

Assigned for all purposes to: Stanley Mosk Courthouse, Judicial Officer: Yolanda Orozco

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7 Attorney for Plaintiffs Paramount Investigative Services, Inc.
8 and Kenneth Childs

9
10
11 **IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **COUNTY OF LOS ANGELES**
13 **STANLEY MOSK COURTHOUSE**

14	PARAMOUNT INVESTIGATIVE SERVICES,	)	UNLIMITED CIVIL 22STCV15330
15	INC., and KENNETH CHILDS,	)	VERIFIED COMPLAINT DAMAGES FOR:
16	Plaintiffs	)	1.) Theft by Deception;
17		)	2.) Intentional
18		)	Misrepresentation;
19	vs	)	3.) Business Disparagement;
20	IRIS AU, DREAM AGENCY, INC.,	)	4.) Unfair Business Practices
21	VURG.COM, ZORT, INC. and DOES 1	)	(California Business &
22	through 10,	)	Professions Code §17000,
23	Defendants	)	et seq); and
		)	5.) Intentional Infliction of
		)	Emotional Distress

24
25 **COME NOW, the PLAINTIFFS,** by and through their
26 undersigned counsel, and allege as follows:

27 **I. PARTIES**

28
1. Plaintiff, Paramount Investigative Services, Inc.
("PARAMOUNT"), is a California corporation with its primary
place of business at 633 W. Fifth Street, Los Angeles, CA.

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1 PARAMOUNT is duly licensed by the California Secretary of
2 State, Bureau of Investigative Services. PARAMOUNT'S
3 primary business is providing investigative and security
4 services.
5

6 2. Plaintiff Kenneth Childs ("CHILDS") is PARAMOUNT'S
7 Qualified Manager and CEO, duly licensed by the California
8 Secretary of State, Bureau of Investigative Services.
9

10 Collectively PARAMOUNT and CHILDS are referred to herein as
11 PLAINTIFFS.
12

13 3. Defendant Iris Au ("AU") is an individual who has
14 been previously employed as a real estate agent. She is
15 believed to be in her mid to late 30s. AU has no known
16 financial expertise, training, or meaningful experience in
17 finance, personal or corporate investments or
18 cryptocurrency.
19

20 4. Dream Agency, Incorporated ("DREAM") is a
21 California corporation. In its California Secretary of
22 State Statement of Information, filed on March 29, 2022,
23 DREAM'S corporate purpose is described as a "marketing
24 agency." The Statement of Information identifies AU as the
25 Chief Executive Officer, Secretary, Chief Financial
26 Officer, and sole Director and as DREAM'S agent for service
27 of process. Its corporate headquarters is listed as 1048
28 Irvine Ave. #373, Newport Beach, CA 92660. That address is

1 in a strip mall. Public records list the tenant for unit
2 373 as Tower Management, Inc., not DREAM or AU. The
3 California Secretary of State database shows no active
4 corporation named Tower Management.
5

6 5. The Defendant VURG.COM'S ("VURG") website describes
7 itself as "a peer to peer marketplace where users can buy,
8 sell and store popular cryptocurrencies." VURG's website
9 states that it is based in Newport Beach, CA. No specific
10 address for VURG is shown on its website. VURG'S website
11 identifies AU as the "founder and CEO." The Secretary of
12 State database shows no business listing for VURG. The
13 website Instagram revealed that as of April 12, 2022, VURG
14 had 775 followers and oddly lists its location as "The
15 Moon." PLAINTIFFS allege that VURG is a d/b/for AU.
16
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19

20 6. Defendant ZORT, Inc. ("ZORT") is a Delaware
21 Corporation which lists its primary place of business as
22 California. ZORT claims to be a software platform which
23 allows subscribers to trade in cryptocurrencies. IZA holds
24 himself out as the "founder and CEO" of ZORT.
25

26 7. DOES 1 through 10 are persons or entities whose
27 exact identities are unknown but are believed to have
28 aided, abetted, assisted, and conspired with the named
DEFENDANTS. As the DOES' exact identities become known,
they will be added as named Defendants. AU, DREAM and VURG

1 and the DOES are jointly referred to as the DEFENDANTS
2 unless expressly stated otherwise.
3

4 II. NON-PARTY CONSPIRATORS

5 8. Non-party conspirator Adam Iza ("IZA") is an
6 individual who resides in Los Angeles County. He is
7 believed to be in his late 20s. IZA also uses various
8 aliases including Adam Zort, Adam Asaad Iza and Ahmed Faiq.
9 IZA'S true surname is not currently known to Plaintiffs,
10 although his birth name is believed to be Ahmed Faiq. For
11 purposes of this complaint, however, he will be referred to
12 as "IZA." It is believed that IZA has no legitimate job or
13 source of earned income and lives off various schemes
14 related to cryptocurrency fraud. IZA has no known financial
15 expertise, training, or meaningful experience in finance,
16 personal or corporate investments or cryptocurrency. IZA
17 conspired with others whose roles in the conspiracy are not
18 fully known at this time. Therefore, IZA and those
19 individuals will be collectively referred to as the
20 CONSPIRATORS unless expressly stated to the contrary.
21
22
23
24
25

26 9. AU and IZA reside together at 277 St. Pierre Road,
27 Los Angeles, California, along with AU's mother and AU's
28 children from other relationships. At least one Internet
real estate listing service estimates the value of their
current residence at \$28 million.

