentioned, were acting within
26 the course and scope of their authority as so- owners, partners, predecessors in
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1 interest, principals, agents, representatives, servants, employees, managers,
2 directors, alter egos, superiors, successors in interest, joint venturers, aiders and
3 abettors and/ or co-conspirators with the permission and consent of their co-
4 defendants and, consequently, each Defendant named herein, and those
5 Defendants named herein as DOES 1-20, inclusive, are jointly and severely liable
6 to Plaintiff for the damages and harm sustained as a result of their wrongful
7 conduct.

8 13. Plaintiff is informed and believes and based thereon alleges that at all
9 times herein mentioned there existed a unity of interest in ownership between
10 Defendants Meera Kaul, Mark Heoller, Syed Jamali, and/or Rajen Parshad, on the
11 one hand, and Optimus Ventures, LLC, Optimus Worldwide, and/or Optimus
12 Ventures. Us, on the other hand, such that the individuality and separateness
13 between them ceased and that Optimus Ventures, LLC, Optimus Worldwide,
14 and/or Optimus Ventures. Us are the alter egos of Meera Kaul, Mark Heoller, Syed
15 Jamali and/or Rajen Parshad, in that, among other things: (a) Meera Kaul, Mark
16 Heoller, Syed Jamali and / or Rajen Parshad controlled, dominated, managed and
17 operated Optimus Ventures, LLC, Optimus Worldwide, and/or Optimus Ventures.
18 Us as their alter egos; (b) Meera Kaul, Mark Heoller, Syed Jamali and/or Rajen
19 Parshad make all decisions pertaining to Optimus Ventures, LLC, Optimus
20 Worldwide, and/or Optimus Ventures.Us; (c) there has been a failure to comply
21 with or observe the formalities of corporate formation and/or operation; (d)
22 Optimus Ventures, LLC, Optimus Worldwide, and/or Optimus Ventures. Us were
23 so inadequately capitalized as to not be able to carry out their intended businesses
24 and to pay their debts and obligations as they fell due; and (e) that the individuality
25 of said entities is a total sham and fiction, and should be disregarded pursuant to
26 the doctrine of piercing the corporate veil.
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1 **FIRST CAUSE OF ACTION**

2 **(Breach of Contract)**

3 **(Against Optimus LLC, Kaul and Others)**

4
5 14. Plaintiff Yaana incorporates herein by reference the allegations made in
6 Paragraphs 1 through 13, inclusive, as though fully set forth herein.

7 15. On or about July 19, 2017, Plaintiff Yaana and Defendants Optimus
8 LLC, Kaul and others entered into a written Technical Consulting Agreement,
9 whereby Defendants Optimus LLC, Kaul and others, among other things, agreed
10 to provide Plaintiff Yaana with the issuance of a Performance Guarantee to
11 Plaintiff Yaana's end customer for \$2.5 Million USD for provision of the contract
12 for Plaintiff Yaana's services with Yaana's end customer.

13 16. Plaintiff Yaana has fully performed all conditions, covenants, and
14 promises to be performed on the part of Plaintiff Yaana under the Technical
15 Consulting Agreement, except to the extent that Defendants Optimus LLC and
16 Kaul, by reason of their own acts, omissions to act and/or other conduct, have
17 waived and/or excused Plaintiff Yaana from any further or continuing performance
18 under the Technical Consulting Agreement.

19 17. Within four years last past, Defendants Optimus LLC, Kaul and others
20 breached the Technical Consulting Agreement with Plaintiff Yaana by, among
21 other things, failing to timely provide Plaintiff Yaana with the \$2.5 Million USD
22 performance guarantee required under Plaintiff Yaana's contract with its end
23 customer, and failing and refusing to return to Plaintiff Yaana \$525,000.00 USD
24 that Plaintiff Yaana paid or advanced to Defendants Optimus LLC, Kaul and
25 others in contemplation of Defendants Optimus LLC's, Kaul's and others'
26 performance under the Technical Consulting Agreement.
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1 18. Plaintiff Yaana has demanded that Defendants Optimus LLC, Kaul and
2 others return to Plaintiff Yaana all monies that it paid or advanced to Defendants
3 Optimus LLC, Kaul and others in contemplation of Defendants Optimus LLC's,
4 Kaul's and others' performance under the Technical Consulting Agreement,
5 namely \$525,000.00. Although Defendants Optimus LLC, Kaul and others have
6 agreed to return these monies to Plaintiff Yaana, Defendants Optimus LLC, Kaul
7 and others have failed and refused to return these monies.

