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Superior Court Of California  
County Of Los Angeles

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By Charlie L. Coleman, Deputy

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8 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
9 COUNTY OF LOS ANGELES

10  
11 YAEL TOBI, an Individual,

12 Plaintiff,

13 vs.

14 CKR LAW, LLP F/K/A CRONE  
KLINE RINDE LLP, a Limited  
15 Liability Partnership; JEFFREY A.  
RINDE, an individual; and DOES 1-20,  
16 inclusive,

17 Defendants.  
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CASE NO. **18STCV07334**

Assigned for all purposes to: \_\_\_\_\_

**COMPLAINT FOR:**

- (1) Breach of Contract;
- (2) Conversion;
- (3) Fraud – Concealment;
- (4) Fraud -- Misrepresentation;
- (5) Promissory Estoppel;
- (6) Failure to Pay Wages;
- (7) Failure to Furnish Timely and Accurate Wage Statements;
- (8) Waiting Time Penalties;
- (9) Unlawful Business Practices [Business & Professions Code §§ 17200-17208];
- (10) Unjust Enrichment;
- (11) Accounting; and,
- (12) Declaratory Relief

**DEMAND FOR JURY TRIAL**

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1 Plaintiff Yael Tobi (“Tobi” or “Plaintiff”) hereby brings this lawsuit and alleges as follow:

2 1. Plaintiff, Yael Tobi is and at all times mentioned herein was a California resident,  
3 living in Ventura County, California.

4 2. Plaintiff is informed and believes, and on that basis alleges, that Defendant CKR  
5 Law, LLP (“CKR”) formerly known as CRONE KLINE RINDE LLP is, and at all times  
6 mentioned herein was, a law firm and a Limited Liability Partnership with multiple offices in  
7 California, including but not limited to Century City, Los Angeles County California. Plaintiff is  
8 further informed and on that basis alleges that according to the New York Secretary of State,  
9 CKR is registered to do business in New York as a foreign entity with a jurisdiction in California.

10 3. Plaintiff is informed and believes, and on that basis alleges, that Defendant Jeffrey  
11 A. Rinde (“Rinde”) is, and at all times mentioned herein was the managing partner of CKR, and a  
12 New York resident doing business in California.

13 4. Plaintiff does not know the true names and capacities of the Defendants named  
14 herein as DOES 1 through 20, inclusive. Plaintiff will seek leave to amend this Complaint to  
15 allege their names and capacities when ascertained.

16 5. Plaintiff is informed and believes, and on that basis alleges, that the Defendants  
17 designated herein as DOES 1 through 20, inclusive, are persons or entities in some way  
18 responsible for the acts or omissions herein alleged, or that they are otherwise required to be  
19 joined as a party in order for Plaintiff to obtain all the relief to which it is entitled.

20 6. Plaintiff is informed and believes, and on that basis alleges, that the persons  
21 identified as DOES 1-20 (as well as the named Defendants) are liable to Plaintiff for all monies  
22 claimed in this lawsuit.

23 **JURISDICTION, VENUE AND STANDING**

24 7. This Court has Jurisdiction over this action and the parties, and is the proper venue  
25 to adjudicate this lawsuit under California Civil Procedure §§ 395 et seq because: (1) Defendants  
26 unlawful practice took place in Los Angeles County; (2) Defendants’ offices are located in Los  
27 Angeles County; (3) Defendants are doing business in Los Angeles County; and, (4) Plaintiff was  
28 employed by Defendants in Los Angeles County.

1 **ALTER EGO ALLEGATIONS**

2 8. Plaintiff is informed and believes, and on that basis alleges, that each of the  
3 Defendants, including DOES 1-20, was and is the agent, employee, employer, affiliate, co-  
4 conspirator, representative, alter ego, subsidiary, affiliate and/or partner of one or more of the  
5 other Defendants, and was, in performing the acts complained of herein, acting within the scope  
6 of such agency, employment, joint enterprise, conspiracy, or is in some other way responsible for  
7 the acts of one or more of the Defendants.