1 **III. JURISDICTION AND VENUE**

2 10. All relevant actions and correspondence by and
3 between the Parties and CONSPIRATORS took place in Los
4 Angeles County. All Parties and CONSPIRATORS reside in or
5 conduct business in Los Angeles County, California.
6

7 **IV. GENERAL ALLEGATIONS**

8 11. It is now believed that DEFENDANTS, along with the
9 CONSPIRATORS, created and/or participated in a massive
10 Ponzi and fraud scheme to con unsuspecting individuals into
11 investing hundreds of millions of dollars in their bogus
12 cryptocurrency fund.
13

14 12. Defendant AU, acting individually and through
15 DREAM and VURG, conspired with and joined IZA and ZORT in a
16 scheme designed to defraud unsuspecting cryptocurrency
17 investors by promising them services, profits, and security
18 for their funds without revealing to their victims that
19 DEFENDANTS and CONSPIRATORS were converting investor funds
20 to AU'S and IZA'S personal use.
21

22 13. On or about November 15, 2021, IZA contacted
23 CHILDS to enlist the service of PARAMOUNT. IZA told CHILDS
24 that an individual IZA identified as Enzo Zelocchi
25 ("ZELOCCHI") had stolen a laptop computer belonging to IZA
26 and ZORT which IZA claimed contained data necessary for IZA
27
28

1 to access Bitcoin funds belonging to IZA and ZORT which IZA
2 valued at \$1,000,000,000 (one billion dollars USD).

3
4 14. IZA told CHILDS that he wanted PARAMOUNT to locate
5 ZELOCCHI for the purpose of aiding IZA to assist law
6 enforcement in arresting ZELOCCHI and retrieving the stolen
7 laptop. IZA told CHILDS that time was of the essence and
8 that he wanted PARAMOUNT to conduct a multiple-investigator
9 24/7 surveillance of ZELOCCHI and to identify and follow
10 anyone associated with ZELOCCHI.
11
12

13 15. Based on the representations made by IZA and IZA'S
14 claims about ZELOCCHI, CHILDS agreed to assist IZA. On
15 November 25, 2021, IZA and PARAMOUNT signed a written
16 Services Agreement, a copy of which is attached hereto as
17 Exhibit A.
18
19

20 16. The Agreement contains the following material
21 provision under the heading "Scope of Services":
22

23 "The Agency [PARAMOUNT] has been hired by Client to
24 perform surveillance and try to establish [in] what
25 apartment this person [ZELOCCHI] resides. We are to
26 follow this person and contact the client to assist
with the possible arrest or confrontation for Adam's
electronic devices"

27 17. The Agreement also contains the following material
28 provision under the heading "Warranties/Guarantees":

"The Client warrants and guarantees that: (a) it has
retained the Agency's services **solely and exclusively**
for the reasons described above [Scope of Services] ...
and (c) the Client agrees to use the results of the

1 Agency's investigation ***solely for lawful purposes.***
2 (Emphasis added)

3 18. The Agreement contains an arbitration clause. The
4 Agreement expressly states: "The parties to this agreement
5 are Paramount Investigative Services ... and Adam Zort or
6 Adam Iza" IZA signed the Agreement as "Adam Zort."
7 Therefore, the named DEFENDANTS were not signators of the
8 Agreement and not subject to the arbitration clause.
9
10 PLAINTIFFS reserve the right to petition to rescind the
11 arbitration clause as it relates to IZA personally and to
12 amend this Complaint to include various breach of contract
13 actions and related matters covered in the Agreement.
14
15

16 19. Upon signing the Agreement, IZA paid a \$1,000.00
17 retainer to PARAMOUNT on November 25, 2021, using an
18 American Express credit card with the last four digits
19 1009. Thereafter, on January 3, 2022, IZA paid PARAMOUNT an
20 additional \$4,000.00 using that same credit card. On
21 January 21, 2022, IZA authorized an additional \$25,000.00
22 using that same credit card. Those credit card transactions
23 all used "Square" as the processing entity.
24
25

26 20. Thereafter, IZA informed CHILDS that he preferred
27 to pay PARAMOUNT going forward by wiring funds into
28 PARAMOUNT'S Wells Fargo bank account. CHILDS agreed to
IZA'S request and provided PARAMOUNT's bank account routing

