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5 **KERENDIAN & ASSOCIATES, INC.**

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10 Counsel for Plaintiff, STEPHEN MATTEO

11 **UNITED STATES DISTRICT COURT**

12 **CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION**

13 STEPHEN MATTEO, an individual,
14 Plaintiff,
15 vs.

Case No. 2:19-cv-01223-JAK-SK
SECOND AMENDED COMPLAINT
FOR:

16 CHASE METALS SERVICE
17 CORPORATION, a Delaware
18 corporation; METALS.COM, an
19 unknown entity; DAVID H. WOLAN,
20 an individual; LUKE MCCAIN, an
21 individual; JONATHAN SACHS, an
22 individual; CHASE METALS, an
23 unknown entity;
24 CHASEMETALS.COM, an unknown
25 entity; CHASE METALS, LLC, a
26 Wyoming limited liability company;
27 CHASE METALS, INC., a Wyoming
28 corporation; TEM INC., a Wyoming
corporation; TMTE INC., a Wyoming
corporation; Walter Vera, an individual;
Lucas Asher, an individual; and Simon
Batashvili, an individual,

Defendants.

- 1. BREACH OF CONTRACT;
- 2. FRAUD;
- 3. NEGLIGENT MISREPRESENTATION;
- 4. FRAUDULENT INDUCEMENT;
- 5. FINANCIAL ELDER ABUSE;
- 6. CONVERSION;
- 7. COMMON COUNTS;
- 8. UNFAIR AND DECEPTIVE BUSINESS PRACTICES [CAL. B&P 17200, ET SEQ.];
- 9. VIOLATION OF PENAL CODE § 496(a);
- 10. CIVIL CONSPIRACY;
- 11. RESCISSION BASED ON UNILATERAL MISTAKE;
- 12. RESCISSION BASED ON FRAUD;

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- 13. RESCISSION BASED ON NEGLIGENT MISREPRESENTATION;**
- 14. RESCISSION BASED ON LACK OF CONSIDERATION;**
- 15. RESCISSION BASED ON ILLEGALITY & PUBLIC INTEREST;**
- 16. CANCELLATION OF INSTRUMENTS [CIVIL CODE § 3412];**
- 17. RESTITUTION (UNJUST ENRICHMENT);**
- 18. ACCOUNTING;**
- 19. CIVIL RICO – SECTION 1962(c);**
- and**
- 20. CIVIL RICO – SECTION 1962(d).**

DEMAND FOR A JURY TRIAL

Plaintiff, Stephen Matteo, alleges the following:

PARTIES

1. Plaintiff, Stephen Matteo (“Plaintiff”), is, and at all times mentioned herein was, a resident of the City of Kapaa, County of Kauai, State of Hawaii.
2. Plaintiff alleges that defendant, Chase Metals, is, and at all relevant times mentioned herein was, an unknown entity incorporated in the State of Wyoming, having its principal place of business in Cheyenne, Wyoming and conducting business in New York, Wyoming, and the City of Beverly Hills, County of Los Angeles, State of California.

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3. Plaintiff alleges that defendant, ChaseMetals.com, is, and at all relevant times mentioned herein was, an unknown entity incorporated in the State of Wyoming, having its principal place of business in Cheyenne, Wyoming and conducting business in New York, Wyoming, and the City of Beverly Hills, County of Los Angeles, State of California.

4. Plaintiff alleges that defendant, Metals.com, is, and at all relevant times mentioned herein was, an unknown entity incorporated in the State of Wyoming, having its principal place of business in Cheyenne, Wyoming and conducting business in New York, Wyoming, and the City of Beverly Hills, County of Los Angeles, State of California.

5. Plaintiff alleges that defendant, Chase Metals, LLC, is, and at all times mentioned herein was, a Wyoming limited liability company having its principal place of business in Cheyenne, Wyoming and conducting its business in New York, Wyoming, and the City of Beverly Hills, County of Los Angeles, State of California through the following trade names or fictitious business names: Chase Metals; Chasemetals.Com; and/or Metals.Com.

6. Plaintiff alleges that defendant, Chase Metals, Inc., is, and at all times mentioned herein was, a Wyoming corporation having its principal place of business in Cheyenne, Wyoming and conducting its business in New York, Wyoming, and the City of Beverly Hills, County of Los Angeles, State of California through the

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following trade names or fictitious business names: Chase Metals; Chasemetals.Com; and/or Metals.Com.

7. Plaintiff alleges that defendant, TEM, Inc., is, and at all times mentioned herein was, a Wyoming corporation having its principal place of business in Cheyenne, Wyoming and conducting its business in New York, Wyoming, and the City of Beverly Hills, County of Los Angeles, State of California through the following trade names or fictitious business names: Chase Metals; Chasemetals.Com; and/or Metals.Com.

8. Plaintiff alleges that defendant, TMTE, Inc., is, and at all times mentioned herein was, a Wyoming corporation having its principal place of business in Cheyenne, Wyoming and conducting its business in New York, Wyoming, and the City of Beverly Hills, County of Los Angeles, State of California through the following trade names or fictitious business names: Chase Metals; Chasemetals.Com; and/or Metals.Com.

9. Defendants, Chase Metal, Chasemetals.Com, Metals.Com, Chase Metals, LLC, Chase Metals, Inc., TEM, Inc. and TMTE, Inc., are sometimes referred to herein collectively as “Corporate Defendants”.

10. Plaintiff alleges that defendant, David H. Wolan (“Wolan”), is, and at all times mentioned herein was, a resident of the County of Los Angeles, California, and conducting business on behalf of the Corporate Defendants in the County of Los Angeles, California.

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11. Plaintiff alleges that defendant, Luke McCain (“McCain”), is, and at all times mentioned herein was, a resident of the County of Los Angeles, California, and conducting business on behalf of the Corporate Defendants in the County of Los Angeles, California.

12. Plaintiff alleges that defendant, Jonathan Sachs (“Sachs”), is, and at all times mentioned herein was, a resident of the County of Los Angeles, California, and conducting business on behalf of the Corporate Defendants in the County of Los Angeles, California.

13. The defendant, Chase Metals Service Corporation, is a Delaware corporation with its principal place of business in New York, Wyoming, and the City of Beverly Hills, County of Los Angeles, State of California. Plaintiff is informed, believes, and thereon alleges that Chase Metals Service Corporation is registered and doing business in California as a company engaging in the trade of precious metals, including coins and Bullions.

14. Plaintiff alleges that at all times mentioned herein, each defendant was the agent and employee of each and all of the other defendants and were acting in the course of such agency and/or employment. Further, upon information and belief, Plaintiff alleges that all of the acts and/or omissions by each of the defendants were ratified by each of the other defendants. All defendants are sometimes referred to herein collectively as “Defendants”.

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15. Plaintiff alleges that at all times mentioned herein, each defendant was the alter ego of one another, acted in concert, and acted in a conspiracy and thus, are jointly and severally responsible for the conduct of one another.

16. Plaintiff alleges that defendant, Walter Vera (“Vera”), is, and at all times mentioned herein was, a resident of the County of Los Angeles, California, and conducting business on behalf of the Corporate Defendants in the County of Los Angeles, California.

17. Plaintiff alleges that defendant, Lucas Asher (“Asher”), is, and at all times mentioned herein was, a resident of the County of Los Angeles, California, and conducting business on behalf of the Corporate Defendants in the County of Los Angeles, California. Plaintiff further alleges that Asher is the owner and/or principal of the Corporate Defendants.

18. Plaintiff alleges that defendant, Simon Batashvili (“Batashvili”), is, and at all times mentioned herein was, a resident of the County of Los Angeles, California, and conducting business on behalf of the Corporate Defendants in the County of Los Angeles, California. Plaintiff further alleges that Batashvili is the owner and/or principal of the Corporate Defendants.

JURISDICTION AND VENUE

19. Plaintiff incorporates by reference each and every allegation of the above paragraphs as though set forth fully herein.

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20. Pursuant to 28 U.S.C. § 1332, this Court has subject matter jurisdiction over the matters alleged herein based on diversity jurisdiction where Plaintiff and Defendants are citizens of different States and the amount in controversy, exclusive of interests and costs, is in excess of seventy-five thousand (\$75,000) dollars. Additionally, this Court has subject matter jurisdiction over this action pursuant to the civil RICO remedies at 18 U.S.C. § 1964, thereby giving this Court jurisdiction over this action under 28 U.S.C. § 1331 (federal question).

21. Pursuant to 28 U.S.C. § 1391(b), venue is proper in this judicial district because the County of Los Angeles, California is the location where a substantial part of the events or omissions giving rise to the claim occurred.

FACTS COMMON TO ALL CAUSES OF ACTION

22. Plaintiff incorporates by reference each and every allegation of the above paragraphs as though set forth fully herein.

23. Plaintiff was born on April 15, 1946. Plaintiff was married to Barbara Jean Matteo who was born on or about January 18, 1949. On or about July 8, 2017, Barbara passed away at the age of 68 years old on the island of Kauai, Hawaii. Plaintiff had about \$465,000 as his life savings. At the time of his wife’s death, the Plaintiff was retired, and he was relying on his life savings for the remainder of his life. As such, the Plaintiff wanted to invest his life savings for the remainder of his life in a safe investment vehicle where he could grow and use the funds from his life savings to cover his living expenses.

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24. In or around mid-2017, Plaintiff heard Defendants’ radio advertisement about Defendants’ investment offer and/or opportunity (“Investment Opportunity”). Plaintiff called and explained his retirement situation and goals, as stated above, to Defendants. During multiple telephone conversations from in or about August of 2017, Plaintiff spoke with defendants, Wolan, McCain, and Sachs, and other representatives of the Defendants about Defendants’ Investment Opportunity. Plaintiff explained to defendants, Wolan and McCain, that his wife had recently passed in July of 2017 and that the money he would like to invest was his entire life savings and his retirement money. Plaintiff also explained that he was retired and thus, relied on his life savings to make ends meet on a monthly basis, but did not have enough money to support himself.

