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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SANTA CLARA, UNLIMITED CIVIL ACTION

ABHINAV BEZGAM, an individual; ALEKHYA GAMPA, an individual; SUJITH PERLA, an individual; and SUPRIYA MOHAN, and individual, Plaintiffs, vs. 18771 HOMESTEAD ROAD, LLC, a California limited liability company; VAHE TASHJIAN, an individual; ALINE WHITMAN, an individual; COMPASS, INC., a Delaware corporation; VAHE BARONIAN, an individual; and DOES 1 through 50, inclusive, Defendants.	**CASE NO.:** 22CV406777 **COMPLAINT:** **1. BREACH OF CONTRACT;** **2. FRAUD – INTENTIONAL MISREPRESENTATION;** **3. NEGLIGENT MISREPRESENTATION;** **4. FRAUD – FALSE PROMISE;** **5. FRAUD – CONCEALMENT;** **6. CONSTRUCTIVE FRAUD;** **7. BREACH OF FIDUCIARY DUTY;** **8. NEGLIGENCE** **AND DEMAND FOR JURY TRIAL**

Plaintiffs Abhinav Bezgam, Alekhya Gampa, Sujith Perla and Supriya Mohan (collectively, the "Plaintiffs") hereby allege as follows:

I. INTRODUCTION

This case arises out of an egregious fraud disguised as a real property transaction. Plaintiffs are two married couples who were seeking to purchase built neighboring homes, but instead were bilked out of over $1.7 million by defendants, who convinced them to advance substantial purchase funds as "investments," which Plaintiffs are informed and believe instead

were used to pay other creditors. At all times mentioned herein, the seller, Defendant Homestead Road, LLC ("Homestead"), was effectively owned and controlled by Defendant Vahe Tashjian ("Tashjian"), who unbeknownst to Plaintiffs at the time, is an established crook who is being sued (individually and/or indirectly via other entities he has created and controlled) for similar Ponzi-like misconduct in no fewer that 11 active cases in this County alone, including one bankruptcy case in which he recently invoked his Fifth Amendment privilege as to all substantive questioning relating to his business dealings.

Unlike Plaintiffs, the dual agent in the subject transaction, Vahe Baronian ("Baronian") with Compass, Inc. ("Compass"), was well aware of the accusations and claims against Tashjian, past and present, and his history of unscrupulous conduct and financial distress, having known and worked with Tashjian going back many years. Not only did Baronian fail to advise Plaintiffs of such information or counsel them accordingly pursuant to his fiduciary duty as their agent, he actively concealed such information and expressly encouraged Plaintiffs to become a victim to Tashjian's scheme.

In short, and as particularized below, the seller and the dual agent, knowing that the subject property was already over-encumbered, induced Plaintiffs to pay and release early to seller an aggregate total of $1,744,000 with no secured interest, only to thereafter lose the property in foreclosure following seller's uncured fault on another multimillion dollar note before construction and sale could be completed. Plaintiffs do not have any ownership interest in the property they contracted to purchase and have not had any amount of their purchase money returned. Therefore, Plaintiffs seek monetary recovery for their damages caused by Defendants' intentional, wrongful, and fraudulent conduct.

II. THE PARTIES AND SUBJECT PROPERTY

A. PLAINTIFFS

1. Plaintiffs ABHINAV BEZGAM and ALEKHYA GAMPA, as individuals, are a married couple (jointly, "Bezgam"), who at all times mentioned herein, reside in the County of Santa Clara, State of California.

2. Plaintiffs SUJITH PERLA and SUPRIYA MOHAN, as individuals, are a married couple (jointly, "Perla"), who at all times mentioned herein, reside in the County of Santa Clara, State of California.

B. THE PROPERTIES

3. The real property commonly known as 18771 E. Homestead Road, #1, Sunnyvale, California 95014 is hereinafter referred to as "Property 1."

4. The real property commonly known as 18771 E. Homestead Road, #2, Sunnyvale, California 95014 is hereinafter referred to as Property 2." (Property 1 and Property 2 are jointly referred to herein as the "Properties.")

C. DEFENDANTS

5. Defendant 18771 HOMESTEAD ROAD, LLC ("Homestead") is a California limited liability company.

6. Defendant VAHE TASHJIAN ("Tashjian") is, at all times mentioned herein, an individual who, on information and belief, is a principal and/or controlling member Homestead.

7. Defendant ALINE WHITMAN ("Whitman") is, at all times mentioned herein, an individual who is a manager or member of Homestead. (Homestead, Tashjian and Whitman are collectively referred to as the "Sellers".)

8. Defendant COMPASS, INC. ("Compass") is a Delaware corporation authorized to do business in the State of California, and at all times mentioned herein, does business in the County of Santa Clara, State of California.

9. Defendant VAHE BARONIAN ("Baronian") is, at all times mentioned herein, a California real estate agent (Salesperson License No. 01373114) employed by Compass, doing business in the County of Santa Clara, State of California.

C. OTHER DEFENDANTS

10. Plaintiffs are ignorant of the true names and capacities of the Defendants sued herein as DOES 1 through 50, inclusive, and therefore sue these Defendants by such fictitious names pursuant to the Code of Civil Procedure § 474. Plaintiffs will pray leave to amend this Complaint to allege the Defendants' true names and capacities when the same have been

ascertained. Plaintiffs are informed and believe and thereon allege that each of the fictitiously named Defendants are responsible in some manner for the occurrences herein alleged and that their injuries and damages were proximately caused thereby. As used herein, the word "Defendants" shall hereinafter mean the named Defendants as set forth above and Defendants DOES 1 through 25, and each of them.

D. AGENCY/EMPLOYEE/AIDING AND ABETTING, CONSPIRACY

11. At all times herein mentioned, Defendants, and each of them, were agents, employees, and/or joint venturers of each of the remaining Defendants and, in doing the acts hereinafter alleged, were acting within the course and scope of such agency and/or employment. Because of the agency, employment, and/or joint venture relationship between Defendants, each Defendant has actual and/or constructive knowledge of the acts of each of the other Defendants. Each Defendant ratified, approved, joined in, acquiesced, and/or authorized the wrongful acts of each co-defendant, and each of them, as set forth below, and/or retained the benefits of said wrongful acts.