1 and account numbers. On February 1, 2022, PARAMOUNT'S
2 account received a wire transfer of \$32,400.00; on February
3
4 22, 2022, PARAMOUNT received a wire transfer of \$59,900.00.
5 Unknown to CHILDS at the time, the wire transfers were made
6 by and through DREAM.
7

8 21. When IZA signed the Agreement, IZA knew that his
9 true purpose for hiring PARAMOUNT was not to use
10 information gathered to assist the police or for "lawful"
11 purposes, but rather to use PARAMOUNT'S investigation
12 results to steal the laptop and threaten ZELOCCHI and
13 others and to inflict bodily harm to locate the laptop
14 computer.
15
16

17 22. DEFENDANTS were aware of IZA'S actions and
18 relationship with PARAMOUNT. AU'S relationship and
19 involvement with IZA was intentionally withheld from
20 PLAINTIFFS. Had CHILDS then known DEFENDANTS' and
21 CONSPIRATORS' true intentions, he would not have agreed to
22 provide PARAMOUNT'S services to IZA, ZORT or the
23 DEFENDANTS.
24
25

26 23. Because of IZA'S expansive surveillance and
27 investigative demands, PARAMOUNT employed the services of
28 numerous investigators and operatives whose salaries and
expenses were PARAMOUNT'S obligation to pay. Ultimately,

1 PARAMOUNT incurred more than \$200,000.00 in expenses due
2 from IZA and ZORT.

3
4 24. IZA enlisted the services of multiple Los Angeles
5 County Sheriff's Deputies to provide security and to act on
6 his behalf in carrying out his operations. Among those was
7 Deputy Christopher Quintenero ("QUINTENERO") who assisted
8 IZA in obtaining information, including vehicle
9 registration and residential information for individuals
10 IZA believed had stolen his laptop computer. IZA'S
11 relationship with Quintenero was not originally to
12 disclosed to PLAINTIFFS.
13
14

15
16 25. AU, IZA and ZORT have been sued in U.S. District
17 Court for Central District of California (Khan v. Zort,
18 Inc. et.al. 2:21-cv-08681) on allegations that the
19 defendants in that case violated state and federal
20 securities fraud laws as part of a cryptocurrency scheme to
21 defraud numerous individuals of hundreds of millions of
22 dollars from starting in February 2020. DEFENDANTS and
23 CONSPIRATORS never disclosed their prior and/or continuing
24 conduct involving Kahn and Woody.
25
26

27
28 26. IZA'S claims to PLAINTIFFS that ZELLOCHI stole the
laptop computer from IZA to get access to ZORT'S funds was
false. Rather, DEFENDANTS and the CONSPIRATORS wanted to
retrieve the computer because it contained information

1 documenting and thereby implicating DEFENDANTS and others
2 in their massive cryptocurrency fraud scheme. It is further
3 believed that DEFENDANTS' true purpose in hiring PARAMOUNT
4 was not, as claimed, to locate a laptop "stolen" from IZA
5 but instead to retrieve the evidence in ZELLOCHI'S
6 possession that implicated DEFENDANTS and others in
7 criminal and civil fraud. PLAINTIFFS now believe that
8 sometime following the 2018 assault on Woody and the theft
9 of the laptop, ZELOCCHI double-crossed DEFENDANTS and the
10 CONSPIRATORS and took the computer for himself.

14 27. IZA, ZORT and AU have been sued in the Superior
15 Court, County of Los Angeles (Woody v. Zort et.al. Civil
16 Unlimited 22STCV06878). That complaint contains the
17 following allegations which PLAINTIFFS now believe to be
18 supported by evidence and therefore believe to be true. The
19 Woody complaint alleges that on or about September 1, 2018
20 IZA and ZELOCCHI stole a laptop computer from Troy Woody
21 containing 7,100 Bitcoin worth \$284,500,000 along with
22 personal property. The Woody complaint includes the
23 following pertinent allegations:

24 "On the evening of September 1, 2018, Woody along
25 with friend Eric Taylor ("Taylor") and Defendants
26 ZELOCCHI and IZA collectively met for a dinner,
27 planned and arranged by Defendant ZELOCCHI.
28 ZELOCCHI's stated purpose was to discuss
cryptocurrency investing and opportunities.

1 "Only a few hours later, on September 2, 2018, at
2 approximately 1:45 am, Woody, Taylor and friend
3 Michelle Masters ("Masters"), were peacefully
4 gathered at an apartment located at 7400
5 Hollywood Blvd. ZELOCCHI contacted Taylor to come
6 down to the lobby. There Taylor was assaulted by
7 ZELLOCCHI and IZA, and pills were forced into his
8 mouth to ingest. Taylor was handcuffed, and his
9 apartment keys were taken from him and used by
10 IZA to open the door of the apartment where Woody
11 was with his then girlfriend Masters. IZA was
12 wearing a mask and entered the apartment.
13 ZELOCCHI did not participate in the entry.