25. During these multiple telephone conversations, defendants, Wolan and McCain, would repeatedly ensure Plaintiff that Defendants’ Investment Opportunity was safe and had no risk of losing money. Defendants, Wolan and McCain, both repeatedly represented to Plaintiff that the dollar loses value while Defendants’ Investment Opportunity, involving, among other things, investments in precious metals, was a safe and no-risk investment. During the multiple communications with defendants, Wolan and McCain, Plaintiff told them multiple times that he could not afford to lose any part of his life savings and retirement funds. Wolan and McCain understood and assured Plaintiff that his funds would be safe during those conversations. Wolan and McCain used the stock market as an example, and

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told Plaintiff that unlike the stock market, owning precious metals is a safe investment, protects Plaintiff, goes up over time, and protects against inflation and the dollar losing value. During those conversations, Wolan and McCain repeatedly assured Plaintiff that the money he invests in precious metals with them will not be reduced or lose value.

26. Defendants, Wolan and McCain, including other representatives of Defendants represented and ensured Plaintiff that Defendants’ Investment Opportunity was safe and his investment with Defendants will only increase in value as the dollar is going to lose strength causing precious metals to increase in value. Further, Defendants, particularly, defendants, Wolan and McCain, repeatedly represented to Plaintiff that: he would be purchasing precious metals from Defendants at fair market value on the day of purchase; that he would be able to sell and/or Defendants would buy back any part or the whole investment of the precious metals at any time, without any penalty, for no less than the same price he purchased them; and that the precious metals would be kept by a third-party on his behalf. Based on Defendants repeated representations and assurances, Plaintiff understood that Defendants’ Investment Opportunity was safe, risk-free and that he would have access to his investment funds at any time if he needed money.

27. In reasonable and justifiable reliance on the aforementioned representations and assurances by Defendants, particularly, defendants, Wolan and McCain, about Defendants’ Investment Opportunity, Plaintiff decided to buy into Defendants’

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Investment Opportunity and purchase precious metals from Defendants with his life savings and retirement funds. On or about August 7, 2017, Plaintiff electronically received and signed a one-page document from Defendants in order to participate in Defendants’ Investment Opportunity (“Contract”), and a copy was not provided to Plaintiff at the time of signing. A true and correct copy of the Contract is attached hereto as Exhibit “1” and fully incorporated herein by this reference.

28. Thereafter, in August of 2017, in reasonable and justifiable reliance on the aforementioned representations and assurances by the Defendants, the Plaintiff purchased thousands of precious metals, including coins, from Defendants. Plaintiff paid Defendants, based on their invoice dated August 7, 2017, the amount of \$367,530.00. In addition, Plaintiff paid Defendants, based on their invoice dated August 23, 2017, the amount of \$94,282.50. True and correct copies of the August 7, 2017, and August 23, 2017 invoices are attached hereto, collectively, as Exhibit “2” and fully incorporated herein by this reference.

29. No other pages or documents were provided by Defendants or signed by Plaintiff when Plaintiff received and signed the Contract electronically, nor when the Plaintiff made the purchases of precious metals from Defendant in August of 2017.

30. In or around October 2017, Plaintiff received a statement from Strata Trust Company which reflected the value of his investment with Defendants. To

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Plaintiff’s shock and surprise, unlike what he was promised, the value of his investment with Defendants had decreased. Within about two months’ time, the Plaintiff’s \$461,812.50 investment with Defendants had lost about \$250,000.00 in value.

31. Plaintiff then asked defendant, Wolan, about his investment and asked for an explanation as to why his investment had dropped approximately \$250,000.00 in value. Defendants, Wolan, McCain, and Sachs, during different phone conversations, informed Plaintiff that an “agreement” he signed explained his duties and obligations (“Agreement”). Apparently, over the next few months after signing of the one-page Contract and making the aforementioned investment purchases with Defendants, Defendants provided Plaintiff with additional pages, which the Defendants claimed were the Agreement for Plaintiff’s investment with Defendants. For the first time, Defendants claimed that the Plaintiff signed the so-called Agreement, which explained terms about Defendants’ Investment Opportunity that was completely different than what was directly and repeatedly represented to Plaintiff by Defendants. A true and correct copy of the so-called Agreement is attached hereto as Exhibit “3” and fully incorporated herein by this reference. Plaintiff did not sign nor ever agree to the Agreement and did not understand any of the verbiages in the Agreement or what happened with life savings and retirement funds he used to invest in Defendants’ Investment Opportunity.

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32. Moreover, Defendants, particularly, defendants, Wolan, McCain, and Sachs, told Plaintiff that the statements from Strata Trust Company did not represent the accurate value of Plaintiff’s investment with the Defendants because the coins in question were minted in Canada specifically for Defendants, which had a higher value than Strata Trust Company was reflecting on the statements. As a result, Defendants, particularly, defendants, Wolan, McCain, and Sachs, would continuously tell Plaintiff that he needed to be patient, wait, and not take any action.

33. Plaintiff informed the Defendants of his intention to sell the precious metals and for the Defendants to buy them back for the same price the Plaintiff paid for them as Defendants had repeatedly promised. Defendants, however, refused to do so and instead told Plaintiff that they could not repurchase them for another three to five years all while continuing to represent to Plaintiff that he had not lost any money because the precious metals that he bought from Defendants were worth as much as he paid for them. They told Plaintiff that there was nothing for him to do, and that everything was in order, and that Plaintiff’s investment was at the initial value and was on its way to gain money. Plaintiff relied on these representations to his detriment.

34. Although Plaintiff waited in reliance on the Defendants’ continuing representation that Plaintiff had not lost any money, Plaintiff continued receiving statements that showed his investment continued to lose value. Ultimately, and as

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time passed, Plaintiff was forced to engage others to sell his investments with Defendants because Defendants continued to refuse to sell or buy back any part of the precious metals they had sold to him. Plaintiff was only able to recover about \$158,000.00 of what Plaintiff invested with the Defendants.

35. As a factual and legal result of Defendants' wrongful conduct as described herein and above, Plaintiff has been damaged for an amount, in excess of \$75,000, to be proven at the time of the trial together with the interest thereon.

36. Additionally, Plaintiff has incurred attorney's fees and costs, all of which Plaintiff is entitled to recover from Defendant in accordance with the terms of the agreements alleged herein or as may be provided by law.

FIRST CAUSE OF ACTION FOR BREACH OF CONTRACT

(Plaintiff against All Defendants)

37. Plaintiff incorporates by reference each and every allegation of the above paragraphs as though set forth fully herein.

38. As alleged herein and above, defendants, Wolan and McCain, including other representatives of Defendants represented and ensured Plaintiff that Defendants' Investment Opportunity was safe and his investment with Defendants will only increase in value as the dollar is going to lose strength causing precious metals to increase in value. Additionally, Defendants, particularly, defendants, Wolan and McCain, repeatedly represented to Plaintiff that: he would be purchasing precious metals from Defendants at fair market value on the day of purchase; that he would

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1 be able to sell and/or Defendants would buy back any part or the whole
2 investment of the precious metals at anytime, without any penalty, for no less than
3 the same price he purchased them; and that the precious metals would be kept by
4 a third-party on his behalf. Based on Defendants repeated representations and
5 assurances, Plaintiff understood that Defendants’ Investment Opportunity was
6 safe, risk-free, and that he would have access to his investment funds at any time
7 if he needed money.
8

9
10 39. As a result of the repeated representations and assurances by Defendants,
11 particularly, defendants, Wolan and McCain, about Defendants’ Investment
12 Opportunity, as set forth herein and above, Plaintiff agreed to purchase precious
13 metals from Defendants. To facilitate Plaintiff’s purchase of the precious metals
14 from Defendants, Plaintiff received and signed a one-page Contract from
15 Defendants in order to participate in Defendants’ Investment Opportunity, which
16 Plaintiff believed was based on Defendants’ representations and assurances to
17 Plaintiff about Defendants’ Investment Opportunity. See Exhibit “1” (i.e.,
18 Contract) attached hereto and fully incorporated herein by this reference.
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22 40. Thereafter, in August of 2017, in reasonable and justifiable reliance on the
23 aforementioned representations and assurances by the Defendants, the Plaintiff
24 purchased thousands of precious metals, including coins, from Defendants.
25 Plaintiff paid Defendants, based on their invoice dated August 7, 2017, the
26 amount of \$367,530.00. Additionally, Plaintiff paid Defendants, based on their
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invoice dated August 23, 2017, the amount of \$94,282.50. See Exhibit “2” (i.e., the two August 2017 invoices) attached hereto and fully incorporated herein by this reference.

41. Accordingly, Plaintiff has, at all times herein mentioned, fully complied with and performed and/or stand ready, able, and willing to comply and perform all terms of the agreement with Defendants, except as to those which were excused, waived, and/or prevented by Defendant’s conduct.

42. However, Defendants is, and at all times mentioned herein were, in breach of their promises to Plaintiff, as alleged herein and above, and thereby breached the Contract.

43. Plaintiff has fully performed all his obligations pursuant to the agreement mentioned herein and has performed to the extent not prevented by the Defendants. Plaintiff has made good faith attempts to resolve the dispute, but Defendants refused and continues to refuse to comply with the Contract.

44. As a factual and legal result of Defendant’s breaches as alleged herein and above, Plaintiff has been damaged for an amount, in excess of \$500,000.00, to be proven at the time of the trial together with the interest thereon.

45. Additionally, Plaintiff has incurred attorney’s fees and costs, all of which Plaintiff is entitled to recover from Defendant in accordance with the terms of the agreements alleged herein or as may be provided by law.