8 19. As a proximate result of Defendant Optimus LLC's, Kaul's and others
9 breach of contract, Plaintiff Yaana has lost \$525,000.00 paid or advanced to
10 Defendants, together with interest thereon at the legal rate of 10% from
11 approximately July 19, 2017, and Plaintiff Yaana has been required to secure its
12 performance guarantee required under its contract with end its end customer
13 through other sources and by other means, and has been required to secure funds
14 to replace the \$525,000.00 USD paid or advanced to Defendants Optimus LLC,
15 Kaul and others and not returned, at considerable additional expense, among other
16 things, and Plaintiff Yaana has incurred consequential damages in an amount in
17 excess of \$525,000, and according to proof at time of trial.
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20 **SECOND CAUSE OF ACTION**

21 **(Fraud and Deceit)**

22 **(Against Optimus LLC, Kaul and Others)**
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24 20. Plaintiff Yaana incorporates herein by reference the allegations made in
25 Paragraphs 1 through 19, inclusive, as though fully set forth herein.
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1 21. Plaintiff is informed and believes and based thereon alleges that at all
2 times herein mentioned Defendants Optimus LLC, Kaul and others made the
3 following material representations, among others:

4 (a) that Defendants had an existing letter of credit with East West Bank with
5 \$2.5 Million USD unused and available for use in the issuance of a \$2.5 Million
6 USD Performance Guarantee or Stand By Letter of Credit in favor of Plaintiff
7 Yaana's end client;

8
9 (b) that Defendants had used this letter of credit for the issuance of similar
10 Performance Guarantees or Stand By Letters of Credit to third parties on behalf of
11 their other clients in the past, and possessed the knowledge, skill, experience and
12 financial ability to secure the issuance of a \$2.5 Million USD Performance
13 Guarantee or Stand By Letter of Credit in favor of Plaintiff Yaana's end client;

14
15 (c) that Defendants could use their existing letter of credit with East West
16 Bank to cause to be issued a \$2.5 Million USD Performance Guarantee or Stand
17 By Letter of Credit in favor of Plaintiff Yaana's end client within 10- 15 days from
18 the date of their contract with Plaintiff Yaana;

19 22. Plaintiff is informed and believes and based thereon alleges that at the
20 time Plaintiff Yaana and Defendant Optimus LLC entered into the Technical
21 Consulting Agreement as of July 19, 2017, and at all times herein mentioned,
22 Defendants Optimus LLC, Kaul and others, among other things, concealed the
23 following material facts:

24 (a) that Optimus LLC was not licensed, qualified or registered to do
25 business as an LLC in the State of California or in the State of Delaware;

1 (b) that Optimus LLC was not licensed, qualified or registered to do
2 business as a financial services company in the State of California or in the State
3 of Delaware;

4 (c) that neither Optimus LLC nor Kaul were licensed or qualified to do
5 business as mortgage brokers in the State of California or in the State of Delaware;

6 (d) that neither Optimus LLC nor Kaul had sufficient cash or financial
7 resources to obtain a \$2.5 Million USD Performance Guarantee or provide a
8 Stand By Letter of Credit in favor of Plaintiff Yaana's end client, as required of
9 them under the Technical Consulting Agreement;

10 (e) that neither Optimus LLC nor Kaul had an existing letter of credit at East
11 West Bank, let alone \$2.5 Million USD available from the alleged existing letter
12 of credit at East West Bank for use in the issuance of a \$2.5 Million USD
13 Performance Guarantee or Stand By Letter of Credit in favor of Plaintiff Yaana's
14 end client, as required of them under the Technical Consulting Agreement;

15 (f) that neither Optimus LLC nor Kaul intended or had the financial ability
16 to provide a \$2.5 Million USD Performance Guarantee or provide a Stand By
17 Letter of Credit in favor of Plaintiff Yaana's end client, as required of them under
18 the Technical Consulting Agreement;

19 26. Plaintiff is informed and believes and based thereon alleges that at all
20 times herein mentioned the true facts were, among other things, as follows:

21 (a) that Optimus LLC was not licensed, qualified or registered to do
22 business as an LLC in the State of California or in the State of Delaware;

23 (b) that Optimus LLC was not licensed, qualified or registered to do
24 business as a financial services company in the State of California or in the State
25 of Delaware;
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1 (c) that neither Optimus LLC nor Kaul were licensed or qualified to do
2 business as mortgage brokers in the State of California or in the State of Delaware;

3 (d) that neither Optimus LLC nor Kaul had sufficient cash or financial
4 resources to obtain a \$2.5 Million USD Performance Guarantee or provide a
5 Stand By Letter of Credit in favor of Plaintiff Yaana's end client, as required of
6 them under the Technical Consulting Agreement;