14 "IZA made his entry into the apartment
15 brandishing a 9MM semi-automatic handgun,
16 claiming to be an agent of the FBI and flashed a
17 badge. IZA then gave verbal instructions to not
18 make any moves and to follow instructions. IZA
19 then assaulted Woody and Masters and demanded
20 that Woody hand over his Rolex watch and his
21 wallet. IZA then handcuffed Woody's hands and his
22 legs and pulled out the handgun clip to show
23 Woody there were bullets in the gun so that Woody
24 would be compliant."

25 28. On or about March 12, 2022, IZA fraudulently from
26 PARAMOUNT to engage in unlawful, felonious activity,
27 including a physical attack on David Do ("DO") who was a
28 friend of ZELOCCHI. IZA and QUINTERRO'S brother, Michael,
to physically assault and rob DO of his laptop. The laptop
in question was previously stolen from Woody by IZA.

29 29. On information and belief, QUINTENERO's assistance
to IZA was unlawful, tortious, and in violation of Sheriff
Department policies. Eventually, IZA told CHILDS that he
(IZA) had paid "thousands of dollars" to QUINTENERO and
others to conduct vehicle registration searches and to

1 perform wiretaps. On information and belief, IZA used
2 QUINTENERO'S information to locate ZELOCCHI. As further
3 information is developed, PLAINTIFFS anticipate
4 substituting QUINTENERO and deputies as defendants for the
5 DOES.
6

7
8 30. On or about March 30, 2022, and using information
9 fraudulently obtained from PARAMOUNT, IZA directed two
10 individuals, whose identities are currently unknown to
11 PLAINTIFFS, to physically assault and rob ZELOCCHI to
12 retrieve from ZELOCCHI the laptop IZA claimed to be his.
13 ZELOCCHI is a resident of the 8000 block of Burton Way,
14 Beverly Glen, Los Angeles. During that robbery attempt the
15 unidentified individuals and ZELOCCHI exchanged gunfire,
16 resulting in a response by the Los Angeles Police
17 Department. ZELOCCHI told police the men escaped without
18 taking any property. ZELOCCHI told authorities that he was
19 afraid for his life.
20

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24 31. At the time IZA hired PARAMOUNT, DEFENDANTS and
25 the CONSPIRATORS concealed from PLAINTIFFS the
26 circumstances of IZA'S criminal activity involving the
27 facts set forth in the Woody and Kahn complaints. Had
28 PLAINTIFFS known those facts, PLAINTIFFS would not have
agreed to assist the DEFENDANTS and CONSPIRATORS.

1 32. DEFENDANTS' true purpose in hiring PARAMOUNT was
2 unlawfully to obtain the laptop computer which contained
3 evidence of their fraudulent scheme a secret.
4

5 33. On April 1, 2022, IZA was served with PLAINTIFFS'
6 notice of the existence of a dispute between them as
7 required under the Agreement.
8

9 34. Following IZA'S receipt of the arbitration notice,
10 IZA and his fellow CONSPIRATORS and DEFENDANTS undertook
11 malicious, willful, fraudulent, and tortious actions
12 against PLAINTIFFS.
13

14 35. On April 9, 2022, PLAINTIFFS were informed by
15 Square that IZA was disputing the \$4,000.00 credit card
16 transaction made on January 3, 2022, more than three months
17 after the original authorization and just days after IZA
18 received PARAMOUNT'S notice of a dispute between it and
19 IZA.
20
21

22 36. On April 11, 2022, CHILDS learned that Wells Fargo
23 Bank had frozen all his personal accounts and those of
24 PARAMOUNT. Wells Fargo informed CHILDS the accounts were
25 frozen because of a demand that the wire transfers
26 described above were being recalled. It was then that
27 CHILDS first heard of DREAM. Prior to being informed of the
28 existence of DREAM, CHILDS had reasonably believed and

1 assumed that the wired funds had come directly from ZORT or
2 IZA.

3
4 37. DREAM'S demand for a wire transfer occurred two
5 months after being made, but only days after IZA received
6 PARAMOUNT'S notice of a dispute between it and IZA.

