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DR. IMAN SADEGHI
7

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **COUNTY OF LOS ANGELES—CENTRAL DISTRICT**
10

11 DR. IMAN SADEGHI, an individual,

12 Plaintiff,

13 v.

14 PINSCREEN, INC., a Delaware Corporation;
DR. HAO LI, an individual;
15 YEN-CHUN CHEN, an individual;
LIWEN-HU, an individual;
16 HAN-WEI KUNG, an individual,
and DOES 1-100,

17 Defendants.
18
19
20

Case No.: BC709376

**VERIFIED FOURTH AMENDED
COMPLAINT FOR DAMAGES:**

1. **Fraudulent Inducement of Employment Contract by Intentional Misrepresentation**
2. **Fraudulent Inducement of Employment Contract by Intentional Concealment**
3. **Breach of Employment Contract**
4. **Negligence**
5. **Battery**
6. **Intentional Infliction of Emotional Distress**

DEMAND FOR JURY TRIAL

1 Plaintiff Dr. Iman Sadeghi (“Sadeghi”) alleges the following against defendants
2 Pinscreen, Inc. (“Pinscreen”), Dr. Hao Li (“Li”), Yen-Chun Chen, Liwen Hu (“Hu”), Han-Wei
3 Kung (“Kung”), and Does 1-100 (collectively “defendants”).

4 THE PARTIES

5 1. Sadeghi is an individual who, at all times relevant to the wrongdoings mentioned
6 herein, resided in Marina del Rey, in the County of Los Angeles, in the State of California.
7 Sadeghi holds a doctorate¹ in Computer Science from the University of California, San Diego.
8 In 2008 and 2009, Sadeghi worked at Walt Disney Animation Studios where he developed and
9 patented a novel hair appearance framework used in the production of the animated movie *Tangled*.²



15 In 2010, the Association for Computing Machinery (“ACM”) published the framework³ in its
16 Transaction on Graphics journal, the foremost peer-reviewed journal in Computer Graphics and in
17 Software Engineering. In that same year, Sadeghi presented the framework at ACM’s SIGGRAPH
18 conference, widely recognized as the most reputable conference in computer graphics.
19 In 2011, Sadeghi joined Google as a Software Engineer and worked on several projects involving
20 Robust Software System Architectures, Reliable Scalable Distributed Systems,
21 Deep Convolutional Neural Networks, and Artificial Intelligence (“AI”). Among other accolades,
22 Sadeghi is a co-inventor of five patents filed by Google and has presented his scientific research at
23 SIGGRAPH 2012⁴ and SIGGRAPH 2013⁵. In 2016, after having worked at Google for more than
24 five years, Sadeghi was extensively solicited by Li to join Pinscreen’s leadership over the course
25

26 ¹ <https://dl.acm.org/doi/book/10.5555/2231594>

27 ² <https://www.imdb.com/name/nm4205348>

28 ³ <https://dl.acm.org/doi/10.1145/1778765.1778793>

⁴ <https://dl.acm.org/doi/10.1145/2077341.2077344>

⁵ <https://dl.acm.org/doi/10.1145/2451236.2451240>

1 of more than four months. Sadeghi served as Vice President of Engineering at Pinscreen in the
2 County of Los Angeles in the State of California from February 2, 2017 to August 7, 2017.

3 2. On information and belief, Pinscreen is, and at all times mentioned was,
4 a Delaware corporation with its principal place of business in the County of Los Angeles in the
5 State of California. Pinscreen is a software start-up *aspiring* to autogenerate realistic animated
6 3D face models—called *avatars*—using a single photograph of a person.

7 3. On information and belief, Li is currently a faculty member at Mohamed bin Zayed
8 University of Artificial Intelligence (“MBZUAI”) in Abu Dhabi, United Arab Emirates (“UAE”),
9 and at all times relevant to the wrongdoings mentioned herein was an individual residing in the
10 County of Los Angeles in the State of California and was, and is, the Chief Executive Officer
11 (“CEO”), co-founder, and a board member of Pinscreen. On information and belief, Li received
12 his M.Sc. from Universität Karlsruhe in 2006 and his Ph.D. from Eidgenössische Technische
13 Hochschule Zürich in 2010. On information and belief, Li became an assistant professor in
14 Computer Science at the University of Southern California (“USC”) in 2013; co-founded
15 Pinscreen in 2015; solicited Sadeghi to join Pinscreen’s leadership in 2016; terminated Sadeghi
16 from Pinscreen in 2017; became the subject of scientific misconduct investigations by USC and
17 ACM based on Sadeghi’s allegations in 2018; was found guilty of “intentional misrepresentation”
18 and “research misconduct” by USC in 2020 (“USC Investigation”)⁶; was subsequently forced to
19 leave USC involuntarily in the same year; was found guilty of “data falsification” and scientific
20 misconduct by ACM—consequently being banned from participating in or submitting to ACM
21 SIGGRAPH venues for five years—in 2022 (“ACM Investigation”)⁷; and relocated to Abu Dhabi,
22 UAE to join MBZUAI in the same year.

23 4. On information and belief, Yen-Chun Chen, also known as Frances Chen, was at
24 all times relevant to the wrongdoings mentioned herein an individual residing in the County of Los
25 Angeles in the State of California and was, and is, the Chief Financial Officer (“CFO”), head of
26 human resources (“Head of HR”), co-founder, and a board member of Pinscreen. On information

27 ⁶ <https://sadeghi.com/USC-Investigation>

28 ⁷ <https://sadeghi.com/ACM-Investigation>

1 and belief, Yen-Chun Chen received her MBA from Kingston University, in the County of Los
2 Angeles. On information and belief, Yen-Chun Chen and Li are married as of 2018. On
3 information and belief, Hu was a full-time student at the University of Southern California and
4 employed as an intern at Pinscreen during the summer of 2017. On information and belief, Kung
5 was a full-time student at the University of California, Santa Barbara and employed as an intern at
6 Pinscreen during the summer of 2017. Other Pinscreen affiliates relevant to this complaint
7 include: Stanley Kim (“Kim”), co-founder, and a board member of Pinscreen; Jens Fursund
8 (“Fursund”), Pinscreen’s former Chief Technical Officer (“CTO”); Stephen Chen; Koki Nagano
9 (“Nagano”); Shunsuke Saito (“Saito”); Jaewoo Seo (“Seo”); Carrie Sun (“Sun”); Lingyu Wei
10 (“Wei”), also known as Cosimo Wei; Sitao Xiang (“Xiang”); Jun Xing (“Xing”); Ronald Yu
11 (“Yu”); and Yi Zhou (“Zhou”).

12 5. On information and belief, Does 1-100 participated in the wrongful acts alleged, are
13 liable for those acts, and knew about one or more of the specific acts committed by the defendants.

14 6. On information and belief, in doing the acts alleged, each of the defendants were
15 the agent, principal, employee, or alter ego of one or more of the other defendants and acted with
16 the other defendants’ knowledge, consent, and approval. Each of the defendants is responsible for
17 the liabilities of the other defendants.

18 **JURISDICTION AND VENUE**

19 7. This Court has jurisdiction over the subject matter because, on information and
20 belief, each defendant is either a resident of California, has sufficient minimum contacts in
21 California, or otherwise intentionally avails themselves of the California market. The nature of the
22 claim as well as the amount in controversy, as delineated within this verified complaint, meet the
23 requirements for the unlimited jurisdiction of this Court.

24 8. Venue is proper in this Court because Pinscreen resides, transacts business, and has
25 offices in the County of Los Angeles, and most of the unlawful practices which caused
26 Sadeghi harm as alleged herein occurred in the County of Los Angeles.

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1 **FIRST CAUSE OF ACTION**

2 **Fraudulent Inducement of Employment Contract by Intentional Misrepresentation**

3 **(Against Li and Does 1-100)**

4 9. The allegations contained in each paragraph above are incorporated by reference as
5 if fully set forth herein.

6 10. Defrauding Sadeghi, Pinscreen, through Li on his own behalf and as in his capacity
7 as the CEO of Pinscreen, knowingly misrepresented Pinscreen’s avatar generation capabilities to
8 Sadeghi and concealed from him its avatar fabrication, and scientific misconduct. Justifiably
9 relying on Li’s fraudulent representations, Sadeghi resigned from Google and joined Pinscreen as
10 its Vice President of Engineering, which caused Sadeghi harm.

11 11. After joining Pinscreen under false pretenses, Sadeghi gradually discovered
12 Li’s grotesque scientific and professional misconduct. Among his various transgressions,
13 Li perpetrated a scientific hoax by proclaiming Pinscreen’s avatars to be autogenerated using
14 cutting-edge deep neural networks and artificial intelligence (“AI”). In reality, the avatars were
15 being manually prepared and tweaked by Pinscreen employees and freelance artists.

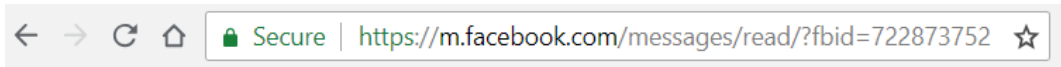
16 12. Li, on behalf of Pinscreen, as its co-founder and Chief Executive Officer (“CEO”),
17 personally directed and participated in a willful deception of Sadeghi by intentional
18 misrepresentation. Li intended to induce Sadeghi to resign from Google and join Pinscreen
19 in order to gain access to Sadeghi’s expertise and experience in digital hair appearance and
20 software engineering.

21 13. Crucial to Sadeghi’s decision to resign from Google and join Pinscreen was
22 Li’s intentional misrepresentation of Pinscreen’s avatar generation capabilities, including
23 Li’s claim on January 22, 2017, that Pinscreen was capable of autogenerating the avatars that
24 Li presented to Sadeghi on that same day.

25 14. On January 22, 2017, while Sadeghi was employed at Google, Li, on behalf of
26 Pinscreen, as its co-founder and CEO, sent Sadeghi, in private Facebook messages, two sets of
27 input images as well as their corresponding supposedly autogenerated output avatars.
28 Sadeghi expressed surprise and asked Li if the avatars’ hair was autogenerated. Li responded

1 to Sadeghi and confirmed, “yes.”

2 15. [January 22, 2017, at 3:43 p.m.] Sadeghi: “Autogenerated hair?” Li: “yes”



5 **Iman Sadeghi**

Omg! So good! This is well done!

