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8 **HARDEN HOMES, LLC, RONALD**  
9 **HAYDEN, and CHRISTOPHER WARD**

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

11 **IN AND FOR THE COUNTY OF SANTA CLARA**

12 **HARDEN HOMES, LLC, a California**  
13 **limited liability company; RONALD**  
14 **HAYDEN, an individual; CHRISTOPHER**  
15 **WARD, an individual,**

16 **Plaintiffs,**

17 **v.**

18 **VAHE TASHJIAN, an individual;**  
19 **DUTCHINTS DEVELOPMENT, LLC, a**  
20 **California limited liability company; and**  
21 **DOES 1 through 50, inclusive,**

22 **Defendants.**

23 **Case No. 22CV398384**

24 **Unlimited Jurisdiction – Amount Demanded**  
25 **Exceeds \$25,000**

26 **VERIFIED COMPLAINT FOR:**

- 27 **1. BREACH OF CONTRACT;**
- 28 **2. FRAUD - INTENTIONAL**
- MISREPRESENTATION;**
- 3. FRAUD - CONCEALMENT;**
- 4. NEGLIGENT**
- MISREPRESENTATION;**
- 5. FALSE PROMISE;**
- 6. CONVERSION;**
- 7. VIOLATION OF CALIFORNIA**
- CORPORATE SECURITIES LAW**
- [Corp. Code § 25501, 25504, 25504.1]**
- 8. ALTER EGO**

29 **Plaintiffs HARDEN HOMES, LLC, RONALD HAYDEN, and CHRISTOPHER WARD**  
30 **hereby allege as follows:**

31 **GENERAL ALLEGATIONS**

32 **1. Plaintiff HARDEN HOMES, LLC (“HARDEN HOMES”) is, and at all times**  
33 **herein mentioned was, a California limited liability company located in and doing business in**  
34 **Santa Clara County, California.**

35 **2. Plaintiff RONALD HAYDEN (“HAYDEN”) is, and at all times herein mentioned**  
36 **was, an individual residing in Santa Clara County, California.**

1           3.       Plaintiff CHRISTOPHER WARD (“WARD”) is, and at all times herein  
2 mentioned was, an individual residing in Santa Clara County, California.

3           4.       Defendant VAHE TASHJIAN (“TASHJIAN”) is, and at all times herein  
4 mentioned was, an individual residing in Santa Clara County, California.

5           5.       Defendant DUTCHINTS DEVELOPMENT, LLC (“DUTCHINTS”) is, and at all  
6 times herein mentioned was, a California limited liability company located in and doing business  
7 in Santa Clara County, California.

8           6.       Plaintiffs are ignorant of the true names and capacities, whether  
9 individual, corporate, associate or otherwise of defendants named herein as DOES 1 through 50,  
10 inclusive, and therefore sue said defendants by such fictitious names pursuant to the Code of Civil  
11 Procedure §474. Plaintiffs will pray leave of Court to amend this Complaint to allege their true  
12 names and capacities when the same have been ascertained. Plaintiffs are informed and believe  
13 and thereon allege that each of the fictitiously named defendants are responsible in some manner  
14 for the occurrences herein alleged and that their injuries and damages were proximately caused  
15 thereby. As used herein, the word "Defendants" shall hereinafter mean the named Defendants as  
16 set forth above and Defendants DOES 1 through 50, and each of them.

17          7.       At all times mentioned herein, Defendants, and each of them, were the agents,  
18 servants, employees, or alter egos of their co-Defendants, and each of them, and were joint  
19 venturers with, or co-partners with, or sureties for their co-Defendants, and each of them, and  
20 were at all times mentioned herein acting within the course and scope of said agency,  
21 employment, and/or other relationship.

### 22                                   **FACTUAL BACKGROUND**

23          8.       Plaintiffs incorporate by reference each of the allegations of the foregoing  
24 paragraphs as though set forth in full herein.