SECOND CAUSE OF ACTION FOR FRAUD

(Plaintiff against All Defendants)

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4 46. Plaintiff incorporates by reference each and every allegation of the above
5 paragraphs as though set forth fully herein.

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7 47. As alleged herein and above, defendants, Wolan and McCain, including other
8 representatives of Defendants represented and ensured Plaintiff that Defendants’
9 Investment Opportunity was safe and his investment with Defendants will only
10 increase in value as the dollar is going to lose strength causing precious metals to
11 increase in value. Additionally, Defendants, particularly, defendants, Wolan and
12 McCain, repeatedly represented to Plaintiff that: he would be purchasing precious
13 metals from Defendants at fair market value on the day of purchase; that he would
14 be able to sell and/or Defendants would buy back any part or the whole
15 investment of the precious metals at anytime, without any penalty, for no less than
16 the same price he purchased them; and that the precious metals would be kept by
17 a third-party on his behalf. Based on Defendants repeated representations and
18 assurances, Plaintiff understood that Defendants’ Investment Opportunity was
19 safe, risk-free, and that he would have access to his investment funds at any time
20 if he needed money.
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25 48. In reliance on the repeated representations and assurances by Defendants,
26 particularly, defendants, Wolan and McCain, about Defendants’ Investment
27 Opportunity, as set forth herein and above, Plaintiff agreed to purchase precious
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metals from Defendants. To facilitate Plaintiff’s purchase of the precious metals from Defendants, Plaintiff received and signed a one-page Contract from Defendants in order to participate in Defendants’ Investment Opportunity, which Plaintiff believed was based on Defendants’ representations and assurances to Plaintiff about Defendants’ Investment Opportunity. See Exhibit “1” (i.e., Contract) attached hereto and fully incorporated herein by this reference.

49. Thereafter, in August of 2017, in reasonable and justifiable reliance on the aforementioned representations and assurances by the Defendants, Plaintiff purchased thousands of precious metals, including coins, from Defendants. Plaintiff paid Defendants, based on their invoice dated August 7, 2017, the amount of \$367,530.00. Additionally, Plaintiff paid Defendants, based on their invoice dated August 23, 2017, the amount of \$94,282.50. See Exhibit “2” (i.e., the two August 2017 invoices) attached hereto and fully incorporated herein by this reference.

50. At the time that Defendants made the aforementioned representations and assurances, Defendants knew that they were false.

51. Defendants made the aforementioned representations and assurances with the intention to defraud and persuade the Plaintiff to buy into Defendants’ Investment Opportunity and buy precious metals from Defendants as part of the Investment Opportunity.

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1 52. Plaintiff reasonably and justifiably relied on Defendants’ false representations and
2 assurances.

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4 53. Had Plaintiff known the falsity of Defendants’ representations and assurances,
5 Plaintiff would not have agreed to buy into Defendants’ Investment Opportunity
6 or buy precious metals from Defendants as part of the Investment Opportunity or
7 entered into the aforementioned Contract to effectuate the same.
8

9 54. As a factual and legal result of Defendant’s misconduct, as alleged herein and
10 above, Plaintiff has been damaged for an amount, in excess of \$500,000.00, to be
11 proven at the time of the trial together with the interest thereon.
12

13 55. Additionally, Defendants’ conduct was willful and malicious and without regard
14 for the well-being of the Plaintiff, thus entitling Plaintiff to an award of punitive
15 damages pursuant to Civ. Code § 3294 in excess of \$7,000,000.00.
16

17 56. Moreover, Plaintiff has incurred attorney’s fees and costs, all of which Plaintiff is
18 entitled to recover from Defendant in accordance with the terms of the agreements
19 alleged herein or as may be provided by law.
20

21 **THIRD CAUSE OF ACTION FOR NEGLIGENT MISREPRESENTATION**

22 **(Plaintiff against All Defendants)**

23
24 57. Plaintiff incorporates by reference each and every allegation of the above
25 paragraphs as though set forth fully herein.

26 58. As alleged herein and above, defendants, Wolan and McCain, including other
27 representatives of Defendants represented and ensured Plaintiff that Defendants’
28

1 Investment Opportunity was safe and his investment with Defendants will only
2 increase in value as the dollar is going to lose strength causing precious metals to
3 increase in value. Additionally, Defendants, particularly, defendants, Wolan and
4 McCain, repeatedly represented to Plaintiff that: he would be purchasing precious
5 metals from Defendants at fair market value on the day of purchase; that he would
6 be able to sell and/or Defendants would buy back any part or the whole
7 investment of the precious metals at anytime, without any penalty, for no less than
8 the same price he purchased them; and that the precious metals would be kept by
9 a third-party on his behalf. Based on Defendants repeated representations and
10 assurances, Plaintiff understood that Defendants' Investment Opportunity was
11 safe, risk-free, and that he would have access to his investment funds at any time
12 if he needed money.

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17 59. In reliance on the repeated representations and assurances by Defendants,
18 particularly, defendants, Wolan and McCain, about Defendants' Investment
19 Opportunity, as set forth herein and above, Plaintiff agreed to purchase precious
20 metals from Defendants. To facilitate Plaintiff's purchase of the precious metals
21 from Defendants, Plaintiff received and signed a one-page Contract from
22 Defendants in order to participate in Defendants' Investment Opportunity, which
23 Plaintiff believed was based on Defendants' representations and assurances to
24 Plaintiff about Defendants' Investment Opportunity. See Exhibit "1" (i.e.,
25 Contract) attached hereto and fully incorporated herein by this reference.
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1 60. Thereafter, in August of 2017, in reasonable and justifiable reliance on the
2 aforementioned representations and assurances by the Defendants, Plaintiff
3 purchased thousands of precious metals, including coins, from Defendants.
4 Plaintiff paid Defendants, based on their invoice dated August 7, 2017, the
5 amount of \$367,530.00. Additionally, Plaintiff paid Defendants, based on their
6 invoice dated August 23, 2017, the amount of \$94,282.50. See Exhibit “2” (i.e.,
7 the two August 2017 invoices) attached hereto and fully incorporated herein by
8 this reference.
9

10
11 61. Defendants’ representations and assurances to Plaintiff were not true.

12 62. While Defendants may have believed their representations and assurances to
13 Plaintiff were true, Defendants had no reasonable grounds for believing the
14 representations and assurances were true when Defendants made them.
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16 63. Defendants intended that Plaintiff relies on their representations and assurances.
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18 64. Plaintiff reasonably and justifiably relied on Defendants’ representations and
19 assurances.
20

21 65. Had Plaintiff known the falsity of Defendants’ representations and assurances,
22 Plaintiff would not have agreed to buy into Defendants’ Investment Opportunity
23 or buy precious metals from Defendants as part of the Investment Opportunity or
24 entered into the aforementioned Contract to effectuate the same.
25

26 66. As a factual and legal result of Plaintiff’s reliance on Defendant’s representations
27 and assurances, as alleged herein and above, Plaintiff has been damaged for an
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1 amount, in excess of \$500,000.00, to be proven at the time of the trial together
2 with the interest thereon.

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4 67. Moreover, Plaintiff has incurred attorney's fees and costs, all of which Plaintiff is
5 entitled to recover from Defendant in accordance with the terms of the agreements
6 alleged herein or as may be provided by law.

7
8 **FOURTH CAUSE OF ACTION FOR FRAUDULENT INDUCEMENT**

9 **(Plaintiff against All Defendants)**

10 68. Plaintiff incorporates by reference each and every allegation of the above
11 paragraphs as though set forth fully herein.

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13 69. As alleged herein and above, defendants, Wolan and McCain, including other
14 representatives of Defendants represented and ensured Plaintiff that Defendants'
15 Investment Opportunity was safe and his investment with Defendants will only
16 increase in value as the dollar is going to lose strength causing precious metals to
17 increase in value. Additionally, Defendants, particularly, defendants, Wolan and
18 McCain, repeatedly represented to Plaintiff that: he would be purchasing precious
19 metals from Defendants at fair market value on the day of purchase; that he would
20 be able to sell and/or Defendants would buy back any part or the whole
21 investment of the precious metals at anytime, without any penalty, for no less than
22 the same price he purchased them; and that the precious metals would be kept by
23 a third-party on his behalf. Based on Defendants repeated representations and
24 assurances, Plaintiff understood that Defendants' Investment Opportunity was
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1 safe, risk-free, and that he would have access to his investment funds at any time
2 if he needed money.

