

1 2 3 4 5 6 7 8 9 10	Michael L. Schrag (SBN 185832) Linda Lam (SBN 301461) GIBBS LAW GROUP LLP 505 14th Street, Suite 1110 Oakland, California 94612 Telephone: (510) 350-9700 Facsimile: (510) 350-9701 mls@classlawgroup.com lpl@classlawgroup.com Scott L. Silver SILVER LAW GROUP 11780 W. Sample Road Coral Springs, Florida 33065 Telephone: (954) 755-4799 Facsimile: (954) 755-4684 ssilver@silverlaw.com	JUL O 2 2020 JAMES M. KIM. COURT Executive Officer MARIN COUNTY SUPERIOR COURT By: W. Simmons, Deputy	
11	Counsel for Plaintiff and Proposed Class		
12 13		SUPERIOR COURT OF THE STATE OF CALIFORNIA IN AND FOR MARIN COUNTY	
14 15	Susan Aiken, individually and on behalf of all others similarly situated.	Case No. CN 2001560	
16	Plaintiff,	CLASS ACTION COMPLAINT	
17			
18	V.	DEMAND FOR JURY TRIAL	
19	Professional Financial Investors, Inc., a California corporation; Professional Investors		
20	Security Fund Inc., a California corporation; Lewis Wallach; and Charlene Albanese.		
21	personal representative of the Estate of Kenneth J. Casey, deceased,		
22			
23	Defendants.		
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		-]- CLASS ACTION COMPLAINT	
	Professional Financial	Investors Class Action Lawsuit	

I. **INTRODUCTION**

Professional Financial Investors, Inc. (PFI) is a California-based real estate firm that 2 1. raised millions of dollars from small or retail investors for purported real estate deals. Professional Investors Security Fund, Inc. (PISF) is PFI's primary fund, used to borrow or raise money from investors. Founded in the early 1980's, PFI created a web of legal entities that lured individuals to invest in apartment and commercial buildings in and around Marin County. PFI generally promised investors distributions that would come from rental income and, for some investors, profits from the 7 8 eventual sale of the properties. By PFI's own admission, the SEC is currently investigating PFI, all of 9 its officers have resigned, a Chief Restructuring Officer has been hired, interest payments to investors have been halted, and a cloud of questionable conduct hangs over the company. 10

11 2. PFI and PISF raised hundreds of millions of dollars from investors over the years, creating at least four categories of investors including: (1) members of various limited liability 12 companies; (2) lenders, secured by deeds of trusts on properties held by various limited partnerships; 13 14 (3) lenders, secured by deeds of trust on various properties owned solely by PFI; and (4) lenders to PISF, who were provided collateral in the form of the interests held by PISF in various limited 15 partnerships. This class action seeks relief for all of these investors. 16

17 3. The investors were sold contracts in violation of California and federal securities laws. Although some of the investments were characterized as contracts or notes, these investments are 18 19 securities and must be registered with the SEC and/or the state of California or qualify for an exemption. An investment contract exists if there is: (a) an investment of money, (b) in a common 20enterprise, (c) with the expectation of profits derived solely from the efforts of others. Traditionally, 21 22 many private real estate deals qualify for an exemption under 17 C.F.R. §230.506, titled "Exemption 23 for limited offers and sales without regard to dollar amount of offering." However, in the instant matter, 24 Defendants did not apply for, nor would they qualify for, an exemption from the SEC or California 25 registration requirements.

PFI borrowed or raised money from investors in several different but substantially 4. 26 similar methods, promising Plaintiff and class members that money would be repaid through the 27 successful operation, maintenance, and liquidation of real estate owned or controlled by Defendants. At 28

times, PFI promised investors equity in specific properties it owned directly or as the managing partner
of an LLC. Or, many investors were sold an investment vehicle called a "Contract for Collateral
Related to Straight Note" ("Contract") which allowed investors to participate in PFI's real estate
projects without participating in any specific deal. The borrower on the Contract was PISF, and the
Contract allowed investors to share in profits from the rental and ultimate sale of the properties
managed and owned by Defendants.