7
8 38. CHILDS was informed by the Wells Fargo branch
9 manager that the bank's corporate headquarters refused to
10 disclose details other than that the freezing of the
11 accounts was at DREAM'S request and was supported by a
12 "demnification" [sic] agreement. PLAINTIFFS now believe
13 that DEFENDANTS created a bogus document with CHILDS'
14 forged signature which DEFENDANTS and the CONSPIRATORS
15 submitted to Wells Fargo authorizing DREAM to reverse the
16 wire transfers.
17
18

19
20 39. On April 15, 2022, PLAINTIFFS were informed by
21 Square that IZA was disputing the \$25,000.00 credit card
22 transaction made on January 21, 2022, nearly three months
23 after the original authorization and just days after IZA
24 received PARAMOUNT'S notice of a dispute between it and
25 IZA. The two demands for refunding of the credit card
26 transactions resulted in a loss to PLAINTIFFS of
27 \$29,000.00.
28

40. On April 17, 2022, PLAINTIFFS were informed by
Square that a PARAMOUNT credit card payment \$12,841.30 to

1 it from a wholly unrelated client had been used to affect a
2 "refund" to ZORT. DEFENDANTS actions constituted a
3
4 malicious and tortious interference with a business
5 opportunity and business relationship with the PARAMOUNT
6 client unrelated to DEFENDANTS.
7

8 41. The timing of the original payments and wire
9 transfers and the subsequent attempts to reverse those
10 charges for receipt of the notice constitute evidence of
11 bad faith, retribution, and an implicit acknowledgement
12 that DEFENDANTS did not have a valid objection to
13 PARAMOUNT'S fees.
14

15 42. DEFENDANTS' actions as described herein resulted in
16 Wells Fargo freezing all of PARAMOUNT'S business funds on
17 April 11, 2022, making it impossible for PARAMOUNT to
18 conduct its business, including paying its expenses such as
19 insurance, rent, employee salaries, independent
20 contractors, and the like.
21

22 43. Because of IZA'S malicious actions, PARAMOUNT'S
23 reputation has been irrevocably damaged, its ability to
24 recruit independent contractors for investigative work has
25 been destroyed and its credit status and rating have been
26 permanently damaged. Likewise, PARAMOUNT cannot pay CHILDS
27 which has resulted in CHILDS' loss of reputation, credit
28 status, reputation, and ability to pay his ongoing personal

1 expenses including his mortgage, taxes, utilities, and the
2 like.

3
4 44. As a further consequence of DEFENDANTS' actions,
5 automatic debit payments scheduled by CHILDS using his
6 Wells Fargo account have been rejected causing CHILDS and
7
8 PARAMOUNT to be adversely affected in their credit ratings,
9 ability to conduct business, and to otherwise function.

10 45. The private investigation and security profession
11 requires the use of skilled, experienced, and licensed
12 individuals or employees to function. The operatives used
13 by investigative and security firms are independent
14 contractors who will work for agencies such as PARAMOUNT
15 only if those operatives can be confident they will be
16 asked to engage solely in lawful activities and that they
17 will be promptly paid for the services and reimbursed for
18 their expenses.
19
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21

22 46. The business community of security and
23 investigation is close knit. Its members communicate
24 regularly with one another. Once an investigations/security
25 agency's reputation for honesty and reliability is damaged,
26 it can take years, if ever, to repair. Without such
27 relationships PLAINNTIFFS' ability to bid for future work,
28 hire those operatives or recruit new, replacement
operatives and employees will be significantly impaired.

1 47. Because of DEFENDANTS' and CONSPIRATORS' actions,
2 the long-standing business and financial relationships
3 established by PLAINTIFFS have been irreparably damaged or
4 destroyed.
5

6 **V. CAUSES OF ACTION**

7
8 **First Cause of Action**
9 **Theft by Deception - Penal Code Section 532**
10 **(Against all Defendants)**

11 48. PLAINTIFFS refer to and incorporate all other
12 paragraphs and information in this Complaint as though
13 fully set forth herein.

14 49. The DEFENDANTS and CONSPIRATORS knowingly and by
15 design and by false and fraudulent pretenses and
16 representations defrauded PLAINTIFFS of their personal
17 property and services by, among other things, making and/or
18 procuring others to report falsely to Square and Wells
19 Fargo, among others, about PLAINTIFFS' mercantile character
20 and thereby obtained property belonging to and earned by
21 PLAINTIFFS.
22
23
24

25 50. The value of that property was at least
26 \$130,000.00.
27

28 **Second Cause of Action**
Intentional Misrepresentation
(Against all Defendants)

1 51. PLAINTIFFS refer to and incorporate all other
2 paragraphs and information in this Complaint as though
3
4 fully set forth herein.

5 52. IZA made false representations to PLAINTIFFS as if
6 they were true. Specifically, that his purpose in hiring
7
8 PARAMOUNT was to locate a stolen laptop computer belonging
9 to IZA and to use that information to assist law
10 enforcement in arresting the thieves and recovering the
11 laptop. IZA further falsely represented as true that his
12 purposes in hiring PARAMOUNT were "lawful." Those false
13 representations were expressed orally and in the Agreement.
14
15

16 53. IZA intended that PLAINTIFFS would rely upon those
17 false representations. PLAINTIFFS reasonably relied upon
18 those representations.
19

20 54. PLAINTIFFS suffered substantial financial and
21 reputational harm by relying upon those false
22 representations. PLAINTIFFS" reliance on those false
23 representations was a substantial cause of their harm.
24

25 **Third Cause of Action**
26 **Business/Commercial Disparagement**
27 **(Against all Defendants)**

28 55. PLAINTIFFS refer to and incorporate all other
paragraphs and information in this Complaint as though
fully set forth herein.

