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IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON  
IN AND FOR THE COUNTY OF KING

TAMARA AGASSI,

Plaintiff,

v.

LOBSANG DARGEY and YANG LIU,  
husband and wife and the marital community  
comprised thereof,

Defendants.

NO. 21-2-02548-6 SEA

COMPLAINT

Plaintiff hereby alleges as follows:

**I. PARTIES**

1.1. Plaintiff Tamara Agassi is an individual residing in King County, Washington.

1.2. Defendant Lobsang Dargey is an individual residing in King County,

Washington. Upon information and belief, he is married to Yang Liu. Actions taken after Dargey's marriage to Liu were undertaken for the benefit of their marital community.

**II. VENUE AND JURISDICTION**

2.1. Subject matter jurisdiction is proper in this court because this is an action seeking legal and equitable relief.

2.2. Personal jurisdiction exists over Defendants because they reside in King County, Washington.

1 2.3. Venue is proper in King County because it is the county where, among other  
2 reasons, the parties reside.

3 **III. FACTS**

4 3.1. Agassi and Dargey are former spouses. Agassi’s brother is Andre Agassi, the  
5 world-famous tennis player. As Agassi would later learn, this fact was material to Dargey’s  
6 initial interest in her, and her family’s financial and emotional support have been the only  
7 stalwart against the destitution of her and her children.  
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9 3.2. In January 2017, while the parties were married, Dargey entered guilty pleas to  
10 two federal felonies, admitting that he defrauded immigrant investors, federal regulators, and  
11 institutional investors. He was sentenced to four years in prison. Unsurprisingly, these actions  
12 devastated Agassi and her family; throwing them into emotional and financial upheaval. Among  
13 other consequences for Dargey’s criminal activity, he consented to a restitution order requiring  
14 him to repay over 23 million dollars to his former investors.  
15

16 3.3. While in prison, Dargey began to build an argument to Agassi and others who  
17 visited him that it was in best interest for the family to divorce for financial reasons. He literally  
18 referred to it as “paperwork,” as he struggled to use the word “divorce”. He told Agassi that  
19 divorce would relieve Agassi from his restitution obligation; however, the divorce must be real  
20 to avoid any criminal exposure. The two thus agreed to such a divorce, with little focus paid to  
21 the “paperwork,” based on Dargey’s express promises that Dargey would work with Agassi to  
22 help her rebuild her real estate portfolio, build financial security and establish trust funds for the  
23 kids. He said: “I don’t care what happens to me, I only care about you (Agassi) and the well-  
24 being of our kids”. Agassi believed him.  
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1           3.4.    In furtherance of this suggestion, Agassi filed a petition for dissolution of their  
2 marriage.

3           3.5.    On July 8, 2020, the parties executed a "Property Settlement Agreement and  
4 Separation Contract" ("Agreement"). It represents that Dargey owes approximately  
5 \$23,465,040 in criminal restitution, for crimes committed as the CEO of PathAmerica, a  
6 regional EB5 center. The EB5 program is a part of United States Citizenship and Immigration  
7 Services ("USCIS") and grants Visas to foreign nationals who invest a minimum of \$500K in  
8 projects that meet criteria for economic growth and job creation. Upon information and belief,  
9 Dargey's restitution will be relieved when the victims are issued a green card by USCIS and the  
10 Dargey's former projects (Arrive Tower and the Grand Ave. Apartments) are sold and the  
11 victim's return on investments are made whole. This process is estimated to take approximately  
12 5-6 years.  
13

14           3.6    Following completion of criminal restitution, Dargey agreed to pay spousal  
15 maintenance in the amount of 50% of his net income, less child support, until Dargey turns 65.  
16 Maintenance is to be no less than \$1,500 per month. Based upon the assumptions in the  
17 Agreement, the life insurance obligation should be no less than \$250,000.  
18

19           3.7    The parties entered an Order of Child Support that requires Dargey to pay  
20 \$1,975.71 per month in child support, notwithstanding the restitution obligation.  
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22           3.8    The conditions of Dargey's supervision following his release from prison  
23 include:  
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1           a.       The defendant shall provide the probation officer with access to any  
2 requested financial information, including authorization to conduct credit checks and obtain  
3 copies of the defendant's federal income tax returns.