12. In performing and failing to perform the acts alleged herein, each Defendant aided and abetted the other Defendants; each Defendant is and/or was the agent, employee, joint venturer, and/or representative of the others, and was acting on their behalf, within the scope of that agency, employment, and/or joint venture and with their permission and consent; and each Defendant acted both directly and indirectly through agents and employees.

13. Plaintiffs are informed and believe, and thereon allege, that Tashjian, Whitman, Homestead, Baronian, and Compass, and two or more of them agreed to commit such wrongful acts orally, in writing, and/or implied by their conduct.

14. Defendants, and each of them, agreed with one another and intended that the acts herein alleged to defraud Plaintiffs, and furthered the conspiracy by cooperation with one another, or lent aid and encouragement to one another, or ratified and adopted the acts of each other in the acts alleged herein.

15. The Defendants each knew all the details of the scheme, and the identities of all other participants in their conspiracy.

E. ALTER EGO

16. At all times mentioned herein, Plaintiffs are informed and believe and thereon allege that Homestead is the alter ego of Tashjian and Whitman, and there exists, and at all times mentioned herein has existed, a unity of interest and ownership between Tashjian and Whitman, on the one hand, and Homestead on the other, such that any separateness between them has ceased to exist between Homestead and Tashjian/Whitman Homestead, as Tashjian and Whitman completely controlled, dominated, managed and operated Homestead to suit their respective convenience.

17. Specifically, on information and belief, at all times mentioned herein, Tashjian and Whitman: (a) controlled the business and affairs of Homestead; (b) commingled the funds and assets of Homestead with other entities they controlled, and diverted corporate funds for their own personal use; (c) inadequately capitalized Homestead; (d) disregarded legal formalities and failed to maintain arm's length relationships among Homestead and other entities they controlled; (e) used the company as a mere shell, instrumentality, or other conduit for themselves and of other entities they controlled; (f) used the company entity to conceal their ownership, management, and financial interests and/or personal business activities; and (g) used the company entity to shield against personal obligations and, in particular, the obligations as alleged in this Complaint.

18. At all times mentioned herein, Homestead was not only influenced and governed by Tashjian and Whitman, but there was such a unity of interest and ownership that the individuality and separateness of Homestead and Tashjian and Whitman has ceased, and that the facts are such that an adherence to the fiction of the separate existence of Homestead as an entity would, under the particular circumstances, sanction a fraud or promote injustice.

III. JURISDICTION & VENUE

19. Venue is proper in this Court as the contract subject of this litigation was entered into, and the Properties it concerns are located in the County of Santa Clara, State of California. Furthermore, Plaintiffs are informed and believe that Tashjian, Whitman and Baronian each reside in the County of Santa Clara, State of California.

20. The amount in controversy exceeds the jurisdiction of this Court.

IV. GENERAL ALLEGATIONS

21. On or about November 23, 2021, Bezgam and Perla contacted Baronian, as listing agent, to inquire about purchasing Property 1 and Property 2, respectively.

22. On or about November 25, 2021, pursuant to the terms of proposed sale as conveyed by Baronian, Bezgam completed and signed a California Association of Realtors form New Construction Residential Purchase Agreement offering to purchase Property 1 from Homestead, as seller, for $2,800,000 ("RPA1").

23. On or about November 25, 2021, pursuant to the terms of proposed sale as conveyed by Baronian, Perla completed and signed a California Association of Realtors form New Construction Residential Purchase Agreement offering to purchase Property 2 from Homestead, as seller, for $2,800,000 ("RPA2") (RPA1 and RPA2 are jointly referred to as the "RPAs.")

24. Both of the RPAs identify Compass as the broker for both buyer and seller, and Baronian as the agent for both buyer and seller. Baronian signed both RPAs effective November 24, 2021, on behalf of Compass as dual broker and himself as such dual agent.

25. On or about November 27, 2021, Baronian notified Plaintiffs that Sellers had accepted their respective offers, and delivered electronic copies of the RPAs to Plaintiffs signed by Whitman on behalf of Homestead as seller.

26. On or about January 15, 2022, Baronian advised Plaintiffs verbally that there was an opportunity for Plaintiffs to receive discounts on the purchase prices of the respective Properties. Accordingly, on or about January 17, 2022, Plaintiffs had a telephone conversation with Tashjian, during which Tashjian proposed that Plaintiffs pay/release money early toward the purchase price, for which Plaintiffs would thereafter receive a 17% return on such "investment."

27. On or about January 18, 2022, Bezgam sent a text message to Baronian asking for a telephone call to ask questions regarding Tashjian's requested investment from Plaintiffs, including Baronian's recommendations on the proposal itself, assessment of risks, and particulars regarding how the investment would be protected in the event the construction were to be delayed or cancelled. In response, Baronian stated to Plaintiffs over the telephone that he had worked with Tashjian for a long time, and that Tashjian had made money for all of his previous investors.

28. Following the January 18, 2022 conversation with Baronian, Plaintiffs discovered from an internet search that Dutchints Development, LLC ("Dutchints"), a luxury home developer, had filed for bankruptcy a few months earlier, and that Tashjian may have been a member or manager of that entity. Perla then asked Baronian via text message if Tashjian was part of Dutchints, and Baronian replied, "Yes, he was a partner of that company but don't let that deter you. I know exactly what went on there and out of all their investors, they had a small group of unruley [sic] investors that destroyed everything."

29. In reliance on Baronian's assurances, on January 19, 2022, Plaintiffs reached out to Tashjian via email with additional questions regarding the term of the proposed investment, including whether there would be any guarantee or security. Tashjian replied that he was willing to put liens on the Properties as security. However, neither Tashjian nor Baronian (who was copied on Tashjian's email reply) mentioned that there were any other existing liens on the Properties.

30. On or about January 21, 2022, Baronian sent an email to Plaintiffs seeking to confirm the details of the proposed investment as conveyed to him by Tashjian. Following Plaintiffs' reply correcting and/or clarifying certain terms, on January 26, 2022, Baronian delivered an Addendum No. 2 to each of Bezgam and Perla pertaining to their respective RPAs.