5. This action is brought on behalf of all investors who were lenders to PFI, PISF, or a
related entity, or who invested in an LLC managed or organized by PFI, PISF, or a related entity and
were promised that their investments were collateralized by real estate in the name of PFI, PISF, or in
an entity in which PFI had an equity interest.

Investors were assured that investments were collateralized by various properties.
 However, PFI's records often fail to match Marin County records. The Marin County records
 frequently reflect PFI as the sole owner of the properties which PFI claimed was in the name of other
 LLCs. Marin County records combined with other information also reveals that Defendants comingled
 the assets and financials of PFI and PISF -- leaving Plaintiff incapable of knowing whether collateral
 exists to fully repay her loan or what specific rights she has to any specific collateral.

17 7. The president and principal of PFI and PISF was Ken Casey, an accountant by profession who pled guilty tax fraud before forming PFI. Casey passed away in May 2020, opening a 18 19 Pandora's box relating to his business empire. PFI and PISF subsequently hired a Marin County law firm to assist "with the transition of ownership of the two companies." The law firm reportedly 2021 commenced an audit of PFI-PISF, and wrote an initial letter to investors on June 4, 2020 stating, in 22 part, "it became apparent that there existed legitimate questions involving the structure and investment history of Mr. Casey's companies." The law firm reported that it approached the SEC and asked the 23 SEC to conduct a fact-finding inquiry into Casey and his companies' real estate investments. The SEC 24 25 investigation is reportedly ongoing.

26 8. Lewis Wallach was Casey's business partner and held various high-level positions at
27 PFI and/or PISF, including as CEO of PFI until June 25, 2020.

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9. As of June 25, 2020, Charlene Albanese became PFI's sole officer and director.
 Albanese was Casey's wife and a director at PFI during relevant times herein.

- 3 10. Ten days after the initial letter to investors after Casey's death, on June 14, 2020, PFI
 4 announced it hired a chief restructuring officer for PFI and PISF. Also, all prior PFI-PISF corporate
 5 officers agreed to immediately resign. However, upon information and belief, Albanese is now the
 6 primary owner and decisionmaker for PFI and PISF.
- 7 11. As of June 2020, payments to PISF's investors have been suspended with no indication
 8 as to whether or when they will resume or whether any investors will receive a return of their principal.

9 12. Plaintiff therefore brings this action on behalf of herself and a class of investors harmed
10 by PFI-PISF and its principals' conduct. Plaintiff seeks all available remedies, including rescission of
11 her investment for herself and the class.

II. JURISDICTION AND VENUE

13 13. This Court has jurisdiction over this action pursuant to Article 6, § 10 of the California
14 Constitution and California Code of Civil Procedure § 410.10.

14. This Court may exercise jurisdiction over PFI and PISF because these entities are
registered to conduct business in California and maintain their headquarters in California. All
Defendants have sufficient minimum contacts in California and intentionally avail themselves of the
markets within California through the sale and marketing of their investment vehicles, thus rendering
the exercise of jurisdiction by this Court proper and necessary.

15. Venue is proper in this Court pursuant to Cal. Civ. Proc. Code § 395(a) because
Plaintiff's injuries occurred within this County, Defendants transact business in this County, and the
events complained of occurred in this County. Defendants reside in the State of California and are
within the jurisdiction of this Court for purposes of service of process.

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III. PARTIES

16. Plaintiff Susan Aiken is an individual who currently, and during the relevant period,
resides in California. Aiken invested in Professional Investors Security Fund, Inc. for the benefit of
herself and the Susan H. Aiken Trust U/A 7/6/09.

