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11 IMMIGRANT INVESTMENT CENTER LLC,
12 (a Delaware LLC), MAHNAZ KHAZEN and
13 MICHAEL SHADMAN

14 UNITED STATES DISTRICT COURT

15 NORTHERN DISTRICT OF CALIFORNIA – SAN JOSE DIVISION

16 AVVA LLC, a California Limited Liability
17 Company, and MEHRDAD ELIE, an
18 individual,

19 Plaintiffs,

20 vs.

21 VIMA HARRISON 1 LLC, a California
22 Limited Liability Company; U.S.
23 IMMIGRATION INVESTMENT CENTER
24 LLC, a Delaware Limited Liability Company;
25 USIIC LLP, a Delaware Limited Liability
26 Partnership, USIIC I LP, a Delaware Limited
27 Partnership, MAHNAZ KHAZEN, an
28 individual, MICHAEL SHADMAN, an
individual, and DOES 1 through 50, inclusive,

Defendants.

U.S. IMMIGRANT INVESTMENT CENTER
LLC, a Delaware LLC, and MAHNAZ
KHAZEN,

Cross-Complainants,

vs.

AVVA LLC, a California Limited Liability
Company, and MEHRDAD ELIE, an
individual, and ROES 1 through 25, inclusive,

Cross-Defendants.

Case No. 5:17-cv-00818-BLF

**FIRST AMENDED CROSS-
COMPLAINT FOR DAMAGES AND
INJUNCTIVE RELIEF**

JURY TRIAL DEMANDED

Complaint Filed: June 26, 2015

1 Cross-Complainants U.S. Immigrant Investment Center LLC, a Delaware
2 Limited Liability Company, Mahnaz Khazen and Michael Shadman allege as follows:

3 **PARTIES**

4 1. U.S. Immigrant Investment Center LLC, formerly known as U.S.
5 Immigrant Investment Center LLC, is a Delaware Limited Liability Company and is referred
6 to herein as “USIIC.”

7 2. Cross-complainant Mahnaz Khazen is an individual residing in Santa
8 Clara County, California.

9 3. On information and belief, cross-defendant Mehrdad Elie is an
10 individual residing in San Mateo County, California.

11 4. On information and belief, cross-defendant AVVA LLC is a California
12 Limited Liability Company of which Mehrdad Elie is an officer. It is the plaintiff in this
13 action, and to the extent Elie claims that he was acting on its behalf in the matters at issue in
14 this litigation, bears or shares responsibility for the conduct described below.

15 5. Cross-complainants do not know the true names of cross-defendants
16 sued as Roes 1 through 25. Plaintiffs therefore sue these defendants by such fictitious names.
17 Plaintiffs are informed, believe, and allege, that each fictitious defendant was in some way
18 responsible for, participated in, or contributed to the matters that plaintiff complains of, and
19 has legal responsibility for those matters.

20 6. Defendant Elie is the alter ego of AVVA LLC in that there is such a
21 unity of interest and ownership that the separate personalities of the LLC and the individual
22 do not exist and if the acts of AVVA are treated as those of the LLC alone, an inequitable
23 result will follow.

24 **GENERAL ALLEGATIONS**

25 7. Over the course of several years, USIIC has explored scenarios under
26 which it would invest into, and thereby revive, community banks weakened or distressed by
27 the financial crisis that began in roughly 2008. This process has involved, among other
28

1 things, identifying prospective investments, conducting due diligence, organizing potential
2 investors, and securing regulatory authorization.

3 8. Some of the distressed bank investment opportunities considered by
4 USIIC have involved prospective investment or participation by Mehrdad Elie or AVVA, the
5 company Elie owns and controls. In the course of his discussions with USIIC concerning
6 these opportunities, Elie regularly and repeatedly touted his expertise, experience and
7 credentials in banking operations, and represented himself as qualified and able to participate
8 without restriction or limitation in the ownership and governance of banks into which he and
9 USIIC considered investing.

10 9. Up until 2012, none of the prospective investments materialized. But in
11 2012, USIIC explored in earnest the prospect of investing into Tri-Valley Bank, located in
12 Northern California. Due diligence was conducted in August 2012, and following its
13 conclusion, USIIC confirmed on August 31, 2012, its purchase of 2,285,715 shares of Tri-
14 Valley Bank for \$800,000.