31. The Addendum No. 2 for RPA1 provided, in pertinent part, that (a) Bezgam would instruct escrow to release its Earnest Money Deposit in the amount of $84,000 to Homestead immediately; (b) Bezgam would fund another $516,000 into escrow within 30 days, such amounts to be released to Homestead immediately thereafter; (c) escrow would record a lien in favor of Bezgam on Property 1 in the amount of $600,000 at the time the $516,000 amount was funded by Bezgam; (d) Bezgam would receive a 17% return on such amounts funded/released, such return to be deducted from their purchase price for Property 1; and (e) in the event the construction were to take longer than 12 months to complete, Bezgam would receive an additional prorated return on such invested amounts of 17% per annum for the period of time after such 12 months through completion.

32. The Addendum No. 2 for RPA2 provided Perla with same terms as that for Bezgam, except that the additional funding amount was $376,000 instead of $516,000, and the lien amount would be $460,000 instead of $600,000.

33. In reliance on Tashjian's representations regarding the terms of the proposed investment, and Baronian's prior assurances to Plaintiffs regarding Tashjian, Bezgam and Perla signed the Addenda No. 2 applicable to their respective RPAs on or about January 30, 2022. Whitman signed both Addenda No. 2 on behalf of Homestead.

34. On or about January 31, 2022, Baronian instructed escrow to release Bezgam and Perla's respective 84,000 Earnest Money Deposits to Seller. However, escrow advised that they needed a notarized document from Plaintiff authorizing early release of funds in order to do so.

35. On or around February 4, 2022, Plaintiffs reviewed a title report for the Properties, and found reference to several existing liens already thereon, and at least one Notice of Default apparently pertaining to another loan by an entity known as Iron Oaks. Accordingly, Gampa sent an email to Baronian asking for insight as to such apparently existing liens, any defaults on loans affecting the Properties, and the meaning of the Notice of Default. As Gampa stated in her email to Baronian, "As our real estate agent we are hoping to get some honest answers on this project and the delays that have been happening." Baronian did not reply substantively to Gampa's email, but rather forwarded it to Tashjian to respond. In response, Tashjian replied on February 4, 2022, that (a) there was an existing first lien of $5.55 million in favor of Iron Oaks and a second lien that had been paid down to $1.2 million; (b) the Notice of Default by Iron Oaks was due to a maturity date that had passed "due to delays from Covid and other issues"; (c) that the project was taking longer than anticipated, but they were "finally back on track"; and (d) that Sellers were working with Iron Oaks to either rewrite that loan or "refinance them out."

36. On or about February 5, 2022, Plaintiffs had a telephone call with Baronian seeking his advice on the "investment" in light of the information provided by Tashjian the previous day. During that call, Baronian assured Plaintiffs that he knew Tashjian very well, that he had worked with him for a long time, and that Plaintiffs could trust him.

37. On or about February 9, 2022, in reliance on Tashjian's responses to their questions and Baronian's repeated assurances of Tashjian's trustworthiness, Bezgam and Perla signed and had notarized the documents required by escrow to release their respective $84,000 Earnest Money Deposits, and such funds were released to Seller.

38. On or about February 20, 2022, Plaintiffs reached out to Iron Oaks and were informed that their loan to Seller was in default, and that the Properties would be going up for auction at the end of the month. Plaintiffs immediately contacted Baronian and Tashjian to get more information, as this appeared to be related to the Notice of Default, which Baronian and Tashjian had assured them was not a problem. During a telephone call that day, Tashjian represented to Plaintiffs that he was "taking care of it," and Baronian again assured Plaintiffs that they could trust Seller to complete the construction and sale of the Properties to Plaintiffs according to the terms of their respective RPAs, as amended.

39. On February 23, 2022, Tashjian sent an email to Plaintiffs, copied to Baronian, stating that he had filed for a temporary restraining order to stop the auction of the Properties, and that he had found a new lender to take Iron Oaks' place. On February 25, 2022, Iron Oaks informed Plaintiffs that the auction was not going forward as previously scheduled, due to their having received a promise of payment from Seller.

40. By March 7, 2022, Bezgam and Perla had not yet made their additional payments of $516,000 and $376,000, respectively, pursuant to the Addendum No. 2s in light of the previously pending auction. On March 7, 2022, Tashjian informed Bezgam that the return on investment needed to be reduced from 17% to 15% due to "the amount of time the funds have been invested," and Baronian sent a draft Addendum No. 3 to each of Bezgam and Perla pertaining to their respective RPAs.

41. The Addendum No. 3 for RPA1 provided, in pertinent part, that: (a) the second funding payment of $516,000 would be paid to escrow and released to Homestead by or before March 21, 2022; (b) the return on investment would be 15% instead of the 17% as previously stated in Addendum No. 2; and (c) a lien in favor of Bezgam in "the total amount released to seller at the time of final funding" would be recorded on Property 1.

42. The Addendum No. 3 for RPA2 provided, in pertinent part, that: (a) the second funding payment of $376,000 would be paid to escrow and released to Homestead by or before March 21, 2022, with the remaining $46,000 to be paid to escrow and released to Homestead 4-6 weeks thereafter; (b) the return on investment would be 15% instead of the 17% as previously stated in Addendum No. 2; and (c) a lien in favor of Perla in "the total amount released to seller at the time of final funding" would be recorded on Property 2.

43. On March 8, 2022, having been advised that the previously scheduled auction on Property 1 had been cancelled, and in continuing reliance on Tashjian's and Baronian's assurances, Bezgam signed and returned their Addenda No. 3, along with the notarized document required by escrow for early release of funds. On March 11, 2022, Bezgam transferred to escrow the additional $516,000 called for in Addendum No. 3, and such amount was released to Homestead. Whitman signed the Addendum No. 3 for RPA1 on behalf of Homestead as seller.

44. On March 18, 2022, having been advised that the previously scheduled auction on Property 1 had been cancelled, and in continuing reliance on Tashjian's and Baronian's assurances, Perla signed and returned their Addendum No. 3 along with the notarized document required by escrow for early release of funds, and transferred the additional $330,000 called for in Addendum No. 3, which was thereafter released to Homestead. Whitman signed the Addendum No. 3 for RPA2 on behalf of Homestead as seller.

45. On March 28, 2022, Plaintiffs met in person with Tashjian along with the builder on the construction project for the Properties, Art Reyes with Artcad Construction, Inc., who advised Plaintiffs that construction was going well, and would continue to so long as his workers were getting paid. During a phone conversation shortly after that meeting, Tashjian convinced Bezgam and Perla to "invest" additional purchase money in the amounts of $400,000 and $284,000, respectively, with the promise of an 18% return on such additional funds. Later that day, Baronian delivered to Bezgam and Perla new addenda to memorialize the terms for such further funding.