7 (e) that neither Optimus LLC nor Kaul had an existing letter of credit at East
8 West Bank, let alone \$2.5 Million USD available from the alleged existing letter
9 of credit at East West Bank for use in the issuance of a \$2.5 Million USD
10 Performance Guarantee or Stand By Letter of Credit in favor of Plaintiff Yaana's
11 end client, as required of them under the Technical Consulting Agreement;

12 (f) that neither Optimus LLC nor Kaul intended or had the financial ability
13 to provide a \$2.5 Million USD Performance Guarantee or provide a Stand By
14 Letter of Credit in favor of Plaintiff Yaana's end client, as required of them under
15 the Technical Consulting Agreement;

16 (g) that Optimus LLC and Kaul and others pocketed the \$525,000.00 cash
17 provided to them by Plaintiff, and/or used all of said funds to pay other clients or
18 investors or product sellers as part of a continuing fraudulent scheme of
19 misappropriating, stealing and embezzling monies and products under false
20 pretenses, without ever intending to render the services they had agreed to render
21 to Plaintiff Yaana or others, or to make the investments that they had agreed to
22 make for investors, or to pay for the products that they had agreed to purchase in
23 the first instance, and to use the cash and sell the products they had obtained under
24 false pretenses to pay instead for their own personal expenses and entertainment
25 and life style indulgences, with the intent of eventually fleeing the State of
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1 California and the United States of America once their fraudulent scheme had been
2 discovered and had caught with them.

3 (h) that the fraudulent scheme of Optimus LLC and Kaul referenced herein
4 was part and parcel of a fraudulent pattern and practice in which Kaul had
5 engaged in Dubai, United Arab Emirates in the recent past, and in San Mateo
6 County, California, including, without limitation:

7 (1) Four (4) post dated checks written from Defendant Kaul and Optimus
8 Computers Trading, LLC to Mr. Rajiv Kumar Dutta in Dubai, dated March 2016,
9 in repayment of an emergency short term loan, totaling approximately \$250,000
10 USD, which were returned for insufficient funds following Defendant Kaul's
11 sudden departure from Dubai in mid June of 2016.

12 (2) Another bank account fraud matter in Dubai involving the
13 misappropriation of in excess of approximately \$1,000,000.00 USD by Defendant
14 Kaul while Defendant Kaul was a business partner with Momenta Computers
15 Trading, LLC.

16 (3) Another alleged fraudulent bank account misappropriation of an
17 approximately \$1,000,000.00 USD line of credit in Dubai, U.A.E., involving a
18 former business manager at Momenta Computers Trading, LLC who was given
19 Power of Attorney for an account by Defendant Kaul, and then instructed by
20 Defendant Kaul to transfer funds in the account to another account of Defendant
21 Kaul. In this instance, the business manager who transferred the funds was left
22 having to answer for the transfer of funds that had been misappropriated by
23 Defendant Kaul after Defendant Kaul had fled the country.

24 (4) Another matter involving an Optimus Computers company in Dubai,
25 which Defendant Kaul had operated with approximately \$10 Million USD,
26 wherein the funds were misappropriated by Defendants Kaul and others.
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1 (5) Another approximately 15+ active additional cases existed against
2 Defendant Kaul in Dubai at or about the time she suddenly departed from Dubai in
3 mid- June of 2016, including one case involving INTERPOL dated 27 July 2017.

4 (6) A pending action for the non- payment and non- return of \$236,740
5 USD in computer equipment purchased by Defendant Kaul from Datec North
6 America, Inc, filed April 21, 2017 as San Mateo County Superior Court Civil
7 Action No. 17 CIV 01780.

8 (7) A pending action for the non- payment and non- return of \$269,050
9 USD in computer equipment purchased by Defendant Kaul from MA
10 Laboratories, Inc, filed April 6, 2017 as San Mateo County Superior Court Civil
11 Action No. 17 CIV 01484.

12 (8) A pending action for the non- payment and non- return of \$129,939
13 USD in computer equipment purchased by Defendant Kaul from Platinum
14 Components, LLC, filed April 11, 2017 as San Mateo County Superior Court Civil
15 Action No. 17 CIV 01571.