6 Pre defined models for eyes and teeth? Autogenerated hair?

7 Jan 22, 2017 ·



9 **Hao Li**

yes

10 16. Li’s claim that the presented avatars and their hair were autogenerated was
11 false and a brazen lie. The presented avatars and their hair were manually prepared and
12 Li intentionally misrepresented them as autogenerated to Sadeghi. In 2021, during Pinscreen’s
13 Person Most Knowledgeable (“PMK”) deposition, Li testified that the hair color of the avatars he
14 presented to Sadeghi on January 22, 2017 was not automatically generated but instead “manually
15 selected”⁸ contradicting his written representations to Sadeghi on that day. Even up to six months
16 after Li’s initial presentations to Sadeghi, Li and Pinscreen repeatedly misrepresented Pinscreen’s
17 avatar generation capabilities in various representations. In 2020, during the USC Investigation,
18 the USC Office of Research and the USC Research Misconduct Committee found that Li
19 misrepresented Pinscreen’s avatar generation capabilities “knowingly and intentionally”⁹,
20 including on April 4, 2017, and August 7, 2017, months after Li’s initial representations to
21 Sadeghi. In 2022, during the ACM Investigation, the ACM Ethics and Plagiarism Committee
22 found Li and other Pinscreen employees guilty of misrepresenting Pinscreen’s avatar generation
23 capabilities and “data falsification”¹⁰, including on May 23, 2017, and August 7, 2017, also
24 months after Li’s initial representation to Sadeghi.

25 17. Justifiably and reasonably relying on Li’s representations, and after months of

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27 ⁸ Pinscreen’s PMK Deposition: Li Volume I, at pp. 27:15–28:9

⁹ <https://sadeghi.com/USC-Investigation> at p. 12 § Investigation Committee Findings

28 ¹⁰ <https://sadeghi.com/ACM-Investigation> at ¶¶ 2–3

1 Li's continuous solicitation of him, Sadeghi accepted an offer to join Pinscreen as its Vice
2 President of Engineering, on January 23, 2017. Sadeghi submitted his resignation letter to Google
3 on January 25, 2017 with a final working day of February 1, 2017. Sadeghi started work
4 at Pinscreen on the next day per Li's request to have Sadeghi on board for a public relations event.

5 18. A strong justification for Sadeghi's reasonable reliance on Li's misrepresentations
6 is that Li, on information and belief, was an assistant professor of computer science at University
7 of Southern California. Li's claims to have automated that which he had merely fabricated means
8 that Li has committed data fabrication and scientific misconduct which, if discovered, could be
9 subject to draconian punishment. When levelled against an academician and scientist, the
10 allegations against Li are grave. The strongest community strictures prohibit scientists from
11 submitting fabricated data; in so doing—violating core ethical commitments of his profession—Li
12 incurred the most serious professional risks. In 2020, during the USC Investigation, the USC
13 Office of Research and the USC Research Misconduct Committee confirmed Sadeghi's claims and
14 concluded its investigation by recommending findings of "Research Misconduct"¹¹ against Li. On
15 information and belief, Li was subsequently forced to leave USC during the same year. In 2022,
16 during the ACM Investigation, the ACM Ethics and Plagiarism Committee found Li and other
17 Pinscreen employees guilty of data falsification and in *severe* violation of its policies. Li and other
18 Pinscreen employees faced various penalties including being banned from participating in and
19 submitting to ACM SIGGRAPH venues for five years.¹²

20 19. Sadeghi did not know that the presented avatars by Li, on January 22, 2017,
21 were manually prepared and that Pinscreen was involved in data fabrication and scientific
22 misconduct before he resigned from Google and joined Pinscreen.

23 20. Sadeghi could not have known that the presented avatars by Li, on January 22,
24 2017, were manually prepared and that Pinscreen was involved in data fabrication and scientific
25 misconduct before he resigned from Google and joined Pinscreen. From the input images as well
26 as their corresponding supposedly autogenerated output avatars that Li sent, Sadeghi would have

27 ¹¹ <https://sadeghi.com/USC-Investigation> at p. 13 § Summary

28 ¹² <https://sadeghi.com/ACM-Investigation> at ¶¶ 4–8

1 been unable to determine that the supposedly autogenerated output avatars had been manually
2 prepared rather than autogenerated.

3 21. Sadeghi would not have resigned from Google and joined Pinscreen if Sadeghi
4 knew about these material facts. Li knew or should have known that Sadeghi would not resign
5 from Google and join Pinscreen if Sadeghi knew about these material facts.

6 22. Li intended to defraud Sadeghi, to induce Sadeghi's reliance, and for Sadeghi
7 to rely on his misrepresentation when Li presented fabricated avatars to Sadeghi.

8 23. Li's misrepresentations were intentional and Li had scienter and contemporaneous
9 knowledge of the falsity of his representations, since he was orchestrating the avatar fabrications
10 himself. Li knew the presented avatars were manually prepared, but he purposely and maliciously
11 misrepresented them to Sadeghi in order to induce him to resign from Google, which caused
12 Sadeghi harm in the form of lost income and benefits from his position at Google.

13 24. These fraudulent misrepresentations were made by Li, on his own behalf and as in
14 his capacity as co-founder and CEO of Pinscreen.

15 25. Sadeghi's justifiable reliance on Li's false representation was a substantial factor in
16 causing Sadeghi harm.

17 26. Sadeghi was damaged by being fraudulently induced to give up his employment at
18 Google by intentional misrepresentation and thus lost income and benefits.

19 27. As a direct, foreseeable, and proximate result of Pinscreen and Li willfully
20 deceiving Sadeghi, by intentional misrepresentation, to resign from Google and join Pinscreen,
21 Sadeghi lost and continues to lose income and benefits he would have earned from Google but for
22 the fraudulent inducement; suffered and continues to suffer severe mental and emotional distress;
23 and required and continues to seek psychotherapy, all to Sadeghi's damage, in an amount to be
24 determined at trial.

25 28. Sadeghi's damages of his lost Google income and benefits started after February 1,
26 2017 when he was fraudulently induced to leave Google and were temporarily *partially*
27 substituted by his Pinscreen income and benefits from February 2, 2017 to August 7, 2017.
28 Sadeghi's average earnings from Google was around \$23,819/month while his average earnings

1 from Pinscreen was around \$15,183/month resulting in damages of around \$8,636/month in lost
2 earnings immediately after leaving Google. Therefore, Sadeghi incurred at least around \$53,543 in
3 monetary damages *before* his wrongful termination as a result of his fraudulent inducement.
4 Sadeghi’s monetary damages of his lost Google income and benefits pertaining to after August 7,
5 2017 are unsubstituted amounting to around \$23,819/month. Therefore, Sadeghi’s total monetary
6 damages of his lost Google income and benefits until August 7, 2023 are at least around
7 \$1,768,511.

8 29. Sadeghi is entitled to punitive and exemplary damages because Li’s brazen deceit,
9 on behalf of Pinscreen, was malicious.

10 30. During his tenure at Pinscreen, Sadeghi significantly improved the quality of
11 Pinscreen’s avatars and the robustness of its infrastructure all the while Li, on behalf of Pinscreen,
12 repeatedly presented *fabricated*—specifically meaning manually prepared and intentionally
13 misrepresented as autogenerated—avatars with fabricated hair shapes and hair colors to investors,
14 the scientific community, and the public in various presentations after Li’s initial fraudulent
15 representation to Sadeghi. Sadeghi’s contributions to Pinscreen’s codebase is documented in
16 Pinscreen’s software code repository. On information and belief, Pinscreen has destroyed the
17 evidence pertaining to Sadeghi’s contributions to Pinscreen’s product and infrastructure that had
18 been stored in Pinscreen’s Google Workspace account. In 2022, in response to a subpoena, Google
19 produced a certificate of absence of business records indicating that Pinscreen deleted all
20 documents, emails, and messages related to Sadeghi’s work account at Pinscreen on the day of
21 Sadeghi’s termination on August 7, 2017 (“Google’s Certificate of No Records”).¹³

22 **SECOND CAUSE OF ACTION**

23 **Fraudulent Inducement of Employment Contract by Intentional Concealment**

24 **(Against Li and Does 1-100)**

25 31. The allegations contained in each paragraph above are incorporated by reference as
26 if fully set forth herein.

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28 ¹³ <https://sadeghi.com/Google-Certificate> at p. 2 § Certificate of Absence of Business Records

1 32. Defrauding Sadeghi, Pinscreen, through Li on his own behalf and as in his capacity
2 as the CEO of Pinscreen, intentionally concealed Pinscreen’s avatar fabrication, fraud on
3 investors, scientific misconduct, public deception, and wage and visa violations from Sadeghi and
4 induced him to resign from Google and join Pinscreen as its Vice President of Engineering, which
5 caused Sadeghi harm.

6 33. Li, on behalf of Pinscreen, as its co-founder and CEO, personally directed and
7 participated in a willful deception of Sadeghi by intentional concealments with the intent to induce
8 Sadeghi to resign from Google and join Pinscreen in order to gain access to Sadeghi’s expertise
9 and experience in digital hair appearance and software engineering.

10 34. Li intentionally concealed from Sadeghi that Pinscreen fabricated avatars in its
11 presentations to Sadeghi, the public, investors, and the scientific community; pressured some of its
12 employees to work overtime hours and, on information and belief, did not pay overtime wages;
13 employed some foreign workers, on information and belief, without proper work visas.

14 35. Specifically, Li intentionally concealed from Sadeghi that the two avatars he
15 presented to Sadeghi, on January 22, 2017, were fabricated and manually prepared.

16 36. Specifically, Li intentionally concealed from Sadeghi that Pinscreen was involved
17 in public deception through presenting fabricated avatars in its public representations. Pinscreen
18 presented fabricated avatars to an audience of thousands at the Los Angeles Convention Center on
19 the stage of SIGGRAPH Real-Time Live (“RTL”) on August 1, 2017. Every single avatar, hair
20 shape, and hair color presented by Pinscreen during its public RTL presentation was fabricated.
21 All avatars were manually prepared and tweaked by Pinscreen employees and misrepresented as
22 autogenerated. Both the USC Investigation in 2020 and the ACM Investigation in 2022
23 independently confirmed Sadeghi’s claims and jointly found that Li and Pinscreen misrepresented
24 Pinscreen’s avatar generation capabilities during the RTL presentation, on August 1, 2017.¹⁴

25 37. Specifically, Li intentionally concealed from Sadeghi that Pinscreen was involved
26 in fraud on investors through its public misrepresentations and presenting fabricated avatars to its

27
28 ¹⁴ <https://retractionwatch.com/2023/01/30/exclusive-deepfake-pioneer-to-lose-two-papers-after-misconduct-finding>

1 prospective investors, including Softbank Venture Korea (“Softbank”). On information and belief,
2 Pinscreen, through Li, presented fabricated avatars to Softbank on or around March 7, 2017. On
3 information and belief, Pinscreen’s presentation of fabricated avatars to Softbank was a
4 contributing factor in Softbank’s investment in Pinscreen. On information and belief, Pinscreen,
5 through Li, defrauded Softbank by presenting Softbank with fabricated avatars. On information
6 and belief, Softbank entered into an investment contract with Pinscreen for around \$2 million.