46. The Addendum No. 4 for RPA1 provided, in pertinent part, that: (a) Bezgam would release to Homestead an additional $400,000, for a total amount released of $1,000,000 (including

the $84,000 Earnest Money Deposit, the second payment of $516,000, and the additional $400,000 payment); (b) that Bezgam would receive an 18% return per annum on the additional $400,000 released to Homestead; and (c) that escrow would record a lien on Property 1 in favor of Bezgam in the amount of $1,000,000 "at the time of funding."

47. On March 28, 2022, Bezgam signed and returned the Addendum No. 4 along with the required form authorizing release of funds, and transferred the additional $400,000 to escrow, which was then released to Homestead. Whitman signed the Addendum No. 4 for RPA1 on behalf of Homestead as seller.

48. The Addendum No. 4 for RPA2 provided, in pertinent part, that: (a) Perla had provided an additional $284,000 to escrow that had been released to Homestead on or about April 1, 2022, for a total amount released of $744,000; (b) that Perla would receive an 18% return per annum on the additional $284,000 released to Homestead; and (c) that escrow would record a lien on Property 1 in favor of Bezgam in the amount of $744,000 on April 21, 2022. In actuality, on or about April 6, 2022, Perla transferred $330,000 in additional funds to escrow (representing the $284,000 referred to in Addendum No. 4, along with the $46,000 previously remaining to be transferred pursuant to Addendum No. 3), which still resulted in a total amount of $744,000 released to Homestead.

49. On April 6, 2022, Perla signed and returned the Addendum No. 4 along with the required form authorizing release of $330,000 in additionally deposited funds on April 6, 2022, and such additional funds were thereafter released to Homestead. Whitman signed the Addendum No. 4 for RPA2 on behalf of Homestead as seller.

50. On or about May 4, 2022, just one month after Tashjian, Homestead and Baronian had completed causing Plaintiffs, through representations and repeated assurances, to transfer and release an aggregate of $1,744,000 of purchase funds to Homestead, Plaintiffs were notified by Iron Oaks that the Properties had been sold to a third party via a Trustee Sale.

51. Plaintiffs are informed and believe, and thereon allege, that by or before May 2, 2022, Iron Oaks had initiated and completed a sale of the Properties pursuant to its rights as a trustee pursuant to a deed of trust recorded on March 17, 2021, due to Tashjian and Homestead's

failure to prevent and/or cure the Notice of Default. On or about May 2, 2022, a Trustee's Deed Upon Sale was recorded transferring title in the Properties from Homestead to a third party, Randy Mancini and Karol Mancini, Trustees of the Mancini Living Trust dated 11/11/2013.

52. On May 4, 2022, upon receiving the news from Iron Oaks regarding the trustee sale of the Properties, Plaintiffs contacted Baronian by phone, who admitted to them, "I received a call from the new owner [Randy Mancini] a couple days back to remove his [Tashjian's] sale board from the property as he owns it now. I asked Vahe [Tashjian] if he informed you guys, he said he was taking care of it." Prior to that phone conversation initiated by Plaintiffs, Baronian had not provided Plaintiffs any information regarding the trustee sale whatsoever (i.e., whether it was a possibility, reasonably foreseeable, expected, imminent, scheduled, pending, underway or completed).

53. On May 4, 2022, following Plaintiffs' conversation with Baronian, Plaintiffs attempted to contact Tashjian by telephone. Tashjian responded to Plaintiffs via text message, stating, "Hey Guys, I'm in a meeting but will call you after. If you're concerned with the trustee sale I'm already in communication with Randy who is the lender," and "You will not be affected." A little over an hour later, Tashjian texted Plaintiffs again, "Just had a great conversation with Randy Mancini, holder of the note. We will be good, I am meeting him next Tuesday and your contracts will not be affected." Plaintiffs requested that Tashjian call him, and he replied he would in a short while. However, later that evening, Tashjian texted again to say he was "tied up" until late, and suggested the following afternoon, to which Plaintiffs agreed. Then, the following afternoon, Tashjian texted again to say he needed to push the call to a later date, only to thereafter fail to respond to requests for a telephone conversation as requested in subsequent messages for several more days.

54. Plaintiffs are informed and believe, and thereon allege, that Tashjian's description of Mr. Mancini as the "lender" and the "holder of the note" was false and intended to mislead Plaintiffs into an incorrect understanding that the Properties were still in Tashjian's control. In fact, Iron Oaks was the holder of the defaulted note, and Mr. Mancini had purchased the Properties

pursuant to the trustee sale, which meant that that Sellers were no longer able to sell the Properties to Plaintiffs.

55. During the following weeks from May 6, 2022 through June 13, 2022, Plaintiffs repeatedly contacted Tashjian via text message in an effort to obtain any information and update regarding the status of the Properties and/or the return of their collective $1,744,000 in purchase money previously paid and released to Homestead. In response, Tashjian avoided giving any clear answers, citing various personal emergencies, and was otherwise working with attorneys to either "get the property back" or "get some of [Plaintiffs'] funds returned" to them.

56. By June 29, 2022, Plaintiffs had still not received back from Sellers any of the $1,744,000 in purchase money they had collectively paid toward the purchase price of the Properties, which Sellers no longer had any right to sell. Accordingly, Bezgam requested that the parties proceed to mediation pursuant to Section 41.A of the RPAs, to which Tashjian agreed.

57. At all times mentioned herein, Plaintiffs have repeatedly requested from Defendants an accounting of their money paid, including where their money was spent, how much is left over, and the location of any remaining funds. Defendants continue to fail to provide any such information.