15 10. Shortly before USIIC's purchase was finalized, Mahnaz Khazen
16 brought Tri-Valley Bank to Elie's attention, and inquired into his interest in investment. Elie
17 and Khazen thereafter discussed the prospective terms of participation by Elie. But at the
18 time USIIC purchased roughly 2.3 million shares, the terms of Elie's participation had been
19 neither resolved nor finalized.

20 11. Throughout these discussions, Elie held himself out as experienced and
21 successful in banking matters. He did not disclose instances in which bank regulators had
22 limited or restricted his participation in bank management, governance or control.

23 12. Throughout these discussions, Elie was aware that USIIC had applied
24 for authorization as an EB-5 regional center, and knew that the reputation and record of
25 USIIC's members would be a consideration in the evaluation and approval of the pending
26 EB-5 application.

27 13. Throughout these discussions, Elie harbored an undisclosed plan to
28 exert influence on Tri-Valley Bank's business operations, including by seeking to pressure

1 Tri-Valley Bank into developing a residential mortgage platform that Elie would direct and
2 control.

3 14. On information and belief, sometime prior to 2012, bank regulators
4 imposed restrictions and limitations on Elie's ownership, management, governance or control
5 of banks, arising out of his acts or omissions in some prior banking relationship. The precise
6 nature of these limitations and restrictions, and their genesis, is presently unknown and will
7 be the subject of discovery.

8 15. Ultimately, USIIC and Elie agreed orally on the terms of Elie's
9 participation. Elie would contribute \$400,000 to become a 10% member in USIIC, with
10 Elie's contribution to be drawn out of the refund of a deposit on a prior transaction that had
11 not been consummated. If Elie terminated his relationship with USIIC, he would, upon re-
12 conveyance of his 10% membership interest, be provided half of the Tri-Valley Bank shares
13 that USIIC had purchased in August 2012. In that eventuality, Elie would also bear
14 responsibility for half the due diligence costs incurred by USIIC prior to its purchase of Tri-
15 Valley shares.

16 16. USIIC entered into this agreement without knowledge of the fact that
17 bank regulators had placed limitations and restrictions on Elie's involvement in bank
18 ownership, governance, management or control. Had USIIC known of such information, it
19 would not have entered into the agreement.

20 17. USIIC entered into this agreement without knowledge of the fact that
21 Elie intended to try to influence the direction of Tri-Valley Bank's business, including by
22 pressuring Tri-Valley Bank into developing a residential mortgage platform that he would
23 direct or control. Had USIIC known of such information, it would not have entered into the
24 agreement.

25 18. After reaching the agreement regarding his participation, Elie sought
26 unsuccessfully to pressure the Tri-Valley Bank management to develop a residential
27 mortgage platform.
28

1 19. While serving as Director of International Marketing for USIIC, Elie
2 used certain USIIC funds under his control for his own personal use, and incurred expenses
3 without authorization in excess of \$100,000.

4 20. In 2014, after his previously-concealed efforts to influence Tri-Valley
5 Bank's banking operations had been rebuffed, Elie decided to part ways with USIIC. Elie
6 assured USIIC and its representatives, directly and through his representative, that he would
7 re-convey his ownership interest in USIIC in return for delivery of the Tri-Valley Bank
8 shares, as had been previously agreed.

9 21. Elie then reneged on that agreement, and refused to disclaim or re-
10 convey his USIIC ownership interest, despite USIIC's delivery of half of the Tri-Valley Bank
11 shares that it had purchased. In direct contravention to his prior promises and assurances,
12 Elie has since advanced the argument in this lawsuit that he is entitled to ownership of *both*
13 the Tri-Valley Bank shares *and* a 10% ownership interest in USIIC.

14 **FIRST CAUSE OF ACTION**
15 **(Rescission – Fraud in the Inducement)**
16 **(By USIIC LLC against both cross-defendants)**

17 22. Cross-Complainants reallege and incorporate the previous allegations in
18 this Complaint as if fully set forth here.

19 23. USIIC LLC and Elie entered into an oral agreement with the following
20 terms. In return for his contribution of \$400,000, Elie would become a 10% member of
21 USIIC. If Elie terminated his membership with USIIC, he would, upon re-conveyance of his
22 10% membership interest, be provided half of the Tri-Valley Bank shares that USIIC had
23 purchased in August 2012. In that eventuality, Elie would bear responsibility for half the due
24 diligence costs incurred by USIIC prior to its purchase of Tri-Valley shares.

