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ORIGINAL FILED
Superior Court of California
County of Los Angeles

NOV 16 2018

Sherril R. Carter, Executive Officer/Clerk
By: K. Sandoval, Deputy

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES**

DAVIT GASPARYAN,

Plaintiffs,

vs.

MARINA DEMIRCHYAN, an individual, AKA
MARINA DEMIRCHIAN; GRIGOR
DEMIRCHYAN, an individual, AKA GRIGOR
DEMIRCHIAN; and DOES 1 to 30, inclusive,

Defendants.

) CASE NO: BC554306 - Lead Case
) [Consolidated with Case No.: BC585331 and
) Case No.: BC585895]

) [Assigned to Hon. Deirdre Hill, Dept. 49]

) JUDGMENT ON JURY VERDICT

WELLS FARGO BANK, NATIONAL
ASSOCIATION,

Plaintiff,

vs.

D and D MARKETING, INC., a California
Corporation; GRIGOR DEMIRCHYAN; an individual;
MARINA DEMIRCHYAN; an individual; DAVIT
GASPARIAN; an individual; DMITRY FOMICHEV;
an individual; and DOES 1 to 50, inclusive,

Defendants.

DAVIT GASPARYAN,

Plaintiffs,

vs.

1)
2 D and D MARKETING,INC., a California Corporation)
3 doing business as T3Leads; GRIGOR DEMIRCHIAN;)
4 and DOES 1 to 30, inclusive,)

5)
6 Defendants.)
7)

8)
9 D and D MARKETING,INC., a California)
10 Corporation doing business as T3Leads; GRIGOR)
11 DEMIRCHYAN,)

12)
13 Cross-Complainants,)
14)

15 vs.)

16)
17 DAVIT GASPARYAN; ZERO PARALLEL, LLC,)
18 and ROES 1 to 100, inclusive,)

19)
20 Cross-Defendants.)
21)
22)
23)
24)
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This action is a consolidation for all purposes of the above-captioned actions initialed filed under case numbers BC554306, BC585331 and BC 585895. Upon consolidation all filings were ordered to continue solely under the lead action case number designated as BC554306. This consolidated action came on regularly for trial by jury on August 2, 2018, in Department 49 of the above-entitled court, the Honorable Deirdre Hill, Judge of the Superior Court presiding.

The Plaintiff and Cross-Defendant DAVIT GASPARYAN and Cross-Defendant ZERO PARALLEL, LLC appeared by and through their attorneys Steven R. Friedman, Esq. and Michael E. Friedman, Esq. of the Law Office of Steven R. Friedman. Defendant MARINA DEMIRCHYAN, an individual, AKA MARINA DEMIRCHIAN; and Defendants and Cross-Complainants GRIGOR DEMIRCHYAN, an individual, AKA GRIGOR DEMIRCHIAN and Dand D MARKETING, INC. appeared through their attorneys of record Phillip

1 A. Baker, Esq. and Daniel P. Leonard, Esq. of the Law Firm Baker, Keener and Nahra, LLP. Defendant to the
2
3 Complaint in interpleader, DMITRY FOMICHEV, was represented by Philip E. Black, Esq. of Soltman, Levitt,
4 Flaherty & Wattles but neither FOMICHEV nor his counsel were present in court at the time of jury proceedings.
5

6 The Jury having been regularly and duly empaneled, sworn, and charged; evidence, both documentary
7
8 and oral, having been presented; after hearing the evidence and arguments of counsel present; the jury was duly
9
10 instructed by the Court and the cause was submitted to the jury with direction to return a verdict.

11 On August 22, 2018, the jury arrived at and announced in unanimous verdicts and the verdicts were
12
13 taken in open court. On the record of the Court, the jury was then properly polled, thereafter the verdicts were
14
15 properly entered and recorded by the clerk of the court. A true and correct copy of the Jury Verdict is attached
16
17 hereto as Exhibit A and incorporated herein by this reference as though fully set forth herein.

18 NOW THEREFORE, IT IS ORDERED ADJUDGED AND DECREED that:
19

- 20
21 1. Plaintiff DAVIT GASPARYAN shall have judgment against the Defendants MARINA
22 DEMIRCHYAN, an individual, a.k.a. MARINA DEMIRCHIAN; and GRIGOR
23 DEMIRCHYAN, an individual a.k.a. GRIGOR DEMIRCHIAN in the amount of
24 **\$50,825,750.00 (Fifty Million Eight Hundred Twenty-Five Thousand Seven Hundred Fifty**
25 **Dollars)** jointly and severally for their fraud and separately for their breaches of fiduciary duties
26
27 against Davit Gasparyan.
28
2. In addition to the amount stated above, Plaintiff DAVIT GASPARYAN shall have judgment
against Defendant D AND D MARKETING, INC., d.b.a. T3LEADS in the amount of
\$1,216,779 (One Million Two Hundred Sixteen Thousand Seven Hundred Seventy Nine
Dollars).