1 56. DEFENDANTS made untrue statements about PLAINTIFFS
2 to third parties.

3
4 57. Those false statements and disparaging comments
5 identified CHILDS and PARAMOUNT by name.

6 58. The statements were made with malice, knowing they
7 were false and were made with the intention of damaging
8 PLAINTIFFS' reputations and for retrieving money rightfully
9 belonging to PLAINTIFFS.
10

11 59. CHILDS expressly informed IZA that IZA owed
12 PARAMOUNT money for its services and that IZA'S failure to
13 pay PARAMOUNT would result in PARAMOUNT'S inability to pay
14 its employees and operatives.
15

16 60. DEFENDANTS, acting in concert with the
17 CONSPIRATORS, made false and fraudulent statements to Wells
18 Fargo Bank; specifically, that PLAINTIFFS had perpetrated a
19 fraud against them.
20

21 61. PLAINTIFFS suffered the actual harm of loss of
22 funds totaling at least \$130,000.00, the loss and
23 impairment of long-established business relationships with
24 employees, operatives and friends in the private
25 investigation and security profession.
26
27
28

Fourth Cause of Action
Unfair Business Practices
(Business & Profession Code §17000, et.seq)
(Against all Defendants)

1 62. PLAINTIFFS refer to and incorporate all other
2 paragraphs and information in this Complaint as though
3
4 fully set forth herein.

5 63. DEFENDANTS' and CONSPIRATORS' actions directed
6 toward PLAINTIFFS were unlawful, unfair and fraudulent and
7
8 thereby constituted unfair business practices in violation
9 of Business and Professions Code Section 17000, et.seq.

10 **Fifth Cause of Action**
11 **Intentional Infliction of Emotion Distress**
12 **(Against all Defendants)**

13 64. PLAINTIFFS refer to and incorporate all other
14 paragraphs and information in this Complaint as though
15
16 fully set forth herein.

17 65. The DEEFENDANTS' conduct was outrageous. Their
18 conduct was intended to cause CHILDS emotional distress in
19
20 retribution for CHILDS' efforts to collect money owed to
21 him and PARAMOUNT and further to deflect attention and
22
23 blame from the DEFENDANTS for their actions against
24 ZELLOCHI and DO to CHILDS and PARAMOUNT in a malicious
25 attempt to blame PLAINTIFFS for unlawful actions by the
26 DEFENDANTS.

27
28 66. The DEFENDANTS acted with reckless disregard of
the probability that CHILDS would suffer emotional
distress, knowing that CHILDS would be present at key times

1 including CHILDS' dealings with Wells Fargo Bank,
2 PLAINTIFFS' creditors and employees and the like.
3

4 67. CHILDS did, in fact, suffer and continues to
5 suffer extreme emotional distress from the DEFENDANTS;
6 conduct which was a substantial factor in CHILDS' distress.
7

8 **VI. PRAYER FOR RELIEF**

9 For the reasons set forth above, PLAINTIFF prays for
10 judgment against the DEFENDANTS, and each of them, as
11 follows:
12

13 a.) All funds taken, stolen or obtained by fraud or
14 deception, totaling at least \$130,000;
15

16 b.) Prejudgment interest;

17 c.) \$5,000,000.00 in punitive damages, emotional
18 distress, personal and professional injury to PLAINTIFFS'
19 reputation, loss of business and interference with
20 PLAINTIFFS' ability to conduct future business and
21 employment relationships;
22

23 d.) Fees and costs; and
24

25 e.) And such other relief as is warranted by the
26 evidence produced at trial.
27
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1 Dated: May 9, 2022

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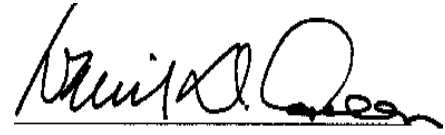
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A handwritten signature in black ink, appearing to read "Kevin A. Queen". The signature is written in a cursive style with a horizontal line underneath.

Attorney for Plaintiff

Exhibit A

PARAMOUNT

INVESTIGATIVE SERVICES

CONFIDENTIAL

SERVICES AGREEMENT

Parties

The parties to this agreement are Paramount Investigative Services (hereafter, "the Agency") and Adam Zort or Adam Iza, (hereafter, "the Client").