25          9.       Plaintiff WARD met TASHJIAN in June 2018 while on a trip to Mexico for a  
26 mutual friends’ wedding. Though there was little conversation between them during this trip,  
27 they did exchange contact information. In December 2018, Plaintiff WARD received an  
28 invitation from TASHJIAN to take a trip together to Las Vegas to celebrate TASHJIAN’s

girlfriend's birthday. Plaintiff WARD and his wife went on the trip and had a good time with TASHJIAN. After this trip, TASHJIAN and WARD began spending time together socially.

10. TASHJIAN knew that WARD was a real estate investor with a partner, which real estate company did investing in and "flipping" of houses. In early 2019, TASHJIAN began asking WARD if he would be interested in investing in a real estate project that TASHJIAN was working on. WARD spoke with Plaintiff HAYDEN about this, and both agreed to meet with TASHJIAN.

11. During the meeting, TASHJIAN explained that he had multiple projects going on at that time, which WARD recalls being three projects. One of the projects was called the Marshall Lane Project. During this meeting, TASHJIAN said that he was looking for an investor for a portion of the project for which he had set aside a 35% guaranteed annual return. TASHJIAN explained that he wanted WARD to have this position given their relationship. WARD said he would talk to his business partner, HAYDEN, and get back to TASHJIAN.

**The Marshall Lane Project Investment**

12. Plaintiffs WARD and HAYDEN are the sole owners of HARDEN HOMES, which entity invests in real estate projects for the purpose of generating a return on its investment. HAYDEN is the primary financier for HARDEN HOMES, whereas WARD is the primary operations person at HARDEN HOMES. Each of HAYDEN and WARD contributes extensive resources on behalf of HARDEN HOMES, including with their time and money.

13. In or about early September, 2019, after TASHJIAN discussed certain real estate investment opportunities with WARD, they met with HAYDEN. The parties discussed an investment into a real estate development located at 18500 Marshall Lane, Saratoga, California (the "Marshall Lane Project"). This investment was for the pre-buildout phase of the Marshall Lane Project, which TASHJIAN called "Phase 1." At that same time, TASHJIAN stated that the investment would have a guaranteed annual return of at least 35%. He also stated that they would have an option to roll this investment into Phase 2 of the Marshall Lane Project, which was the construction phase.

14. In or about September 2019, Plaintiffs, through HARDEN HOMES, invested

1 \$400,000 into the Marshall Lane Project by transferring said sum to TASHJIAN and his  
2 company 18500 Marshall Ln, LLC.

3 15. At the same time as making the transfer, Plaintiff HARDEN HOMES signed a  
4 subscription agreement with 18500 Marshall Ln, LLC

5 16. After approximately two years, TASHJIAN informed Plaintiffs that Phase 1 of the  
6 Marshall Lane Project was complete and asked Plaintiffs if they wanted to roll their investment  
7 into Phase 2 of the project. Plaintiffs asked about the 35% annual return payout, which would  
8 have been approximately \$280,000 at that time. TASHJIAN stated that the only way for  
9 Plaintiffs to get that interest is to roll the full investment amount into Phase 2, and that if the  
10 investment amount was not rolled into Phase 2, then Plaintiffs would get no interest on their  
11 original investment. After a back and forth discussion, TASHJIAN agreed to pay the accrued  
12 interest amount if the full \$400,000 investment was rolled into Phase 2 of the Marshall Lane  
13 Project, which Plaintiffs agree to do based on TASHJIAN's assurances.

14 17. To date, neither TASHJIAN nor 18500 Marshall Ln, LLC has paid any interest to  
15 Plaintiffs, nor has any of Plaintiff's principal been returned. Additionally, TASHJIAN has  
16 refused to provide an accounting of 18500 Marshall Ln, LLC and/or the Marshall Lane Project.

17 18. Plaintiffs are informed and believe, and thereon allege, that TASHJIAN used the  
18 money sent by Plaintiffs to TASHJIAN for the Marshall Lane Project for personal use and to  
19 repay other investors on other projects for which TASHJIAN owed money. In effect,  
20 TASHJIAN was using these funds to enrich himself and satisfy other investors (i.e., robbing  
21 Peter to pay Paul), and not using the funds for their intended purpose and/or the purpose for  
22 which TASHJIAN said they would be used.