AS FOUND BY THE JURY IT IS FURTHER ORDERED ADJUDGED, DECREED AND
DECLARED that:

1. DAVIT GASPARYAN is a fifty percent owner of D and D Marketing, Inc.
2. DMITRY FOMICHEV is a fifty percent owner of D and D Marketing, Inc.
3. GRIGOR DEMIRCHYAN was a fiduciary for DAVIT GASPARYAN.
4. GRIGOR DEMIRCHYAN breached his fiduciary duties to DAVIT GASPARYAN.
5. MARINA DEMIRCHYAN was a fiduciary for DAVIT GASPARYAN.
6. MARINA DEMIRCHYAN breached her fiduciary duties to DAVIT GASPARYAN.

1 7. GRIGOR DEMIRCHYAN defrauded DAVIT GASPARYAN.

2 8. MARINA DEMIRCHYAN defrauded DAVIT GASPARYAN.

3 9. GRIGOR DEMIRCHYAN's conduct was a substantial factor in causing DAVIT GASPARYAN
4 harm.

5 10. MARINA DEMIRCHYAN's conduct was a substantial factor in causing DAVIT GASPARYAN
6 harm.

7
8 NOW THEREFORE, IT IS ORDERED ADJUDGED AND THE COURT NOW DECREES that:

9 1. GRIGOR DEMIRCHYAN is not and was not an owner of D and D Marketing, Inc.

10 2. MARINA DEMIRCHYAN is not and was not an owner of D and D Marketing, Inc.

11 3. Neither GRIGOR DEMIRCHYAN nor MARINA DEMIRCHYAN had authority or standing to
12 either prosecute or defend the instant action on behalf of D and D Marketing, Inc.

13 NOW THEREFORE, IT IS ORDERED ADJUDGED AND DECREED that:

14 1. MARINA DEMIRCHYAN, shall take NOTHING and have NO judgment against any party by way
15 of any of the Actions, Cross-Actions or Consolidated Actions to include the action in interpleader.

16 2. GRIGOR DEMIRCHYAN, shall take NOTHING and have NO judgment against any party by way
17 of any of the Actions, Cross-Actions or Consolidated Actions to include the action in interpleader.

18 3. D AND D MARKETING, INC. shall take NOTHING and have NO judgment against any party by
19 way of any of the Actions, Cross-Actions or Consolidated Actions to include the action in
20 interpleader.

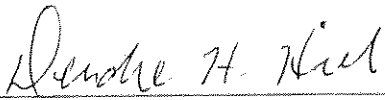
21 IT IS FURTHER ORDERED, ADJUGED, AND DECREED BY THE COURT that it retains
22 jurisdiction to determine all other issues including, but not limited to, the allocation of the funds interpleaded in
23 the consolidated action, the amount of recoverable attorneys' fees, and costs pursuant to the contractual and
24 statutory authority granted to the court. The court further reserves jurisdiction to grant equitable, injunctive and
25 post judgment orders and relief to enforce and give effect to this Judgment, amend the judgment as well as to
26 issue additional orders regarding the interpleaded funds.

27 "The California Supreme Court long ago established the principle 'that a suit
28 in interpleader, such as this one, and involving like issues, is an equitable proceeding in which
the rights of the parties as between themselves are governed by principles of equity
[citations], and ... in such cases *the right to a trial by jury does not exist* ...' [Citations.] "

1 (Shopoff & Cavallo LLP v. Hyon (2008) 167 Cal.App.4th 1489, 1514, emphasis in original
2 [quoting Union Mutual Life Ins. Co. v. Broderick (1925) 196 Cal. 497, 502].)
3

4 The court will convene a further court trial as between remaining claimants DAVIT
5 GASPARYAN and DMITRY FOMICHEV on the remaining issue of distribution of the interpleaded
6 funds
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10 DATED: 11-16-18

11 
12 _____
13 Honorable Judge Deirdre Hill
14 Judge of the Superior Court
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FILED
Superior Court of California
County of Los Angeles

AUG 22 2018

Sherril R. Carter, Executive Officer/Clerk
By K. Sandoval, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES
CENTRAL DISTRICT

DAVIT GASPARYAN;

Plaintiffs,
vs.