Confidentiality

As licensed private investigators in the state of California we are bound by "confidentiality." It is Paramount Investigative Services policy that we will **NOT** disclose any information without the express written consent from the client. However, on rare occasions we must provide the clients information to law enforcement. FYI: often times we are subpoenaed to provide information. Again, we will NOT disclose information unless our attorney insists that we provide it. {These subpoenas must be in conjunction with open litigation and not a "fishing expedition." NOTEWORTHY: to combat us from being subpoenaed, we urge you to have your attorney hire PIS. Your attorney hiring PIS, protects both parties via litigation support privilege and/or work product privilege.}

Scope of Work

The Agency has been hired by the Client to perform surveillance and try to establish what apartment this person resides. We are to follow this person and contact the client to assist with the possible arrest or confrontation for Adam's electronic devices. It is agreed that only the Client is permitted to authorize Agency personnel to perform tasks and incur fees and expenses. The Agency reserves the right to determine in its sole discretion which investigative techniques and methods to use in its investigation on behalf of the Client.

Fees

The Client understands and agrees that the Agency is to be paid for its time and expertise as follows: \$125.00 per hour for surveillance investigators unless it's under 48 hour notice, then surveillance rates are 150.00 hour. In office investigations are charged at 150.00 per hour. All Agency personnel time will be calculated in tenths of an hour increments after the 4hr minimum has been exhausted. The Client understands and agrees that billable time may include: travel time to and from interviews, surveillances, trials, hearings, depositions. "Billable time also includes but not limited to; all research, report preparation, video processing, and time spent speaking to and meeting with the Clients and their attorneys.

Expenses

The Client agrees to reimburse the Agency for all reasonable expenses incurred during and as part of its representation of the Client. Expenses will be itemized on each invoice by date, description and amount. Reimbursable expenses include, but are not limited to: credit card processing fee of .03%, equipment rental, parking and meals for

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agency personnel consumed in connection with necessary activities or outside normal business hours of 8:30 a.m. and 5:00 p.m. The Agency will maintain copies of all receipts for individual expenses in excess of \$25.00 which will be available upon request. The Agency agrees to obtain Services Agreement the Client's permission before incurring any single expense if it reasonably appears to the Agency in advance that the expense is likely to exceed \$50.00.

Retainer

A retainer in the amount of 1,000.00 will be required before any work will be performed, or any expenses incurred. The setting of this retainer amount is not a prediction by the Agency that the retainer amount will be sufficient to cover all future services and expenses. If the retainer becomes exhausted before completion of this project, the Client agrees to replenish the retainer by an amount mutually agreeable to the parties. The Client understands and agrees that if the retainer is exhausted and not replenished for whatever reason, the Agency is entitled to cease all work and close its file. The Agency agrees to return any unused retainer if the Client either discharges the Agency before completion of the project or the project is completed, and an unearned balance remains in the retainer account. The Client agrees to pay the Agency for any unreimbursed fees or expenses if the retainer is not sufficient to cover expenses and services performed at the time the file is closed.

Invoices

The Agency will bill the Client at least monthly or more frequently as determined by the Agency. Invoices will be sent to the Client at the address shown above. All statements will include services performed and expenses incurred since the previous statement, the itemized expenses, activities of the individual investigators including their total hours and fees and show the full amount due for that billing period. If a retainer has been provided, the Agency will deduct the amount due and reflect the retainer balance on the statement. If no retainer has been provided or the retainer account balance is insufficient to pay the amount due, the Client agrees to pay the full amount due within 30 days of the date of the invoice. Payment may be made by check or money order payable to the Agency.

If the amount due is not paid in full within the above designated time, the Agency reserves the right to terminate its services permanently or until such time as the full amount due has been paid.

Late Payment/Non-Payment

The Client agrees that the Agency may, at its option, charge interest on any amounts more than 30 days overdue at a rate 5% simple interest. The Client also agrees that the Agency may refer to a collection agency any unpaid balances overdue more than sixty (60) days. The Client agrees to be liable for all costs associate with collection including attorney fees and service of process.

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Fee and Expense Cap

The parties have agreed that the Client authorizes the Agency to perform services and incur expenses up to a total maximum of N/A. The Agency agrees to make a good faith effort but does not guarantee to notify the Client sufficiently in advance of the probable reaching of any cap in order to avoid an interruption of service. The cap may be extended by mutual agreement of the parties.

Back Out Clause

Once the service is agreed upon and entered into contract by the client. The retainer will be taken and the investigators will commit it to their schedule. At that point, the client can not back out. If the client and investigator agree to terminate the assignment there will be a fee of 4hrs. If there a request to terminate the assignment is under 48hrs or two days, an 8 hour day will be charged to the client. If discovered that the client for any reason lied/mislead investigators as to the scope of the investigation, the investigator will terminate the investigation and keep the retainer. If the client {accidentally or otherwise} “tips off” the subject of the investigations, the investigation will be terminated and charged accordingly. If any remaining balance is due, it will be returned via check. NOTE: due to the amount of credit card fraud, the monies will be returned via check after the funds have cleared the banks {up to but not limited to 3 weeks}.