25 24. Elie, and AVVA as the entity that Elie owned and controlled, had a duty
26 to fully disclose all material facts that were relevant to Elie's membership in USIIC. Such
27 material facts included any limitations or restrictions that had been imposed on Elie by bank
28 regulators on Elie's ownership, management or participation in bank operations. It also

1 included the duty to disclose any plans by Elie to seek to control the direction of Tri-Valley
2 Bank's business, including by pressuring the Bank into developing a residential mortgage
3 platform that Elie hoped to control and direct.

4 25. These duties of disclosure were imposed on Elie and AVVA because:
5 (a) by negotiating to become, and by becoming, a 10% member of USIIC, Elie assumed
6 fiduciary obligations to USIIC and its members, (b) Elie disclosed some facts about his
7 banking experience, touting his expertise and success, giving rise to an obligation to disclose
8 relevant but unfavorable facts, thus making his favorable disclosures deceptive, and (c) the
9 facts that Elie failed to disclose about limitations and restrictions imposed by regulatory
10 agency, and his intention to pressure Tri-Valley into developing a residential mortgage
11 platform that he would direct or control, were facts known only to him which USIIC could
12 not reasonably have discovered.

13 26. In the process of negotiating to become a member of USIIC, Elie
14 represented that he was qualified and able to participate in ownership or governance of
15 distressed banks into which USIIC had invested or would invest, including Tri-Valley Bank.
16 By making these representations, Elie assumed a duty to fully disclose additional facts that
17 qualified the stated facts, including (a) any limitations or restrictions that had been imposed
18 on Elie by bank regulators regarding his ownership, participation or involvement in any
19 banking operations in the past or future, and (b) Elie's plan to direct Tri-Valley's business
20 strategy, including by pressuring the Bank into developing a residential mortgage platform
21 that Elie hoped to control and direct.

22 27. At the time he negotiated to become a member of USIIC, Elie was
23 aware that USIIC had submitted an application to become a regional center under section EB-
24 5, that such application was pending, and that the success of such application depended in
25 significant part on the reputation and perceived trustworthiness of the members of USIIC.
26 Elie further understood that restrictions or limitations placed by bank regulators on any of the
27 LLC members would adversely affect such reputation or perceived trustworthiness, and
28 would impede or delay the EB-5 authorization USIIC was seeking.

1 28. On information and belief, prior to 2012, one or more regulatory
2 agencies placed limitations or restrictions on Elie's participation in banking operations. The
3 nature and scope of these restrictions and limitations will be the subject of discovery. On
4 information and belief, Elie knew of these limitations and restrictions, knew that they were
5 material to his participation in the LLC, and knew that they were material to USIIC's decision
6 on whether to permit him to become a member or engage in business transactions with him.
7 Elie concealed such information from USIIC intentionally or recklessly.

8 29. Unaware of these limitations and restrictions, and unaware of Elie's
9 plans to pressure Tri-Valley Bank to develop a residential mortgage platform, USIIC entered
10 into an agreement to permit Elie to be a 10% member in return for an investment of
11 approximately \$400,000. In so doing, USIIC reasonably relied on the statements made by
12 Elie, and reasonably assumed that he would have disclosed any restrictions or limitations
13 imposed by regulators on his ability to own, manage or participate in the operations of banks,
14 as well as any plans he had with respect to pressuring the bank to develop a residential
15 mortgage platform. Had USIIC and its representatives known of the matters that Elie
16 concealed, they would not have agreed to permit him to become a member.

17 30. As a result, USIIC has suffered and will suffer substantial harm and
18 injury. Upon information and belief, this has included interference with its objective of
19 securing EB-5 regional center status, and with its participation as a shareholder of Tri-Valley
20 Bank. It has forced members of the LLC to share ownership with a member with tainted
21 reputation. And it threatens to limit USIIC's ability to participate in future ventures.

22 31. Cross-Complainants intend service of this cross-complaint to serve as
23 notice of rescission of the contract, and they hereby offer to restore the consideration
24 furnished by Elie under the purported contract, specifically the \$400,000 he paid to become a
25 member of the LLC, and restore all parties to their status prior to the oral agreement. All Tri-
26 Valley shares originally purchased by USIIC would, under such rescission, be restored to
27 USIIC and remain in its possession and control.

28

1 not seek to interfere with, direct or control Tri-Valley Bank's business operations and
2 strategy.

3 37. USIIC reasonably relied on Elie and AVVA's statements and conduct
4 by agreeing to enter into an arrangement whereby, if enforceable, Elie became a 10% member
5 of USIIC. Had it known the true facts, it would not have agreed to enter into this
6 understanding.