23 **Promissory Notes**

24 19. Between November 2019 and September 2021, Plaintiffs loaned TASHJIAN  
25 money for which TASHJIAN promised to repay with interest. Each such loan was based on  
26 TASHJIAN's assurance that the amounts would be used for the improvement of certain real  
27 estate projects, and that the loans would be paid back in a short period of time with an agreed  
28 upon interest rate. These loans are more particularly described as follows:

- 1 a. In November 2019, TASHJIAN asked Plaintiffs to loan him \$350,000 as a  
2 short-term loan for which he would sign a promissory note. He said that the  
3 loan would be for a period of 90 days and would be repaid at 9% interest.  
4 TASHJIAN explained that these funds would be used as a bridge loan for one  
5 of his real estate projects and that the funds would only be used for this  
6 purpose. In November 2019, Plaintiffs sent TASHJIAN the \$350,000. This is  
7 referred to as the November 2019 Note.
- 8 b. In December 2019, TASHJIAN asked Plaintiffs to add to the preceding note  
9 by loaning him another \$300,000 under the same terms as the previous note,  
10 such that both would be paid back at the previous note's maturity date and  
11 would both be at 9% interest. TASHJIAN explained that these funds would  
12 be used to as a bridge loan for one of his real estate projects and that the funds  
13 would only be used for this purpose. In January 2020, Plaintiffs sent  
14 TASHJIAN the additional \$300,000. This is referred to as the January 2020  
15 Note.
- 16 c. In March 2020, when the November 2019 Note and the January 2020 Note  
17 were both due, TASHJIAN asked Plaintiffs to roll these notes over for another  
18 120 to 180 days with the same interest rate. TASHJIAN explained that the  
19 funds were needed as a bridge loan for one of his real estate projects and that  
20 the funds would only be used for this purpose. TASHJIAN assured Plaintiffs  
21 that the funds would only be used for these purposes. In March 2020,  
22 Plaintiffs agreed to roll over the \$650,000 for up to 180 days based on  
23 TASHJIAN's assurances.
- 24 d. In March and April 2020, TASHJIAN stated that some investors had pulled  
25 out of a real estate deal unexpectedly and without cause, and that he needed  
26 funding to preserve that deal. He assured Plaintiffs that this was an excellent  
27 real estate project and asked Plaintiffs to see if they could find individuals to  
28 invest. Additionally, TASHJIAN asked if Plaintiffs would invest. Plaintiffs

1 agreed to further fund TASHJIAN the sum of \$400,000, which funds were  
2 transferred to TASHJIAN in April 2020 pursuant to a new promissory note.  
3 TASHJIAN agreed to pay 4% per month interest, paid every other month, and  
4 pay off the principal in six months. This is referred to herein as the April  
5 2020 Note.

6 e. In July 2020, when the November 2019 Note and January 2020 Note were  
7 both due to be paid back to Plaintiffs, TASHJIAN assured Plaintiffs that  
8 things on the real estate projects were going really well and that he could pay  
9 the two notes off, but that he could roll up to \$600,000 into a new note for a  
10 period of four months. Plaintiffs agreed and TASHJIAN returned \$50,000  
11 from these two notes, while rolling \$600,000 into a new note. This is referred  
12 to as the July 2020 Note.

13 f. Also in July 2020, TASHJIAN informed Plaintiffs of a sizeable real estate  
14 project he was working on he referred to as the 5150 Project. He said he was  
15 in the process of raising \$5 million, and up to \$10 million, which would yield  
16 a 200% return in 30 months. Shortly thereafter, Plaintiffs and TASHJIAN had  
17 a Zoom meeting to discuss this project. Thereafter, in August 2020,  
18 TASHJIAN asked if Plaintiffs had money to invest in the 5150 Project,  
19 including converting the amount due under the two outstanding promissory  
20 notes, such that those notes would be paid off and the funds used for the 5150  
21 Project.