4           b.       The defendant shall disclose all assets and liabilities to the probation  
5 office. The defendant shall not transfer, sell, give away, or otherwise convey any asset, without  
6 first consulting with the probation office.

7           c.       If the defendant maintains an interest in any business or enterprise, the  
8 defendant shall, upon request, surrender and/or make available, for review, any and all records  
9 of said business or enterprise to the probation office.

10           d.       The defendant shall maintain a single checking account in his or her  
11 name. The defendant shall deposit into this account all income, monetary gains, or other  
12 pecuniary proceeds, and make use of this account for payment of all personal expenses. This  
13 account, and all other bank accounts, must be disclosed to the probation office.

14           e.       The defendant shall submit his or her person, property, house, residence,  
15 storage unit, vehicle, papers, computers, other electronic communications or data storage  
16 devices or media, or office, to a search conducted by a United States probation officer, at a  
17 reasonable time and in a reasonable manner, based upon reasonable suspicion of contraband or  
18 evidence of a violation of a condition of supervision.

19           3.9       The marriage was dissolved on July 15, 2020.

20           3.10      Shortly after Dargey's release, he was hired by Anandacom, LLC, a real estate  
21 developer in King County claiming to be "Building Eco-Friendly Communities Through  
22 Innovation." (See [www.anandacom.com](http://www.anandacom.com), February 8, 2021.) Dargey's purported salary is  
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1 \$150,000 per year, though Anandacom has indicated to Agassi that Dargey has or will have  
2 ownership or other profit percentage interest in future projects. Dargey has represented to  
3 Agassi and others that these future projects will be for the benefit of Agassi and the children.  
4 Principals of Anandacom include former victims of PathAmerica, making it even more vital that  
5 Agassi understand the terms of the arrangement.  
6

7 3.11 Dargey moved out of the family home while leaving most of his possession with  
8 Agassi. He asked Anandacom to work with Agassi as its real estate agent in efforts to rebuild,  
9 furthering Agassi's trust in Dargey.

10 3.12 Agassi has recently learned that, starting while he was in prison (if not before),  
11 Dargey had a secret fiancée (Yang Liu). After his release, he married Liu in secret and  
12 continued to hide her. When confronted, he claimed that he only married her to facilitate a  
13 return to China. Agassi has since learned that Dargey applied for a Visa into China directly after  
14 the marriage was dissolved, and that the Visa was denied. However, without any prior notice to  
15 Agassi, he introduced Liu to the children as their "second mom."  
16

17 3.13 When the secret marriage was exposed, Dargey renounced the terms under which  
18 he induced Agassi to obtain a "quickie" divorce without careful preparation and review of the  
19 dissolution documents.  
20

21 3.14 Agassi has since learned that Dargey had been deceiving her throughout their  
22 marriage. For example, when they first began to date, Dargey pretended to claim that he had no  
23 idea that Agassi had a famous brother. Agassi has recently learned from former work colleagues  
24 that this was a lie. He would cold call Agassi from his speakerphone at work for over a year,  
25 while his colleagues would listen in as he attempted to convince her to go on a date. (This

1 undisclosed surveillance is illegal and immoral.) He knew exactly who he was targeting.  
2 Immediately after marriage, Dargey quit his sales job at Sprint, began living off of her salary,  
3 and took her money and her family's money to finance his first two projects. He also refinanced  
4 a property jointly owned with Agassi's parents and diverted money into his third project. When  
5 her money ran out, he raised funds for his first large scale projects by targeting her social circle.  
6 Agassi was shocked to learn from people in the EB5 world that Dargey gained creditability in  
7 China by using the reputation of the Agassi brand.  
8

9 3.15 She has also learned that Dargey had multiple affairs and saw prostitutes  
10 throughout their marriage, including an arrest for solicitation in 2013.