7 38. USIIC was harmed as a proximate result of cross-defendants'
8 concealment. Among other things, it agreed to permit Elie to become a 10% partner in
9 USIIC, suffered delays in its EB-5 application process, and suffered the cost of litigation fees
10 and expenses that would have been avoided. The full amount of such damages is in an
11 amount to be proven at trial, but in excess of the jurisdictional limits of this Court.

12 39. In committing the acts alleged above, cross-defendants have acted with
13 malice, oppression and fraud, in conscious disregard of Cross-Complainants' rights, and with
14 the malicious intent of injuring USIIC. USIIC is therefore entitled to punitive damages.

15 **THIRD CAUSE OF ACTION**
16 **(Negligent Misrepresentation)**
17 **(By USIIC against both cross-defendants)**

18 40. Cross-Complainants reallege and incorporate the previous allegations in
19 this Complaint as if fully set forth here.

20 41. By representing that he had expertise in running and managing banking
21 operations and by signifying that he was qualified and entitled to own and participate in the
22 governance of banking operations without limitation, Elie communicated to USIIC half-
23 truths, which without disclosure of additional facts, including the restrictions imposed on Elie
24 by bank regulators, were misleading.

25 42. For the reasons set forth above, Elie and any entity he controlled,
26 including AVVA, had a duty to USIIC and Khazen not to convey such half-truths.

27 43. Such half-truths were made by Elie and AVVA with knowledge that
28 they were misleading unless supplemented with additional facts, or without reasonable
grounds for believing them to be true as stated.

1 belief, it represents an ongoing pattern of conduct engaged in by Cross-Defendants in other
2 contexts, using similar methods and practices, to achieve financial advantage through unfair
3 or fraudulent means.

4 49. As a proximate result of cross-defendants' actions, Cross-Complainants
5 have suffered actual damages, and cross-defendants have been unjustly enriched, all in an
6 amount to be proven at trial, and which shall be trebled by statute.

7 50. Cross-Complainants are entitled to restitution in an amount to be proven
8 at trial, but in excess of the jurisdictional limits of this Court.

9 **FIFTH CAUSE OF ACTION**
10 **(Breach of Contract/Promissory Estoppel)**
11 **(By USIIC against both cross-defendants)**

12 51. Cross-Complainants reallege and incorporate the previous allegations in
13 this Complaint as if fully set forth here.

14 52. In 2012, Elie and USIIC entered into an oral agreement whereby,
15 among other things, Elie would become a member of USIIC, USIIC and its members would
16 accept him as a member, and in the event that Elie ceased to be a member of USIIC, he would
17 re-convey his interest in USIIC and USIIC would provide Elie with half of the Tri-Valley
18 Bank shares it had purchased in 2012.

19 53. In 2014, Elie severed his relationship with USIIC. In his own verbal
20 statements to USIIC's representative Michael Shadman, and in written confirmations by
21 counsel authorized to speak on his behalf, Elie promised to relinquish his ownership interest
22 in USIIC in exchange for USIIC's conveyance of half of the Tri-Valley Bank shares USIIC
23 had purchased in 2012.

24 54. USIIC relied upon Elie's promises by conveying to him the agreed-
25 upon shares in Tri-Valley Bank. By so doing, and through other conduct, USIIC performed
26 all of its obligations to Elie.

27 55. Elie has failed and refused to re-convey his interest in USIIC despite
28 USIIC's demand. Elie has thereby breached the agreement with USIIC.

1 56. As a result of Elie's breach and failure to abide by his promise, USIIC
2 has suffered damages in an amount to be proven at trial, and is entitled to specific
3 performance of Elie's agreement.

4
5 **SIXTH CAUSE OF ACTION**
6 **(Promissory Fraud)**
7 **(By USIIC against both cross-defendants)**

8 57. Cross-Complainants reallege and incorporate the previous allegations in
9 this Complaint as if fully set forth here.

10 58. Each of the promises described in the preceding cause of action were
11 important to the transaction.

12 59. At the time that Elie made each of the promises alleged in the preceding
13 cause of action, he had no intention of performing them.

14 60. At the time that Elie made each of the promises alleged in the preceding
15 cause of action, he intended that Cross-Complainants rely upon them. Cross-complainants
16 did rely on these promises, and such reliance was reasonable.

17 61. Elie did not perform the promises he made.