58. Although mediation has not yet been completed as of the time of filing this Complaint, Plaintiffs contend that such filing at this time should not serve to preclude Plaintiffs' recovery of attorneys' fees under Section 41.A because of the exception in Section 41.C, which states that the filing of a court action in order to obtain an "order of attachment" or "other provisional remedies" shall not constitute a waiver nor violation of the RPA's mediation and arbitration provisions. Plaintiffs intend to file and pursue forthwith an Application for Right to Attach Order and Order for Issuance of Writ of Attachment, along with related moving papers, against any and all available money and property of Sellers, as good cause for such orders exist for at least the following reasons:

a. Since having decided to proceed to mediation, Plaintiffs have discovered that Tashjian and/or other entities in which he is or was a principal or managing party, have been sued numerous times in the past five years by a number of different plaintiffs for various alleged

breaches of contract, fraud and other wrongdoings. At least one of those litigations resulted in a stipulated judgment against Tashjian wherein he admitted under penalty of perjury as having committed fraud. Such lawsuits include at least 11 active litigations in Santa Clara County Superior Court, which represent a large number of creditors, claims and resulting judgments against Tashjian, his affiliated entities, and any money or property in their possessions.

b. Plaintiffs are informed and believe, and thereon allege, that, on August 19, 2022, Tashjian appeared in Federal Bankruptcy Court for a Meeting of Creditors in the bankruptcy case of his company, Dutchints Development, LLC, and asserted his Fifth Amendment right against self-incrimination in refusing to answer all substantive questions asked by the bankruptcy trustee. Plaintiffs are informed and believe and thereon allege that such a tactic indicates an acknowledgement of significant wrongdoing in the form of misuse of property and funds, such that any assets subject to potential recovery by Plaintiffs should be attached as soon as legally permitted and before they, too, are misappropriated, illegally transferred, or otherwise lost.

V. MEDIATION

59. The purchase agreements between Plaintiffs and Sellers contains a mediation provision set forth in Plaintiffs' respective RPA1 and RPA2. At all times mentioned herein, Plaintiffs were ready, willing, and able to attend mediation.

60. Mediation was initially scheduled for August 8, 2022, with The Honorable John Flaherty (Ret.) through Judicial Arbitration Mediation Services, Inc. – Silicon Valley ("JAMS"). Sellers unilaterally cancelled the mediation due to "a conflict."

61. On September 6, 2022, Plaintiffs attempted to reschedule mediation. Pursuant to Plaintiffs' request, JAMS provided a new series of available dates for mediation in November and December 2022, to which Plaintiffs made themselves available.

62. At all times mentioned herein, Sellers have not responded to Plaintiffs' or JAMS' requests for new dates and, therefore, mediation never took place.

63. At all times mentioned herein, Plaintiffs are ready, able, and willing to attend mediation. Plaintiffs take the position that Sellers have resisted and/or refused to attend mediation and, therefore, filed this Complaint.

64. As of the date of this filing, Plaintiffs have asked Sellers' counsel to attend mediation. However, this does not waive Plaintiffs' position that Sellers have violated the mediation provisions of the aforementioned purchase agreements.

65. Plaintiffs also filed this Complaint as a provisional remedy as they intend to file a Writ of Attachment against Defendant Homestead and others, which is excluded from the mediation provision set for in RPA1 and RPA2.

VI. CAUSES OF ACTION

FIRST CAUSE OF ACTION

Breach of Contract
(As all Defendants)

66. Plaintiffs hereby reallege and incorporate herein by this reference each and every allegation contained in the foregoing paragraphs, inclusive, of this Complaint as though fully set forth herein.

67. On or about November 25, 2021, Bezgam and Sellers entered into a valid contract, the RPA1, whereby Sellers agreed to complete construction on and sell Property 1 to Bezgam. As amended, RPA1 required that Bezgam pay a total of $1,000,000 of the purchase price into escrow for early release to Sellers as an investment on which Bezgam would receive a return in the form of purchase price discounts on certain installments of such funds ranging from 15% to 18% per annum.

68. On or about November 25, 2021, Perla and Sellers entered into a valid contract, the RPA1, whereby Sellers agreed to complete construction on and sell Property 2 to Perla. As amended, RPA1 required that Perla pay a total of $744,000 of the purchase price into escrow for early release to Sellers as an investment on which Bezgam would receive a return in the form of purchase price discounts on certain installments of such funds ranging from 15% to 18% per annum.

69. Bezgam and Perla performed all duties and obligations required of them under the RPA1 and RPA2, respectively, except those duties and obligations which Plaintiffs were excused from performing or had yet to become due.

70. At all times, Plaintiffs were ready, willing, and able to perform all conditions required in accordance with the RPAs, as amended.

71. Sellers breached the RPAs by: (a) failing to complete the construction on Property 1 or Property 2; (b) failing to sell or transfer the Properties to Plaintiffs; (c) causing or permitting the Properties to be sold to another third party by way of a trustee sale; and (d) failing to return any of the aggregate $1,744,000 in purchase money paid by Plaintiffs and released to Sellers early as an "investment" pursuant to the addenda thereto.

72. At all times, Plaintiffs were, and continue to be, ready, willing, and able to perform all conditions required in accordance with the terms of the Agreement.

73. As a direct result of Sellers' breach of the RPAs, Plaintiffs have suffered damages in an amount no less than $1,744,000, to be determined according to proof at trial.

74. The RPAs contain a provision entitling the prevailing party in an action arising therefrom to be entitled to reasonable attorneys' fees and costs from the non-prevailing party.

75. Plaintiffs are informed and believe, and thereon allege, that Tashjian, Whitman, Homestead, Baronian, and Compass conspired together and agreed to commit the breach of contract orally, in writing, and/or implied by their conduct. The Defendants, and each of them, agreed with one another and intended that the acts herein alleged to defraud Plaintiffs, and furthered the conspiracy by cooperation with one another, or lent aid and encouragement to one another, or ratified and adopted the acts of each other in the acts alleged herein. The Defendants each knew all the details of the scheme, and the identities of all other participants in their conspiracy.

WHEREFORE, Plaintiffs pray for judgment against the Sellers, and each of them, as hereinafter set forth.

SECOND CAUSE OF ACTION

Fraud – Intentional Misrepresentation
(As to all Defendants)

76. Plaintiffs hereby reallege and incorporate herein by this reference each and every allegation contained in the foregoing paragraphs, inclusive, of this Complaint, as though fully set

forth herein.

Misrepresentations by Tashjian and Homestead:

77. On February 4, 2022, Tashjian, individually and as a principal of Homestead, represented to Plaintiffs in writing that the Notice of Default by Iron Oaks was merely due to a maturity date had passed due to delays from Covid and other issues, and that Sellers were working with Iron Oaks to rewrite that loan or "refinance them out."

78. On or about February 20, 2022, following Plaintiffs having received word from Iron Oaks that their loan to Sellers remained in default, and that the Properties were scheduled for auction at the end of that month, Tashjian represented to Plaintiffs verbally over the telephone that he was "taking care of it."