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17. Defendant Professional Financial Investors, Inc. is a California corporation with its 1 principal place of business in Novato, California. 2

3 18. Defendant Professional Investors Security Fund, Inc. is a California corporation with its principal place of business in Novato, California. 4

19. Lewis Wallach is an individual who resides in Marin County and served as an officer 5 and/or director of PFI and PISF. 6

20. Charlene Albanese is the personal representative of the Estate of Kenneth Casey. Casey 8 was an officer and/or director of PFI and PISF, and lived in Marin County.

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IV. **GENERAL FACTUAL ALLEGATIONS**

PFI-PISF's Offerings A.

21. PFI has been in the business of selling investments in residential and commercial real estate since the 1980's. PFI touts itself as "the industry leader in multi-family and commercial real estate investment and management specializing in the Marin and Sonoma County real estate markets."

14 22. In marketing materials from 2019, PFI stated that it "owns, manages and invests in 15 approximately \$460 million of Marin County and southern Sonoma properties." Before its website was 16 taken down in June 2020, PFI stated online that it managed nearly 600,000 square feet of commercial warehouse and office space, and close to 1,000 apartments in Marin and Sonoma County. The company 17 also said in marketing materials that it employs a management staff of around 50 people and that it was 18 19 continuing to grow. PFI promoted itself as a local company using plain English (but factually false) offering documents, promoting these investments to retail investors without consideration for whether 20an investor was accredited or not. 21

22 23. Since its start, Ken Casey was the president of PISF and the principal of PFI. Casey was a prominent Marin businessman and real estate owner. A Marin County Supervisor referred to him as 23 24 "the largest commercial property owner in the county." But Casey also had a checkered past; he pled 25 guilty to several felonies in the 1990s, including bank fraud, tax evasion, and conspiracy to defraud the United States. 26

27 24. Lewis Wallach eventually became the president of PFI and served as a principal of PISF. Like Casey, Wallach is well-known for his real estate ventures in Marin. Wallach and Casey were 28

business partners who jointly operated the corporate Defendants. Wallach's wife, Leslie Wallach, was
 PFI's chief financial officer. In 2018, the Wallachs purchased Judy Garland's former beach house in
 Malibu for \$3.545 million, demonstrating their alleged success in real estate investing.

4 25. Investors were told that their investments and loans would be used to purchase a
5 commercial or residential building. The investors who purchased loan contracts would receive high
6 interest rate payments each month, until the principal is paid back to her by a date certain. LLC
7 investors purchased equity positions in special purpose entities used to buy commercial and residential
8 real estate.

9 26. Over the past few decades, PFI-PISF has lured over 1,000 investors into contributing
10 capital to its enterprises. While some or most investors were receiving their promised cash
11 distributions, distributions to investors stopped after Casey's death in May 2020.

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B.

PFI-PISF Investments Were Required to Be Registered

13 27. The investments PFI and PISF sold constitute "securities" that cannot be offered or sold
14 without registration under federal and state blue sky laws.

28. California Corp. Code § 25110 prohibits the offer or sale by any person in California of
securities that are not qualified through registration. California Corp. Code § 25503 affords a statutory
cause of action to victimized investors for violations of Section 25110. California Corp. Code §
25504.1 also extends liability under Section 25503 to any person who materially assists in a violation of
Section 25110 with an intent to deceive or defraud, and states that such person is jointly and severally
liable with any other person liable under Section 25503.

21 29. California law also required PFI-PISF investments to be registered as securities or
22 qualify for an exemption. Their contracts, notes, and other investment vehicles were not exempt from
23 registration under Rule 506 and, at no time did PFI or PFIS seek to avail itself of any exemption under
24 the securities laws.

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C.

Plaintiff's Individual Experience

30. This case involves a California-based company raising money primarily from California
residents and investing primarily in California real estate. Marin County is the epicenter of this case.

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31. Plaintiff Susan Aiken learned of PFI-PISF through her financial advisor, who received a
 referral fee from PFI-PSIF.