3
4 70. In reliance on the repeated representations and assurances by Defendants,
5 particularly, defendants, Wolan and McCain, about Defendants' Investment
6 Opportunity, as set forth herein and above, Plaintiff agreed to purchase precious
7 metals from Defendants. To facilitate Plaintiff's purchase of the precious metals
8 from Defendants, Plaintiff received and signed a one-page Contract from
9 Defendants in order to participate in Defendants' Investment Opportunity, which
10 Plaintiff believed was based on Defendants' representations and assurances to
11 Plaintiff about Defendants' Investment Opportunity. See Exhibit "1" (i.e.,
12 Contract) attached hereto and fully incorporated herein by this reference.
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16 71. Thereafter, in August of 2017, in reasonable and justifiable reliance on the
17 aforementioned representations and assurances by the Defendants, the Plaintiff
18 purchased thousands of precious metals, including coins, from Defendants.
19 Plaintiff paid Defendants, based on their invoice dated August 7, 2017, the
20 amount of \$367,530.00. Additionally, Plaintiff paid Defendants, based on their
21 invoice dated August 23, 2017, the amount of \$94,282.50. See Exhibit "2" (i.e.,
22 the two August 2017 invoices) attached hereto and fully incorporated herein by
23 this reference.
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26 72. At the time that Defendants made the aforementioned representations and
27 assurances, Defendants knew that they were false.
28

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1 73. Defendants made the aforementioned representations and assurances with the
2 intention to defraud and induce Plaintiff to buy into Defendants' Investment
3 Opportunity and buy precious metals from Defendants as part of the Investment
4 Opportunity.
5

6 74. Plaintiff reasonably and justifiably relied on Defendants' false representations and
7 assurances.
8

9 75. Had Plaintiff known the falsity of Defendants' representations and assurances,
10 Plaintiff would not have agreed to buy into Defendants' Investment Opportunity
11 or buy precious metals from Defendants as part of the Investment Opportunity or
12 entered into the aforementioned Contract to effectuate the same.
13

14 76. As a factual and legal result of Defendant's misconduct, as alleged herein and
15 above, Plaintiff has been damaged for an amount, in excess of \$500,000.00, to be
16 proven at the time of the trial together with the interest thereon.
17

18 77. Additionally, Defendants' conduct was willful and malicious and without regard
19 for the well-being of the Plaintiff, thus entitling Plaintiff to an award of punitive
20 damages pursuant to Civ. Code § 3294 in excess of \$7,000,000.00.
21

22 78. Moreover, Plaintiff has incurred attorney's fees and costs, all of which Plaintiff is
23 entitled to recover from Defendant in accordance with the terms of the agreements
24 alleged herein or as may be provided by law.
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FIFTH CAUSE OF ACTION FOR FINANCIAL ELDER ABUSE

(Welf. & Inst. Code §§ 15610.30, 15657.5)

(Plaintiff against All Defendants)

79. Plaintiff incorporates by reference each and every allegation of the above paragraphs as though set forth fully herein.

80. At all times mentioned herein, Plaintiff was older than 65 years of age.

81. Defendants appropriated and retained Plaintiffs' life savings and retirement funds.

As alleged herein and above, defendants, Wolan and McCain, including other representatives of Defendants represented and ensured Plaintiff that Defendants' Investment Opportunity was safe and his investment with Defendants will only increase in value as the dollar is going to lose strength causing precious metals to increase in value. Additionally, Defendants, particularly, defendants, Wolan and McCain, repeatedly represented to Plaintiff that: he would be purchasing precious metals from Defendants at fair market value on the day of purchase; that he would be able to sell and/or Defendants would buy back any part or the whole investment of the precious metals at anytime, without any penalty, for no less than the same price he purchased them; and that the precious metals would be kept by a third-party on his behalf. Based on Defendants repeated representations and assurances, Plaintiff understood that Defendants' Investment Opportunity was safe, risk-free, and that he would have access to his investment funds at any time if he needed money.

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1 82. In reliance on the repeated representations and assurances by Defendants,
2 particularly, defendants, Wolan and McCain, about Defendants’ Investment
3 Opportunity, as set forth herein and above, Plaintiff agreed to purchase precious
4 metals from Defendants. To facilitate Plaintiff’s purchase of the precious metals
5 from Defendants, Plaintiff received and signed a one-page Contract from
6 Defendants in order to participate in Defendants’ Investment Opportunity, which
7 Plaintiff believed was based on Defendants’ representations and assurances to
8 Plaintiff about Defendants’ Investment Opportunity. See Exhibit “1” (i.e.,
9 Contract) attached hereto and fully incorporated herein by this reference.

10 83. Thereafter, in August of 2017, in reasonable and justifiable reliance on the
11 aforementioned representations and assurances by the Defendants, the Plaintiff
12 purchased thousands of precious metals, including coins, from Defendants.
13 Plaintiff paid Defendants, based on their invoice dated August 7, 2017, the
14 amount of \$367,530.00. Additionally, Plaintiff paid Defendants, based on their
15 invoice dated August 23, 2017, the amount of \$94,282.50. See Exhibit “2” (i.e.,
16 the two August 2017 invoices) attached hereto and fully incorporated herein by
17 this reference.

18 84. In or around October 2017, Plaintiff received a statement from Strata Trust
19 Company which reflected the value of his investment with Defendants. To
20 Plaintiff’s shock and surprise, unlike what he was promised, the value of his
21 investment with Defendants had decreased. Within about two months’ time, the
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Plaintiff's \$461,812.50 investment with Defendants had lost about \$250,000.00 in value.

85. Defendants, particularly, defendants, Wolan, McCain, and Sachs, told Plaintiff that the statements from Strata Trust Company did not represent the accurate value of Plaintiff's investment with the Defendants because the coins in question were minted in Canada specifically for Defendants, which had a higher value than Strata Trust Company was reflecting on the statements. As a result, Defendants, particularly, defendants, Wolan, McCain, and Sachs, would continuously tell Plaintiff that he needed to be patient, wait, and not take any action.

86. Nevertheless, Plaintiff informed the Defendants of his intention to sell the precious metals and for the Defendants to buy them back for the same price the Plaintiff paid for them as Defendants had repeatedly promised. Defendants, however, refused to do so and instead told Plaintiff that they could not repurchase them for another three to five years all while continuing to represent to Plaintiff that he had not lost any money because the precious metals that he bought from Defendants were worth as much as he paid for them.

87. Notwithstanding Defendants' continuing representation that Plaintiff had not lost any money, Plaintiff continued receiving statements that showed the value of his investment kept on losing value. Ultimately, in an effort to preserve what was left of his life savings and retirement funds, Plaintiff was forced to engage others to sell his investments with Defendants because Defendants continued to refuse to

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sell or buy back any part of the precious metals they had sold to him. Plaintiff was only able to recover about \$158,000.00 of what Plaintiff invested with the Defendants.

88. Defendants appropriated and retained the Plaintiff's life savings and retirement funds for wrongful use, with the intent to defraud, and/or by undue influence. Defendants engaged in such misconduct either directly, or assisted each other in such misconduct.

89. As a result of Defendants' misconduct, as alleged herein and above, the Plaintiff was harmed and Defendants' misconduct was a substantial factor in causing Plaintiff's harm.

90. As a factual and legal result of Defendant's misconduct, as alleged herein and above, Plaintiff has been damaged for an amount, in excess of \$500,000.00, to be proven at the time of the trial together with the interest thereon.

91. Additionally, Defendants' conduct was willful and malicious and without regard for the well-being of the Plaintiff, thus entitling Plaintiff to an award of punitive damages pursuant to Civ. Code § 3294 in excess of \$7,000,000.00.

92. Moreover, Plaintiff has incurred attorney's fees and costs, all of which Plaintiff is entitled to recover from Defendant in accordance with the terms of the agreements alleged herein or as may be provided by law (e.g., Welf. & Inst. Code §15657.5).

SIXTH CAUSE OF ACTION FOR CONVERSION

(Plaintiff against All Defendants)

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4 93. Plaintiff incorporates by reference each and every allegation of the above
5 paragraphs as though set forth fully herein.

6 94. At all times relevant herein, Plaintiff had an ownership interest in his life savings
7 and retirement funds, including without limitation, all amounts of money paid to
8 Defendants in connection with Defendant’s Investment Opportunity.

9
10 95. Defendants are in possession of all the money the Plaintiff paid in connection
11 with Defendant’s Investment Opportunity.

12
13 96. Despite multiple demands by Plaintiff for the return of his money, Defendants
14 have refused to pay back the money and continue to hold such money belonging
15 to Plaintiff without his consent in converting the same to Defendants’ own use.

16
17 97. As a factual and legal result of Defendant’s misconduct, as alleged herein and
18 above, Plaintiff has been damaged for an amount, in excess of \$500,000.00, to be
19 proven at the time of the trial together with the interest thereon.

20
21 98. Additionally, Defendants’ conduct was willful and malicious and without regard
22 for the well-being of Plaintiff, thus entitling Plaintiff to an award of punitive
23 damages pursuant to Civ. Code § 3294 in excess of \$7,000,000.00.

24
25 99. Moreover, Plaintiff has incurred attorney’s fees and costs, all of which Plaintiff is
26 entitled to recover from Defendant in accordance with the terms of the agreements
27 alleged herein or as may be provided by law.
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SEVENTH CAUSE OF ACTION FOR COMMON COUNT

(MONEY HAD AND RECEIVED)

(Plaintiff against All Defendants)

100. Plaintiff incorporates by reference each and every allegation of the above paragraphs as though set forth fully herein.

101. Defendants received amounts of money that were intended for Plaintiff's benefit, including without limitation, payments Plaintiff made to Defendants in connection with Defendant's Investment Opportunity.

102. Despite multiple demands by Plaintiff for the return of his money, Defendants have refused to pay back the money and continue to hold said money.

103. As a factual and legal result of Defendant's misconduct, as alleged herein and above, Plaintiff has been damaged for an amount, in excess of \$500,000.00, to be proven at the time of the trial together with the interest thereon.

104. Moreover, Plaintiff has incurred attorney's fees and costs, all of which Plaintiff is entitled to recover from Defendant in accordance with the terms of the agreements alleged herein or as may be provided by law.

EIGHTH CAUSE OF ACTION FOR UNFAIR AND DECEPTIVE

BUSINESS PRACTICES CAL. B & P § 17200, ET. SEQ.

(Plaintiff against All Defendants)

105. Plaintiff incorporates by reference each and every allegation of the above paragraphs as though set forth fully herein.