7 38. Specifically, Li intentionally concealed from Sadeghi that Pinscreen was involved
8 in scientific misconduct through presenting fabricated avatars in its scientific submissions. On
9 information and belief, Pinscreen, under Li’s leadership, had presented fabricated avatars in its
10 scientific submission to SIGGRAPH Technical Papers, on January 16, prior to Sadeghi’s
11 employment and before Li’s initial fraudulent representations to Sadeghi. Pinscreen presented
12 fabricated avatars in its submissions to SIGGRAPH RTL on April 4, 2017 and SIGGRAPH Asia
13 Technical Papers on May 23, 2017. Every single avatar, hair shape, and hair color presented by
14 Pinscreen in its SIGGRAPH RTL and SIGGRAPH Asia submissions was fabricated. All avatars
15 were manually prepared and tweaked by Pinscreen employees and or freelance artists and
16 misrepresented as autogenerated. In 2020, the USC Investigation confirmed Sadeghi’s claims and
17 found that Pinscreen misrepresented its avatar generation capabilities in its submission to
18 SIGGRAPH RTL on April 4, 2017. In 2022, the ACM Investigation confirmed Sadeghi’s claims
19 and found that Pinscreen misrepresented its avatar generation capabilities in its submission to
20 SIGGRAPH Asia on May 23, 2017.

21 39. Specifically, Li intentionally concealed from Sadeghi that Pinscreen was involved
22 in wage violations and failed to pay delinquent overtime wages to some of its employees. Li used
23 deadline pressure to overwork Pinscreen employees and unlawfully refused to pay them overtime.
24 Li repeatedly asked for updates during the nights, weekends, and expected student employees to
25 work on holidays. On information and belief, Nagano and Seo, each worked, on average, around
26 110 hours per week for three consecutive months in May, June, and July of 2017 without
27 receiving overtime wages.

28 40. Specifically, Li intentionally concealed from Sadeghi that Pinscreen was involved

1 in visa violations and employed some foreign workers without proper work visas. On information
2 and belief, Li was ineligible to work at Pinscreen as its CEO and has performed work for the
3 company without proper work visas. On information and belief, Li was not a US Citizen, his
4 permanent residency (i.e. green card) application had been rejected, and he lacked a proper visa to
5 perform any role at Pinscreen. On information and belief, Pinscreen’s CFO, Yen-Chun Chen,
6 performed work for Pinscreen before her work visa’s start date. Yen-Chun Chen admitted in
7 writing to Sadeghi that she did not have a proper work visa to perform work for the company as of
8 February 7, 2017. However, Yen-Chun Chen had performed work for Pinscreen prior to that date,
9 including the paperwork for Sadeghi’s hiring processes. In 2021, during Pinscreen’s PMK
10 depositions, both Li and Yen-Chun Chen testified that during Sadeghi’s employment they each
11 worked at Pinscreen as its Chief Executive Officer (“CEO”), Chief Financial Officer (“CFO”), and
12 Head of HR without pay, without visas, and as “volunteers”.¹⁵ On information and belief, Li
13 pressured other Pinscreen employees to perform work for Pinscreen including without a work
14 visa, before their work visa’s start date or while employed at other companies as summer interns.
15 On information and belief, at least one of Pinscreen’s employees performed work for the company
16 without a proper work visa. On information and belief, at least one of Pinscreen’s employees
17 performed work for the company before their work visa’s start date. On information and belief, at
18 least one of Pinscreen’s employees performed work for Pinscreen while hired as a summer intern
19 at another company.

20 41. Sadeghi did not know about Li’s concealments before resigning from Google and
21 joining Pinscreen.

22 42. Sadeghi would not have resigned from Google and joined Pinscreen if Li had not
23 concealed these material facts from Sadeghi. Li knew or should have known that Sadeghi would
24 not resign from Google and join Pinscreen if these material facts were known to Sadeghi.

25 43. Li, on behalf of Pinscreen, had a duty to disclose Pinscreen’s transgressions to
26 Sadeghi. Li’s duty to disclose arises from the relationship between Pinscreen, as an employer, and

27 _____
28 ¹⁵ Pinscreen’s PMK Deposition: Li Volume I, at pp. 134:13–136:7 and Yen-Chun Chen at pp. 80:8–81:6

1 Sadeghi, as a prospective employee, entering into an employment contract. Because Li had
2 exclusive knowledge of Pinscreen's transgressions and knew that Sadeghi would not know about
3 them before resigning from Google and joining Pinscreen, Li owed Sadeghi a duty to disclose.

4 44. Not only did Li breach his duty to disclose, but Li also actively concealed
5 Pinscreen's avatar fabrication and other transgressions from Sadeghi.

6 45. Without knowing about Pinscreen's avatar fabrication and other transgressions, and
7 after four months of Li's continuous solicitation of him, Sadeghi accepted an offer to join
8 Pinscreen as its Vice President of Engineering, on January 23, 2017. Sadeghi submitted his
9 resignation letter to Google on January 25, 2017 with a final working day of February 1, 2017.
10 Sadeghi started work at Pinscreen on the next day per Li's request to have Sadeghi on board for a
11 public relations event.

12 46. Li intended to defraud Sadeghi when he concealed Pinscreen's avatar fabrication,
13 fraud, and other transgressions from Sadeghi.

14 47. Li's concealments were intentional and Li had scienter when he concealed
15 Pinscreen's transgressions from Sadeghi since Li had an active role in all of them. Li knew that
16 the presented avatars, on January 22, 2017, were manually prepared and that Pinscreen was
17 involved in data fabrication, fraud, and other transgressions but purposely and maliciously
18 concealed these material facts from Sadeghi in order to induce him to resign from Google, which
19 caused Sadeghi harm in the form of lost income and benefits from his position at Google.

20 48. Li's concealments from Sadeghi were a substantial factor in causing Sadeghi harm.

21 49. These fraudulent concealments were done by Li, on his own behalf and as in his
22 capacity as co-founder and CEO of Pinscreen.

23 50. Sadeghi was damaged by being fraudulently induced to give up his employment at
24 Google by intentional concealment and thus lost income and benefits he had been earning at
25 Google.

26 51. As a direct, foreseeable, and proximate result of Pinscreen, through Li, willfully
27 deceiving Sadeghi, by intentional concealment, to resign from Google and join Pinscreen, Sadeghi
28 lost and continues to lose income and benefits; suffered and continues to suffer severe mental and

1 emotional distress; and required and continues to seek psychotherapy, all to Sadeghi's damage, in
2 an amount to be determined at trial.

3 52. Sadeghi's damages of his lost Google income and benefits started after February 1,
4 2017 when he was fraudulently induced to leave Google and were temporarily *partially*
5 substituted by his Pinscreen income and benefits from February 2, 2017 to August 7, 2017.
6 Sadeghi's average earnings from Google was around \$23,819/month while his average
7 earnings from Pinscreen was around \$15,183/month resulting in damages of around
8 \$8,636/month in lost earnings immediately after leaving Google. Therefore, Sadeghi
9 incurred at least around \$53,543 in monetary damages *before* his wrongful termination as a
10 result of his fraudulent inducement. Sadeghi's monetary damages of his lost Google income
11 and benefits pertaining to after August 7, 2017 are unsubstituted amounting to around
12 \$23,819/month. Therefore, Sadeghi's total monetary damages of his lost Google income and
13 benefits until August 7, 2023 are at least around \$1,768,511.

14 53. Sadeghi is entitled to punitive and exemplary damages because Li's concealments,
15 on behalf of Pinscreen, were part of a pattern of brazen deceit and therefore malicious.

16 54. After joining Pinscreen under false pretenses, Sadeghi discovered that Li, although
17 an assistant professor, was a self-proclaimed cheater who was involved in data fabrication and
18 scientific misconduct. Li blatantly discussed and referred to Pinscreen's avatar fabrication in
19 group messages as "faking," "cheating," "shitty cheating," and "doing it manually." For example,
20 on May 22, 2017, Li mandated data fabrication and stated that he did not think Pinscreen was able
21 to autogenerate the avatars, when he wrote, in Pinscreen Team All, "if in an hour it's not working,
22 let's do it manually and give up on it. I don't think we can make it automatic."
23 Li mandated *cheating* in group messages including on March 27, 2017, writing, "we probably
24 have no choice but to cheat" and on June 29, 2017 writing, "we have to [*sic*] some shitty cheating
25 again." Li has publicly admitted¹⁶ to the authenticity of these statements and to his use of the
26 word "cheating." Pinscreen has produced the messages containing Li's statements in discovery.

27
28 ¹⁶ <https://www.uscannenbergmedia.com/2018/10/30/viterbi-professor-embattled-in-lawsuit-with-his-former-employee>

1 of Pinscreen, wrongfully terminated Sadeghi in retaliation for his objections to Li's and
2 Pinscreen's avatar fabrication, fraud on investors, wage and visa violations, and other
3 transgressions. Since Sadeghi had reasonable cause to believe that Li's and Pinscreen's
4 transgressions constituted violations of California and federal laws, Sadeghi's objections to these
5 activities were whistleblowing activities.

6 59. Sadeghi entered into a written employment contract with Pinscreen on January 23,
7 2017, which is signed by both Li and Sadeghi.

8 60. On information and belief, Pinscreen, under Li's leadership, had presented
9 fabricated avatars in its submission to SIGGRAPH Technical Papers, on January 16, prior to
10 Sadeghi's employment—and before Li's initial fraudulent representations to Sadeghi.

11 61. On information and belief, Pinscreen, through Li, presented fabricated avatars to its
12 prospective investor, Softbank, on or around March 7, 2017. On information and belief,
13 Pinscreen's presentation of fabricated avatars to Softbank was a contributing factor in Softbank's
14 investment in Pinscreen. On information and belief, Pinscreen, through Li, defrauded Softbank
15 by presenting Softbank with fabricated avatars. On information and belief, Softbank entered into
16 an investment contract with Pinscreen for around \$2 million. In Pinscreen Team All, on June 17,
17 2017, when the investment agreement between Pinscreen and Softbank was about to be finalized,
18 Li wrote, "Pinscreen just fucked Softbank."

19 62. On April 4, 2017, Pinscreen submitted fabricated avatars to SIGGRAPH RTL. On
20 information and belief, Li commissioned a Germany-based freelance artist, named Leszek, to
21 manually prepare the hair shapes for avatars presented in the submission—costing Li hundreds of
22 Euros. Pinscreen's technology was and, on information and belief, still is incapable of
23 autogenerating hair shapes with intricacies demonstrated in Leszek's handmade hair shape for Haley
24 Dunphy's avatar in the submission. Every single avatar and hair shape presented by Pinscreen in its
25 SIGGRAPH RTL submission was fabricated. All avatars were manually prepared and tweaked by
26 Pinscreen employees and or freelance artists. Pinscreen's submission to SIGGRAPH 2017 Real-
27 Time Live ("RTL") titled "Pinscreen: Creating Performance-Driven Avatars in Seconds"; co-
28 authored by Li, Saito, Wei, Sadeghi, Hu, Seo, Nagano, Fursund, Yen-Chun Chen, and Stephen

1 Chen; and published in the ACM Digital Library¹⁷ contains fabricated avatars. In 2020, during the
2 USC Investigation, the USC Office of Research and the USC Research Misconduct Committee
3 confirmed Sadeghi’s claims and found that Li misrepresented Pinscreen’s avatar generation
4 capabilities “knowingly and intentionally”¹⁸ including in the submission to RTL on April 4, 2017.