16 (9) A pending action for the non- payment and non- return of \$93,500 USD
17 in computer equipment purchased by Defendant Kaul from Microland Electronics,
18 filed April 21, 2017 as San Mateo County Superior Court Civil Action No. 17 CIV
19 01779.
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21 23. Plaintiff is informed and believes and based thereon alleges that at all
22 times herein mentioned, Plaintiff believed that Defendants Optimus LLC, Kaul
23 and others were honest and truthful, and paid and/or advanced Defendants
24 Optimus LLC, Kaul and others \$525,000.00 cash in reliance upon the
25 representations set forth in Paragraph 20 above, and without knowledge of the
26 concealed facts set forth in Paragraph 21 above. Had Plaintiff known the true facts
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1 alleged herein, Plaintiff would not have contracted with Defendants nor paid
2 and/or advanced the \$525,000.00 cash to Defendants.

3 24. As a proximate result of Defendants acts, omissions to act and other
4 conduct, Plaintiff has been injured and incurred consequential damages in excess
5 of \$525,000, together with interest thereon at the legal rate of ten percent (10%)
6 from the date of advancement of the \$525,000, and all according to proof at time
7 of trial.

8 25. As a further proximate result of Defendants acts, omissions to act and
9 other conduct, Plaintiff has been injured and has incurred general damages in an
10 amount within the jurisdiction of this Court, and according to proof at time of trial.

11 26. Plaintiff is informed and believes and based thereon alleges that
12 Defendants acts, omissions to act and other conduct alleged herein has been so
13 vile, baseless, contemptible, miserable, wretched or loathsome that it would be
14 looked down on and despised by ordinary people. Therefore, as a further
15 proximate result of Defendants acts, omissions to act and other conduct,
16 amounting to malice, oppression and fraud, Plaintiff is entitled to recover punitive
17 damages from these Defendants in an amount within the jurisdiction of this Court,
18 and according to proof at time of trial.
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21 **THIRD CAUSE OF ACTION**

22 **(Aiding and Abetting in Fraud and Deceit)**

23 **(Against Optimus WW, Optimus US, Heoller, Jamali, Parshad and Others)**
24

25 27. Plaintiff Yaana incorporates herein by reference the allegations made in
26 Paragraphs 1 through 26, inclusive, as though fully set forth herein.
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1 28. Plaintiff is informed and believes that at all times herein mentioned,
2 Defendants Optimus WW, Optimus US, Heoller, Jamali, Parshad and Others had
3 knowledge that Defendants Optimus LLC and Kaul had intended to commit and
4 were committing the fraud and deceit alleged herein, including those
5 misrepresentations and concealment of facts alleged in Paragraphs 21 and 22
6 above, and had knowledge of the true facts alleged in Paragraph 26 above, and
7 notwithstanding said knowledge, aided and abetted in the continuing commission
8 of the misrepresentations and concealment of facts alleged herein by actively
9 giving assistance and encouragement and support to Defendants Optimus LLC and
10 Kaul and to each other in the commission of such misrepresentations and
11 concealment of facts, and otherwise personally and actively participated in the
12 commission of the misrepresentations and concealment of facts alleged herein by
13 participating in meetings with Plaintiff and Defendants Optimus LLC and Kaul
14 where the representations were made and where ongoing status reports were given,
15 participating in telephone calls with Plaintiff and Defendants Optimus LLC and
16 Kaul where representations were made and status reports were given, by placing
17 and receiving calls from Plaintiff and to Plaintiff on behalf of Defendants LLC and
18 Kaul where representations were made and status reports were given, by sending
19 letters and emails to Plaintiff on behalf of Defendants Optimus LLC and Kaul
20 where representations were made and status reports were given, by responding to
21 letters and emails from Plaintiff to Defendants Optimus LLC and Kaul where
22 representations were made and status reports were given, by writing and signing
23 and sending out bank drafts to Plaintiff knowing that there were insufficient funds
24 in the underlying bank accounts to cover such bank drafts, and/or knowing that the
25 underlying bank accounts had been or would be closed at the time the bank drafts
26 were written and/or were dated for negotiation, and/or knowing that the bank
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1 drafts would never be honored by the bank on which they were drawn, by
2 participating in the withdrawal, removal or movement of the Plaintiff's funds
3 deposited into the bank account of Optimus LLC and then re-depositing said funds
4 into the separate accounts of Optimus LLC and Kaul and others in the furtherance
5 of such fraud and deceit, by claiming to be affiliated with Defendants Optimus
6 LLC and Kaul during their participation in the representations and their
7 participation in the giving of status reports, by conspiring with Defendants
8 Optimus LLC and Kaul to participate in the commission of the misrepresentations
9 and concealment of facts herein alleged, participating in the promoting, marketing
10 and administration of securing the alleged letter of credit or bank guarantee based
11 upon false pretenses, stealing and/or embezzling of the Plaintiff's funds that been
12 deposited into the Optimus LLC account, and sharing in the money proceeds
13 received from Plaintiff by Defendants Optimus LLC and Kaul in the furtherance
14 of securing the alleged letter of credit or bank guarantee based upon false
15 pretenses, among other things.