22 g. From July through October 2020, TASHJIAN was pressuring Plaintiffs to  
23 raise funds for the 5150 Project, saying that the project was becoming even  
24 more lucrative. In November 2020, based on TASHJIAN's assurances that  
25 the 5150 Project would yield a 200% return in 30 months and that he was  
26 working with a large development company on this project, namely, DM  
27 Development, Plaintiffs transferred to TASHJIAN the sum of \$1,100,000.  
28 This is referred to as the November 2020 Note.

- h. At the same time as transferring the funds pursuant to the November 2020 Note, Plaintiffs agreed to roll over their outstanding \$1,000,000 due under the July 2020 Note (\$600,000) and the April 2020 Note (\$400,000) as a result of Plaintiff's assurances that the 5150 Project would yield a 200% return on investment in 30 months.
- i. At the time of establishing the November 2020 Note and rolling over the July 2020 Note, TASHJIAN informed Plaintiffs that DM Development was actively involved in the 5150 Project and that the project was on schedule. At that time, in fact, DM Development had withdrawn from the 5150 Project, which material fact TASHJIAN was aware of at the time of saying otherwise to Plaintiffs.
- j. In December 2020, TASHJIAN informed Plaintiffs that the 5150 Project was still going really well and that KB Homes, a large developer, was in discussions with TASHJIAN to buyout the project once the project reached a certain stage and increase the return on investment to something greater than the previously assured 200%. At that time, TASHJIAN asked Plaintiffs to contribute additional funds to help facilitate achieving that goal. Based on TASHJIAN'S assurances, Plaintiffs sent another \$400,000 to TASHJIAN through a new entity he set up named 5150 ECR Partners, LLC. This is referred to herein as the December 2020 Note.
- k. Between January 2021 and June 2021, TASHJIAN, while continuing to state that all of the projects were on track and would likely exceed TASHJIAN's projections on Plaintiffs' return on investment, TASHJIAN stated that he had another exciting opportunity that was a short-term bridge loan that would pay 16% interest and be repaid within 120 days. On June 15, 2021, Plaintiffs sent TASHJIAN another \$600,000 for this bridge loan. This is referred to as the June 2021 Note.
- l. On August 6, 2021, TASHJIAN told Plaintiffs that he needed another

1 \$2,500,000 for the 5150 Project and asked if Plaintiffs could find this money  
2 in short order. On August 14, 2021, TASHJIAN informed Plaintiff that he  
3 had secured most of the money needed, but that he still needed another  
4 \$400,000 to complete the funding to move the 5150 Project forward. On  
5 September 8, 2021, TASHJIAN told Plaintiff that he had gotten all the money  
6 needed except \$100,000, and at the same time asked if Plaintiffs could provide  
7 that amount so they could move the 5150 Project forward. Plaintiffs asked  
8 TASHJIAN if this was the final amount needed in order for the project to  
9 move forward, and TASHJIAN responded, "Pretty damn much lol." On  
10 September 9, 2021, Plaintiffs sent TASHJIAN an additional \$100,000. This is  
11 referred to herein as the September 2021 Note.

12 m. As of September 2021, Plaintiffs had \$3,600,000 that they had sent to  
13 TASHJIAN based on his various promises regarding other funds received,  
14 other parties' involvement, projects being on schedule, expected returns on  
15 investment, and most importantly the friendship that TASHJIAN had  
16 established with Plaintiff Christopher Ward. At that time, the following  
17 amounts were outstanding: April 2020 Note (\$400,000), July 2020 Note  
18 (\$1,000,000), November 2020 Note (\$1,100,000), the December 2020 Note  
19 (\$400,000), the June 2021 Note (\$600,000), and the September 2021 Note  
20 (\$100,000).

21 **Defendants' Shell Game Exposed**

22 20. On October 21, 2021, Plaintiffs discovered that the 5150 Project was significantly  
23 under water and that all of the investors lost their money. When Plaintiffs confronted  
24 TASHJIAN regarding this, TASHJIAN explained that there were things outside his control that  
25 caused the project to fail but that Plaintiffs did not need to worry because he was moving their  
26 investment over to the Marshall Lane Project. TASHJIAN explained that he was treating  
27 Plaintiffs differently than all the other investors because of his personal friendship with Plaintiff  
28 Christopher Ward. TASHJIAN also explained that the 5150 Project failure was not his fault and



1 that he would be countersuing various individuals in order to recover money. Based on the  
2 personal relationship and trust that Plaintiffs had with TASHJIAN, they trusted what he was  
3 saying.