5 63. On May 23, 2017, Pinscreen submitted fabricated avatars, fabricated hair shapes,
6 fabricated hair colors, and fabricated eye colors to SIGGRAPH Asia Technical Papers. Every
7 single avatar and hair shape presented by Pinscreen in its SIGGRAPH Asia submission was
8 fabricated. All avatars were manually prepared and tweaked by Pinscreen employees and or
9 freelance artists. On information and belief, Pinscreen’s submission contained fabricated hair
10 shapes by Leszek, fabricated hair colors by Fursund, fabricated eye colors by Nagano, fabricated
11 hair segmentations by Hu, and fabricated focal lengths by Saito. Pinscreen’s SIGGRAPH Asia
12 2017 Technical Papers publication titled “Avatar Digitization from a Single Image for Real-Time
13 Rendering”; co-authored by Hu, Saito, Wei, Nagano, Seo, Fursund, Sadeghi, Sun, Yen-Chun
14 Chen, and Li; and published in the ACM Digital Library¹⁹ contains fabricated avatars. In 2022,
15 during the ACM Investigation, the ACM Ethics and Plagiarism Committee confirmed Sadeghi’s
16 claims and found Li and other Pinscreen employees guilty of misrepresenting Pinscreen’s avatar
17 generation capabilities and “data falsification”²⁰ including in the submission to SIGGRAPH Asia
18 on May 23, 2017.

19 64. On August 1, 2017, during its demo at SIGGRAPH RTL at the Los Angeles
20 Convention Center, Pinscreen, under Li’s leadership, orchestrated an elaborate public deception in
21 front of thousands of attendees, as well as online viewers around the world. During the demo,
22 Pinscreen led the audience to believe that an avatar of Sadeghi was being generated for the very
23 first time—in front of their eyes—in around 5 seconds. In reality, Sadeghi’s avatar was pre-built
24 for the demo and required hours of human labor. Every single avatar and hair shape presented by
25 Pinscreen during its RTL demo was fabricated. All avatars were manually prepared and tweaked

26 ¹⁷ <https://dl.acm.org/doi/10.1145/3098333.3107546>

27 ¹⁸ <https://sadeghi.com/USC-Investigation> at p. 12 § Investigation Committee Findings

28 ¹⁹ <https://dl.acm.org/doi/10.1145/3130800.31310887>

²⁰ <https://sadeghi.com/ACM-Investigation> at ¶¶ 2–3

1 by Pinscreen employees, including Sun. Pinscreen’s public demo at SIGGRAPH 2017 Real-Time
2 Live (“RTL”) titled “Pinscreen: Creating Performance-Driven Avatars in Seconds”; co-presented
3 by Li, Sadeghi, Nagano, Seo, and Sun; and published in the ACM Digital Library²¹ and ACM
4 SIGGRAPH YouTube channel²² contains fabricated avatars. Both the USC Investigation in 2020
5 and the ACM Investigation in 2022 independently confirmed Sadeghi’s claims and jointly found
6 that Li and Pinscreen misrepresented Pinscreen’s avatar generation capabilities during Pinscreen’s
7 public demo at RTL, on August 1, 2017. Their conduct was deemed to constitute data falsification,
8 intentional misrepresentation and research misconduct.

9 65. Submitting fabricated data in scientific representations is universally condemned by
10 established scientific code of ethics as scientific misconduct. Fabrication and Falsification are
11 classified as Research Misconduct, and instances of Scientific Misconduct, by the University of
12 Southern California’s official policies²³ and are in violation of ACM Code of Ethics &
13 Professional Conduct²⁴ as well as ACM Publications Policies²⁵. Both the USC Investigation in
14 2020 and the ACM Investigation in 2022 independently confirmed Sadeghi’s claims and jointly
15 found Li and Pinscreen in violation of the abovementioned policies.

16 66. Pinscreen’s avatar fabrication was a deception of the public, violation of the
17 universally established scientific code of ethics, and a betrayal to scientists. Among those deceived
18 by Pinscreen’s publications and public demonstrations, were its actual, potential, and prospective
19 investors. Pinscreen’s avatar fabrication resulted in publications, demonstrations, and favorable
20 news articles, which, on information and belief, gave Pinscreen an advantage in the competitive
21 market by attracting millions of investor dollars to the company. Li wrote on November 8, 2016
22 and December 26, 2016 that Pinscreen’s valuation was \$30 million. During a phone conversation
23 on February 21, 2017, Pinscreen informed Sadeghi that the company’s valuation was \$57.5
24 million. Li stated on June 17, 2017 that after the investment agreement with Softbank, Pinscreen’s

25
26 ²¹ <https://dl.acm.org/action/downloadSupplement?doi=10.1145%2F3098333.3107546&file=realtime-0027.mp4>

²² https://www.youtube.com/watch?v=hpuEdXn_M0Q&t=31m6s

²³ <https://policy.usc.edu/research-and-scholarship-misconduct>

²⁴ <https://www.acm.org/code-of-ethics>

²⁵ <https://www.acm.org/publications/policies>

1 valuation had increased to more than \$100 million.

2 67. Sadeghi had reasonable cause to believe that Pinscreen’s representation of
3 fabricated avatars to the public, to its investors, and in its publications constituted a fraud on
4 investors and a deception of the public, in violation of California law, including but not limited to
5 Business & Professional Code § 17200, California Corporations Code § 25401, California Civil
6 Code §§ 1572, 1709, and 1710.

7 68. Sadeghi also discovered that Pinscreen, through Li, pressured some of its
8 employees into working overtime hours but, on information and belief, did not pay them overtime
9 wages. On information and belief, Nagano and Seo, each worked, on average, around 110 hours
10 per week for three consecutive months in May, June, and July of 2017 without receiving overtime
11 wages. Sadeghi discovered that Pinscreen, employed some foreign workers, on information and
12 belief, without proper work visas. On information and belief, Li and Yen-Chun Chen, performed
13 work for Pinscreen without proper work visas. In 2021, during Pinscreen’s PMK depositions, both
14 Li and Yen-Chun Chen testified that during Sadeghi’s employment they each worked at Pinscreen,
15 as its CEO, CFO, and Head of HR, without pay, without visas, and as “volunteers”.²⁶

16 69. Sadeghi had reasonable cause to believe that Pinscreen’s failure to pay overtime
17 wages was in violation of California labor laws, including but not limited to Labor Code §§ 510
18 and 204. Sadeghi had reasonable cause to believe that Pinscreen’s employment of foreign workers
19 without proper work visas was in violation of federal immigration laws, including the Immigration
20 Reform and Control Act of 1986 and the Illegal Immigration Reform and Immigrant
21 Responsibility Act of 1996, including but not limited to 8 U.S.C. § 1324a.

22 70. Sadeghi objected to Li regarding Li’s and Pinscreen’s avatar fabrication including
23 on March 9, 2017, May 23, 2017, July 22, 2017, and August 7, 2017; fraud on investors including
24 on July 22, 2017, and August 7, 2017; scientific misconduct including on March 9, 2017, May 23,
25 2017, July 22, 2017, and August 7, 2017; public deception including on July 22, 2017, and
26 August 7, 2017; failure to pay overtime wages including on June 28, 2017, and August 7, 2017;

27 _____
28 ²⁶ Pinscreen’s PMK Deposition: Li Volume I, at pp. 134:13–136:7 and Yen-Chun Chen at pp. 80:8–81:6

1 and employment of foreign workers without proper work visas including on March 9, 2017, and
2 June 28, 2017. Pinscreen and Li's violations were not publicly known outside of Pinscreen and
3 were not part of any policies or formal documents that were accessible by external entities such as
4 ACM, USC, government or law enforcement agencies. Even internally at Pinscreen not all facts
5 related to the violations were widely known. On information and belief, communications related
6 to Pinscreen's misrepresentations to the prospective investor Softbank on March 7, 2017 were
7 limited to a small group of employees including when Li asked Hu on March 6, 2017 to manually
8 pick the best possible hair; when Sadeghi asked Li to confirm his suspicion that Li intended to
9 publicly misrepresent Pinscreen's technology on July 22, 2017, Li confirmed his intentions in a
10 private meeting; the fact that Pinscreen's overworked employees were not exempt was not widely
11 known; the fact that Yen-Chun Chen performed work for Pinscreen before her visa's start date
12 was disclosed to Sadeghi in private messages; and Li's and Yen-Chun Chen's alleged "volunteer"
13 work without visas was not widely known within the company.

14 71. On March 9, 2017, Sadeghi objected to Pinscreen's avatar fabrication, scientific
15 misconduct and visa violations. On that day, when Sadeghi questioned Li about Pinscreen's avatar
16 fabrication and scientific misconduct in its submission to SIGGRAPH Technical Papers on
17 January 16, 2017, prior to Sadeghi's employment, Li claimed that they were "not important"
18 because the submissions were "not public." Li stated that Pinscreen had been practicing the
19 strategy of "Fake it 'til you make it" and declared that "it has been working great." Li claimed that
20 should Pinscreen's fabricated submissions be accepted, Pinscreen would have sufficient time to
21 actually develop the claims before publication. Li claimed that it was crucial to the success of
22 Pinscreen to get into these conferences for industry exposure. Li stated that scientific publications
23 and technical presentations would result in media coverage by technology news outlets, such as
24 TechCrunch, and will substantially "increase the valuation of the company." On the same day,
25 Sadeghi raised concerns about Pinscreen's employment of employees without proper visas and
26 requested that Li consult Pinscreen's counsel to ensure Pinscreen's compliance. In response, Li
27 stated that he is "pretty sure that it's OK" and that he will "double check with the lawyers."

28 72. On May 23, 2017, Sadeghi confronted Li regarding the avatar fabrication and

1 scientific misconduct committed in Pinscreen’s SIGGRAPH Asia 2017 Technical Papers
2 submission due on that same day. Li stated that he wanted “Pinscreen to be the first” in research
3 and the industry. Li claimed that by the time of the conference, in November of 2017, Pinscreen
4 would have had a public product launch and would have achieved Li’s embellished claims in the
5 submission. Sadeghi asked Li, “what if for unforeseeable reasons we don’t have everything by
6 then?” In response, Li promised Sadeghi that Pinscreen’s data fabrication would be limited to
7 nonpublic representations and never shown in public.