16
17 29. Plaintiff is informed and believes and based thereon alleges that at all
18 times herein mentioned, Defendants Optimus WW, Optimus US, Hoeller, Jamali,
19 Parshad and others conspired with Defendants Optimus LLC and Kaul to commit
20 the fraud and deceit more particularly alleged herein, including Paragraphs 21, 22
21 and 26 above, by their active participation in the fraudulent scheme of assisting ,
22 encouraging, promoting, supporting, aiding and abetting in the securing of the
23 alleged letter of credit or bank guarantee for Plaintiff from East West Bank with
24 knowledge of Plaintiff's inability to secure the same, prior history of fraud and
25 deceit in Dubai and with others in California, and in withdrawing, moving and
26 removing Plaintiff's \$525,000 from the Optimus LLC bank account, and the re-
27 depositing of said funds into the separate accounts of Defendant Optimus LLC
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1 and Kaul, and by sharing in the distribution of said funds to themselves and others,
2 among other things. At all times herein mentioned, said Defendants agreed with
3 each other to defraud and deceive the Plaintiff as herein alleged, intended to
4 participate with each other in the commission of such fraud and deceit, and were
5 fully aware of the acts of the other co- conspirators in defrauding and deceiving
6 the Plaintiff.

7 30. Plaintiff is informed and believes that the conduct of these Defendants,
8 and each of them, was a substantial factor in causing the harm to Plaintiff herein
9 alleged.

10 31. As a proximate result of Defendants acts, omissions to act and other
11 conduct, as hereinabove alleged, Plaintiff was injured and damaged and
12 Defendants are liable to Plaintiff for the injuries and damages herein alleged.
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16 **FOURTH CAUSE OF ACTION**
17 **(Negligent Misrepresentation and Concealment)**
18 **(Against Defendants Optimus LLC and Meera Kaul)**
19

20 32. Plaintiff Yaana incorporates herein by reference the allegations made in
21 Paragraphs 1 through 25, inclusive, as though fully set forth herein.

22 33. Plaintiff is informed and believes, and based thereon alleges that at all
23 times herein mentioned, Defendants made the misrepresentations alleged in
24 Paragraph 21, and concealed the facts alleged in Paragraph 22, negligently and
25 carelessly, without reasonable grounds for believing them to be true, and with the
26 intent to induce Plaintiff to rely on them.
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1 34. At all times herein mentioned, Plaintiff was unaware of the falsity of
2 such representations and the concealment of such facts, and Plaintiff relied on
3 representations and believed them to be true.

4 35. At all times herein mentioned, Plaintiff believed Defendants to be honest
5 and trustworthy, and had no reason to not trust or not rely on these representations.
6 Plaintiff was therefore justified in relying upon such representations. Had Plaintiff
7 known the true facts, or the concealed facts, Plaintiff would not have relied upon
8 such facts or contracted with Defendants to render such services.

9 36. As a proximate result of Defendants negligent misrepresentations and
10 concealment of facts, Plaintiff was injured and damaged as alleged above.
11

12 **FIFTH CAUSE OF ACTION**

13 **(Aiding and Abetting in Negligent Representations and Concealment of Facts)**
14 **(Against Optimus WW, Optimus US, Heoller, Jamali, Parshad and Others)**
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17 37. Plaintiff Yaana incorporates herein by reference the allegations made in
18 Paragraphs 32 through 36, inclusive, as though fully set forth herein.

19 38. Plaintiff is informed and believes that at all times herein mentioned,
20 Defendants Optimus WW, Optimus US, Heoller, Jamali, Parshad and Others knew
21 that Defendants Optimus LLC and Kaul had committed and was continuing to
22 commit the negligent misrepresentations and concealment of facts alleged herein,
23 including those misrepresentations and concealment of facts alleged herein,
24 including Paragraphs 21 and 22 above, and knew of the true facts alleged in
25 Paragraph 26 above, and notwithstanding the same, aided and abetted in the
26 commission of the misrepresentations and concealment of facts alleged herein by
27 actively giving assistance and encouragement and support to Defendants Optimus
28

