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11 DR. IMAN SADEGHI

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
13 **COUNTY OF LOS ANGELES—CENTRAL DISTRICT**

14 DR. IMAN SADEGHI, an individual,

15 Plaintiff,

16 v.

17 PINSSCREEN, INC., a Delaware Corporation;  
18 DR. HAO LI, an individual;  
19 YEN-CHUN CHEN, an individual;  
20 LIWEN HU, an individual;  
21 HAN-WEI KUNG, an individual;  
22 and DOES 1-100,

23 Defendants.

Case No.: BC709376

**DR. IMAN SADEGHI'S SUR-REPLY IN SUPPORT  
OF OPPOSITION TO THE DEMURRER OF  
DEFENDANT DR. HAO LI AND DEFENDANT  
PINSSCREEN INC. TO THE FIRST AMENDED  
COMPLAINT**

Dept.: 16  
Hon: Lia Martin  
Complaint Filed: June 11, 2018

**Date: April 11, 2019**  
**Time: 9:00 am**  
**Place: Dept. 16., Stanley Mosk Courthouse**

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**MEMORANDUM OF POINTS AND AUTHORITIES**

**I. JUSTIFICATION FOR THE SUR-REPLY**

This sur-reply identifies 21 sets of *provably false* statements in Li’s and Pinscreen’s reply briefs exposing Defendants’ contentions that their arguments were not addressed by Sadeghi. Defendants have submitted a total of 16 pages over the limit in support of their demurrers and motion to strike.<sup>1</sup> Sadeghi respectfully requests the Court to consider this 7-page sur-reply.

**II. ARGUMENT**

**A. Li’s and Pinscreen’s provably false and inapposite statements.**

**1. 1<sup>st</sup> CoA for Fraudulent Inducement of Contract by Intentional Misrepresentation:**

1. Li’s claim that Sadeghi “does not address and therefore concedes the claim that Dr. Li is an improper defendant for his fraud claims”<sup>2</sup> is false because Sadeghi refuted Li and provided settled law holding that Li is “jointly liable” with Pinscreen and may be “joined as defendants” because Li “personally directed or participated in the tortious conduct.”<sup>3</sup>

2. Pinscreen’s contention that Sadeghi “appears to concede that none of the alleged misrepresentations are plead with specificity,”<sup>4</sup> and that Sadeghi “lazily quotes elements for fraud and cites back to various paragraphs in the FAC, without further comment,”<sup>5</sup> and that Sadeghi “fails to point the Court to any such specificity,”<sup>6</sup> and that Sadeghi “cannot even tell the Court ‘how, when, where, to whom, and by what means’ the fraud was perpetrated”<sup>7</sup> are all false

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<sup>1</sup> Pinscreen’s Demurrer: 19 pages, Pinscreen’s Reply in support of Demurrer: 11 pages, Li’s Reply in support of Demurrer: 8 pages, and Defendants’ Reply in support of Motion to Strike: 8 pages.

<sup>2</sup> Li’s Reply in support of Demurrer 2:5–7

<sup>3</sup> Sadeghi’s Opposition to Li’s Demurrer 7:7–20

<sup>4</sup> Li’s Reply in support of Demurrer 2:23–25

<sup>5</sup> Pinscreen’s Reply in support of Demurrer 2:14–15

<sup>6</sup> Pinscreen’s Reply in support of Demurrer 2:13–15

<sup>7</sup> Pinscreen’s Reply in support of Demurrer 2:17–19

1 because Sadeghi specifically demonstrates how (FAC ¶¶ 305-308), when (FAC ¶¶ 305–306, 308),  
2 where (FAC ¶¶ 305, 308), to whom (FAC ¶¶ 305–306, 308), and [e] by what means (FAC ¶¶ 305,  
3 308) the representations were tendered.<sup>8</sup>

4 3. Defendant’s contentions that Sadeghi “fails to address, and therefore concedes,  
5 the argument that he has failed to meet the element of justifiable reliance”<sup>9</sup> and that Sadeghi “does  
6 not even attempt to rebut the grounds ... that his fraud claim fails because he failed to plead  
7 justifiable reliance”<sup>10</sup> are false. Sadeghi provides the corresponding facts (FAC ¶¶ 302–304, 309,  
8 80–81, 84–85) for the justifiable reliance element<sup>11</sup> and exposes Li’s injections of contrary facts  
9 used to contrive Sadeghi’s “contemporaneous knowledge” of Li’s fraud.<sup>12</sup>