4 21. In December 2021, TASHJIAN explained that the Marshall Lane Project was  
5 moving forward and it was ready for the next phase, which would require funding of  
6 approximately \$10 million. TASHJIAN asked if Plaintiffs could help find that money for this  
7 investment.

8 22. In January 2022, TASHJIAN asked Plaintiffs if they could invest up to  
9 \$2,500,000 for a new project he referred to as the Homestead Project. This was the same amount  
10 that TASHJIAN had requested in August 2021. TASHJIAN assured Plaintiffs that the Marshall  
11 Lane Project was going well and moving forward as planned, and that the Homestead Project  
12 was another great project with an exceptional return on investment guaranteed.

13 23. Shortly after these January 2022 conversations, Plaintiffs became aware that  
14 TASHJIAN and DUTCHINTS had been sued for fraud at the same time that TASHJIAN was  
15 assuring Plaintiffs that the projects were proceeding as planned and that he just needed a little  
16 more capital for the next phase of the projects. Additionally, TASHJIAN acknowledged that he  
17 committed fraud in a stipulated judgment that was entered in this Court in January 2022. The  
18 stipulated judgment has TASHJIAN admitting to committing investment fraud in the same  
19 manner in which he extracted money from Plaintiffs as detailed more fully above. Indeed, the  
20 amount TASHJIAN needed to satisfy the claims in these other two matters was approximately  
21 \$2,500,000, the same amount TASHJIAN had been saying he needed urgently between August  
22 2021 and January 2022.

23 24. At all times relevant herein, TASHJIAN was intentionally providing Plaintiffs  
24 with false information to induce them to send him money, all the while TASHJIAN was using  
25 that money for things other than what he promised Plaintiffs it would be used for. Plaintiffs are  
26 informed and believe, and thereon allege, that TASHJIAN used the money to pay others who  
27 were caught up in his shell game and did not use Plaintiffs' money for the projects for which  
28 TASHJIAN said they would be used for. Additionally, TASHJIAN used some of the funds to

1 further his lavish lifestyle, improperly shifting money that was meant for a specific project to  
2 himself for his own private benefit.

3 **FIRST CAUSE OF ACTION**

4 **BREACH OF CONTRACT**

5 **(Against All Defendants)**

6 25. Plaintiffs incorporate by reference the allegations of the foregoing paragraphs as  
7 though set forth in full herein.

8 26. As set forth above, at all times mentioned herein, Plaintiffs and Defendants  
9 entered into the following promissory note agreements: November 2019 Note, January 2020  
10 Note, April 2020 Note, July 2020 Note, November 2020 Note, December 2020 Note, June 2021  
11 Note, and September 2021 Note (collectively referred to herein as the "Notes").

12 27. As particularized above, at all times mentioned herein, Defendants were required  
13 to repay each of the Notes with interest.

14 28. At all times mentioned herein, Plaintiffs did substantially all things required of  
15 them.

16 29. Defendants failed and refused to pay Plaintiffs' the amounts owed to them under  
17 the Notes.

18 30. As a direct and proximate result of Defendants breach of contract, Plaintiffs  
19 were harmed by being deprived of the benefits of the contract in an amount according to proof,  
20 but not less than \$3,600,000.

21 WHEREFORE, Plaintiffs pray for relief against Defendants, and each of them, as more  
22 fully set forth below.

23 **SECOND CAUSE OF ACTION**

24 **FRAUD – INTENTIONAL MISREPRESENTATION**

25 **(Against All Defendants)**

26 31. Plaintiffs incorporate by reference the allegations of the foregoing paragraphs as  
27 though set forth in full herein.  
28

1           32.     At all times mentioned herein, as particularized above, Defendants made various  
2 representations relating to the Notes.