18 62. As a direct result of Elie's failure to perform the promises, Cross-
19 Complainants suffered harm in an amount to be proven at trial, but in excess of the
20 jurisdictional limits of this Court. Among other things, they agreed to permit Elie to become a
21 10% partner in USIIC, suffered delays in their EB-5 application process, and suffered the cost
22 of litigation fees and expenses that would have been avoided.

23 63. In committing the acts alleged above, Cross-Defendants have acted with
24 malice, oppression and fraud, in conscious disregard of Cross-Complainants' rights, and with
25 the malicious intent of injuring Cross-Complainants. USIIC, Khazen and Shadman are
26 therefore entitled to punitive damages.

27 **SEVENTH CAUSE OF ACTION**
28 **(Declaratory Relief)**

64. Cross- Complainants reallege and incorporate the previous allegations

1 in this Complaint as if fully set forth here.

2 65. An actual controversy has arisen and now exists between USIIC and the
3 Cross-Defendants concerning their respective rights and duties, including (a) with respect to
4 USIIC's rescission of any agreement with Elie or AVVA, and its prayer to restore the parties
5 to their previously existing positions, and (b) in the event that rescission is not ordered, with
6 respect to the Tri-Valley Bank shares claimed by the Cross-Defendants, Elie's 10% interest in
7 USIIC, Elie's refusal to relinquish that interest even upon delivery of the Tri-Valley Bank
8 shares, and Cross-Complainant's contention that the Cross-Defendants have no legal or
9 equitable right to both.

10 66. USIIC desires a judicial determination of the respective rights and
11 duties of USIIC and the Cross-Defendants, including (a) with respect to USIIC's rescission of
12 its oral agreement with Elie, and alternatively (b) with respect to the Tri-Valley Bank shares
13 and interest described in the foregoing paragraph, including but not limited to the ownership
14 of each.

15 67. A judicial declaration is necessary and appropriate at this time under the
16 circumstances in order to allow USIIC to definitively resolve the foregoing rights and duties
17 including ownership interests.

18 68. Financial or other burdens, including business planning, are now being
19 suffered by the foregoing unsettled state of affairs. Accordingly, declaratory relief is
20 warranted and appropriate.

21
22 **EIGHTH CAUSE OF ACTION**
(Breach of Fiduciary Duty)
23 **(By USIIC against both cross-defendants)**

24 69. Cross- Complainants reallege and incorporate the previous allegations
25 in this Complaint as if fully set forth here.

26 70. While a member of USIIC and while serving as Director of
27 International Marketing for USIIC, Elie used USIIC funds under his control for his own
28 personal use. Among other improper expenditures, Elie caused USIIC to pay money to

1 Eliecorp, a company Elie controlled for personal expenses, which included reimbursement of
2 attorney fees for work billed by counsel to Elie personally. This was done without any
3 authorization or approval by USIIC and constituted embezzlement.

4 71. At various times Elie engaged legal counsel for work for his personal
5 benefit which was billed to and paid for by USIIC.

6 72. As Director of International Marketing for USIIC, Elie served as an
7 executive officer of USIIC. As an executive officer of USIIC, Elie owed USIIC fiduciary
8 duties of care and loyalty which he breached by reason of the conduct described above,
9 including specifically the conduct described in the foregoing two paragraphs.

10 73. As a proximate result of Elie's breaches of fiduciary duty, USIIC has
11 been damaged in an amount to be proven at trial.

12 74. The aforementioned acts of Elie were done with malice, fraud and/or
13 oppression. As a result, USIIC is entitled to punitive and exemplary damages in an amount to
14 be determined at trial.

15
16 **NINTH CAUSE OF ACTION**
(Unjust Enrichment)
17 **(By USIIC against both cross-defendants)**

18 75. Cross- Complainants reallege and incorporate the previous allegations
19 in this Complaint as if fully set forth here.

20 76. Elie is indebted to USIIC for amounts improperly taken by him or at his
21 direction from USIIC for his personal benefit and for amounts which he has caused USIIC to
22 incur by reason of the foregoing.

23 77. As a proximate result of Elie's breaches of unjust enrichment, USIIC
24 has suffered damages in an amount to be proven at trial.

25
26 **TENTH CAUSE OF ACTION**
(Conversion/Theft)
27 **(By USIIC against both cross-defendants)**

28 78. Cross- Complainants reallege and incorporate the previous allegations
in this Complaint as if fully set forth here.

1 79. At times herein mentioned, Elie used USIIC's funds for his personal
2 benefit and expenses.