1 LLC and Kaul and to each other in the commission of such misrepresentations and
2 concealment of facts, and otherwise personally and actively participated in the
3 commission of the misrepresentations and concealment of facts alleged herein by
4 attending meetings with Plaintiff and Defendants Optimus LLC and Kaul where
5 representations were made and status reports were given, by participating in
6 telephone calls with Plaintiff and Defendants Optimus LLC and Kaul where
7 representations were made and status reports were given, by placing and receiving
8 calls from Plaintiff and to Plaintiff on behalf of Defendants LLC and Kaul where
9 representations were made and status reports were given, by sending letters and
10 emails to Plaintiff on behalf of Defendants Optimus LLC and Kaul where
11 representations were made and status reports were given, by responding to letters
12 and emails from Plaintiff to Defendants Optimus LLC and Kaul where
13 representations were made and status reports were given, by writing and sending
14 out bank drafts to Plaintiff knowing that there were insufficient funds in the
15 underlying bank accounts to cover such bank drafts, and/or knowing that the
16 underlying bank accounts had been or would be closed at the time the bank drafts
17 were written and/or were dated for negotiation, and/or knowing that the bank
18 drafts would never be honored by the bank on which they were drawn, by
19 participating in the withdrawal, removal or movement of the Plaintiff's funds
20 deposited into the bank account of Optimus LLC and re-depositing said funds into
21 the separate accounts of Optimus LLC and Kaul and others in the furtherance of
22 such fraud and deceit, by claiming to be affiliated with Defendants Optimus LLC
23 and Kaul when representations were made and status reports were given, by
24 conspiring with Defendants Optimus LLC and Kaul to participate in the
25 commission of the misrepresentations and concealment of facts herein alleged, by
26 participating in the promoting, marketing and administration of securing the
27
28

1 alleged letter of credit based upon false pretenses, stealing and/or embezzling of
2 the Plaintiff's funds that had been deposited into the Optimus LLC account, and
3 sharing in the money proceeds received from Plaintiff by Defendants Optimus
4 LLC and Kaul in the furtherance of securing the alleged letter of credit or bank
5 guarantee based upon false pretenses, among other things.

6 39. Plaintiff is informed and believes and based thereon alleges that at all
7 times herein mentioned, Defendants Optimus WW, Optimus US, Hoeller, Jamali,
8 Parshad and others conspired with Defendants Optimus LLC and Kaul to commit
9 the negligent misrepresentations and concealment of facts more particularly
10 alleged herein, including those alleged in Paragraphs 21, 22 and 26 above, by their
11 active participation in the scheme of assisting , encouraging, promoting,
12 supporting, aiding and abetting in the securing of the alleged letter of credit or
13 bank guarantee for Plaintiff from East West Bank with knowledge of Plaintiff's
14 inability to secure the same, prior history of fraud and deceit in Dubai and with
15 others in California, and by their active participation in withdrawing, moving and
16 removing Plaintiff's \$525,000 from the Optimus LLC bank account, and re-
17 depositing said funds into the separate accounts of Defendants Optimus LLC and
18 Kaul, and in sharing in the distribution of said funds to themselves and others,
19 among other things. At all times herein mentioned, said Defendants agreed with
20 each other to participate in this scheme to harm the Plaintiff as herein alleged,
21 intended to participate with each other in the commission of such scheme against
22 the Plaintiff, and were fully aware of the acts of each other as co- conspirators in
23 this scheme to harm the Plaintiff.
24

25 40. Plaintiff is informed and believes that the conduct of these Defendants,
26 and each of them, was a substantial factor in causing the harm to Plaintiff herein
27 alleged.
28

1 41. As a proximate result of Defendants acts, omissions to act and other
2 conduct, as hereinabove alleged, Plaintiff was injured and damaged and
3 Defendants are liable to Plaintiff for the injuries and damages herein alleged.
4

5 **SIXTH CAUSE OF ACTION**

6 **(Conversion)**

7 **(Against Defendants Optimus LLC and Meera Kaul and Others)**
8

9 42. Plaintiff Yaana incorporates herein by reference the allegations made in
10 Paragraphs 1 through 26, inclusive, as though fully set forth herein.
11

12 43. At all times herein mentioned, Plaintiff was the sole owner of the
13 \$525,000 USD funds wired to Defendants Optimus LLC and Meera Kaul.

14 44. Within three years last past, Defendants Optimus LLC and Meera Kaul
15 and Others received \$525,000 wired funds advanced from Plaintiff to Defendants,
16 which funds were specifically designated and earmarked for use by Defendants as
17 follows: \$375,000 advanced to Defendants for payment to Defendants' Bank for
18 the issuance of the \$2.5 Million Dollar letter of credit or bank guarantee in favor of
19 Plaintiff's designated client on behalf of Plaintiff; and \$150,000 advanced to
20 Defendants for the future payment of Defendants' monthly fee of \$75,000 per
21 month Plaintiff's use of the letter of credit, commencing upon the date of issuance
22 of the letter of credit in favor of Plaintiff's designated client.