3 32. In April 2004, Aiken made an initial investment of \$160,000 in Professional Investors
4 Security Fund XIV. Aiken was one of several lenders who received a promissory note secured by a
5 Deed of Trust on an apartment building in Novato, CA. The borrower was Professional Investors
6 Security Fund XIV and the note was signed by Wallach on behalf of this entity. PFI is the trustee on the
7 Deed of Trust.

33. Aiken was supposed to receive an interest rate of 10.5% (payable monthly) for four
years and five months, at which point she would receive a return of her principal. Aiken was told that
she would share ownership in apartments with other investors in Professional Investors Security Fund
XIV, as well as PFI itself. Aiken, however, did not receive the return of her principal.

34. Instead, in June 2015, Aiken received a straight note, also described as a Collateralized
Note Investment, stating that she would be paid an interest rate of 10% each month on her \$160,000
investment, with the principal due on June 15, 2020. The Contract for Collateral Related to Straight
Note lists PISF as the borrower and lists ten different Professional Investor Security Funds as the
collateral. However, many of the assets listed as collateral appear to be owned directly by PFI and not
individual LLC's.

18 35. Aiken continued receiving her monthly interest payments until June 2020, after Casey's
19 death. She did not receive her principal on June 15, 2020.

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D.

Plaintiff and Class Members Informed That They Will Not Receive Scheduled Distributions

36. Instead, Plaintiff received a series of letters that Ragghianti Freitas LLP, a Marin County
law firm, sent to all PFI-PISF investors. The first letter, dated June 4, 2020, indicated that Ragghianti
was retained by PFI and PISF "to assist with the transition of ownership of the two companies" after
Casey's death. The firm commenced an audit of PFI-PISF and saw "legitimate questions involving the
structure and investment history of Mr. Casey's companies." Therefore, the firm voluntarily
approached the SEC and asked the SEC to conduct a fact-finding inquiry into Casey and his companies.
The letter indicated that the investigation is ongoing.

37. 1 A second letter from Ragghianti to all PIF-PISF investors, dated June 7, 2020, stated that 2 it's possible each type of investment in PFI-PISF will be affected by the investigation. The letter also stated that "payments to all noteholders are suspended" (including those with notes like Aiken's) and 3 the firm does not know how long that suspension will last. And noteholders will be unable to withdraw 4 their investments (i.e. request payoff of notes) indefinitely. 5

38. 6 A third letter from Ragghianti to investors, dated June 14, 2020, announced that 7 Michael Hogan of Armanino LLP (an accounting and consulting firm based in California) would begin 8 to serve as chief restructuring officer of PFI and PISF. Hogan's duties would include "leading 9 forbearance and restructuring arrangements" and "working in collaboration with government agencies 10 as required in their fact finding."

39. 11 This last letter also stated that Ragghianti had asked each PFI corporate officer to immediately resign as Hogan assumes his new role, and that each officer had agreed to do so. However, 12 on June 25, 2020, PFI's corporate registration with the state of California was amended to make 13 Charlene Albanese PFI's sole officer and director. 14

15 40. On June 28, 2020, Hogan wrote a letter to PFI investors explaining that he 16 independently verified that "PFI and PISF have engaged in serious misconduct over the nearly three 17 decades immediately prior to Mr. Casey's death." He also stated that his investigation would take 60 to 90 days, after which he hoped to have "a comprehensive plan that addresses all investment types and 18 19 entities." However, Hogan was hired by Albanese and it is unclear why she was made PFI's sole officer 20 and director or whether PFI intends to investigate whether she engaged in any prior misconduct.

41. Aiken has not received any other information from PFI-PISF (or anyone else) on 22 whether she will ever receive a return of her principal.