3           33.     At all times mentioned herein, the above-referenced representations were false.

4           34.     Defendants, and each of them, knew the representations were false at the time  
5 they made them.

6           35.     At all times mentioned herein, Defendants intended that Plaintiffs rely on the  
7 representations, as particularized above.

8           36.     At all times mentioned herein, Plaintiffs reasonably relied upon Defendants'  
9 representations and, as a result, Plaintiffs were harmed.

10          37.     At all times mentioned herein, Plaintiffs' reliance on Defendants' representations  
11 was a substantial factor in causing harm.

12          38.     Defendants' intentional conduct was a substantial factor in causing Plaintiffs'  
13 damages as follows:

- 14           a.     April 2020 Note – \$400,000 plus interest;
- 15           b.     July 2020 Note – \$1,000,000 plus interest;
- 16           c.     November 2020 Note – \$1,100,000 plus interest;
- 17           d.     December 2020 Note – \$400,000 plus interest;
- 18           e.     June 2021 Note – \$600,000 plus interest; and
- 19           f.     September 2021 Note – \$100,000 plus interest.

20          39.     Defendants knew that their representations were false when made, and made the  
21 representations with the intention of deceiving Plaintiffs and thereby inducing Plaintiffs to invest  
22 and/or lend money.

23          40.     Defendants' conduct was an intentional misrepresentation, deceit, or concealment  
24 of material facts known to the Defendants with the intention on the part of the Defendants to  
25 thereby deprive Plaintiffs of their rights under the various Notes, and was despicable conduct  
26 that subjected the Plaintiffs to a cruel and unjust hardship in conscious disregard of Plaintiffs'  
27 rights, so as to justify an award of exemplary and/or punitive damages.

28           WHEREFORE, Plaintiffs pray for relief against Defendants, and each of them, as more

1 fully set forth below.

2 **THIRD CAUSE OF ACTION**

3 **FRAUD - CONCEALMENT**

4 **(Against All Defendants)**

5 41. Plaintiffs incorporate by reference the allegations of the foregoing paragraphs as  
6 though set forth in full herein.

7 42. At all times mentioned herein, as particularized above, Defendants made various  
8 representations relating to Notes.

9 43. At all times mentioned herein, Defendants disclosed some facts to Plaintiffs, but  
10 intentionally failed to disclose other facts, making the representations/disclosures defective.  
11 Further, Defendants intentionally failed to disclose certain facts that were known to them and  
12 that Plaintiffs could not have discovered.

13 44. Plaintiffs did not know of the concealed facts and Defendants intended to deceive  
14 Plaintiffs by concealing facts.

15 45. At all times mentioned herein, had the omitted information been disclosed,  
16 Plaintiffs reasonably would have behaved differently.

17 46. As a direct and proximate result of Defendants' fraudulent concealment, Plaintiffs  
18 have been damaged in an amount according to proof at trial, but said amount is not less than  
19 \$3,600,000.

20 47. Defendants' conduct was an intentional misrepresentation, deceit, or concealment  
21 of material facts known to the Defendants with the intention on the part of the Defendants to  
22 thereby deprive Plaintiffs of their rights under the various Notes, and was despicable conduct  
23 that subjected the Plaintiffs to a cruel and unjust hardship in conscious disregard of Plaintiffs'  
24 rights, so as to justify an award of exemplary damages.

25 WHEREFORE, Plaintiffs pray for relief against Defendants, and each of them, as more  
26 fully set forth below.

27 ///

28 ///

**FOURTH CAUSE OF ACTION**  
**NEGLIGENT MISREPRESENTATION**  
**(Against All Defendants)**

48. Plaintiffs incorporate by reference the allegations of the foregoing paragraphs as though set forth in full herein.

49. At all times mentioned herein, as particularized above, Defendants made various representations relating to the Notes.

50. At all times mentioned herein, Defendants had no reasonable grounds for believing their representations were true, and Defendants intended that Plaintiffs rely on the representations, as particularized above.

51. At all times mentioned herein, Plaintiffs reasonably relied upon Defendants' representations and, as a result, Plaintiffs were harmed.