3 80. Elie used the above mentioned funds without USIIC's authorization or
4 approval.

5 81. Elie failed and refused, and continues to fail and refuse, to return funds
6 improperly taken by him or at his direction from USIIC for his personal benefit. By service
7 of this cross-complaint, USIIC demands a return of all USIIC funds improperly used by Elie
8 for his personal benefit.

9 82. The aforementioned acts were willful, wanton, malicious and
10 oppressive, and done in reckless disregard of the rights and interests of USIIC and with the
11 intent to injure USIIC and deprive it of its rights. As a result, USIIC is entitled to an award of
12 punitive and exemplary damages against Elie in an amount to be determined at trial.

13 83. As a proximate result of Elie's conversion, USIIC suffered actual
14 damages in an amount to be determined at trial.

15
16 **ELEVENTH CAUSE OF ACTION**
(Defamation)
(By Khazen against Elie)

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18
19 84. Cross-Complainants reallege and incorporate the previous allegations in
20 this Complaint as if fully set forth here.

21 85. Since severing his relationship with USIIC in the circumstances
22 previously alleged, Elie has made oral statements to at least one other person, other than
23 Khazen, that falsely represent that Khazen has engaged in unethical business and financial
24 conduct. These statements were reasonably understood to refer to Khazen, and were intended
25 to harm her in her occupation, to expose her to contempt, ridicule and shame, and discourage
26 others from dealing with her.

27 86. These included statements that accused Khazen of having engaged in
28 unethical behavior, of having reneged on contractual or fiduciary obligations, of having taken

1 or embezzled funds from others, and having violated the trust of business and personal
2 associates.

3 87. Elie failed to use reasonable care to determine the falsity of these
4 statements, and knew that the statements were false when made.

5 88. These statements caused Khazen to suffer presumed and actual
6 damages, including emotional distress.

7 89. The aforementioned acts were willful, wanton, malicious and
8 oppressive, and done in reckless disregard of the rights and interests of Khazen and with the
9 intent to injure Khazen and deprive her of her rights. As a result, Khazen is entitled to an
10 award of punitive and exemplary damages against Elie in an amount to be determined at trial.

11 WHEREFORE Cross-Complainants pray for judgment and relief as follows:

- 12 1. For a judicial declaration by this Court that any contract with Cross-
13 Defendants has been rescinded, along with an order awarding Cross-
14 Complainants costs associated with such contracts.
 - 15 2. For monetary damages according to proof at trial in an amount in excess of
16 the minimum jurisdiction of this Court;
 - 17 3. In the alternative, for a judicial declaration declaring that the Cross-
18 Defendants and neither individually or collectively are entitled to both the
19 Tri-Valley Bank shares and a 10% ownership interest in USIIC.
 - 20 4. In the alternative, for a judicial determination of the rights of the respective
21 parties to the Tri-Valley Bank shares and to ownership interest in USIIC;
 - 22 5. For restitution, including with respect to the amounts to which Cross-
23 Defendants have been unjustly enriched;
 - 24 6. For punitive and exemplary damages;
 - 25 7. For prejudgment and post-judgment interest;
 - 26 8. For costs of suit and attorney fees as authorized by law; and
 - 27 9. For such other and further relief as may be just and proper.
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JURY TRIAL DEMAND

Cross-complainants demand a jury trial in this action.

Dated: November 16, 2017

ROGERS JOSEPH O'DONNELL

By: 
JOHN G. HELLER

Attorneys for Cross-Complainants U.S.
IMMIGRANT INVESTMENT CENTER
LLC, a Delaware Limited Liability
Company, MAHNAZ KHAZEN and
MICHAEL SHADMAN

PROOF OF SERVICE
[FRCivP 5(b)]

I, Tamora M. Horen, state: My business address is 311 California Street, 10th Floor, San Francisco, CA 94104. I am employed in the City and County of San Francisco where this service occurred.

I hereby certify that on November 16, 2017 I electronically filed the foregoing document with the United States District Court, Northern District of California, by using the CM/ECF system.

FIRST AMENDED CROSS COMPLAINT

I certify that the following parties or their counsel of record are registered as ECF Filers and that they will be served by the CM/ECF system:

COUNSEL FOR PLAINTIFFS

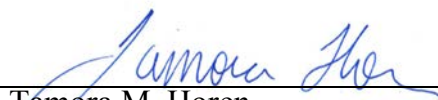
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I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration was executed this date at San Francisco, California.

Dated: November 16, 2017



Tamora M. Horen

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