MARINA DEMIRCHYAN, an individual,
AKA MARINA DEMIRCHIAN; GRIGOR
DEMIRCHYAN, an individual, AKA
GRIGOR DEMIRCHIAN; and DOES 1
through 30, inclusive,

Defendants.

) Case Number: BC 554306
) consolidated BC585895

) *Assigned to the Hon. Deirdre Hill, Dept 49.*

VERDICT FORM I

AND CONSOLIDATED ACTION

Exhibit A

Verdict Form

JURY VERDICT FORM

We the Jury answer the questions submitted to us as follows:

1. Is Davit Gasparyan a 50% owner of D and D Marketing?

Yes No

Continue to Question 2.

2. Is Dmitry Fomichev a 50% owner of D and D Marketing?

Yes No

Continue to Question 3

3. Was Grigor Demirchyan a fiduciary for Davit Gasparyan?

Yes No

If You answered Yes to Question 3, Continue to Question 4.

If You answered No to Question 3, Skip to Question 6.

4. Did Grigor Demirchyan breach any of his fiduciary duties to Davit Gasparyan?

Yes No

If You answered Yes to Question 4, Skip to Question 6.

If You answered No to Question 4, Continue to Question 5.

5. Did Grigor Demirchyan rebut the presumption that any ownership he obtained in D and D Marketing was obtained by undue influence or fraud?

Yes No

Continue to Question 6

6. Was Marina Demirchyan a fiduciary for Davit Gasparyan?

Yes No

If You answered Yes to Question 6, Continue to Question 7.

If You answered No to Question 6, skip to Question 8.

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7. Did Marina Demirchyan breach any of her fiduciary duties to Davit Gasparyan?

Yes No

If YOU answered YES to BOTH Question 4 and 7 OR if YOU answered NO to Question 5 and YES to Question 5 and YES to Question 7, Then Skip to Question 12.

Otherwise, continue to Question 8.

8. Did Grigor Demirchyan enter into an agreement with Davit Gasparyan?

Yes No

If Your answer to Question 8 is Yes, then Continue to Question 9.

If Your answer to Question 8 is No, then Skip to Question 10.

9. Did Grigor Demirchyan breach his agreement with Davit Gasparyan?

Yes No

Continue to Question 10

10. Did Marina Demirchyan enter into an agreement with Davit Gasparyan?

Yes No

If Your answer to Question 10 is Yes, then Continue to Question 11.

If Your answer to Question 10 is No, then skip to Question 12.

11. Did Marina Demirchyan breach her agreement with Davit Gasparyan?

Yes No

Continue to Question 12

12. Did Grigor Demirchyan defraud Davit Gasparyan?

Yes No

Continue to Question 13

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13. Did Marina Demirchyan defraud Davit Gasparyan?

Yes No

If ANY of YOUR answers to Question 4, 7, 9, 11, 12, OR 13 was YES, OR, If your answer to Question 5 is NO, Then Continue to Question 14.

If ALL seven of YOUR answers to Question 1, 4, 7, 9, 11, 12, and 13 were NO, AND If your answer to Question 5 is YES then Skip to Question 17.

14. Was Grigor Demirchyan's conduct a substantial factor in causing Davit Gasparyan's harm?

Yes No

Continue to Question 15

15. Was Marina Demirchyan's conduct a substantial factor in causing Davit Gasparyan's harm?

Yes No

Continue to Question 16

16. What is the amount of monetary damage suffered by Davit Gasparyan?

\$ 50,325,750 + 500,000 = \$50,825,750

Continue to Question 17

for software development for Zero Parallel

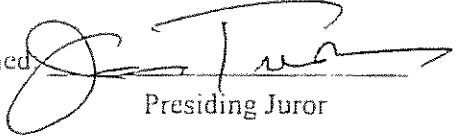
QUESTION 17 IS FOUND ON PAGE 5.

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17. With regard to Exhibit 9, entered into between the parties, how much money do you find is owed to Davit Gasparyan?

\$ 1,214,779

Have the Presiding Juror sign the last page.

Signed 
Presiding Juror

Dated: 8/22/18

AFTER THIS VERDICT FORM HAS BEEN SIGNED, NOTIFY THE COURT ATTENDANT THAT YOU ARE READY TO PRESENT YOUR VERDICT IN THE COURTROOM.