52. At all times mentioned herein, Plaintiffs' reliance on Defendants' representations was a substantial factor in causing harm.

53. Defendants' intentional conduct was a substantial factor in causing Plaintiffs' damages as follows:

- a. April 2020 Note – \$400,000 plus interest;
- b. July 2020 Note – \$1,000,000 plus interest;
- c. November 2020 Note – \$1,100,000 plus interest;
- d. December 2020 Note – \$400,000 plus interest;
- e. June 2021 Note – \$600,000 plus interest; and
- f. September 2021 Note – \$100,000 plus interest.

54. Defendants should have known that their representations were false when made, and made the representations without regard to whether such statements were true or not, and thereby induced Plaintiffs to invest and/or lend money pursuant to the Notes.

WHEREFORE, Plaintiffs pray for relief against Defendants, and each of them, as more fully set forth below.

///

1 **FIFTH CAUSE OF ACTION**

2 **FALSE PROMISE**

3 **(Against All Defendants)**

4 55. Plaintiffs incorporate by reference the allegations of the foregoing paragraphs as  
5 though set forth in full herein.

6 56. At all times mentioned herein, Defendants made a promise to Plaintiffs, as  
7 particularized above, relating to the Notes, including, but not limited to, the fact that Defendants  
8 had the ability to and would make the payments set forth in said Notes and that the funds sent to  
9 Defendants would be used to improve certain real estate.

10 57. At all times mentioned herein, Defendants did not intend to perform these  
11 promises when they were made.

12 58. Defendants intended that Plaintiffs rely upon the promises, as particularized  
13 above.

14 59. At all times mentioned herein, Plaintiffs reasonably relied upon Defendants'  
15 promises.

16 60. At all times mentioned herein, Defendants did not perform the promised acts, as  
17 particularized above.

18 61. At all times mentioned herein, Plaintiffs were harmed, and Plaintiffs' reliance on  
19 Defendants' promises was a substantial factor in causing Plaintiffs' harm.

20 62. As a direct and proximate result of Defendants' false promises to Plaintiffs,  
21 Plaintiffs have been damaged in an amount according to proof at trial, but said amount is not less  
22 than \$3,600,000.

23 WHEREFORE, Plaintiffs pray for relief against Defendants, and each of them, as more  
24 fully set forth below.

25 **SIXTH CAUSE OF ACTION**

26 **CONVERSION**

27 **(Against All Defendants)**

28 63. Plaintiffs incorporate by reference the allegations of the foregoing paragraphs as

1 though set forth in full herein.

2 64. At all times mentioned herein, as particularized above, Defendants made various  
3 representations relating to the Notes.

4 65. At all times mentioned herein, Plaintiffs owned and possessed the right to monies  
5 set forth in the various Notes.

6 66. At all times mentioned herein, Defendants interfered with Plaintiffs' property by  
7 knowingly and/or intentionally promising payment would be made and that the amounts given to  
8 Defendants would be used solely for the purpose of improving certain real estate.

9 67. Additionally, though Plaintiffs have repeatedly made demands that all the funds  
10 given to Defendants pursuant to the Notes be returned to Plaintiffs, Defendants refused to return  
11 said amounts, or any portion thereof, to Plaintiffs.

12 68. At all times mentioned herein, Plaintiffs did not consent to Defendants' wrongful,  
13 intentional, and/or unlawful conduct and, as a result, Plaintiffs were harmed.

14 69. At all times mentioned herein, Defendants' conduct was a substantial factor in  
15 causing Plaintiffs' harm, which damages are according to proof but not less than \$3,600,000.

16 70. Defendants' conduct was an intentional misrepresentation, deceit, or concealment  
17 of material facts known to the Defendants with the intention on the part of the Defendants to  
18 thereby deprive Plaintiffs of their rights under the various Notes, and was despicable conduct  
19 that subjected the Plaintiffs to a cruel and unjust hardship in conscious disregard of Plaintiffs'  
20 rights, so as to justify an award of punitive damages.