11 3.16 In addition to Anadacom, Dargey was the architect in establishing a company  
12 with Synergy Construction. The structure of this company includes partners from Anadacom.  
13 The specifics of this arrangement have not been disclosed to Agassi. Upon information and  
14 belief, this constitutes a partnership or other collaboration involving an ownership interest by  
15 Dargey. Agassi is willing to sign an NDA with Dargey, Synergy, Anadacom or others to  
16 protect valid interests related to the disclosure of this information to Agassi.  
17

18 3.17 Agassi has a vested financial interest in accessing the same information sought by  
19 the probation officer. The speed and amount of restitution directly bears on when Agassi will  
20 have the right to income to restore her life to some semblance of normalcy following Dargey's  
21 criminal enterprise.  
22

23 3.18 Agassi has asked Dargey for financial transparency regarding his business  
24 dealings, to protect her interests under the Agreement and the Order of Child Support. Dargey  
25 has refused. Furthermore, Agassi has the right to monitor Dargey's activities to help ensure that

1 this mental illness and self-destructive tendencies do not undermine the entire framework for  
2 rebuilding her life. Agassi has a right to know all businesses for which Dargey is providing any  
3 services; including, by way of example and not limitation, businesses that include Ms. Liu  
4 and/or her relatives in the United States, China or elsewhere.

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6 3.19 The Agreement is materially at variance with the parties' actual agreement in  
7 various respects. This includes, by way of example and not by way of limitation:

8 a. It does not provide an enforcement mechanism for Dargey's failure to  
9 obtain life insurance.

10 b. It does not provide Agassi the transparency in Dargey's financial affairs  
11 that Dargey promised when suggesting the dissolution of their marriage.

12 c. It does not provide any means for Agassi to monitor or understand how  
13 the restitution process is unfolding.

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15 3.20 Prior to their dissolution, Dargey often deferred to Agassi to assist in his business  
16 matters. Agassi reasonably believed that she would continue to have a "seat at the table" during  
17 the restitution phase of the Agreement. After Dargey remarried, he reneged on that promise.  
18 Agassi reasonably relied upon the promises of Dargey. She has been proximately caused  
19 damage as a result.

20  
21 3.21 The deficiencies in the Agreement are the result of a mutual mistake; or, in the  
22 alternative, the result of a unilateral mistake on the part of Agassi, combined with fraud and/or  
23 inequitable conduct on the part of Dargey.

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1 3.22 Agassi acknowledges that Dargey has been keeping some of his promises.

2 However, trust has been broken and she cannot be assured that he will honor his promise to help  
3 her rebuild all that they built together and that he destroyed through his recklessness.

4 3.23 Agassi merely wants – and is entitled to – contractual promises to protect her  
5 interests. Dargey went to prison for defrauding people. He has an uncanny ability to garner  
6 trust. He also has a well-documented history of mental illness and reckless behavior. He should  
7 not be permitted to use those powers to the detriment of Agassi and their children.  
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9 **IV. FIRST CAUSE OF ACTION – BREACH OF CONTRACT**

10 4.1 The foregoing allegations are re-alleged and fully incorporated herein.

11 4.2 Defendant has breached the Agreement by failing to obtain life insurance to  
12 protect Agassi's interest in maintenance.

13 4.3 Defendant is expressly or impliedly breaching his obligations to Agassi by using  
14 employment with Anadacom to delay or undermine the restitution process vital to Agassi's  
15 financial future.  
16

17 4.4 These breaches have proximately caused Agassi damages in an amount to be  
18 proven, and entitle Agassi to equitable remedies to enforce the Agreement.

19 **V. SECOND CAUSE OF ACTION – REFORMATION OF CONTRACT**

20 5.1 The foregoing allegations are re-alleged and fully incorporated herein.

21 5.2 The foregoing allegations support reformation of the Agreement, to provide  
22 Agassi with rights of access to information comparable to those held by the probation office,  
23 pending compliance with the restitution order and the payment of maintenance pursuant to the  
24 Agreement to the degree contemplated by the Agreement (i.e., millions of dollars per year).  
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5.3 Agassi is entitled to such legal and equitable relief in reformation of the Agreement as the Court finds just and equitable.

**VI. RELIEF REQUESTED**

WHEREFORE, Plaintiff prays for the following relief:

- A. Damages in an amount to be determined at trial or other summary adjudication;
- B. Equitable relief such as is deemed just and equitable; including an injunction directing Dargey to provide information on an ongoing basis as needed to protect Agassi’s interests;
- C. Attorneys’ fees and costs as may be permitted under statute, any applicable agreement, and common law; and
- D. Such other relief as the Court deems just and equitable.

DATED this 22<sup>nd</sup> day of February, 2021.

NOLD MUCHINSKY PLLC

By   
 Brian M. Muchinsky, WSBA #31860  
 Attorneys for Plaintiff