10 4. Defendants contention that Sadeghi has “only alleged wrongful termination  
11 damages in his fraud claim and has not alleged damages arising from the inducement”<sup>13</sup> and that  
12 Sadeghi “failed to plead any cognizable damage,”<sup>14</sup> and that Sadeghi “fails to cite to any language  
13 in the FAC that supports a cognizable damage that is recoverable in fraud,”<sup>15</sup> and that “as it stands  
14 [Sadeghi’s] FAC does not allege any recoverable damages under a fraud theory”<sup>16</sup> are all false  
15 because FAC ¶ 313 states “as a direct, foreseeable, and proximate result of Pinscreen, through Li,  
16 willfully deceiving Sadeghi to cause him to resign from Google and join Pinscreen, Sadeghi has  
17 lost and will continue to lose income and benefits.”

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24 <sup>8</sup> Sadeghi’s Opposition to Li’s Demurrer 10:19–11:15

25 <sup>9</sup> Li’s Reply in Support of Demurrer 2:16–18

26 <sup>10</sup> Pinscreen’s Reply in support of Demurrer 2:6–8

27 <sup>11</sup> Sadeghi’s Opposition to Li’s Demurrer 10:17

28 <sup>12</sup> Sadeghi’s Opposition to Li’s Demurrer 12:3–9

<sup>13</sup> Li’s Reply in support of Demurrer 4:8–9, Pinscreen’s Reply in support of Demurrer 3:6–8

<sup>14</sup> Pinscreen’s Reply in support of Demurrer 3:2–3

<sup>15</sup> Li’s Reply in support of Demurrer 3:22–23

<sup>16</sup> Li’s Reply in support of Demurrer 4:10–11, Pinscreen’s Reply in support of Demurrer 3:12–13

1           **2. 2<sup>nd</sup> CoA for Fraudulent Inducement of Contract by Intentional Concealment:**

2           5.       Li’s contention that Sadeghi’s concealment elements do “not appear in the body  
3 of the second cause of action”<sup>17</sup> is false—also irrelevant in a demurrer—because all elements of  
4 concealment are present in FAC ¶ 318 and all underlying ultimate facts are incorporated by  
5 reference into the body of the CoA in FAC ¶ 315.  
6

7           6.       Pinscreen’s contention that Sadeghi “does not even bother to claim that he has  
8 pled [2<sup>nd</sup>] CoA with specificity”<sup>18</sup> is false because Sadeghi specifically addresses this issue in his  
9 opposition and provides case law holding that “less specificity in pleading fraud is required”  
10 because Li “must necessarily possess full information concerning the facts of the controversy.”<sup>19</sup>  
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12           **3. 3<sup>rd</sup> CoA for Battery:**

13           7.       Pinscreen’s “speaking” demurrer injects new allegations contending that Sadeghi  
14 “was still employed at the time of the battery”<sup>20</sup> and that the “battery took place on Pinscreen’s  
15 premises”<sup>21</sup> are false and, ironically, contradict both Li’s and Pinscreen’s demurrers stating  
16 “[Sadeghi] was attempting to secrete from Pinscreen's premises *following his termination.*”<sup>22</sup> and  
17 that “[Sadeghi] had secreted in his backpack and attempted to remove from Pinscreen's premises  
18 *after being terminated.*”<sup>23</sup> Furthermore, the FAC establishes that “Sadeghi received the  
19 termination letter” (FAC ¶ 259) just before “Li suddenly lost his temper” (FAC ¶ 273) upon which  
20 “Sadeghi decided to leave Pinscreen’s office” (FAC ¶ 275) “and headed towards the elevators.”  
21 (FAC ¶ 279) “After [the group] left the elevator, Sadeghi attempted to leave the building through  
22 the lobby. However, [Defendants] ... surrounded Sadeghi and physically attacked him.” (FAC  
23  
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26 <sup>17</sup> Li’s Reply in support of Demurrer 3:17–18

27 <sup>18</sup> Pinscreen’s Reply in support of Demurrer 2:20–21

28 <sup>19</sup> Sadeghi’s Opposition to Li’s Demurrer 13:26–14:3

<sup>20</sup> Pinscreen’s Reply in support of Demurrer 4:8–9

<sup>21</sup> Pinscreen’s Reply in support of Demurrer 4:3–4

<sup>22</sup> Li’s Demurrer 14:19–21, Pinscreen’s Demurrer 17:22–24

<sup>23</sup> Li’s Demurrer 1:17–19, Pinscreen’s Demurrer 1:17–19

¶ 280) Therefore, the FAC establishes that the battery occurred *after* Sadeghi’s termination and *outside* Pinscreen’s premises.