23 45. Defendants Optimus LLC and Meera Kaul and others failed to secure
24 the issuance the \$2.5 Million Dollar letter of credit or bank guarantee in favor of
25 Plaintiff's designated client in a timely manner, or at all. When Defendants and
26 others failed to timely cause to the issued the \$2.5 Million Dollar letter of credit or
27 bank guarantee in favor of Plaintiff's designated client, as agreed, Plaintiff
28

1 terminated the written agreement between the parties and demanded the return of
2 all funds advanced to Defendants and Others for this purpose.

3 46. Despite Plaintiff's multiple demands for the return of these funds,
4 Defendants failed and refused to return the \$525,000 wired funds, without lawful
5 justification, and instead stole, embezzled, retained, used, disposed and converted
6 Plaintiff's \$525,000 wired funds for their own personal expenses and other uses,
7 substantially interfered with Plaintiff's right to possession of the designated and
8 earmarked funds, and deprived Plaintiff of the use and possession of its \$525,000
9 wired funds in a manner inconsistent with Plaintiff's property rights.

10 47. As a proximate result of Defendants acts, omissions to act and other
11 conduct, as hereinabove alleged, Plaintiff was injured and incurred consequential,
12 general and punitive damages as herein alleged, together with damages for the
13 detention of Plaintiff's funds, and Defendants are liable to Plaintiff for the injuries
14 and damages herein alleged.
15

16
17 **SEVENTH CAUSE OF ACTION**

18 **(Aiding and Abetting in Conversion)**

19 **(Against Optimus WW, Optimus US, Heoller, Jamali, Parshad and Others)**
20

21 48. Plaintiff Yaana incorporates herein by reference the allegations made in
22 Paragraphs 42 through 47, inclusive, as though fully set forth herein.

23 49. Plaintiff is informed and believes that at all times herein mentioned,
24 Defendants Optimus WW, Optimus US, Heoller, Jamali, Parshad and Others had
25 knowledge that Defendants Optimus LLC and Kaul had intended to commit and
26 were committing the fraudulent conversion alleged herein, by committing the acts,
27 omissions to act and other conduct alleged herein, and by making the
28

1 misrepresentations and concealment of facts alleged in Paragraphs 21 and 22
2 above in connection therewith, and had knowledge of the true facts alleged in
3 Paragraph 26 above at all times in the course of such fraudulent conversion, and
4 notwithstanding said knowledge, aided and abetted in the fraudulent conversion by
5 actively giving assistance and encouragement and support to Defendants Optimus
6 LLC and Kaul and to each other in the commission of such fraudulent conversion,
7 and otherwise personally and actively participating in the commission of the
8 fraudulent conversion themselves by participating in meetings with Plaintiff and
9 Defendants Optimus LLC and Kaul where the representations were made and
10 where ongoing status reports were given, by participating in telephone calls with
11 Plaintiff and Defendants Optimus LLC and Kaul where representations were made
12 and status reports were given, by placing and receiving calls from Plaintiff and to
13 Plaintiff on behalf of Defendants LLC and Kaul where representations were made
14 and status reports were given, by sending letters and emails to Plaintiff on behalf
15 of Defendants Optimus LLC and Kaul where representations were made and
16 status reports were given, by responding to letters and emails from Plaintiff to
17 Defendants Optimus LLC and Kaul where representations were made and status
18 reports were given, by writing and signing and sending out bank drafts to Plaintiff
19 knowing that there were insufficient funds in the underlying bank accounts to
20 cover such bank drafts, and/or knowing that the underlying bank accounts had
21 been or would be closed at the time the bank drafts were written and/or were dated
22 for negotiation, and/or knowing that the bank drafts would never be honored by
23 the bank on which they were drawn, by participating in the withdrawal, removal or
24 movement of the Plaintiff's funds deposited into the bank account of Optimus
25 LLC and then re-depositing said funds into the separate accounts of Optimus LLC
26 and Kaul and others in the furtherance of such fraudulent conversion, by claiming
27
28

1 to be affiliated with Defendants Optimus LLC and Kaul during their participation
2 in the fraudulent conversion , and by conspiring with Defendants Optimus LLC
3 and Kaul to participate in the commission of the fraudulent conversion as herein
4 alleged, including their participating in the promoting, marketing and
5 administration of securing the alleged letter of credit or bank guarantee based upon
6 false pretenses, stealing and/or embezzling of the Plaintiff's funds that been
7 deposited into the Optimus LLC account, and sharing in the money proceeds
8 received from Plaintiff by Defendants Optimus LLC and Kaul in the furtherance
9 of securing the alleged letter of credit or bank guarantee based upon false
10 pretenses, among other things.