79. The representations by Tashjian to Plaintiffs were false. Plaintiffs are informed and believe that the Notice of Default was, in fact, due to Sellers' nonpayment, and that Sellers were not actually working with Iron Oaks to rewrite that loan or otherwise pay what Iron Oaks was owed. Plaintiffs are further informed and believe and thereon allege that Tashjian was not actually taking care of the Notice of Default, as the Iron Oaks loan remained in default and ultimately resulted in the trustee sale to a third party prior to completion of construction and sale to Plaintiffs pursuant to their RPAs.

80. Tashjian knew that the aforementioned representations were false at the time he made them, or he made such representations recklessly and without regard for their truth.

81. Tashjian intended that Plaintiffs rely on these representations in order to induce them to agree to pay early and cause to be released to Sellers additional substantial "investments" of purchase price money far in advance of when they would otherwise be due under the RPAs absent addenda.

82. Plaintiffs reasonably relied on Tashjian's representations, were harmed directly by paying Sellers such additional funds as a result of such reliance.

83. Plaintiffs are informed and believe, and thereon allege, that Tashjian, Whitman, Homestead, Baronian, and Compass conspired and agreed to commit such wrongful acts orally, in writing, and/or implied by their conduct. The Defendants, and each of them, agreed with one

another and intended that the acts herein alleged to defraud Plaintiffs, and furthered the conspiracy by cooperation with one another, or lent aid and encouragement to one another, or ratified and adopted the acts of each other in the acts alleged herein. The Defendants each knew all the details of the scheme, and the identities of all other participants in their conspiracy.

84. At all times mentioned herein, Tashjian and Homestead's intentional misrepresentations and the Defendants' conspiracy to commit such wrongful acts were deceitful, fraudulent, oppressive, and/or malicious. As a result, Plaintiffs seek punitive damages pursuant to California Civil Code § 3294.

WHEREFORE, Plaintiffs pray for judgment against Defendants, and each of them, as hereinafter set forth.

Misrepresentations by Baronian and Compass:

85. On February 4, 2022, Baronian, individually and as dual agent for buyer and seller through Compass, verbally represented to Plaintiffs in response to their questions regarding Tashjian's request that they pay substantial amounts of the purchase price early as an "investment" that he had worked with Tashjian for a long time, and that Tashjian had made money for all of his previous investors.

86. On or about January 18, 2022, in response to Plaintiffs questions regarding the bankruptcy of Dutchints Development LLC and Tashjian's involvement therein, Baronian verbally represented to Plaintiffs that Tashjian was a partner in Dutchints, that Baronian knew exactly what went on there, that the bankruptcy was due to just a small minority of investors, and that it should not deter Plaintiffs from investing according to Tashjian's requests.

87. On or about February 5, 2022, Baronian verbally represented to Plaintiffs he knew Tashjian very well, that he had worked with him for a long time, and that Plaintiffs could trust him.

88. On or about February 20, 2022, Baronian verbally represented to Plaintiffs that they could trust Seller to complete the construction and sale of the Properties to Plaintiffs according to the terms of their respective RPAs as amended.

89. Baronian's representations that Tashjian had made money for all his previous

investors, that the Dutchints bankruptcy was only due to a small minority of investors, and that Plaintiffs could trust Tashjian, both in general and to complete the construction and sale of the Properties to Plaintiffs as agreed, were false.

90. Since he had, by his own admission, known and worked with Tashjian for "a long time," Baronian knew that those representations were false at the time he made them, or he made such representations recklessly and without regard for their truth.

91. Baronian intended that Plaintiffs rely on his representations so as to induce Plaintiffs to comply with Tashjian's requests that they pay early and cause to be released to Sellers additional substantial "investments" of purchase price money far in advance of when they would otherwise be due under the RPAs absent addenda.

92. Plaintiffs reasonably relied on Baronian's representations, were harmed directly by paying Sellers such additional funds as a result of such reliance.

93. Plaintiffs are informed and believe, and thereon allege, that Tashjian, Whitman, Homestead, Baronian, and Compass conspired and agreed to commit such wrongful acts orally, in writing, and/or implied by their conduct. Defendants, and each of them, agreed with one another and intended that the acts herein alleged to defraud Plaintiffs, and furthered the conspiracy by cooperation with one another, or lent aid and encouragement to one another, or ratified and adopted the acts of each other in the acts alleged herein. Defendants each knew all the details of the scheme, and the identities of all other participants in their conspiracy.

94. At all times mentioned herein, Baronian and Compass's intentional misrepresentations and Defendants' conspiracy to commit such wrongful acts were deceitful, fraudulent, oppressive, and/or malicious. As a result, Plaintiffs seek punitive damages pursuant to California Civil Code § 3294.

WHEREFORE, Plaintiffs pray for judgment against Defendants, and each of them, as hereinafter set forth.

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THIRD CAUSE OF ACTION

Negligent Misrepresentation
(As Tashjian and Homestead)

95. Plaintiffs hereby reallege and incorporate herein by this reference each and every allegation contained in the foregoing paragraphs, inclusive, of this Complaint, as though fully set forth herein.

Misrepresentations by Tashjian and Homestead:

96. On February 4, 2022, Tashjian, individually and as a principal of Homestead, represented to Plaintiffs in writing that the Notice of Default by Iron Oaks was merely due to a maturity date that had passed due to delays from Covid and other issues, and that Sellers were working with Iron Oaks to rewrite that loan or "refinance them out."

97. On or about February 20, 2022, following Plaintiffs having received word from Iron Oaks that their loan to Sellers remained in default, and that the Properties were scheduled for auction at the end of that month, Tashjian represented to Plaintiffs verbally over the telephone that he was "taking care of it."

98. The representations by Tashjian were not true.

99. To the extent Tashjian may have honestly believed such representations were true, he had no reasonable grounds for believing they were true when he made them.

100. Tashjian intended that Plaintiffs rely on such representations.

101. Plaintiffs reasonably relied on Tashjian's representations, were harmed directly as a result of such reliance.

WHEREFORE, Plaintiffs pray for judgment against Tashjian and Homestead, and each of them, as hereinafter set forth.