V. **TENDER**

24 42. Conditioned upon the receipt of the rescissionary relief afforded under the California Securities Act, Plaintiff tenders her PFI-PISF investment to Defendants. 25

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VI. **CLASS ALLEGATIONS**

43. Pursuant to Code of Civil Procedure § 382, Plaintiff brings her claims on behalf of 27 herself and the following nationwide and state classes: 28

1	<u>The Nationwide Class</u> : All persons who invested in a PFI or PISF investment vehicle and became (1) Lenders, secured by deeds of trusts on properties held by	
2	various limited partnerships; (2) Lenders, secured by deeds of trust on various properties owned solely by PFI; (3) Lenders to PISF, who were provided	
3 4	collateral in the form of the interests held by PISF in various limited partnerships, whose principal has not been repaid; or (4) members of various LLCs created by Defendants.	
5	The California Class: All persons residing in California	
6	who invested in a PFI or PISF investment vehicle and became (1) Lenders,	
7	secured by deeds of trusts on properties held by various limited partnerships; (2) Lenders, secured by deeds of trust on various properties owned solely by PFI; (3)	
8	Lenders to PISF, who were provided collateral in the form of the interests held by PISF in various limited partnerships, whose principal has not been repaid; or	
9	(4) members of various LLCs created by Defendants.	
10	(collectively, "the Classes"). Excluded from the Classes are Defendants and their officers, directors,	
11		
12	44. Plaintiff reserves the right to modify or amend these Class definitions before the Court	
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14	45. <u>Numerosity</u> . The Class is so numerous that joinder of all members is impractical. Upon	
15	5 information and belief, PFI-PISF sold unregistered securities to over 1,000 individuals.	
16	46. <u>Commonality</u> . There are questions of law and fact common to the Class, which	
17	predominate over any questions affecting only individual Class members. These common questions of	
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19	a. Whether Defendants violated the California Securities Act;	
20	b. Whether the investments Defendants sold were exempt from registration;	
21	c. Whether Defendants engaged in negligent misrepresentations concerning PFI-PISF	
22	investments;	
23	d. Whether Defendants breached their fiduciary duties to Plaintiff and the Classes;	
24	e. Whether Plaintiff and Class members are entitled to rescissionary relief, damages, or	
25	other forms of relief available under the California Securities Act.	
26	47. <u>Typicality</u> . Plaintiff's claims are typical of those of other Class members because each	
27	seeks to recover for injuries caused by the misconduct alleged herein. Plaintiff is advancing the same	
28	legal theories on behalf of herself and all members of the Classes.	

members of th 49.	e Classes. Plaintiff's counsel are competent and experienced in litigating class actions.
49.	
	Superiority. A class action is superior to other available methods for the fair and
efficient adjud	lication of this controversy, since joinder of all Class members is impractical. There is
little economie	c incentive for Class members to individually prosecute claims. Further, the adjudication
of this controversy through a class action will avoid the possibility of inconsistent and potentially	
conflicting adjudication of the asserted claims. There will be no difficulty in the management of this	
action as a class action.	
VII. CAUSES OF ACTION	
	FIRST CLAIM FOR RELIEF
	California Statutory Securities Fraud Against All Defendants
50.	Plaintiff realleges and incorporates by reference paragraphs 1 through 49 as if set forth in
full herein.	
51.	The investments PFI-PISF sold to Plaintiff are securities under Cal. Corp. Code § 25019.
52.	In connection with the offer and sale of the securities, PFI-PISF and their principals
directly or ind	irectly made untrue statements of material fact, and omitted to state material facts necessary
in order to ma	ake the statements made, in light of the circumstances under which they were made, not
misleading, in	violation of Cal. Corp. Code § 25401. Such statements and omissions included:
a.	Defendants created the implication that investments in PFI-PISF need not be registered
	under federal or state securities laws when in fact they were required to be registered;
b.	Defendants represented that there was adequate collateral to satisfy the loans when in fact
	the loans were substantially undercollateralized;
с.	Defendants represented that the collateral was owned/held by particular entities when, in
	fact, to the extent there was collateral, it was commingled among Defendants and various
	other entities; and
d.	Defendants represented that investors' money would be allocated to specific projects
	rather than commingled among Defendants and various other entities.
	of this controv conflicting ady action as a cla 50. full herein. 51. 52. directly or ind in order to ma misleading, in a. b. c.