**4. 4<sup>th</sup> CoA for Violation of Labor Code § 1102.5:**

8. Pinscreen’s contention that “there is no statute cited by [Sadeghi] that prohibits ... ‘academic misconduct’ ... or ‘data fabrication’”<sup>24</sup> and that Sadeghi “failed to cite to a predicate statute for his whistleblower claim”<sup>25</sup> are false because Sadeghi “had reason to believe that Pinscreen’s data fabrication and academic misconduct constituted a fraud on Pinscreen investors violating Code §§ 1572, and 1709 (FAC ¶ 345).”<sup>26</sup>

9. Pinscreen’s claim that Sadeghi “fails to cite a single statute that prohibits ... ‘federal immigration law violations’”<sup>27</sup> is false as FAC ¶ 345 states Sadeghi reasonably believed “that Pinscreen’s employment of foreign workers without proper work visas was in violation of federal immigration laws, including the *Immigration Reform and Control Act of 1986*.”

10. Pinscreen’s contention that Sadeghi “fails to allege any reasonable cause to believe that Pinscreen engaged in any ‘labor law violations’”<sup>28</sup> is false because Sadeghi “had reasonable cause to believe that Li’s refusal to pay overtime compensation was in violation of California labor laws, including Labor Code §§ 510 and 204.” (FAC ¶ 345) Besides, Pinscreen’s labor law violations is reasonably inferable from a list of underlying ultimate facts.<sup>29</sup>

11. Pinscreen’s contention that the defrauded investors are not identified<sup>30</sup> and that “there is absolutely nothing in the FAC” indicating that Pinscreen investors were defrauded<sup>31</sup> are

<sup>24</sup> Pinscreen’s Reply in support of Demurrer 4:14–16

<sup>25</sup> Pinscreen’s Reply in support of Demurrer 4:12–13

<sup>26</sup> Sadeghi’s Opposition to Pinscreen’s Demurrer 8:14–16

<sup>27</sup> Pinscreen’s Reply in support of Demurrer 4:15–17

<sup>28</sup> Pinscreen’s Reply in support of Demurrer 4:16–18

<sup>29</sup> Sadeghi’s Opposition to Li’s Demurrer 13:15–20

<sup>30</sup> Pinscreen’s Reply in support of Demurrer 4:23–24

<sup>31</sup> Pinscreen’s Reply in support of Demurrer 5:8–9

1 false as Sadeghi states that Li misrepresented Pinscreen’s technology in his business  
2 representations including to Softbank Venture Korea (FAC ¶¶ 76, 111, 226–227).

3 **5. 5<sup>th</sup> CoA for Breach of Employment Contract:**

4 12. Pinscreen’s contention that Sadeghi “implicitly concedes that the 5<sup>th</sup> CoA ... do  
5 not set specify a breach”<sup>32</sup> and that Sadeghi fails “to identify the specific terms ... breached”<sup>33</sup>  
6 and that Sadeghi “throws in the towel here”<sup>34</sup> are all false because Sadeghi states that Pinscreen  
7 breached the “covenant of Good faith and fair dealing embedded in every contract.”<sup>35</sup>  
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9 **6. 7<sup>th</sup> CoA for Wrongful Termination in Violation of Public Policy:**

10 13. Pinscreen’s contention that Sadeghi “has pled nothing to suggest that” Pinscreen  
11 “can engage in ‘academic misconduct’ or ‘data fabrication’”<sup>36</sup> is false as Sadeghi provided a  
12 comprehensive list of pleaded ultimate facts from which Pinscreen’s data fabrication, academic  
13 misconduct, and fraud on investors can be reasonably inferred.”<sup>37</sup>  
14

15 14. Pinscreen’s contention that Sadeghi “has pled nothing to suggest that” Pinscreen’s  
16 academic misconduct and data fabrication “implicates a fundamental public policy”<sup>38</sup> is false  
17 because Sadeghi provides settled law holding that Sadeghi’s termination in retaliation for his  
18 objections to Pinscreen’s data fabrication violates public policy tethered to statutes Civil Code §§  
19 1572, and 1709 proscribing theft and fraud.<sup>39</sup>  
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24 <sup>32</sup> Pinscreen’s Reply in support of Demurrer 6:1–2