8 73. On June 28, 2017, Sadeghi objected to Pinscreen’s wage and visa violations. On
9 that day, Sadeghi told Li that some of Pinscreen’s non-exempt employees were working an
10 excessive amount of overtime and should be properly compensated. Li dismissed Sadeghi’s
11 proposal, telling him that “the students are used to working this many hours” and that “the
12 employees are salary based and are being paid enough already.” On the same day, Sadeghi
13 confronted Li about Pinscreen’s employment of foreign employees without proper work visas
14 again and followed up to inquire about the response from company's counsel. Li refused to give a
15 response from Pinscreen’s counsel and told Sadeghi “You do not need to worry about these issues.
16 Let me handle them.” On the same day, Sadeghi indicated to Li that if Pinscreen’s violations are
17 not corrected internally, Sadeghi would disclose the violations externally including to government
18 and law enforcement agencies. Sadeghi threatened Li and told him that “I prefer to resolve the
19 issues internally and not have to take it outside the company.” In response, Li assured Sadeghi
20 there was no reason to go outside Pinscreen.

21 74. On July 22, 2017, Sadeghi met with Li who disclosed his plan to fabricate the
22 webcam avatar generation during Pinscreen’s public demo at SIGGRAPH RTL on August 1, 2017
23 by misrepresenting pre-cached manually prepared avatars as brand-new, autogenerated, and real-
24 time. Sadeghi confronted Li and stated that Pinscreen should be truthful to the public and
25 scientific community, that Li’s data fabrication could be considered “investment fraud.” Li
26 expressed concerns that Pinscreen’s actual automatic hair shape estimation could have poor
27 quality and claimed that Pinscreen “didn’t have any other choice at that point,” that the decision
28 was made last week, that it was “final,” and that Sadeghi must follow the plan and focus on

1 finalizing the RTL demo. During the same meeting, Sadeghi threatened Li by informing him that
2 if the issues are not resolved internally, Sadeghi would inform ACM and USC and “escalate
3 higher up until the issues are resolved.” Sadeghi indicated to Li that if the issues remained
4 unresolved, Sadeghi would disclose the violations to government and law enforcement agencies.
5 On information and belief, Li understood this threat and believed that Sadeghi might disclose Li’s
6 and Pinscreen’s violations to a government or law enforcement agency. Subsequently, Sadeghi
7 asked Li to promise that moving forward, Pinscreen would stay truthful and avoid fabricating its
8 results. Li dismissed Sadeghi’s request and suggested to talk about Sadeghi’s objections after
9 Pinscreen’s SIGGRAPH RTL demo.

10 75. When confronted by Sadeghi regarding Li’s and Pinscreen’s avatar fabrication, on
11 May 23, 2017, Li contended that Pinscreen would be able to achieve Li’s inflated claims in time
12 for subsequent publications, which Li considered to be crucial for Pinscreen’s industry exposure
13 and success. On that same day, Li promised Sadeghi that Pinscreen would never fabricate its
14 avatars in public representations and stated, “We won’t present something we don’t have.”

15 76. Li broke this promise, on August 1, 2017, when Pinscreen, under Li’s leadership,
16 orchestrated an elaborate deception of an audience of thousands on the stage of SIGGRAPH
17 Real-Time Live (“RTL”).

18 77. On Sunday, August 6, 2017, shortly after the SIGGRAPH conference, Sadeghi
19 requested to have a meeting to reiterate his concerns and objections to Li’s and Pinscreen’s avatar
20 fabrication, fraud on investors, public deception, and delinquent overtime wages. Sadeghi wrote in
21 an email to Li and Yen-Chun Chen, “I would like to have a 1:1 meeting to talk about multiple
22 important topics.” Li agreed to have the meeting the next day. On information and belief, Li knew
23 that Sadeghi intended to object to Pinscreen’s public deception, fraud on investors, and scientific
24 misconduct during the scheduled meeting for the next day because on July 22, 2017 Li had
25 suggested to address Sadeghi’s objections regarding these issues after the RTL demo.

26 78. On August 7, 2017, during Sadeghi’s first working hour after Pinscreen’s public
27 deception at SIGGRAPH RTL demo, Sadeghi met with Li and Yen-Chun Chen and reiterated his
28 concerns about Li’s and Pinscreen’s data fabrication and past due overtime payments. Sadeghi

1 stated his objections regarding Li refusing to properly compensate Pinscreen’s employees for
2 overtime hours; Pinscreen “lying to thousands of people” during its RTL demo; Li putting
3 “everyone’s academic reputation” at risk; and Li endangering Pinscreen’s investor relations due to
4 the data fabrication. In Sadeghi’s meeting notes, titled “Pinscreen Concerns,” (“Sadeghi’s Written
5 Objections Document”)²⁷ time-stamped by Google servers prior to the meeting, Sadeghi
6 referenced Pinscreen’s data fabrication during the SIGGRAPH RTL 2017 demo and the
7 SIGGRAPH Asia 2017 Technical Papers submission. Sadeghi stated that Pinscreen “can be
8 accused of illegal crime.” Sadeghi’s notes included that “these decisions to promise things we
9 don’t even have is coming from you [Li] and only you.” Sadeghi’s meeting notes also contain a
10 subsection regarding “overtime pay” with examples of Pinscreen employees who, on information
11 and belief, had worked around 110 hours per week for three consecutive months, and did not
12 receive overtime compensation from the company. The Google Drive metadata confirms that
13 Sadeghi’s Written Objections Document was created on July 30, 2017 at 3:47 p.m. and edited
14 periodically at least 43 times, until August 7, 2017 at 11:39 a.m. and never since. Since Sadeghi’s
15 work computers were all synchronized through Google Chrome Synch, each access to this
16 document would be captured in the Chrome history database on all synched computers. The
17 Chrome history of Sadeghi’s work laptop is consistent with the Google Drive edit histories and
18 additionally shows that the document was indeed viewed during the termination meeting on
19 August 7, 2017 at 1:27 p.m. However, the Chrome history of Sadeghi’s work desktop indicates
20 missing entries when Sadeghi’s Written Objections Document was created. Other browsing
21 histories (unrelated to this document) before and after the creation time appear in the browsing
22 history of both Sadeghi’s work laptop and desktop which implies that Chrome Synch was
23 properly functioning. Based on this information, Sadeghi believes that Pinscreen tampered with
24 and deleted the browsing history entries related to his Sadeghi’s Written Objections Document in
25 order to hide the fact that it had access to this document as early as July 30, 2017. On information
26 and belief, Li knew that Sadeghi intended to object to Pinscreen’s public deception, fraud on

27
28 ²⁷ <https://docs.google.com/document/d/1nMbjsvS454HFt0vkyMz5NTiqb2IMVXNodImBksahvKw>

1 investors, and scientific misconduct during the August 7, 2017 meeting because Li had accessed
2 Sadeghi's Written Objections Document before the meeting.

3 79. Because Sadeghi had reasonable cause to believe that Li's and Pinscreen's avatar
4 fabrication, fraud on investors, and other transgressions constituted violations of California and
5 federal laws, Sadeghi's objections to these deceptive and unlawful activities were
6 whistleblowing activities.

7 80. In a meeting during Sadeghi's first working hour after Pinscreen's public deception
8 at SIGGRAPH RTL, and immediately following Sadeghi's objections, Pinscreen terminated
9 Sadeghi on August 7, 2017.

10 81. On August 7, 2017, in breach of Sadeghi's employment contract including through
11 the breach of the covenant of good faith and fair dealing, and in retaliation for Sadeghi's
12 whistleblowing and objections to Li regarding Pinscreen's various transgressions—including its
13 public deception at SIGGRAPH RTL—Pinscreen terminated Sadeghi within his first working
14 hour after Pinscreen's deceptive RTL demo, during the very same meeting that Sadeghi had
15 requested to again object to Li's and Pinscreen's deceptive and unlawful practices. The
16 termination immediately followed Sadeghi's objections outlined in Sadeghi's Written Objections
17 Document which was accessible to Pinscreen as early as July 30, 2017.

18 82. Sadeghi's objections to Li regarding Pinscreen's fraudulent activities and Sadeghi's
19 termination were causally connected as Li and Pinscreen were aware of Sadeghi's Written
20 Objections Document as well as Sadeghi's objections and the termination happened within the
21 same day as Sadeghi's reaffirmed objections on August 7, 2017, within three weeks after
22 Sadeghi's objections on July 22, 2017, and within a short amount of time after Sadeghi's
23 objections on June 28, 2017, May 23, 2017, and March 9, 2017. Furthermore, Sadeghi was
24 terminated unexpectedly despite his significant contributions to Pinscreen and there is no mention
25 of any reason for Sadeghi's termination in his employment personnel file or termination letter.

26 83. Sadeghi's termination was conducted in retaliation for his protected whistleblowing
27 activities and objections to Li regarding Li's and Pinscreen's transgressions in violation of
28 California's whistleblowing protection laws provided in California Labor Code § 1102.5 and in

1 breach of Sadeghi's employment contract, including through the breach of the covenant of good
2 faith and fair dealing.

3 84. Li knew that Sadeghi objected to Li's and Pinscreen's transgressions directly to Li
4 who had authority over Sadeghi and could correct the violations. In 2021, during Pinscreen's
5 PMK Depositions, both Li and Yen-Chun Chen testified that they did not know who else other
6 than Li Sadeghi could report the violations to since there was no one superior to Li at Pinscreen.²⁸

7 85. On information and belief, Li believed that Sadeghi disclosed or might disclose
8 Li's and Pinscreen's fraud on investors, and wage and visa violations to a government or law
9 enforcement agency because Sadeghi had threatened Li, on June 28, 2017, to take the issues
10 outside the company, and on July 22, 2017, to take the issues to ACM and USC and escalate
11 higher up until the issues are resolved. Sadeghi believed and believe that ACM and USC had the
12 authority to investigate and correct the violations. At the time, Li was employed by USC and was
13 submitting papers to ACM on behalf of Pinscreen and USC. When Sadeghi threatened to escalate
14 the matter higher up, he indicated to Li that if the issues remained unresolved, he would disclose
15 the violations to government and law enforcement agencies which, on information and belief, Li
16 understood.

17 86. On information and belief, Li's retaliation and wrongful termination of Sadeghi
18 from Pinscreen was orchestrated by Li in part for personal motives unrelated to his agency for
19 Pinscreen and in part for motives that did not benefit Pinscreen.

20 87. On information and belief, Li retaliated against and wrongfully terminated Sadeghi
21 from Pinscreen in part because he feared Sadeghi would expose Li's scientific and professional
22 misconduct—including his data fabrication and his performing of work without a proper visa.
23 When levelled against an academician and scientist, the allegations against Li are grave.
24 The strongest community strictures prohibit scientists from submitting fabricated data; in so
25 doing—violating core ethical commitments of his profession—Li incurred the most serious
26 professional risks. In 2020, the USC Investigation confirmed Sadeghi's claims and recommended

27
28 ²⁸ Pinscreen's PMK Deposition: Li Volume I, at pp. 131:4-9, 133:7-134:12 and Yen-Chun Chen at pp. 87:9-88:10

1 findings of research misconduct against Li. On information and belief, Li was subsequently forced
2 to leave USC during the same year. In 2022, the ACM Investigation confirmed Sadeghi's claim
3 and found Li and other Pinscreen employees guilty of data falsification and in *severe* violation of
4 its policies. Li and other Pinscreen employees faced various penalties including being banned from
5 participating in and submitting to ACM SIGGRAPH venues for five years.