Misrepresentations by Baronian and Compass:

102. On February 4, 2022, Baronian, individually and as dual agent for buyer and seller through Compass, verbally represented to Plaintiffs in response to their questions regarding Tashjian's request that they pay substantial amounts of the purchase price early as an "investment"

that he had worked with Tashjian for a long time, and that Tashjian had made money for all of his previous investors.

103. On or about January 18, 2022, in response to Plaintiffs' questions regarding the bankruptcy of Dutchints Development LLC and Tashjian's involvement therein, Baronian verbally represented to Plaintiffs that Tashjian was a partner in Dutchints, that Baronian knew exactly what went on there, that the bankruptcy was due to just a small minority of investors, and that it should not deter Plaintiffs from investing according to Tashjian's requests.

104. On or about February 5, 2022, Baronian verbally represented to Plaintiffs he knew Tashjian very well, that he had worked with him for a long time, and that Plaintiffs could trust him.

105. On or about February 20, 2022, Baronian verbally represented to Plaintiffs that they could trust Seller to complete the construction and sale of the Properties to Plaintiffs according to the terms of their respective RPAs as amended.

106. Baronian's representations that Tashjian had made money for all his previous investors, that the Dutchints bankruptcy was only due to a small minority of investors, and that Plaintiffs could trust Tashjian, both in general and to complete the construction and sale of the Properties to Plaintiffs as agreed, were not true.

107. To the extent Baronian may have honestly believed such representations were true, he had no reasonable grounds for believing they were true when he made them.

108. Baronian intended that Plaintiffs rely on such representations.

109. Plaintiffs reasonably relied on Baronian's representations, and were harmed directly as a result of such reliance.

WHEREFORE, Plaintiffs pray for judgment against Baronian and Compass, and each of them, as hereinafter set forth.

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FOURTH CAUSE OF ACTION

Fraud – False Promise
(As to all Defendants)

110. Plaintiffs hereby reallege and incorporate herein by this reference each and every allegation contained in the foregoing paragraphs, inclusive, of this Complaint, as though fully set forth herein.

111. On or about November 25, 2021, Sellers made a promise to complete construction on and to sell the Properties to Plaintiffs.

112. Sellers subsequently further requested multiple early payments and releases of substantial funds from Plaintiffs with the promise of applying them to the purchase prices, and on which Sellers would to apply a 15% to 18% per annum return on the amount of such payments as a discount to the purchase prices.

113. At the time they made these promises to Plaintiffs, Sellers did not actually intend to perform them. Rather, Sellers intended Plaintiffs to rely on such promises in order to induce them to pay them substantial purchase funds in advance of sale, so that they could either attempt to pay off other creditors or otherwise obtain and misappropriate such money without ever completing the promised construction and sale.

114. Plaintiffs reasonably relied on such promises by Sellers and paid an aggregate of $1,744,000 to Sellers pursuant to such reliance.

115. Sellers failed to complete construction and sell the Properties to Plaintiffs as was promised. Sellers further failed to provide Plaintiffs with any percentage return on their "investment" as was promised, and otherwise failed to return to Plaintiffs any of the money they paid to Sellers.

116. Plaintiffs' reliance on Sellers' promises were a substantial factor in causing them harm in the form of paying Sellers $1,744,000, no amount of which has been returned.

117. Plaintiffs are informed and believe, and thereon allege, that Tashjian, Whitman, Homestead, Baronian, and Compass conspired and agreed to commit such wrongful acts orally, in writing, and/or implied by their conduct. Defendants, and each of them, agreed with one another

and intended that the acts herein alleged to defraud Plaintiffs, and furthered the conspiracy by cooperation with one another, or lent aid and encouragement to one another, or ratified and adopted the acts of each other in the acts alleged herein. The Defendants each knew all the details of the scheme, and the identities of all other participants in their conspiracy.

118. At all times mentioned herein, Tashjian and Homestead's false promises and Defendants' conspiracy to commit such wrongful acts were deceitful, fraudulent, oppressive, and/or malicious. As a result, Plaintiffs seek punitive damages pursuant to California Civil Code § 3294.

WHEREFORE, Plaintiffs pray for judgment against Defendants, and each of them, as hereinafter set forth.

FIFTH CAUSE OF ACTION

Fraud - Concealment
(As to all Defendants)

119. Plaintiffs hereby reallege and incorporate herein by this reference each and every allegation contained in the foregoing paragraphs, inclusive, of this Complaint, as though fully set forth herein.

120. As the dual agent for both buyer and seller, Baronian (employed by Compass, broker for buyer and seller) had a fiduciary of utmost care, integrity, honesty, and loyalty to Plaintiffs as buyers.

121. At all times mentioned herein, Baronian failed to disclose facts that were known by him, including, but not limited to:

(a) The fact that numerous individuals and entities that had invested with Tashjian and various entities that he was directly involved with over at least the preceding five years had not received their promised or contractual return on their investments;

(b) The fact that Tashjian and/or entities he either controlled or of which he was a principal had been sued numerous times over at least the preceding five years by numerous different plaintiffs regarding various business dealings on claims, including breach of contract and various allegations of fraud;

(c) The fact that the Notice of Default by Iron Oaks was not being "handled" by Tashjian, and there remained an ongoing significant risk that Iron Oaks would exercise its right to perform a trustee sale of the Properties to a third party; and

(d) That a trustee sale of the Properties had been scheduled and proceeded through completion by or before May 2, 2022.

122. Plaintiffs did not discover the facts described in subparagraphs (c) and (d) above until after the trustee sale had been completed, rendering Plaintiffs unable to obtain the Properties for which they had already been induced by Defendants to advance $1,744,000 of the purchase price to Sellers. Plaintiffs did not discover the facts described in subparagraphs (a) and (b) above until they engaged an attorney to represent them in mediation.

123. Baronian intended to deceive Plaintiffs by concealing such facts in an effort to encourage Plaintiffs to enter into the RPAs despite the risk of loss, and also ensure that they made, and keep making, the early payments of the purchase price as "investments" requested by Tashjian.

124. Had any or all of the facts concealed or omitted by Baronian been disclosed to Plaintiffs, Plaintiffs reasonably would have behaved differently.