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1 106. Business and Professions Code § 17200 states, in pertinent part: “...unfair
2 competition shall mean and include any unlawful, unfair or fraudulent business
3 act or practice and unfair, deceptive, untrue or misleading advertising and any act
4 prohibited by Chapter 1 (commencing with Section 17500) of Part 3 of Division 7
5 of the Business and Professions Code” and allows an aggrieved party to seek
6 restitution and relief from the court enjoining such unfair and fraudulent acts and
7 practices.
8

9
10 107. At all times mentioned herein, Defendants engaged in “unlawful”, “unfair”,
11 and “fraudulent” business practices because its conduct was immoral, unethical,
12 oppressive, unscrupulous and substantially damaging to Plaintiff. Specifically,
13 and without limitation, the particular offensive conduct includes Defendants’
14 representations and assurances to Plaintiff that: Defendants’ Investment
15 Opportunity was safe and his investment with Defendants will only increase in
16 value as the dollar is going to lose strength causing precious metals to increase in
17 value; Defendants, particularly, defendants, Wolan and McCain, repeatedly
18 representing that Plaintiff would be purchasing precious metals from Defendants
19 at fair market value on the day of purchase; that Plaintiff would be able to sell
20 and/or Defendants would buy back any part or the whole investment of the
21 precious metals at anytime, without any penalty, for no less than the same price
22 Plaintiff purchased them; and that the precious metals would be kept by a third-
23 party on his behalf; when, in fact, Plaintiff’s investment with Defendants lost
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1 almost all of its value; Defendants refused and continues to refuse to sell or buy
2 back any of the precious metals Plaintiff bought from Defendants in connection
3 with Defendants' Investment Opportunity at the prices Plaintiff bought them from
4 Defendants.
5

6 108. At all times mentioned herein, Defendants engaged in "fraudulent" business
7 practices because members of the public are likely to be deceived as a result of
8 the conduct alleged herein and above.
9

10 109. As a factual and legal result of Defendant's misconduct, as alleged herein and
11 above, Plaintiff has been damaged for an amount, in excess of \$500,000.00, to be
12 proven at the time of the trial together with the interest thereon. Plaintiff therefore
13 seeks restitution from Defendants.
14

15 110. Defendants' conduct, as alleged herein and above, was willful and malicious
16 and without regard for the well-being of Plaintiff, thus entitling Plaintiff to an
17 award of punitive damages pursuant to Civ. Code § 3294 in excess of
18 \$7,000,000.00.
19

20 111. Moreover, Plaintiff has incurred attorney's fees and costs, all of which Plaintiff
21 is entitled to recover from Defendant in accordance with the terms of the
22 agreements alleged herein or as may be provided by law.
23

24 112. Additionally, Defendants' conduct has caused, and unless enjoined will
25 continue to cause, irreparable injury to, including harm to the public especially the
26 elderly whom, are targeted by the Defendants, for which money cannot
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adequately compensate. Plaintiff has no adequate remedy at law for these wrongs and injuries. Plaintiff is, therefore, entitled to a preliminary and permanent injunction restraining and enjoining Defendants and their agents, servants, and employees, and all persons acting thereunder, in concert with, or on their behalf, from further acts of unfair competition, including (a) engaging in additional misappropriation of others; (b) engaging in acts which would be harmful to the public, including selling products, including without limitation, Defendants' Investment Opportunity, under the same type of misrepresentations; (c) any actions which are fraudulent, including continuing to make misrepresentations to prospective customers as they had done to Plaintiff; and (d) engaging in self-dealing, including usurping opportunities.

NINTH CAUSE OF ACTION FOR VIOLATION OF PENAL CODE § 496(a)

(Plaintiff against All Defendants)

113. Plaintiff incorporates by reference each and every allegation of the above paragraphs as though set forth fully herein.

114. Penal Code § 496(a) states that "Every person who buys or receives any property that has been stolen or that has been obtained in any manner constituting theft or extortion, knowing the property to be so stolen or obtained, or who conceals, sells, withholds, or aids in concealing, selling, or withholding any property from the owner, knowing the property to be so stolen or obtained, shall

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be punished by imprisonment in a state prison, or in a county jail for not more than one year.”

115. Penal Code § 496© states that “Any person who has been injured by a violation of subdivision (a) or (b) may bring an action for three times the amount of actual damages, if any, sustained by the plaintiff, costs of suit, and reasonable attorney’s fees.”

116. As alleged herein and above, Defendants induced Plaintiff under false pretenses to use Plaintiff’s life savings and retirement funds to buy into Defendants’ Investment Opportunity and to purchase precious metals from Defendants in connection with the Investment Opportunity.

117. As alleged herein and above, defendants, Wolan and McCain, including other representatives of Defendants represented and ensured Plaintiff that Defendants’ Investment Opportunity was safe and his investment with Defendants will only increase in value as the dollar is going to lose strength causing precious metals to increase in value. Additionally, Defendants, particularly, defendants, Wolan and McCain, repeatedly represented to Plaintiff that: he would be purchasing precious metals from Defendants at fair market value on the day of purchase; that he would be able to sell and/or Defendants would buy back any part or the whole investment of the precious metals at any time, without any penalty, for no less than the same price he purchased them; and that the precious metals would be kept by a third-party on his behalf. Based on Defendants repeated representations

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1 and assurances, Plaintiff understood that Defendants’ Investment Opportunity was
2 safe, risk-free, and that he would have access to his investment funds at any time
3 if he needed money.
4

5 118. In reliance on the repeated representations and assurances by Defendants,
6 particularly, defendants, Wolan and McCain, about Defendants’ Investment
7 Opportunity, as set forth herein and above, Plaintiff agreed to purchase precious
8 metals from Defendants. To facilitate Plaintiff’s purchase of the precious metals
9 from Defendants, Plaintiff received and signed a one-page Contract from
10 Defendants in order to participate in Defendants’ Investment Opportunity, which
11 Plaintiff believed was based on Defendants’ representations and assurances to
12 Plaintiff about Defendants’ Investment Opportunity. See Exhibit “1” (i.e.,
13 Contract) attached hereto and fully incorporated herein by this reference.
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17 119. Thereafter, in August of 2017, in reasonable and justifiable reliance on the
18 aforementioned representations and assurances by the Defendants, Plaintiff
19 purchased thousands of precious metals, including coins, from Defendants.
20 Plaintiff paid Defendants, based on their invoice dated August 7, 2017, the
21 amount of \$367,530.00. Additionally, Plaintiff paid Defendants, based on their
22 invoice dated August 23, 2017, the amount of \$94,282.50. See Exhibit “2” (i.e.,
23 the two August 2017 invoices) attached hereto and fully incorporated herein by
24 this reference.
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1 120. In or around October 2017, Plaintiff received a statement from Strata Trust
2 Company which reflected the value of his investment with Defendants. To
3 Plaintiff's shock and surprise, unlike what he was promised, the value of his
4 investment with Defendants had decreased over \$211,000.00. Within about two
5 months' time, the Plaintiff's \$461,812.50 investment with Defendants had lost
6 about \$250,000.00 in value.
7
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9 121. Defendants, particularly, defendants, Wolan, McCain, and Sachs, told Plaintiff
10 that the statements from Strata Trust Company did not represent the accurate
11 value of Plaintiff's investment with the Defendants because the coins in question
12 were minted in Canada specifically for Defendants, which had a higher value than
13 Strata Trust Company was reflecting on the statements. As a result, Defendants,
14 particularly, defendants, Wolan, McCain, and Sachs, would continuously tell
15 Plaintiff that he needed to be patient, wait, and not take any action.
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18 122. Nevertheless, Plaintiff informed the Defendants of his intention to sell the
19 precious metals and for the Defendants to buy them back for the same price the
20 Plaintiff paid for them as Defendants had repeatedly promised. Defendants,
21 however, refused to do so and instead told Plaintiff that they could not repurchase
22 them for another three to five years all while continuing to represent to Plaintiff
23 that he had not lost any money because the precious metals that he bought from
24 Defendants were worth as much as he paid for them.
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123. Notwithstanding Defendants’ continuing representation that Plaintiff had not lost any money, Plaintiff continued receiving statements that showed the value of his investment kept on losing value. Ultimately, in an effort to preserve what was left of his life savings and retirement funds, Plaintiff was forced to engage others to sell his investments with Defendants because Defendants continued to refuse to sell or buy back any part of the precious metals they had sold to him. Plaintiff was only able to recover about \$158,000.00 of what Plaintiff invested with the Defendants.

124. As a factual and legal result of Defendant’s misconduct, as alleged herein and above, Plaintiff has been damaged for an amount, in excess of \$1,500,000.00, to be proven at the time of the trial together with the interest thereon.

125. Additionally, Defendants’ conduct was willful and malicious and without regard for the well-being of Plaintiff, thus entitling Plaintiff to an award of punitive damages pursuant to Civ. Code § 3294 in excess of \$7,000,000.00.

126. Moreover, Plaintiff has incurred attorney’s fees and costs, all of which Plaintiff is entitled to recover from Defendant in accordance with the terms of the agreements alleged herein or as may be provided by law (e.g., Penal Code § 496©).

TENTH CAUSE OF ACTION FOR CIVIL CONSPIRACY

(Plaintiff against All Defendants)

127. Plaintiff incorporates by reference each and every allegation of the above paragraphs as though set forth fully herein.

128. Defendants and each of them knowingly and willfully conspired and agreed among themselves to perpetrate a fraud on Plaintiff to steal his life savings and retirement funds for Defendants’ own benefit. Defendants conspired to violate Plaintiff’s rights for all the causes of action alleged in this pleading.

129. Defendants and each of them did the acts and things alleged herein and above pursuant to, and in furtherance of, the conspiracy and above-alleged conspiracy agreement.

130. As a factual and legal result of Defendant’s misconduct, as alleged herein and above, Plaintiff has been damaged for an amount, in excess of \$500,000.00, to be proven at the time of the trial together with the interest thereon.

131. Additionally, Defendants’ conduct was willful and malicious and without regard for the well-being of Plaintiff, thus entitling Plaintiff to an award of punitive damages pursuant to Civ. Code § 3294 in excess of \$7,000,000.00.