1	53.	Wallach and Casey are jointly and severally liable as control persons of PFI/PISF pursuant			
2	to Cal Corp Code § 25504. At all material times, Wallach and Casey had the legal authority to control				
3	the actions of PFI/PISF and their employees.				
4	54.	Defendants are jointly and severally liable under Cal. Corp. Code § 25504.1 as they each			
5	materially aided in the acts constituting the securities fraud violations with the intent to deceive or defraud				
6	Plaintiff.				
7	55.	The securities fraud herein damaged Plaintiff and caused her losses.			
8	56.	As a consequence of their violation of California securities law, Defendants are jointly			
9	and severally	y liable for rescissionary damages and interest at the legal rate, pursuant to Cal. Corp. Code			
10	§ 25501 and costs.				
11		SECOND CLAIM FOR RELIEF			
12		Sale of Unregistered Securities, Cal. Corp. Code § 25110 Against All Defendants			
13	57.	Plaintiff realleges and incorporates by reference paragraphs 1 through 49 as if set forth in			
14	full herein.				
15	58.	Defendants offered and/or sold securities in the form of promissory notes within or from			
16	the State of California.				
17	59.	The securities were not registered or exempt from registration. Accordingly, their offer			
18	and sale in C	California was unlawful under Cal. Corp. Code § 25110.			
19	60.	As a consequence of their sale of unregistered securities, Defendants are liable, jointly and			
20	severally, fo	r rescissionary damages and interest at the legal rate, pursuant to Cal. Corp. Code § 25503,			
21	and costs.				
22		THIRD CLAIM FOR RELIEF			
23		Breach of Fiduciary Duty Against All Defendants			
24	61.	Plaintiff realleges and incorporates by reference paragraphs 1 through 49 as if set forth in			
25	full herein.				
26	62.	Defendants acted as principals, advisors and or the general manager in the sale of			
27	unregistered	securities to the Plaintiff and the Classes.			
28					
		Professional Financial Investor			

1	63.	As an investment advisor, financial advisor, general manager and/or unlicensed broker,
2	Defendants owe a common law fiduciary duty to Plaintiff and to the Classes as follows:	
3		a. the duty of honesty and candor;
4		b. the duty to act in the investors best interest;
5		c. the duty to inform the customer of the risks involved in purchasing or selling a
6		particular security;
7		d. the duty to refrain from self-dealing;
8		e. the duty not to misrepresent any material fact to the transaction; and
9	64.	Defendants are vicariously liable for the acts of their officers who acted as their actual or
10	apparent agen	ts.
11	65.	The breaches of fiduciary duties caused damages to Plaintiff and the Classes.
12		FOURTH CLAIM FOR RELIEF
13		Negligent Misrepresentation Against All Defendants
14	66.	Plaintiff realleges and incorporates by reference paragraphs 1 through 49 as if set forth in
15	full herein.	
16	67.	Defendants, in the course of their business and as part of transactions in which they had a
17	pecuniary inte	erest, misrepresented or omitted material facts in purporting to supply information to
18	Plaintiff for guidance in purchasing the promissory notes. Such misrepresentations and omissions	
19	included:	
20	a.	Defendants created the implication that the investments in PFI-PISF need not be registered
21		under federal or state securities laws when in fact they were required to be registered;
22	b.	Defendants represented that there was adequate collateral to satisfy the loans when in fact
23		the loans were substantially undercollateralized;
24	с.	Defendants represented that the collateral was owned/held by particular entities when, in
25		fact, to the extent there was collateral, it was commingled among Defendants and various
26		other entities; and
27	d.	Defendants represented that investors' money would be allocated to specific projects
28		rather than commingled among Defendants and various other entities.