6 88. On information and belief, Li retaliated against and wrongfully terminated Sadeghi
7 from Pinscreen in part because he feared Sadeghi would expose the performing of work by Li's
8 now wife, Yen-Chun Chen, without a proper work visa.

9 89. Sadeghi's whistleblowing activities and objections to Li regarding Li's and
10 Pinscreen's transgressions were a contributing factor in Sadeghi's termination.

11 90. Sadeghi was damaged by being unlawfully retaliated against and wrongfully
12 terminated from Pinscreen in breach of his employment contract, including through the breach of
13 the covenant of good faith and fair dealing, and thus lost income and benefits.

14 91. As a direct, foreseeable, and proximate result of his wrongful termination from
15 Pinscreen and in retaliation for his whistleblowing and objections in breach of his employment
16 contract, Sadeghi lost and continues to lose income and benefits all to Sadeghi's damage, in an
17 amount to be determined at trial.

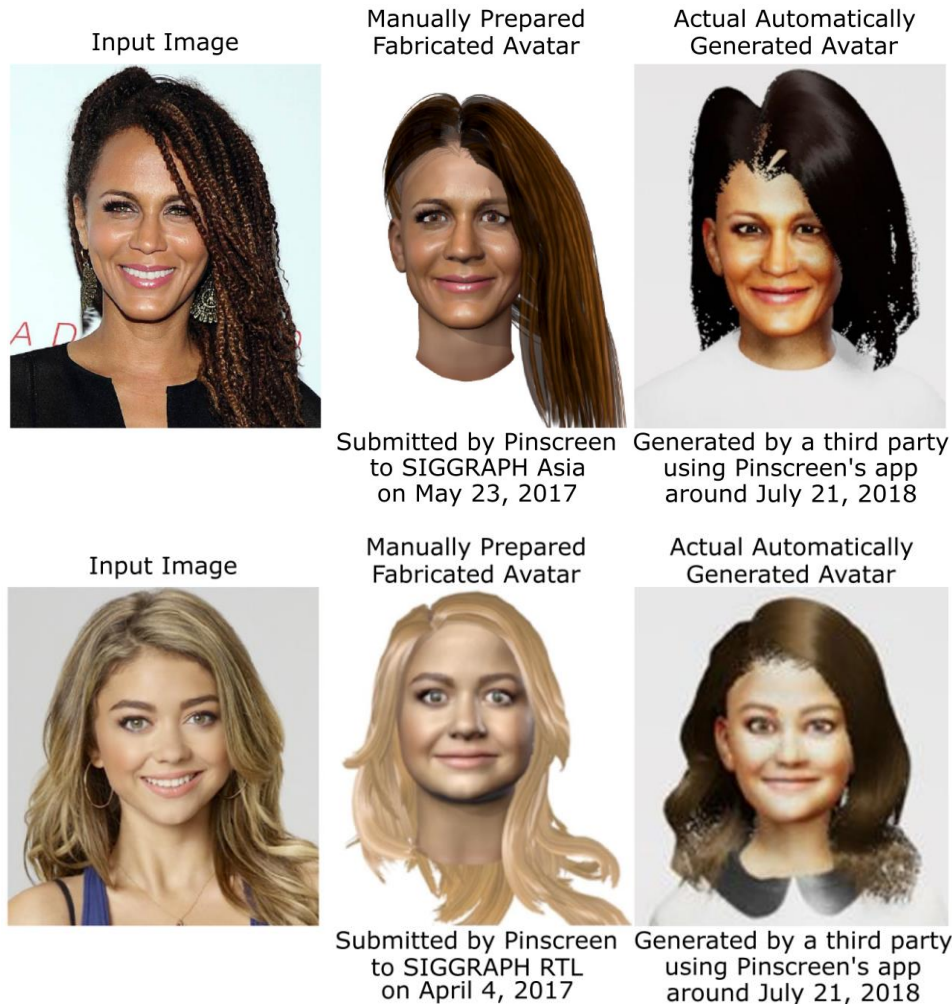
18 92. Li's retaliation against Sadeghi, on behalf of Pinscreen, was in a deliberate, cold,
19 callous, malicious, oppressive, and intentional manner in order to injure and damage Sadeghi.

20 93. On August 9, 2017, two days after Sadeghi's termination, Sadeghi's counsel
21 informed Pinscreen that Sadeghi may have a Labor Code §1102.5 whistleblower retaliation claim
22 and a claim for wrongful termination in violation of public policy. Sadeghi's counsel demanded
23 Pinscreen to preserve all relevant Electronically Stored Information ("ESI"), including the
24 software codebase for Pinscreen's RTL demo, which was stored in a third-party repository called
25 GitLab.²⁹ This version-controlled repository stores snapshots of the codebase as it existed at a
26 specific time. Pinscreen's application that was executed during SIGGRAPH RTL, on August 1,

27
28 ²⁹ <https://gitlab.com/pinscreen/rtl-app.git>, branch: master, date: August 1, 2017

1 2017, can be retrieved using this repository. No matter who uses this version of the application to
2 generate their own avatar from a webcam—as Pinscreen demonstrated—the pre-built avatar of
3 Sadeghi will be displayed every time. In 2019, the Quandary Peak Research conducted a full
4 analysis of Pinscreen’s RTL software confirming Sadeghi’s claims and finding that Pinscreen’s
5 RTL software “does not include functionality for creating a 3D avatar from an image” and that it
6 “is designed to mislead the viewer.”³⁰

7 94. The following figures compare Pinscreen’s fabricated avatars in its submissions to
8 SIGGRAPH Asia 2017 and SIGGRAPH RTL 2017 to the actual corresponding autogenerated
9 avatars produced by a third party³¹ using Pinscreen’s app, more than a year after the submissions.
10 Pinscreen’s actual autogenerated avatars are inferior to its prior fabricated representations.



30 <https://sadeghi.com/Quandary-Peak-Report> at p. 2 § Summary of Findings

31 <https://www.zhihu.com/question/285705808/answer/446014560>, <https://archive.is/rukrl>

1 95. Pinscreen breached Sadeghi’s employment contract, including through the breach
2 of the covenant of good faith and fair dealing implied by law into every contract, by requiring
3 Sadeghi to participate in the preparation and presentation of fabricated avatars; by retaliating
4 against Sadeghi and terminating him after his whistleblowing and objections; by withholding
5 Sadeghi’s delinquent business expense reimbursements for over four years and three months; and
6 by terminating Sadeghi for reasons that violate California and federal public policy.

7 96. Pinscreen breached Sadeghi’s employment contract, causing him harm.

8 97. Pinscreen’s contract breach included violating the covenant of good faith and fair
9 dealing, implied by law into every contract.

10 98. Sadeghi entered into a written employment contract with Pinscreen on January 23,
11 2017, which is signed by both Li and Sadeghi.

12 99. Sadeghi substantially performed all of his duties under the contract.

13 100. Pinscreen materially breached Sadeghi’s employment contract by requiring
14 Sadeghi to participate in the preparation and presentation of fabricated avatars, including in
15 Pinscreen’s public deception at SIGGRAPH RTL, on August 1, 2017.

16 101. Pinscreen materially breached Sadeghi’s employment contract by retaliating against
17 Sadeghi and terminating Sadeghi after he raised concerns over his reasonable belief that
18 Pinscreen’s transgressions violated California and federal laws.

19 102. Pinscreen materially breached Sadeghi’s employment contract by withholding
20 Sadeghi’s delinquent business expense reimbursements after receiving Sadeghi’s itemized account
21 and supporting documentation, dated September 14, 2017, in violation of section 4 of Sadeghi’s
22 employment contract with Pinscreen titled “Employment Agreement”:

23 **“4. Business Expenses.** The Company will reimburse you for your necessary and
24 reasonable business expenses incurred in connection with your duties hereunder
25 upon presentation of an itemized account and appropriate supporting
documentation, all in accordance with Company’s generally applicable policies.”

26 103. At the time Sadeghi joined Pinscreen, Pinscreen did not have a group health
27 insurance plan and it was understood and agreed as part of the Employment Agreement that
28 Sadeghi’s business expenses would include his personal health insurance coverage until Pinscreen

1 obtained a group health insurance plan. On February 17, 2017, Yen-Chun Chen, Pinscreen’s Chief
2 Financial Officer (“CFO”), confirmed in writing that Pinscreen would reimburse Sadeghi for his
3 out-of-pocket health insurance expenses until Pinscreen obtained a group health insurance plan.

4 104. After Sadeghi’s termination, Pinscreen withheld Sadeghi’s out-of-pocket health
5 insurance expenses of \$1,764.67 per month from March 2017 to August 2017, for a total of
6 \$10,588.02. Although Sadeghi’s counsel letter, dated September 14, 2017, to Pinscreen outlined
7 the itemized account and supporting documentation regarding these expenses, Pinscreen failed to
8 reimburse Sadeghi for these delinquent business expenses. On November 24, 2021, after more
9 than four years and three months delay, Pinscreen tendered a check for the amount of \$15,702.18
10 to pay Sadeghi’s delinquent business expense reimbursements including the legal rate of
11 prejudgment interest. Through tendering this check Pinscreen has admitted that Sadeghi’s
12 out-of-pocket health insurance expenses were indeed necessary expenditures or losses incurred by
13 Sadeghi in direct consequence of the discharge of his duties and therefore Pinscreen is liable for
14 Sadeghi’s attorney fees at least until November 24, 2021 pursuant to Labor Code § 2802.

15 105. Pinscreen terminated Sadeghi on August 7, 2017.

16 106. Sadeghi was terminated after being employed at Pinscreen for just over six months,
17 shortly after Pinscreen gained access to Sadeghi’s expertise and experience in digital hair
18 appearance and software engineering, and after Sadeghi significantly improved the quality of
19 Pinscreen’s avatars and robustness of its infrastructure. The termination happened within
20 Sadeghi’s first working hour after Pinscreen’s public deception at SIGGRAPH 2017 RTL, and
21 during the meeting that Sadeghi had requested to address his concerns regarding Pinscreen’s
22 deceptive and unlawful practices. In 2022, Google’s Certificate of No Records confirmed that
23 Pinscreen deleted all emails, documents, and messages related to Sadeghi’s contributions to
24 Pinscreen’s product and infrastructure that were stored on Pinscreen’s Google Workspace account
25 on August 7, 2017. On information and belief, Li and Pinscreen have committed destruction of
26 key evidence in this action on multiple occasions. In 2019, USC’s Institute of Creative
27 Technologies (“USC ICT”) requested and conducted a full analysis of Li’s laptops regarding the
28 software code of RTL demo. USC ICT found that each laptop similarly “contains very little data

1 and appears to have been recently re-imaged.”³²

2 107. Sadeghi was damaged by the breach of his employment contract, and as a result of
3 his unlawful termination from Pinscreen, in an amount to be determined at trial.