132. Moreover, Plaintiff has incurred attorney’s fees and costs, all of which Plaintiff is entitled to recover from Defendant in accordance with the terms of the agreements alleged herein or as may be provided by law.

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ELEVENTH CAUSE OF ACTION FOR RESCISSION BASED ON

UNILATERAL MISTAKE

(Plaintiff against All Defendants)

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5 133. Plaintiff incorporates by reference each and every allegation of the above
6 paragraphs as though set forth fully herein.

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8 134. Plaintiff entered into the Investment Opportunity with the Defendants based
9 upon Plaintiff's understanding of Defendant's Investment Opportunity as a stated
10 herein and above.

11
12 135. As result of Defendants' representations and assurances, as alleged herein and
13 above, Plaintiff was mistaken in believing that Defendants' Investment
14 Opportunity was safe and his investment with Defendants will only increase in
15 value as the dollar is going to lose strength causing precious metals to increase in
16 value; that Plaintiff would be purchasing precious metals from Defendants at fair
17 market value on the day of purchase; that Plaintiff would be able to sell and/or
18 Defendants would buy back any part or the whole investment of the precious
19 metals at any time, without any penalty, for no less than the same price he
20 purchased them; and that the precious metals would be kept by a third-party on
21 his behalf.

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25 136. Plaintiff's mistake was not caused by any neglect of a legal duty.

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27 137. Defendants knew of Plaintiff's mistaken belief and used Plaintiff's mistake to
28 take advantage of Plaintiff by inducing Plaintiff to enter into the Contract to buy

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1 into Defendant’s Investment Opportunity and to purchase precious metals from
2 Defendants in connection with the Investment Opportunity.

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4 138. Indeed, in August of 2017, in reasonable and justifiable reliance on the
5 aforementioned representations and assurances by the Defendants, Plaintiff
6 agreed to purchase precious metals from Defendants. To facilitate Plaintiff’s
7 purchase of the precious metals from Defendants, Plaintiff received and signed a
8 one-page Contract from Defendants in order to participate in Defendants’
9 Investment Opportunity, which Plaintiff believed was based on Defendants’
10 representations and assurances to Plaintiff about Defendants’ Investment
11 Opportunity. See Exhibit “1” (i.e., Contract) attached hereto and fully
12 incorporated herein by this reference.
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16 139. Plaintiff purchased thousands of precious metals, including coins, from
17 Defendants. Plaintiff paid Defendants, based on their invoice dated August 7,
18 2017, the amount of \$367,530.00. Additionally, Plaintiff paid Defendants, based
19 on their invoice dated August 23, 2017, the amount of \$94,282.50. See Exhibit
20 “2” (i.e., the two August 2017 invoices) attached hereto and fully incorporated
21 herein by this reference.
22
23

24 140. In or around October 2017, Plaintiff received a statement from Strata Trust
25 Company which reflected the value of his investment with Defendants. To
26 Plaintiff’s shock and surprise, unlike what he was promised, the value of his
27 investment with Defendants had decreased. Within about two months’ time,
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Plaintiff's \$461,812.50 investment with Defendants had lost about \$250,000.00 in value.

141. Defendants later claimed that the terms of Plaintiff's investment with Defendants were different than the terms of Plaintiff's mistaken belief.

142. Despite Plaintiff's notice to Defendants that the Contract was rescinded and offer to restore to Defendants the precious metals Defendants sold to him on condition that Defendants restore to Plaintiff all of the consideration Plaintiff paid to Defendants for the precious metals, Defendants refused and continues to refuse to do so.

143. Notwithstanding the aforementioned notice, Plaintiff intends service of summons of this complaint to serve as notice of rescission of the Contract and hereby offers to restore all consideration furnished by Defendants under said Contract, on condition that Defendants restore to Plaintiff the consideration furnished by Plaintiff.

144. Plaintiff will suffer irreparable and substantial harm if consideration furnished by Plaintiff, with interest thereon at the maxim legal rate from the date of rescission, is not restored, in that the consideration was Plaintiff's entire life savings.

145. Moreover, Plaintiff has incurred attorney's fees and costs, all of which Plaintiff is entitled to recover from Defendant in accordance with the terms of the agreements alleged herein or as may be provided by law.

TWELFTH CAUSE OF ACTION FOR RESCISSION
BASED ON FRAUD & FRAUDULENT INDUCEMENT

(Plaintiff against All Defendants)

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5 146. Plaintiff incorporates by reference each and every allegation of the above
6 paragraphs as though set forth fully herein.

7
8 147. As alleged herein and above, defendants, Wolan and McCain, including other
9 representatives of Defendants represented and ensured Plaintiff that Defendants'
10 Investment Opportunity was safe and his investment with Defendants will only
11 increase in value as the dollar is going to lose strength causing precious metals to
12 increase in value. Additionally, Defendants, particularly, defendants, Wolan and
13 McCain, repeatedly represented to Plaintiff that: he would be purchasing precious
14 metals from Defendants at fair market value on the day of purchase; that he would
15 be able to sell and/or Defendants would buy back any part or the whole
16 investment of the precious metals at anytime, without any penalty, for no less than
17 the same price he purchased them; and that the precious metals would be kept by
18 a third-party on his behalf. Based on Defendants repeated representations and
19 assurances, Plaintiff understood that Defendants' Investment Opportunity was
20 safe, risk-free, and that he would have access to his investment funds at any time
21 if he needed money.

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27 148. In reliance on the repeated representations and assurances by Defendants,
28 particularly, defendants, Wolan and McCain, about Defendants' Investment

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1 Opportunity, as set forth herein and above, Plaintiff agreed to purchase precious
2 metals from Defendants. To facilitate Plaintiff's purchase of the precious metals
3 from Defendants, Plaintiff received and signed a one-page Contract from
4 Defendants in order to participate in Defendants' Investment Opportunity, which
5 Plaintiff believed was based on Defendants' representations and assurances to
6 Plaintiff about Defendants' Investment Opportunity. See Exhibit "1" (i.e.,
7 Contract) attached hereto and fully incorporated herein by this reference.
8
9

10 149. Thereafter, in August of 2017, in reasonable and justifiable reliance on the
11 aforementioned representations and assurances by the Defendants, the Plaintiff
12 purchased thousands of precious metals, including coins, from Defendants.
13 Plaintiff paid Defendants, based on their invoice dated August 7, 2017, the
14 amount of \$367,530.00. Additionally, Plaintiff paid Defendants, based on their
15 invoice dated August 23, 2017, the amount of \$94,282.50. See Exhibit "2" (i.e.,
16 the two August 2017 invoices) attached hereto and fully incorporated herein by
17 this reference.
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21 150. At the time that Defendants made the aforementioned representations and
22 assurances, Defendants knew that they were false.
23

24 151. Defendants made the aforementioned representations and assurances with the
25 intention to defraud and induce Plaintiff to buy into Defendants' Investment
26 Opportunity and buy precious metals from Defendants as part of the Investment
27 Opportunity.
28

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1 152. Plaintiff reasonably and justifiably relied on Defendants’ false representations
2 and assurances.

3
4 153. Had Plaintiff known the falsity of Defendants’ representations and assurances,
5 Plaintiff would not have agreed to buy into Defendants’ Investment Opportunity
6 or buy precious metals from Defendants as part of the Investment Opportunity or
7 entered into the aforementioned Contract to effectuate the same.
8

9 154. Despite Plaintiff’s notice to Defendants that the Contract was rescinded and
10 offer to restore to Defendants the precious metals Defendants sold to him on
11 condition that Defendants restore to Plaintiff all of the consideration Plaintiff paid
12 to Defendants for the precious metals, Defendants refused and continues to refuse
13 to do so.
14

15
16 155. Notwithstanding the aforementioned notice, Plaintiff intends service of
17 summons of this complaint to serve as notice of rescission of the Contract and
18 hereby offers to restore all consideration furnished by Defendants under said
19 Contract, on condition that Defendants restore to Plaintiff the consideration
20 furnished by Plaintiff.
21

22 156. As a factual and legal result of Defendant’s misconduct, as alleged herein and
23 above, Plaintiff will suffer irreparable and substantial harm if consideration
24 furnished by Plaintiff, with interest thereon at the maxim legal rate from the date
25 of rescission, is not restored, in that the consideration was Plaintiff’s entire life
26 savings.
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1 157. Additionally, Defendants’ conduct was willful and malicious and without
2 regard for the well-being of Plaintiff, thus entitling Plaintiff to an award of
3 punitive damages pursuant to Civ. Code § 3294 in excess of \$7,000,000.00.
4

5 158. Moreover, Plaintiff has incurred attorney’s fees and costs, all of which Plaintiff
6 is entitled to recover from Defendant in accordance with the terms of the
7 agreements alleged herein or as may be provided by law.
8

9 **THIRTEENTH CAUSE OF ACTION FOR RESCISSION**

10 **BASED ON NEGLIGENT MISREPRESENTATION**

11 **(Plaintiff against All Defendants)**

12
13 159. Plaintiff incorporates by reference each and every allegation of the above
14 paragraphs as though set forth fully herein.
15

16 160. As alleged herein and above, defendants, Wolan and McCain, including other
17 representatives of Defendants represented and ensured Plaintiff that Defendants’
18 Investment Opportunity was safe and his investment with Defendants will only
19 increase in value as the dollar is going to lose strength causing precious metals to
20 increase in value. Additionally, Defendants, particularly, defendants, Wolan and
21 McCain, repeatedly represented to Plaintiff that: he would be purchasing precious
22 metals from Defendants at fair market value on the day of purchase; that he would
23 be able to sell and/or Defendants would buy back any part or the whole
24 investment of the precious metals at anytime, without any penalty, for no less than
25 the same price he purchased them; and that the precious metals would be kept by
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1 a third-party on his behalf. Based on Defendants repeated representations and
2 assurances, Plaintiff understood that Defendants’ Investment Opportunity was
3 safe, risk-free, and that he would have access to his investment funds at any time
4 if he needed money.
5