25 <sup>33</sup> Pinscreen’s Reply in support of Demurrer 6:2–3, 6:12

26 <sup>34</sup> Pinscreen’s Reply in support of Demurrer 6:4

27 <sup>35</sup> Sadeghi’s Opposition to Pinscreen’s Demurrer 9:1–9

28 <sup>36</sup> Pinscreen’s Reply in support of Demurrer 5:21–22

<sup>37</sup> Sadeghi Opposition to Li’s Demurrer 12:25–13:14

<sup>38</sup> Pinscreen’s Reply in support of Demurrer 5:21–24

<sup>39</sup> Sadeghi’s Opposition to Pinscreen’s Demurrer 10:9–18

1           **7. 8th CoA for Intentional Interference with Contract:**

2           15.     Li’s contentions that Sadeghi “cites no authority for” the position that Li acting  
3 ““based on his personal motives’ makes him a ‘stranger to the contract’”<sup>40</sup> is false because  
4 Sadeghi provides settled law holding that “acting for his or her personal benefit” Li “is a stranger  
5 to the relationship between” Sadeghi and Pinscreen and “liable for intentional interference.”<sup>41</sup>  
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7           **8. 10<sup>th</sup> CoA for Negligent Hiring, Supervision or Retention:**

8           16.     Pinscreen contention that the 10<sup>th</sup> CoA concerns Yen-Chun Chen, Liwen Hu and  
9 Han-Wei Kung<sup>42</sup> is false as they are not mentioned in the body of the CoA. (FAC ¶¶ 339–408)

10           **9. 11<sup>th</sup> CoA for Violation of California Labor Code § 2802:**

11           17.     Pinscreen’s contention that the expenses must be “incurred ‘in direct consequence’  
12 of [Sadeghi’s] duties”<sup>43</sup> is false because Pinscreen omits a critical phrase “*the discharge of*” from  
13 the text of the law. Labor Code § 2802 defines the eligible expenses as “all necessary expenditures  
14 or losses incurred by” Sadeghi “in direct consequence of *the discharge of* his or her duties.”<sup>44</sup>  
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16           **10. 12th CoA for Violation of California Labor Code § 203:**

17           18.     Pinscreen’s “speaking” demurrer injects new allegations contending that Sadeghi  
18 “refused to deposit”<sup>45</sup> and “refused to accept”<sup>46</sup> the check.  
19

20           **11. 13<sup>th</sup> CoA for Negligence / Breach of Constructive Bailment:**

21           19.     Defendants contention that “certainly no duty is alleged”<sup>47</sup> is false because the FAC  
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24 <sup>40</sup> Li’s Reply in support of Demurrer 5:13–16

25 <sup>41</sup> Sadeghi’s Opposition to Li’s Demurrer 7:15–20

26 <sup>42</sup> Pinscreen’s Reply in support of Demurrer 8:1–2

27 <sup>43</sup> Pinscreen’s Reply in support of Demurrer 8:22

28 <sup>44</sup> Sadeghi’s Opposition to Pinscreen’s Demurrer 12:2–6

<sup>45</sup> Pinscreen’s Reply in support of Demurrer 8:26–28

<sup>46</sup> Pinscreen’s Reply in support of Demurrer 9:8–9

<sup>47</sup> Li’s Reply in support of Demurrer 6:13–14

¶ 422 states that “as Sadeghi’s employer, Pinscreen owed Sadeghi a duty of due care.” Besides, Sadeghi provided two legal theories for Pinscreen’s duty including the common law duty of care which is evaluated under the Rowland factors.<sup>48</sup>

**12. 14<sup>th</sup> CoA for Invasion of Privacy:**

20. Pinscreen references a new inapposite reference *Willner v. Thornburgh* which concerns the privacy expectation of *federal employees* regarding *required urine drug tests*!<sup>49</sup>

**B. Improper and nonexistent conjunctively stated grounds for uncertainty.**

21. Defendants contention that the grounds for their demurrers “are not ‘conjunctively stated’”<sup>50</sup> and that their “statement of demurrer follows standard pleading practice”<sup>51</sup> are false. Defendants’ grounds *are* conjunctively stated<sup>52</sup> in violation of the *Cal Rule of Court* 3.1320(a).

DATED: April 8, 2019

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By: \_\_\_\_\_  
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<sup>48</sup> Sadeghi’s Opposition to Pinscreen’s Demurrer 13:16–24

<sup>49</sup> Pinscreen’s Reply in support of Demurrer 10:10–12

<sup>50</sup> Pinscreen’s Reply in support of Demurrer 10:23–24, Li’s Reply in support of Demurrer 7:14–15

<sup>51</sup> Pinscreen’s Reply in support of Demurrer 10:26–28

<sup>52</sup> Pinscreen’s Demurrer § DEMURRER TO COMPLAINT, Li’s Demurrer § DEMURRER TO COMPLAINT