1	68. Defendants intended that Plaintiff rely on the information and provided it for that purpose.	
2	69. Defendants failed to exercise reasonable care or competence in obtaining and	
3	communicating the misrepresented or and/or omitted facts to Plaintiff.	
4	70. Plaintiff justifiably relied upon Defendants' misrepresentations and omissions in entering	
5	into the promissory notes.	
6	71. As a direct and proximate result of Defendants' misrepresentations and omissions, and	
7	Plaintiff's reliance thereon, Plaintiff suffered direct and consequential losses.	
8	72. Defendants' actions were so reckless or wanting in care that they constitute a conscious	
9	disregard or indifference to the rights of the Plaintiff. Thus, Plaintiff is entitled to an award of punitive	
10	damages.	
11	73. As a consequence of its negligent misrepresentations, Defendants are liable for actual	
12	damages, in an amount to be proven at trial, punitive damages, the costs of collection, litigation expenses,	
13	and recoverable costs, and pre- and post-judgement interest at the maximum prevailing statutory rate.	
14	FIFTH CLAIM FOR RELIEF	
15	Breach of Contract Against PISF	
16	74. Plaintiff realleges and incorporates by reference paragraphs 1 through 49 as if set forth in	
17	full herein.	
18	75. In connection with their investments, Plaintiff and each member of the Classes entered	
19	into a Straight Note with PISF, an LLC operating agreement (and related agreements), or other investment	
20	contracts under which Defendants would pay monthly interest payments with the principal due on a	
21	specified date.	
22	76. Plaintiff has performed all of the conditions, covenants, and promises required on her part	
23	to be performed in accordance with the terms and conditions of the promissory notes and other	
24	agreements	
25	77. Defendants have failed and/or refused to perform their obligations in full accordance with	
26	the terms and conditions of the notes and other agreements.	
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78. Defendants breached the Straight Note by ceasing to pay monthly interest payments and/or
 failing to return each class member's principal under the terms and conditions of the notes and other
 agreements.
 79. As a direct and proximate result of Defendants' material breach of the notes and other
 agreements, Plaintiff suffered damages.

80. By reason of the foregoing, Plaintiff and the Classes are entitled to a judgment awarding
them compensatory damages in an amount to be determined at the trial of this action, together with
interest at the maximum allowable rate.

VIII. PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually and on behalf of the Classes, prays for an order and judgment against Defendants as follows:

- a. certifying the Classes as set forth in this Complaint, and appointing Plaintiff asClass Representative for these Classes and her counsel as Class Counsel
 - b. enjoining Defendants from further violations of their legal and fiduciary duties;
 - c. awarding Plaintiff and the Classes rescission;

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- d. awarding Plaintiff and the Classes restitution with interest at the legal rate;
- e. awarding Plaintiff and the Classes monetary damages and interest at the legal rate;
- f. awarding Plaintiff and the Classes the costs and disbursements of this action,
 including reasonable attorney's fees, costs and expenses in amounts to be
 determined by the Court;
 - g. awarding Plaintiff and the Classes disgorgement of any profits Defendants
 earned as a result of their fiduciary breach or other misconduct;
 - h. awarding pre- and post-judgment interest; and
 - i. granting such other and further relief as is just and proper.

IX. REQUEST FOR JURY TRIAL

Plaintiff hereby requests a trial by jury on all issues.

Dated: July 2, 2020

MUM LBann

GIBBS LAW GROUP LLP Michael L. Schrag (SBN 185832) Linda Lam (SBN 301461) 505 14th Street, Suite 1110 Oakland, California 94612 Telephone: 510-350-9700 Facsimile: 510-350-9701 mls@classlawgroup.com lpl@classlawgroup.com

SILVER LAW GROUP

Scott L. Silver (Fla Bar No. 095631) 11780 W. Sample Road Coral Springs, FL 33065 Telephone: 954-755-4799 Facsimile: 954-755-4684 <u>ssilver@silverlaw.com</u>