Reports

The Agency agrees to provide oral and/or written reports exclusively to the Client as are necessary and reasonable in the Agency's sole discretion and may provide a final written report to the Client, unless requested to not do so. The Client understands and agrees that the Agency will not be obligated to provide any oral or written reports unless all previous invoices have been paid in full. All written reports may be provided exclusively to the Client at the address shown below.

File Copies

The Client agrees that after the file is closed the Agency shall be permitted to retain copies of all reports, invoices, exhibits or evidence acquired during the investigation, including copies of all documents, photos, films, videos and the like provided to the Agency by the Client.

Warranties/Guarantees

The Client warrants and guarantees that: (a) it has retained the Agency's services solely and exclusively for the reasons and purposes described above; (b) the Client is not working for any other individual or entity with an interest in the outcome of the Agency's services; and (c) the Client agrees to use the results of the Agency's investigation solely for lawful purposes.

The Agency warrants and guarantees that: (a) it will professionally and diligently perform the services described above; (b) that it will use only lawful means to conduct its investigation; and (c) that it will maintain Client confidentiality to the extent required and permitted under California and Federal law. The Client authorizes the Agency to use the services of others to assist in carrying out this agreement and the Client further authorizes the Agency to share confidential client information with other investigative agencies or experts hired by the Agency to assist in the investigation and with the Agency's legal counsel to obtain legal advice.

The Agency does not and cannot warrant or guarantee any particular result or outcome from its investigative efforts. The Client understands and agrees that the Agency cannot guarantee the accuracy of information provided to it by witnesses, government agencies, news services, web sites, data brokers and other sources. Therefore, the Client assumes all responsibility and liability for any reliance on information provided by the Agency and any disclosures of such information made by the Client to third parties.

Any estimates on the likely costs of the Agency's services or the time required to complete our services are simply good faith estimates and do not constitute a prediction or guarantee.

Termination

The Client and Agency each reserve the right to terminate this agreement at any time and for any reason. Each agrees to notify the other orally, if feasible, and thereafter in writing. The Client agrees to pay and reimburse the Agency for any services and expenses earned or incurred until receipt of the written notice of termination. See "back out clause" for further details to termination fees.

Dispute Resolution

All disputes, claims and counterclaims arising out of, relating to, or in connection with this Agreement, whether based on statute, tort, contract, common law or otherwise, ("disputes") shall be resolved by binding arbitration as described herein. Any Party may commence binding arbitration proceedings to resolve a dispute by providing the other Party written notice of its intent to arbitrate. Arbitration shall be conducted in accordance with the procedures set forth in Title 9, Part III of the California Code of Civil Procedure (Sections 1280, et. seq.). The arbitration shall be conducted in Los Angeles County, California and California law shall govern all proceedings. The arbitrator shall be an independent third party agreed to by the Parties. If the Parties cannot agree to an arbitrator within fifteen (15) days from the date of the notice of intent to arbitrate, either Party may petition the Superior Court of Los Angeles County for the appointment of a neutral arbitrator. The cost of the arbitrator's fees, including the costs of the facility and the administration of the arbitration shall be shared equally by the Parties. Attorney fees and costs incurred by the Parties shall be paid in the manner determined by the arbitrator. Judgment upon an award by the arbitrator may be entered in any court having jurisdiction, or application may be made by either party to such court for a judicial confirmation and acceptance of the award and an order of enforcement, as applicable.


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Counterpart

This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and same instrument. I have carefully reviewed the above agreement and agree to its terms and have received a copy of the Agency's Client Information Form.

DocuSigned by:

148AEF02D1BF445...
[CLIENTS (S) SIGNATURE (S)]

Date: 11/25/2021

Adam Zort
[CLIENT(S) NAME(S)]

277 st Pierre rd, Los Angeles


[ADDRESS]

3107797700
[PHONE NUMBER]

Payment Authorization Form

Please complete all fields.

Credit Card Information:
Card Number: 372656387011009 - - -
Expiration Date (mm/yy): 02/26 /
Security Code: 7618
Cardholder ZIP Code (from billing address): 90014
Payment Amount: \$1,000.00 +3% service fee

DocuSigned by:

148AEF02D1BF445...
Authorization Signature: _____

Verification

I am a Plaintiff in the above-captioned complaint. I am over the age of 18 years and declare as follows:

1. The information contained in the complaint is true and correct and those allegations based on information and belief are true and correct to the best of my knowledge and information.

2. Exhibit A, attached to the complaint is a true and correct copy of the Agreement referred to in the complaint.

I declare under penalty of perjury under the laws of California that the foregoing is true and correct, and that this declaration was executed on 5/9/2022 at Los Angeles, California.

DocuSigned by:
Kenneth Childs
6A9DFDA1D53D45C...

Kenneth Childs