6 161. In reliance on the repeated representations and assurances by Defendants,
7 particularly, defendants, Wolan and McCain, about Defendants’ Investment
8 Opportunity, as set forth herein and above, Plaintiff agreed to purchase precious
9 metals from Defendants. To facilitate Plaintiff’s purchase of the precious metals
10 from Defendants, Plaintiff received and signed a one-page Contract from
11 Defendants in order to participate in Defendants’ Investment Opportunity, which
12 Plaintiff believed was based on Defendants’ representations and assurances to
13 Plaintiff about Defendants’ Investment Opportunity. See Exhibit “1” (i.e.,
14 Contract) attached hereto and fully incorporated herein by this reference.
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18 162. Thereafter, in August of 2017, in reasonable and justifiable reliance on the
19 aforementioned representations and assurances by the Defendants, Plaintiff
20 purchased thousands of precious metals, including coins, from Defendants.
21 Plaintiff paid Defendants, based on their invoice dated August 7, 2017, the
22 amount of \$367,530.00. Additionally, Plaintiff paid Defendants, based on their
23 invoice dated August 23, 2017, the amount of \$94,282.50. See Exhibit “2” (i.e.,
24 the two August 2017 invoices) attached hereto and fully incorporated herein by
25 this reference.
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163. Defendants' representations and assurances to Plaintiff were not true.

164. While Defendants may have believed their representations and assurances to Plaintiff were true, Defendants had no reasonable grounds for believing the representations and assurances were true when Defendants made them.

165. Defendants intended that Plaintiff rely on their representations and assurances.

166. Plaintiff reasonably and justifiably relied on Defendants' representations and assurances.

167. Had Plaintiff known the falsity of Defendants' representations and assurances, Plaintiff would not have agreed to buy into Defendants' Investment Opportunity or buy precious metals from Defendants as part of the Investment Opportunity or entered into the aforementioned Contract to effectuate the same.

168. Despite Plaintiff's notice to Defendants that the Contract was rescinded and offer to restore to Defendants the precious metals Defendants sold to him on condition that Defendants restore to Plaintiff all of the consideration Plaintiff paid to Defendants for the precious metals, Defendants refused and continues to refuse to do so.

169. Notwithstanding the aforementioned notice, Plaintiff intends service of summons of this complaint to serve as notice of rescission of the Contract and hereby offers to restore all consideration furnished by Defendants under said Contract, on condition that Defendants restore to Plaintiff the consideration furnished by Plaintiff.

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170. As a factual and legal result of Defendant’s misconduct, as alleged herein and above, Plaintiff will suffer irreparable and substantial harm if consideration furnished by Plaintiff, with interest thereon at the maxim legal rate from the date of rescission, is not restored, in that the consideration was Plaintiff’s entire life savings.

171. Moreover, Plaintiff has incurred attorney’s fees and costs, all of which Plaintiff is entitled to recover from Defendant in accordance with the terms of the agreements alleged herein or as may be provided by law.

FOURTEENTH CAUSE OF ACTION FOR RESCISSION

BASED ON LACK OF CONSIDERATION

(Plaintiff against All Defendants)

172. Plaintiff incorporates by reference each and every allegation of the above paragraphs as though set forth fully herein.

173. As a result of Defendants’ breach of contract, fraud, negligent misrepresentation, and fraudulent inducement upon Plaintiff with respect to Defendants’ Investment Opportunity, as alleged herein and above, the consideration for Plaintiffs’ obligation completely fails, thereby rendering it entirely void.

174. Despite Plaintiff’s notice to Defendants that the Contract was rescinded and offer to restore to Defendants the precious metals Defendants sold to him on condition that Defendants restore to Plaintiff all of the consideration Plaintiff paid

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to Defendants for the precious metals, Defendants refused and continues to refuse to do so.

175. Notwithstanding the aforementioned notice, Plaintiff intends service of summons of this complaint to serve as notice of rescission of the Contract and hereby offers to restore all consideration furnished by Defendants under said Contract, on condition that Defendants restore to Plaintiff the consideration furnished by Plaintiff.

176. As a factual and legal result of Defendant’s misconduct, as alleged herein and above, Plaintiff will suffer irreparable and substantial harm if consideration furnished by Plaintiff, with interest thereon at the maxim legal rate from the date of rescission, is not restored, in that the consideration was Plaintiff’s entire life savings.

177. Moreover, Plaintiff has incurred attorney’s fees and costs, all of which Plaintiff is entitled to recover from Defendant in accordance with the terms of the agreements alleged herein or as may be provided by law.

FIFTEENTH CAUSE OF ACTION FOR RESCISSION
BASED ON ILLEGALITY & PUBLIC INTEREST

(Plaintiff against All Defendants)

178. Plaintiff incorporates by reference each and every allegation of the above paragraphs as though set forth fully herein.

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179. As a result of Defendants’ financial elder abuse, unfair and deceptive business practices, and violation of Penal Code § 496(a) against Plaintiff with respect to Defendants’ Investment Opportunity, as alleged herein and above, the Contract alleged herein is unlawful and its enforcement would be prejudicial to the public interest.

180. Despite Plaintiff’s notice to Defendants that the Contract was rescinded and offer to restore to Defendants the precious metals Defendants sold to him on condition that Defendants restore to Plaintiff all of the consideration Plaintiff paid to Defendants for the precious metals, Defendants refused and continues to refuse to do so.

181. Notwithstanding the aforementioned notice, Plaintiff intends service of summons of this complaint to serve as notice of rescission of the Contract and hereby offers to restore all consideration furnished by Defendants under said Contract, on condition that Defendants restore to Plaintiff the consideration furnished by Plaintiff.

182. As a factual and legal result of Defendant’s misconduct, as alleged herein and above, Plaintiff will suffer irreparable and substantial harm if consideration furnished by Plaintiff, with interest thereon at the maxim legal rate from the date of rescission, is not restored, in that the consideration was Plaintiff’s entire life savings.

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183. Additionally, Defendants’ conduct was willful and malicious and without regard for the well-being of the Plaintiff, thus entitling Plaintiff to an award of punitive damages pursuant to Civ. Code § 3294 in excess of \$7,000,000.00.

184. Moreover, Plaintiff has incurred attorney’s fees and costs, all of which Plaintiff is entitled to recover from Defendant in accordance with the terms of the agreements alleged herein or as may be provided by law.

SIXTEENTH CAUSE OF ACTION FOR CANCELLATION OF

INSTRUMENTS (CIVIL CODE § 3412)

(Plaintiff against All Defendants)

185. Plaintiff incorporates by reference each and every allegation of the above paragraphs as though set forth fully herein.

186. As a result of Defendants’ breach of contract, fraud, negligent misrepresentation, fraudulent inducement, financial elder abuse, unfair and deceptive business practices, and violation of Penal Code § 496(a) against Plaintiff with respect to Defendants’ Investment Opportunity, as alleged herein and above, the consideration for Plaintiffs’ obligation completely fails, thereby rendering the Contract allege herein entirely void, voidable, subject to rescission, and/or otherwise invalid.

187. Plaintiff is under a reasonable apprehension that the Contract may cause serious injury to Plaintiff if left outstanding where Defendants have refused and

1 continues to refuse to sell or buy back the precious metals Plaintiff bought from
2 Defendants for the same price Plaintiff paid for them.

3
4 188. Accordingly, Plaintiff requests that the Contract be adjudged as void, voidable,
5 subject to rescission, and/or otherwise invalid and thereby ordered canceled.

6 189. Moreover, Plaintiff has incurred attorney's fees and costs, all of which Plaintiff
7 is entitled to recover from Defendant in accordance with the terms of the
8 agreements alleged herein or as may be provided by law.
9

10 **SEVENTEENTH CAUSE OF ACTION**

11 **FOR RESTITUTION (UNJUST ENRICHMENT)**

12 **(Plaintiff against All Defendants)**

13
14 190. Plaintiff incorporates herein by reference each and every allegation of the
15 above paragraphs as though set forth fully herein.
16

17 191. At all times relevant herein, Plaintiff had an ownership interest in his life
18 savings and retirement funds, including without limitation, all moneys paid to
19 Defendants in connection with Defendant's Investment Opportunity.
20

21 192. Defendants are in possession of all the money Plaintiff paid in connection with
22 Defendant's Investment Opportunity.
23

24 193. Despite multiple demands by Plaintiff for the return of his money, Defendants
25 have refused to pay back the money and continue to hold such money belonging
26 to Plaintiff.
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1 194. As result of Defendants’ failure and refusal to pay all moneys belonging to
2 Plaintiff, Defendants, at all times relevant herein, have been and continues to be
3 unjustly enriched at the expense of Plaintiff.
4

5 195. As a factual and legal result of Defendant’s misconduct, as alleged herein and
6 above, Plaintiff has been damaged for an amount, in excess of \$500,000.00, to be
7 proven at the time of the trial together with the interest thereon. Plaintiff therefore
8 seeks restitution from Defendants.
9

10 196. Moreover, Plaintiff has incurred attorney’s fees and costs, all of which Plaintiff
11 is entitled to recover from Defendant in accordance with the terms of the
12 agreements alleged herein or as may be provided by law.
13

14 **EIGHTEENTH CAUSE OF ACTION FOR ACCOUNTING**

15 **(Plaintiff against All Defendants)**

16
17 197. Plaintiff incorporates herein by reference each and every allegation of the
18 above paragraphs as though set forth fully herein.
19