4 108. On August 9, 2017, two days after Sadeghi’s termination, Sadeghi’s counsel
5 informed Pinscreen that Sadeghi may have a Labor Code §1102.5 whistleblower retaliation claim
6 and a claim for wrongful termination in violation of public policy. His counsel requested
7 Sadeghi’s personnel file and all other records which Pinscreen maintained relating to Sadeghi’s
8 employment, including employee handbooks, policies, procedures, and investigative reports
9 pursuant to Labor Code § 1198.5. Pinscreen’s response, dated September 8, 2017, contains no
10 document whatsoever indicating any concerns with Sadeghi’s performance or employment.
11 Pinscreen’s response contained no employee handbook, company policies, or codes of conduct.
12 There is no mention of any reason for Sadeghi’s termination in his employment personnel file or
13 termination letter. Sadeghi’s termination letter, signed by Li and Yen-Chun Chen, stated that “the
14 Company appreciates your service and is prepared to offer you severance in exchange for a
15 release.” Sadeghi did not accept the severance offer. Sadeghi received the termination letter
16 “unexpectedly,” as stated by Sadeghi in his Unemployment Insurance Claim application, filed on
17 August 13, 2017. Employment Development Department consequently approved Sadeghi’s
18 application, on information and belief, after verifying the information provided by Sadeghi with
19 Pinscreen. In 2021, during Pinscreen’s PMK Depositions, both Li and Yen-Chun Chen testified
20 that Pinscreen had no policies outside of what was mentioned in Sadeghi’s employment contract.³³
21 In addition, Yen-Chun Chen, as Pinscreen’s Head of HR, testified that she had never said anything
22 negative to Sadeghi regarding Sadeghi’s work performance, that she did not document anything
23 negative regarding Sadeghi’s work performance in Sadeghi’s personnel file, and that if there was
24 anything negative she would not write it down and instead she “would record in [her] mind.”³⁴

25 109. Sadeghi improved the robustness of Pinscreen’s infrastructure through his
26

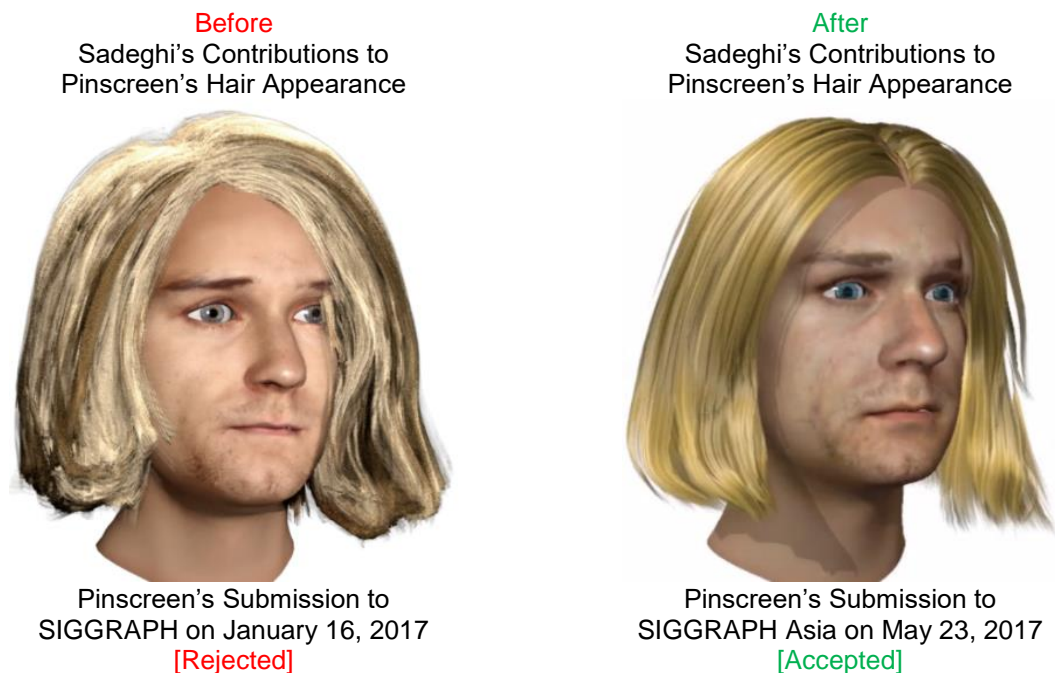
27 ³² <https://sadeghi.com/USC-ICT-Report> at p. 5 § Findings and p. 11 § Findings

³³ Pinscreen’s PMK Deposition: Li Volume I, at pp. 19:21–20:1 and Yen-Chun Chen at pp. 86:16–87:3

³⁴ Pinscreen’s PMK Deposition: Yen-Chun Chen at p. 53:8–11

1 significant contributions to Pinscreen’s System Architecture, Software Code Health, Software
2 Codebase Structure, System Security, User Interface/User eXperience, and Mobile Apps
3 Framework. In 2022, Google’s Certificate of No Records confirmed that Pinscreen deleted all
4 emails, documents, and messages related to Sadeghi’s contributions to Pinscreen’s product and
5 infrastructure that were stored on Pinscreen’s Google Workspace account on the day of the
6 termination, on August 7, 2017.

7 110. Li extensively praised Sadeghi’s expertise, knowledge, and experience, and on
8 information and belief, referred to Sadeghi as “the best” in digital hair appearance. Sadeghi
9 significantly improved the quality of Pinscreen’s digital hair appearance from below the
10 SIGGRAPH standard to well above. Sadeghi’s contributions to Pinscreen’s digital hair appearance
11 are documented in Pinscreen’s official SIGGRAPH reviews as well as in Pinscreen’s software
12 code repository. Prior to Sadeghi’s contributions to Pinscreen’s digital hair appearance, Pinscreen
13 had no SIGGRAPH RTL presence in part due to the poor quality of its digital hair appearance.
14 The following diagram compares the quality of Pinscreen’s avatars before and after Sadeghi’s
15 contributions to Pinscreen’s digital hair appearance:



27 111. Pinscreen breached Sadeghi’s employment contract, including through the breach
28 of the covenant of good faith and fair dealing implied by law into every contract, by requiring

1 Sadeghi to participate in the preparation and presentation of fabricated avatars; by retaliating
2 against Sadeghi and terminating him after his whistleblowing and objections; by withholding
3 Sadeghi's delinquent business expense reimbursements for over four years and three months; and
4 by terminating Sadeghi for reasons that violate California and federal public policy.

5 112. Sadeghi's employment contract was breached, including through the breach of the
6 covenant of good faith and fair dealing, because Sadeghi was terminated from Pinscreen for
7 reasons that violate California and federal public policy. It is a violation of California public
8 policy to terminate an employee for objecting to an employer's practices when those practices are
9 illegal and in contravention of public policy.

10 113. Sadeghi entered into a written employment contract with Pinscreen on January 23,
11 2017, which is signed by both Li and Sadeghi.

12 114. Among those deceived by Pinscreen's public presentation of fabricated avatars
13 were its actual and potential investors.

14 115. California's public policy against Li's and Pinscreen's publication and public
15 demonstrations of fabricated avatars is expressed in the laws prohibiting deceit of investors and
16 imposing a fiduciary duty of corporate officers toward investors, including but not limited to
17 Business & Professional Code § 17200 and in California Corporations Code § 25401, and
18 California Civil Code §§ 1572, 1709, and 1710.

19 116. California's public policy against Li's and Pinscreen's scientific misconduct and
20 scientific misrepresentations is expressed in the universally established scientific code of ethics
21 including the official policies of University of Southern California and ACM Code of Ethics &
22 Professional Conduct.³⁵ State public policy is committed to support the ethical truisms of honest
23 research, for example, by its support of a huge state university system that could not persevere
24 without scientific integrity. California public policy also spurns Li's and Pinscreen's scientific
25 misconduct and data fabrication because it represents unfair competition under Business &
26 Professions Code section 17200 and California Corporations Code § 25401.

27
28 ³⁵ <https://policy.usc.edu/research-and-scholarship-misconduct>, <https://www.acm.org/code-of-ethics>

1 117. California’s public policy against Li’s and Pinscreen’s failure to pay overtime
2 wages is expressed in California labor laws mandating overtime payments for nonexempt
3 employees, specifically Labor Code §§ 510 and 204.

4 118. The federal public policy against Pinscreen’s employment of foreign workers
5 without proper work visas is expressed in the Immigration Reform and Control Act of 1986 and
6 the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, including but not
7 limited to 8 U.S.C. § 1324a.

8 119. These public policies are fundamental, substantial, well established, and involve
9 matters that affect society at large.

10 120. Sadeghi objected to Li regarding Li’s and Pinscreen’s avatar fabrication including
11 on March 9, 2017, May 23, 2017, July 22, 2017, and August 7, 2017; fraud on investors including
12 on July 22, 2017, and August 7, 2017; scientific misconduct including on March 9, 2017, May 23,
13 2017, July 22, 2017, and August 7, 2017; public deception including on July 22, 2017, and
14 August 7, 2017; failure to pay overtime wages including on June 28, 2017, and August 7, 2017;
15 and employment of foreign workers without proper work visas including on March 9, 2017, and
16 June 28, 2017.

17 121. Sadeghi’s objections alleged in ¶¶ 71–78 are incorporated here by reference.

18 122. In a meeting during Sadeghi’s first working hour after Pinscreen’s public deception
19 at SIGGRAPH RTL, and immediately following Sadeghi’s objections outlined in Sadeghi’s
20 Written Objections Document, which was accessible to Pinscreen as early as July 30, 2017,
21 Pinscreen terminated Sadeghi on August 7, 2017.

22 123. Sadeghi’s objections to Li regarding Pinscreen’s fraudulent activities and Sadeghi’s
23 termination were causally connected as Li and Pinscreen were aware of Sadeghi’s Written
24 Objections Document as well as Sadeghi’s objections and the termination happened within the
25 same day as Sadeghi’s reaffirmed objections on August 7, 2017, within three weeks after
26 Sadeghi’s objections on July 22, 2017, and within a short amount of time after Sadeghi’s
27 objections on June 28, 2017, May 23, 2017, and March 9, 2017. Furthermore, Sadeghi was
28 terminated unexpectedly despite his significant contributions to Pinscreen and there is no mention

1 of any reason for Sadeghi's termination in his employment personnel file or termination letter.

2 124. Sadeghi's objections to Li's and Pinscreen's avatar fabrication, fraud on investors,
3 scientific misconduct, public deception, and wage and visa violations were a substantial
4 motivating reason for Sadeghi's termination.

5 125. Sadeghi's termination by Pinscreen was in retaliation for Sadeghi's objections to
6 Li's and Pinscreen's deceptive and unlawful practices and was carried out in violation of
7 California and federal public policy and in breach of Sadeghi's employment contract, including
8 the breach of the covenant of good faith and fair dealing.