125. Baronian's omission and/or concealment of such facts were a substantial factor in the harm suffered by Plaintiffs.

126. Plaintiffs are informed and believe, and thereon allege, that Tashjian, Whitman, Homestead, Baronian, and Compass conspired and agreed to commit such wrongful acts orally, in writing, and/or implied by their conduct. Defendants, and each of them, agreed with one another and intended that the acts herein alleged to defraud Plaintiffs, and furthered the conspiracy by cooperation with one another, or lent aid and encouragement to one another, or ratified and adopted the acts of each other in the acts alleged herein. Defendants each knew all the details of the scheme, and the identities of all other participants in their conspiracy.

127. At all times mentioned herein, Baronian and Compass's concealment and the Defendants' conspiracy to commit such wrongful acts were deceitful, fraudulent, oppressive,

and/or malicious. As a result, Plaintiffs seek punitive damages pursuant to California Civil Code § 3294.

WHEREFORE, Plaintiffs pray for judgment against Defendants, and each of them, as hereinafter set forth.

SIXTH CAUSE OF ACTION

Constructive Fraud
(as to all Defendants)

128. Plaintiffs hereby reallege and incorporate herein by this reference each and every allegation contained in the foregoing paragraphs, inclusive, of this Complaint, as though fully set forth herein.

129. As the dual agent for both buyer and seller, Baronian (employed by Compass, broker for buyer and seller) had a fiduciary of utmost care, integrity, honesty, and loyalty to Plaintiffs as buyers.

130. At all times mentioned herein, Baronian knew or should have known:

(a) The fact that numerous individuals and entities that had invested with Tashjian and various entities that he was directly involved with over at least the preceding five years had not received their promised or contractual return on their investments;

(b) The fact that Tashjian and/or entities he either controlled or of which he was a principal had been sued numerous times over at least the preceding five years by numerous different plaintiffs regarding various business dealings on claims including breach of contract and various allegations of fraud;

(c) The fact that the Notice of Default by Iron Oaks was not being "handled" by Tashjian, and there remained an ongoing significant risk that Iron Oaks would exercise its right to perform a trustee sale of the Properties to a third party;

(d) That a trustee sale of the Properties had been scheduled and proceeded through completion by or before May 2, 2022; and

(e) That Tashjian was generally untrustworthy, that entering into a contract and or investing with him or an entity controlled by him carried a significant risk of loss.

131. Baronian misled Plaintiffs by failing to disclose this information to Plaintiffs.

132. Plaintiffs suffered harm, including, but not limited to, the loss of their aggregate $1,744,000 in payments made to Sellers that have not been returned, and Baronian's failure to disclose such information was a substantial factor in causing that harm.

133. Plaintiffs are informed and believe, and thereon allege, that Tashjian, Whitman, Homestead, Baronian, and Compass conspired and agreed to commit such failure to disclose and concealment orally, in writing, and/or implied by their conduct. Defendants, and each of them, agreed with one another and intended that the acts herein alleged to defraud Plaintiffs, and furthered the conspiracy by cooperation with one another, or lent aid and encouragement to one another, or ratified and adopted the acts of each other in the acts alleged herein. Defendants each knew all the details of the scheme, and the identities of all other participants in their conspiracy.

WHEREFORE, Plaintiffs pray for judgment against Defendants, and each of them, as hereinafter set forth.

SEVENTH CAUSE OF ACTION

Breach of Fiduciary Duty
(as to all Defendants)

134. Plaintiffs hereby reallege and incorporate herein by this reference each and every allegation contained in the foregoing paragraphs, inclusive, of this Complaint, as though fully set forth herein.

135. As the dual agent for both buyer and seller, Baronian (employed by Compass, broker for buyer and seller) had a fiduciary of utmost care, integrity, honesty, and loyalty to Plaintiffs as buyers.

136. By way of his conduct described in this Complaint, including, but not limited to, his intentional and/or negligent misrepresentations, fraudulent concealment and failures to disclose to Plaintiffs material facts, Baronian (a) breached his fiduciary duty of care by failing to act as a reasonably careful real estate agent would have acted under the same or similar circumstances; and (b) breached his duty of loyalty to Plaintiffs by acting adversely to the best interests of Plaintiffs.

137. Plaintiffs suffered harm, including, but not limited to, the loss of their aggregate $1,744,000 in payments made to Sellers that have not been returned, and Baronian's breach of fiduciary duty was a substantial factor in causing that harm.

138. Plaintiffs are informed and believe, and thereon allege, that Tashjian, Whitman, Homestead, Baronian, and Compass conspired and agreed to commit such intentional misrepresentations, concealment, and failure to disclose orally, in writing, and/or implied by their conduct. Defendants, and each of them, agreed with one another and intended that the acts herein alleged to defraud Plaintiffs, and furthered the conspiracy by cooperation with one another, or lent aid and encouragement to one another, or ratified and adopted the acts of each other in the acts alleged herein. Defendants each knew all the details of the scheme, and the identities of all other participants in their conspiracy.

WHEREFORE, Plaintiffs pray for judgment against Defendants, and each of them, as hereinafter set forth.

EIGHTH CAUSE OF ACTION

Negligence
(As to Baronian and Compass)

139. Plaintiffs hereby reallege and incorporate herein by this reference each and every allegation contained in the foregoing paragraphs, inclusive, of this Complaint, as though fully set forth herein.

140. As the dual agent for both buyer and seller, Baronian (employed by Compass, broker for buyer and seller) owed a duty of care to Plaintiffs.

141. By way of his conduct described in this Complaint, including, but not limited to, his negligent misrepresentations and failures to disclose to Plaintiffs material facts, Baronian breached his duty of care to Plaintiffs and was therefore negligent.

142. Plaintiffs suffered harm, including, but not limited to, the loss of their aggregate $1,744,000 in payments made to Sellers that have not been returned, and Baronian's negligence was a substantial factor in causing that harm.

WHEREFORE, Plaintiffs pray for judgment against Baronian, Compass, and each of them, as hereinafter set forth.

VII. PRAYER FOR RELIEF

As against all Defendants, Plaintiffs pray for judgment as follows:

1. For damages in an amount to be determined according to proof a trial;
2. For punitive damages pursuant to Civil Code § 3294;
3. For costs of suit incurred herein, including reasonable attorney's fees; and
4. For such other and further relief as the Court may deem proper.

Dated: November 1, 2022

ROSSI DOMINGUE LLP

By: _____

DEAN C. ROSSI
Attorneys for Plaintiffs
ABHINAV BEZGAM, ALEKHYA GAMPA, SUJITH PERLA and SUPRIYA MOHAN