20 198. As alleged herein and above, defendants, Wolan and McCain, including other
21 representatives of Defendants represented and ensured Plaintiff that Defendants’
22 Investment Opportunity was safe and his investment with Defendants will only
23 increase in value as the dollar is going to lose strength causing precious metals to
24 increase in value. Additionally, Defendants, particularly, defendants, Wolan and
25 McCain, repeatedly represented to Plaintiff that: he would be purchasing precious
26 metals from Defendants at fair market value on the day of purchase; that he would
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1 be able to sell and/or Defendants would buy back any part or the whole
2 investment of the precious metals at anytime, without any penalty, for no less than
3 the same price he purchased them; and that the precious metals would be kept by
4 a third-party on his behalf. Based on Defendants repeated representations and
5 assurances, Plaintiff understood that Defendants’ Investment Opportunity was
6 safe, risk-free, and that he would have access to his investment funds at any time
7 if he needed money.
8

9
10 199. In reliance on the repeated representations and assurances by Defendants,
11 particularly, defendants, Wolan and McCain, about Defendants’ Investment
12 Opportunity, as set forth herein and above, Plaintiff agreed to purchase precious
13 metals from Defendants. To facilitate Plaintiff’s purchase of the precious metals
14 from Defendants, Plaintiff received and signed a one-page Contract from
15 Defendants in order to participate in Defendants’ Investment Opportunity, which
16 Plaintiff believed was based on Defendants’ representations and assurances to
17 Plaintiff about Defendants’ Investment Opportunity. See Exhibit “1” (i.e.,
18 Contract) attached hereto and fully incorporated herein by this reference.
19
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21

22 200. Thereafter, in August of 2017, in reasonable and justifiable reliance on the
23 aforementioned representations and assurances by the Defendants, the Plaintiff
24 purchased thousands of precious metals, including coins, from Defendants.
25 Plaintiff paid Defendants, based on their invoice dated August 7, 2017, the
26 amount of \$367,530.00. Additionally, Plaintiff paid Defendants, based on their
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invoice dated August 23, 2017, the amount of \$94,282.50. See Exhibit “2” (i.e., the two August 2017 invoices) attached hereto and fully incorporated herein by this reference.

201. In or around October 2017, Plaintiff received a statement from Strata Trust Company which reflected the value of his investment with Defendants. To Plaintiff’s shock and surprise, unlike what he was promised, the value of his investment with Defendants had decreased over \$211,000.00. Within about two months’ time, Plaintiff’s \$461,812.50 investment with Defendants had lost about \$250,000.00 in value.

202. In light of that, Plaintiff informed the Defendants of his intention to sell the precious metals and for the Defendants to buy them back for the same price Plaintiff paid for them as Defendants had repeatedly promised. Defendants, however, refused to do so and instead told Plaintiff that they could not repurchase them for another three to five years all while continuing to represent to Plaintiff that he had not lost any money because the precious metals that he bought from Defendants were worth as much as he paid for them.

203. Accordingly, Plaintiff demands an accounting of all payments received by Defendants pursuant to the Contract in connection with the aforementioned Investment Opportunity.

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1 204. Moreover, Plaintiff has incurred attorney’s fees and costs, all of which Plaintiff
2 is entitled to recover from Defendant in accordance with the terms of the
3 agreements alleged herein or as may be provided by law.
4

5 **NINETEENTH CAUSE OF ACTION FOR CIVIL RICO – SECTION 1962©**

6 **(Plaintiff against All Defendants)**

7
8 205. Plaintiff incorporates herein by reference each and every allegation of the
9 above paragraphs as though set forth fully herein.

10 206. Corporate Defendants, including defendants, Wolan, McCain, and Sachs
11 (collectively, “RICO Defendants”), comprises an enterprise that is engaged in and
12 whose activities affect interstate commerce. The RICO Defendants are employed
13 by or associated with the enterprise.
14

15 207. RICO Defendants agreed to and did conduct and participate in the conduct of
16 the enterprise’s affairs through a pattern of racketeering activity and for the
17 unlawful purpose of intentionally defrauding Plaintiff.
18

19 208. Pursuant to and in furtherance of their fraudulent scheme, RICO Defendants
20 committed the following multiple related acts: RICO Defendants repeatedly
21 represented and assured Plaintiff that: the Investment Opportunity was safe and
22 had no risk of losing money; the Investment Opportunity was safe and his
23 investment with Defendants will only increase in value as the dollar is going to
24 lose strength causing precious metals to increase in value; Plaintiff would be
25 purchasing precious metals from the RICO Defendants at fair market value on the
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1 day of purchase; that Plaintiff would be able to sell and/or RICO Defendants
2 would buy back any part or the whole investment of the precious metals at any
3 time, without any penalty, for no less than the same price Plaintiff purchased
4 them; and that the precious metals would be kept by a third-party on his behalf;
5 when, in fact, Plaintiff's investment with RICO Defendants lost almost all of its
6 value; the RICO Defendants refused and continue to refuse to sell or buy back any
7 of the precious metals Plaintiff bought from RICO Defendants in connection with
8 the Investment Opportunity at the prices Plaintiff bought them from the RICO
9 Defendants.
10

11
12
13 209. The acts set forth above constitute a pattern of racketeering activity pursuant to
14 18 U.S.C. § 1961(5).

15
16 210. The RICO Defendant(s) have directly and indirectly conducted and
17 participated in the conduct of the enterprise's affairs through the pattern of
18 racketeering and activity described above, in violation of 18 U.S.C. § 1962©.

19
20 211. As a factual and legal result of RICO Defendants' racketeering activities and
21 violations of 18 U.S.C. § 1962©, as alleged herein and above, Plaintiff has been
22 damaged for an amount, including treble damages pursuant to 18 U.S.C. § 1964©,
23 in excess of \$2,000,000.00, to be proven at the time of the trial together with the
24 interest thereon.
25

26 212. Moreover, Plaintiff has incurred attorney's fees and costs, all of which Plaintiff
27 is entitled to recover from RICO Defendant in accordance with the terms of the
28

1 agreements alleged herein or as may be provided by law (e.g., 18 U.S.C. §
2 1964©).

3
4 **TWENTIETH CAUSE OF ACTION FOR CIVIL RICO – SECTION 1962(d)**

5 **(Plaintiff against All Defendants)**

6 213. Plaintiff incorporates herein by reference each and every allegation of the
7 above paragraphs as though set forth fully herein.

8
9 214. As set forth above, the RICO Defendants agreed and conspired to violate 18
10 U.S.C. § 1962©. Specifically, Defendants have intentionally conspired and agreed
11 to conduct and participate in the conduct of the affairs of the enterprise through a
12 pattern of racketeering activity to perpetrate a fraud on Plaintiff to steal his life
13 savings and retirement funds for the RICO Defendants’ own benefit.

14
15
16 215. The RICO Defendants knew that their predicate acts were part of a pattern of
17 racketeering activity and agreed to the commission of those acts to further the
18 schemes described above. That conduct constitutes a conspiracy to violate 18
19 U.S.C. § 1962©, in violation of 18 U.S.C. § 1962(d).

20
21 216. As a factual and legal result of RICO Defendants’ conspiracy, the overt acts
22 taken in furtherance of that conspiracy, and violations of 18 U.S.C. § 1962(d), as
23 alleged herein and above, Plaintiff has been damaged for an amount, including
24 treble damages pursuant to 18 U.S.C. § 1964©, in excess of \$2,000,000, to be
25 proven at the time of the trial together with the interest thereon.
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1 217. Moreover, Plaintiff has incurred attorney’s fees and costs, all of which Plaintiff
2 is entitled to recover from RICO Defendant in accordance with the terms of the
3 agreements alleged herein or as may be provided by law (e.g., 18 U.S.C. §
4 1964©).

5
6 **PRAYER FOR RELIEF**

7
8 WHEREFORE, Plaintiff prays for relief as follows:

- 9 1. That Plaintiff is awarded judgment in this action;
- 10 2. That Plaintiff is awarded compensatory damages, including general damages,
11 special damages, statutory damages, punitive or treble damages, and such other
12 relief as provided by agreement or statutes cited herein and above;
- 13 3. That Plaintiff is awarded compensatory damages, including general damages,
14 special damages, statutory damages, treble damages, and such other relief as
15 provided by the civil RICO remedies cited herein and above;
- 16 4. Pre-judgment and post-judgment interest on such monetary relief;
- 17 5. Equitable relief in the form of an injunction prohibiting the misconduct
18 described herein and above against Plaintiff and all those similarly situated to
19 the extent allowed by law;
- 20 6. Declaratory relief determining the rights and obligations of the parties on any
21 contract that may exist among the parties; a determination that the alleged
22 Agreement of Defendants is null and void; a declaration that only the one page
23 Plaintiff signed is the Contract; that the subsequent pages of the Agreement
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were never a part of the Agreement; that the arbitration provision of the alleged agreement was not agreed to by the Plaintiff, is not applicable, and is null and void; that the Plaintiff never agreed to anything beyond the first page, or alternatively the front and back, as right above the signature of Plaintiff it is stated that the Plaintiff is agreeing only “to the terms set forth on the front and back of this Agreement[.]”; prohibiting the misconduct described herein and above;

- 7. The recession of the agreement and all relevant documents for reasons stated above;
- 8. For constructive trust over the funds of Plaintiff and all those funds made using the funds of the Plaintiff to the extent allowed by law;
- 9. An accounting as described herein and above;
- 10. That Plaintiff is awarded reasonable attorney fees;
- 11. That Plaintiff is awarded costs of suit incurred herein; and
- 12. For such other and further relief as the court may deem just and proper.

DEMAND FOR JURY TRIAL

Plaintiff demands a jury trial on all issues which can be tried by a jury.

DATED: September 16, 2019

KERENDIAN & ASSOCIATES, INC.



By: Shab D. Kerendian, Esq.,
Edrin Shamtab, Esq.,
Counsel for Plaintiff.