11 . 50. Plaintiff is informed and believes and based thereon alleges that at all
12 times herein mentioned, Defendants Optimus WW, Optimus US, Hoeller, Jamali,
13 Parshad and others conspired with Defendants Optimus LLC and Kaul to commit
14 the fraudulent conversion more particularly alleged herein, including the
15 commission of the representations and concealment of facts in support of the
16 fraudulent conversion, as alleged in Paragraphs 21, 22 and 26 above, by their
17 active participation in the fraudulent scheme of assisting , encouraging, promoting,
18 supporting, aiding and abetting in the securing of the alleged letter of credit or
19 bank guarantee for Plaintiff from East West Bank with knowledge of Plaintiff's
20 inability to secure the same, prior history of fraud and deceit in Dubai and with
21 others in California, and in withdrawing, moving and removing Plaintiff's
22 \$525,000 from the Optimus LLC bank account, and the re-depositing of said
23 funds into the separate accounts of Defendant Optimus LLC and Kaul, and by
24 sharing in the distribution of said funds to themselves and others, and in failing
25 and refusing to return the \$525,000 advanced from Plaintiff to Defendants
26 Optimus LLC and Kaul for the designated and earmarked purpose alleged herein,
27
28

1 among other things. At all times herein mentioned, said Defendants agreed with
2 each other to defraud and deceive the Plaintiff as herein alleged, intended to
3 participate with each other in the commission of such fraudulent conversion, and
4 were fully aware of the acts of the other co- conspirators in defrauding and
5 deceiving the Plaintiff in the conversion of such funds.

6 51. Plaintiff is informed and believes that the conduct of these Defendants,
7 and each of them, was a substantial factor in causing the harm to Plaintiff herein
8 alleged.

9 52. As a proximate result of Defendants acts, omissions to act and other
10 conduct, as hereinabove alleged, including their participation in the
11 misrepresentations and concealment of facts alleged in Paragraphs 21 and 22
12 above, among other things, Plaintiff was injured and damaged and Defendants are
13 liable to Plaintiff for the injuries and damages herein alleged.
14

15
16 **PRAYER**

17
18
19 **WHEREFORE, Plaintiff** prays for judgment against **Defendants** , and each of
20 them, jointly and severally, as follows:

21
22 **AS TO THE FIRST CAUSE OF ACTION:**

23
24 53. For consequential damages in excess of \$525,000 and according to proof
25 at time of trial;
26
27
28

1 AS TO THE SECOND AND THIRD CAUSES OF ACTION:
2

- 3 54. For consequential damages in excess of \$525,000, and according to proof
4 at time of trial;
- 5 55. For general damages in excess of the minimum jurisdiction of this Court,
6 and according to proof at time of trial; and
- 7 56. For punitive damages in excess of the minimum jurisdiction of this Court,
8 and according to proof at time of trial.
9

10 AS TO THE FOURTH AND FIFTH CAUSES OF ACTION:
11

- 12 57. For consequential damages in excess of \$525,000, and according to proof
13 at time of trial; and
- 14 58. For general damages in excess of the minimum jurisdiction of this Court,
15 according to proof at time of trial;
16

17 AS TO THE SIXTH AND SEVENTH CAUSES OF ACTION:
18

- 19 59. For consequential damages in excess of \$525,000, and according to proof
20 at time of trial;
- 21 60. For general damages in excess of the minimum jurisdiction of this Court,
22 and according to proof at time of trial;
- 23 61. For damages for the fair compensation for the time and money spent in
24 pursuit of the property; and
- 25 62. For punitive damages in excess of the minimum jurisdiction of this Court,
26 and according to proof at time of trial.
27
28

1 AS TO ALL CAUSES OF ACTION:

2 63. For interest at the rate of ten percent (10%) on \$525,000 from the date of
3 wiring of said funds until paid in full;

4
5 64. For costs of suit; and

6 65. For such other and further relief as the Court deems just and proper.
7

8 DATED: May 4, 2018
9

10 LAW OFFICES OF ALFRED L. RINALDO, JR.

11
12 By: 
13

14 ALFRED L. RINALDO, JR.
15 Attorney for Plaintiff
16

17 **JURY DEMAND**
18

19
20 Plaintiff demands a trial by jury.
21

22 DATED: May 4, 2018
23

24 LAW OFFICES OF ALFRED L. RINALDO, JR.

25
26 By: 
27

28 ALFRED L. RINALDO, JR.
Attorney for Plaintiff