9 126. Sadeghi was damaged by being wrongfully terminated in violation of California
10 and federal public policy in breach of his employment contract, including the breach of the
11 covenant of good faith and fair dealing, and thus lost income and benefits.

12 127. As a direct, foreseeable, and proximate result of his wrongful terminating from
13 Pinscreen in violation of California and federal public policy in breach of his employment contract
14 including the breach of the covenant of good faith and fair dealing, Sadeghi lost and continues to
15 lose income and benefits; all to Sadeghi's damage, in an amount to be determined at trial.

16 128. Li's wrongful termination of Sadeghi, on behalf of Pinscreen, was done in a
17 deliberate, cold, callous, malicious, oppressive, and intentional manner in order to injure and
18 damage Sadeghi.

19 **FOURTH CAUSE OF ACTION**

20 **Negligence**

21 **(Against Pinscreen)**

22 129. The allegations contained in each paragraph above are incorporated by reference as
23 if fully set forth herein.

24 130. Sadeghi was harmed by defendants' negligence, which consequently caused
25 damages to Sadeghi's personal property, which was valuable, irreplaceable, and contained
26 sentimental value.

27 131. As Sadeghi's employer, Pinscreen owed Sadeghi a duty of due care. This duty of
28 due care included the duty to avoid damaging Sadeghi's personal property which was left at his

1 desk after his termination.

2 132. Pinscreen breached its duty of due care by breaking Sadeghi's handmade sculpture.

3 133. In storing it negligently, Pinscreen broke Sadeghi's handmade sculpture, which
4 Sadeghi had crafted in 2010 during his employment at Industrial Light & Magic ("ILM").

5 Sadeghi's Handmade Sculpture



12 134. Pinscreen refused to compensate Sadeghi for the personal property damage and
13 conditioned such compensation subject to execution of a mutual non-disclosure agreement
14 between Sadeghi and Pinscreen.

15 135. As a direct, foreseeable, and proximate result of the defendants' negligence and
16 breach of duty of due care, Sadeghi's personal, valuable, and irreplaceable property was damaged.
17 Consequently, Sadeghi was harmed; suffered and continues to suffer severe mental and emotional
18 distress; and required and continues to seek psychotherapy, all to Sadeghi's damage, in an amount
19 to be determined at trial.

20 **FIFTH CAUSE OF ACTION**

21 **Battery**

22 **(Against Li, Yen-Chun Chen, Hu, Kung, and Does 1-100)**

23 136. The allegations contained in each paragraph above are incorporated by reference as
24 if fully set forth herein.

25 137. The defendants, including, Li, Yen-Chun Chen, Hu, and Kung, committed battery
26 on Sadeghi through intentional, non-consensual, offensive, and harmful physical contact.

27 138. The battery did not fall within the reasonably anticipated conditions of Sadeghi's
28 role as the Vice President of Engineering at Pinscreen and was committed outside of Pinscreen's

1 premises and outside the course and scope—and after—Sadeghi’s employment.

2 139. Li, and three other Pinscreen employees, Yen-Chun Chen, Hu, and Kung,
3 who followed Li’s orders, were acting within the course and scope of their employment. Because
4 Li intended and approved or adopted the other three employees’ actions—and, in fact, joined in on
5 the physical attack of Sadeghi—he “ratified” the physical attack.

6 140. On August 7, 2017, Li and three other Pinscreen employees, Yen-Chun Chen, Hu,
7 and Kung, under Li’s commands, surrounded Sadeghi and physically attacked him outside of
8 Pinscreen’s premises and after Sadeghi’s termination.

9 141. They intentionally touched and grabbed Sadeghi and his backpack, which he was
10 wearing, forcefully restrained him, physically attacked him, and violently shoved him to the ground.

11 142. The defendants intended to touch, grab, restrain, attack, and shove Sadeghi
12 to the ground.

13 143. Sadeghi did not consent to being touched, grabbed, restrained, attacked, and shoved
14 to the ground by the defendants.

15 144. Sadeghi was damaged by being brutally battered and suffered injuries to his left eye
16 and his previously dislocated right shoulder, requiring medical attention and physical therapy.

17 145. As a direct, foreseeable, and proximate result of defendants’ battery, Sadeghi was
18 offended, harmed, and physically injured; suffered and continues to suffer severe physical, mental,
19 and emotional distress; required medical attention; required and continues to seek physical therapy
20 and psychotherapy; and suffered and continues to suffer from Post-Traumatic Stress Disorder
21 (“PTSD”), all to Sadeghi’s damage, in an amount to be determined at trial.

22 146. Sadeghi is entitled to punitive and exemplary damages because a brutal physical
23 attack by several employees is an undeniably malicious act.

24 147. Li publicly denied the battery to the press and refused to produce the security
25 camera footage of the incident during the discovery. The security camera footage was later
26 obtained from Pinscreen’s building security. The security camera footage shows Sadeghi enter the
27 elevator with defendants Li, Yen-Chun Chen, Hu and Kung on August 7, 2017, at approximately
28 2:17:48 p.m. At approximately 2:20:02 p.m., Sadeghi and defendants exit the elevator into the

1 lobby where it appears the defendants begin to push and grab Sadeghi. At approximately 2:20:24
2 p.m., Sadeghi and defendants exit the building. Defendants continue to push and grab Sadeghi
3 outside the building. At 2:20:41 p.m., Sadeghi is forcefully shoved to the ground. The physical
4 altercation continues until approximately 2:21:01 p.m.³⁶

5 Pinscreen's Building Security Cameras on August 7, 2017



11 Elevator



15 Lobby



19 Outside

20 148. Although the security cameras captured the brutal attack, Li denied the allegations,
21 including the battery, in the press and proclaimed that “all the allegations are 100% false,”³⁷ that
22 “no one assaulted [Sadeghi],” and alleged that “the exact opposite happened.”³⁸ The now public
23 security camera footage of the battery confirms Sadeghi’s allegations and exposes Li’s lies.

24 **SIXTH CAUSE OF ACTION**

25 **Intentional Infliction of Emotional Distress**

26 **(Against Li, Yen-Chun Chen, Hu, Kung, and Does 1-100)**

27 149. The allegations contained in each paragraph above are incorporated by reference as
28 if fully set forth herein.

150. Li’s and other defendants’ extreme and outrageous actions caused Sadeghi to suffer
severe mental and emotional distress due to, including, but not limited to: being fraudulently
deceived to resign from Google; and being brutally battered, and physically injured.

151. Sadeghi was diagnosed with Post-Traumatic Stress Disorder (“PTSD”) as a result
of the battery, and consequent physical injuries. Sadeghi required and continues to seek physical
therapy and psychotherapy.

³⁶ <https://sadeghi.com/dr-iman-sadeghi-v-pinscreen-inc-et-al/#battery>

³⁷ <https://www.latimes.com/business/technology/la-fi-pinscreen-lawsuit-20180620-story.html>

³⁸ https://www.theregister.co.uk/2018/07/18/pinscreen_fraud_claims

1 152. Li's and other defendants' conduct were outrageous because they abused the
2 employment relationship which had given them power to damage Sadeghi's interests; knew
3 Sadeghi was susceptible to injuries through mental and emotional distress; and acted intentionally
4 and unreasonably with the recognition that their actions are likely to cause Sadeghi mental and
5 emotional distress.

6 153. Li and other defendants intended to cause Sadeghi mental and emotional distress or
7 acted with reckless disregard of the probability that Sadeghi would suffer mental and emotional
8 distress.

9 154. Li's and other defendants' treatment of Sadeghi, culminating in a brutal physical
10 attack, was such as would be reasonably proclaimed to be outrageous.

11 155. Sadeghi's PTSD and physical injuries to his right shoulder are of such substantial
12 and enduring quality that no reasonable person in civilized society should be expected to endure
13 them. Li's and other defendant' conducts were so extreme as to exceed all bounds of that usually
14 tolerated in a civilized community.

15 156. The facts concerning Li's and other defendants' fraudulent inducement, enduring
16 and ongoing PTSD, and brutal battery which have caused Sadeghi to suffer severe physical,
17 mental, and emotional distress would cause average members of the community to resent
18 defendants and would lead any reasonable person to declare defendants' conduct as outrageous.

19 157. As a direct, foreseeable, and proximate result of Li's and other defendants'
20 extreme, outrageous, and unlawful actions, Sadeghi lost and continues to lose income and
21 benefits; suffered and continues to suffer severe physical, mental, and emotional distress; required
22 and continues to seek psychotherapy; and suffered and continues to suffer from PTSD, all to
23 Sadeghi's damage, in an amount to be determined at trial.

24 158. On information and belief, the acts taken toward Sadeghi, carried out by Li and
25 other defendants, on behalf of Pinscreen, were in a deliberate, cold, callous, malicious, oppressive,
26 and intentional manner in order to injure and damage Sadeghi. Therefore, Sadeghi is entitled to
27 punitive and exemplary damages against the defendants in an amount appropriate to punish to be
28 determined at trial.

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PRAYER FOR RELIEF

WHEREFORE, Sadeghi respectfully requests for relief and judgment against Li, Pinscreen and the other defendants, jointly and severally, as follows, in amounts according to proof:

1. For judgment in favor of Sadeghi against Pinscreen, Li, Yen-Chun Chen, Hu, and/or Kung;
2. For restitutional, general, special, compensatory, punitive and exemplary damages;
3. For all applicable statutory penalties;
4. For pre- and post-judgment interest where allowed;
5. For attorneys' fees under applicable provisions of law including Cal. Labor Code § 1102.5 and Cal. Labor Code § 2802;
6. For costs of suit incurred herein; and
7. For such other and further relief as the Court deems necessary, just and proper.

DATED: July 20, 2023

Respectfully submitted,

FERNALD LAW GROUP APC
Brandon C. Fernald
Adam P. Zaffos



By: _____
Adam P. Zaffos
Attorneys for Plaintiff Dr. Iman Sadeghi

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DEMAND FOR JURY TRIAL

Sadeghi hereby demands a jury trial on all claims and issues raised in the fourth amended complaint for which Sadeghi is entitled to a jury.

DATED: July 20, 2023

Respectfully submitted,

FERNALD LAW GROUP APC
Brandon C. Fernald
Adam P. Zaffos



By: _____
Adam P. Zaffos
Attorneys for Plaintiff Dr. Iman Sadeghi

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VERIFICATION

I, Dr. Iman Sadeghi, declare and verify as follows:

I am the plaintiff in this proceeding and have read this fourth amended complaint and know the contents thereof. The information contained herein is accurate to the best of my knowledge except as to those matters which are stated on information and belief, and as to those matters, I believe them to be true.

I declare and verify under penalty of perjury under the laws of the State of California that the foregoing is true. It is based on my personal knowledge except where it is alleged on information and belief.

DATED: July 20, 2023

Respectfully submitted,



By: _____
Dr. Iman Sadeghi