21 WHEREFORE, Plaintiffs pray for relief against Defendants, and each of them, as more  
22 fully set forth below.

23 **SEVENTH CAUSE OF ACTION**

24 **VIOLATION OF CAL. CORPORATE SECURITIES LAW**

25 **(Against All Defendants)**

26 71. Plaintiffs incorporate by reference the allegations of the foregoing paragraphs as  
27 though set forth in full herein.

28 72. Defendant TASHJIAN was, at the time of the acts alleged herein, a person who,

1 directly or indirectly, controlled various legal entities, including, but not limited to,  
2 DUTCHINTS, by virtue as his status as:

- 3 a. Its founder and managing member;
- 4 b. A holder of a significant membership interest in said entities; and
- 5 c. An agent of the entities, who materially aided in the transactions constituting  
6 the violations complained of herein.

7 73. As controlling persons pursuant to Cal. Corp. Code §25504, Defendant  
8 TASHJIAN is jointly and severally liable to Plaintiffs pursuant to Cal. Corp. Code §25501.

9 WHEREFORE, Plaintiffs pray for relief against Defendants, and each of them, as more  
10 fully set forth below.

## 11 **EIGHTH CAUSE OF ACTION**

### 12 **ALTER EGO**

#### 13 **(Against TASHJIAN)**

14 74. Plaintiffs incorporate by reference the allegations of the foregoing paragraphs as  
15 though set forth in full herein.

16 75. Plaintiffs are informed and believe, and thereon allege, that at all times relevant  
17 herein, TASHJIAN commingled his personal funds with various business entities in which he  
18 had an ownership interest, including, but not limited to, DUTCHINTS. Additionally, Plaintiffs  
19 are informed and believe, and thereon allege, that TASHJIAN withdrew funds from certain  
20 entities, including DUTCHINTS, for personal use

21 76. Plaintiffs are informed and believe, and thereon allege, that TASHJIAN  
22 maintained various legal entities, including, but not limited to, DUTCHINTS, which maintained  
23 little, if any, capital and insufficient capital that would reasonably be required to maintain such  
24 an entity while marketing the various projects TASHJIAN was marketing on behalf of such  
25 entities.

26 77. There was sufficient unity of interest and ownership between TASHJIAN and the  
27 various legal entities, including, but not limited to, DUTCHINTS, such that the separate  
28 personalities of the individual and the entities no longer exist.



78. Treating the acts of TASHJIAN as the sole acts of the entities, including, but not limited to, as it relates to DUTCHINTS, would sanction a fraud, promote injustice, and cause an inequitable result.

WHEREFORE, Plaintiffs pray for relief against Defendants, and each of them, as more fully set forth below.

## PRAAYER

WHEREFORE, Plaintiffs pray for judgment against Defendants, and each of them, as follows.

1. For compensatory damages in an amount according to proof, but not less than \$3,600,000;

2. For general damages in an amount according to proof, but not less than \$3,600,000;

3. For special damages in an amount according to proof;

4. For applicable interest at the legal rate of ten percent (10%) per annum;

5. For exemplary and/or punitive damages;

6. For costs of suit; and

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

Dated: May 9, 2022

**OMNI LAW GROUP, APC**

By: Trevor J. Zink  
TREVOR J. ZINK, ESQ.  
Attorneys for Plaintiffs

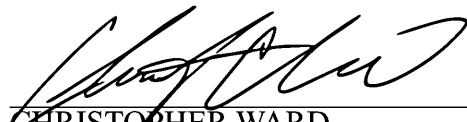
**VERIFICATION**

I, CHRISTOPHER WARD, declare:

1. I am an individual over the age of eighteen years, a resident of Santa Clara County and a Plaintiff in the above-entitled action.
2. I have read the foregoing Verified Complaint for Damages and know the contents thereof.
3. The matters stated therein are true and correct, except as to those matters stated on information and belief, and as to those matters, I believe them to be true.

I declare that the above facts are true and correct and are within my personal knowledge and if sworn to testify herein, I could and would competently testify thereto under penalty of perjury under the laws of the State of California.

Executed on May 9, 2022, at San Jose, California.

  
CHRISTOPHER WARD