8 9. Plaintiff is informed and believes, and on that basis alleges, Rinde and others not  
9 yet identified are the alter egos of CKR. Rinde is the key decision maker for CKR, and has  
10 exercised complete dominion and control over CKR, its assets, business dealings, which were and  
11 are commingled and intermingled such that a unity of interest exists between Rinde and CKR.  
12 Moreover, Rinde has failed to maintain any of the LLP's formalities to show that he is separate  
13 and apart from CKR and, as such, is the alter ego of CKR.

14 10. Based on information and belief, Rinde diverted CKR's assets and cash for his  
15 own personal use without any justification or consideration.

16 11. Plaintiff is informed and believes, and on that basis alleges that as a result of the  
17 foregoing, Rinde and others yet to be identified were and are the instrumentality, conduit and alter  
18 ego of CKR so as to avoid any liability and to form a conspiracy and to aid and abet and to  
19 prevent Plaintiff from recovering monies from the agreements at issue in this lawsuit. As such,  
20 Rinde and others yet to be identified, are personally responsible for the debts of CKR, including  
21 the obligations under the agreements described herein. Unless the fiction of the "corporate  
22 entity" is ignored, an abuse of the corporate privilege, fraud and injustice will result, all to the  
23 irreparable injury of Plaintiff.

24 **GENERAL ALLEGATIONS**

25 12. Plaintiff is an attorney practicing law in California since 2004.

26 13. Plaintiff formed the law firm of Tobi Law Group, A Professional Corporation  
27 ("TLG") in early 2013.

1           14.     In or about August 2017, Rinde recruited Plaintiff to join CKR. Rinde provided  
2 Plaintiff with the option of joining CKR as either “an equity” partner or a “non equity” partner.

3           15.     When Plaintiff was reluctant to join CKR, Rinde induced her by advising her that  
4 if she agreed to a non-equity partnership position she would make a substantial amount of money  
5 in the initial couple of years because she would be entitled to a guaranteed payment of \$20,000  
6 per month and in addition 70% of all originated fees for matters that she worked on (and 50% of  
7 all originated fees for matter that she referred to other attorneys).

8           16.     When Plaintiff was still reluctant as such a commitment ultimately meant the  
9 termination of TLG, Rinde assured Plaintiff that her future was with CKR, that Plaintiff would  
10 likely become the head of CKR’s litigation group in the West Coast and that this was a long-term  
11 highly profitable opportunity whereby Plaintiff would likely end her career at CKR.

12           17.     To further lure Plaintiff to join CKR, Rinde represented that the firm was quickly  
13 growing and that there are many opportunities within the firm for Plaintiff to work on litigation  
14 matters for other attorneys, further yielding Plaintiff a 70% income of all such ori\_ ated fees.

15           18.     Rinde assured Plaintiff that he would be her contact person and that he would  
16 assist Plaintiff build her practice and market CKR, by traveling with Plaintiff for business  
17 development meetings, including in Israel.

18           19.     Rinde further assured Plaintiff that CKR would continue to expand and open  
19 offices throughout the United States and worldwide, and that such offices would include a large  
20 litigation group.

21           20.     On or about August 19, 2017 and effective August 27, 2017, Plaintiff and  
22 Defendants entered into a written agreement concerning Plaintiff becoming a non-equity partner  
23 in CKR (“Employment Agreement”).

24           21.     Pursuant to the Employment Agreement to further assure Plaintiff that the intent  
25 was for Plaintiff’s position with CKR to be ongoing and long term, the Employment Agreement  
26 stated that “we [Defendants] will also make you an equity partner of the Firm prior to the  
27 expiration of the Term if and when you request to terminate this agreement and convert your  
28 position at the Firm to an equity partner instead.”



1           22.    The Employment Agreement provided the following compensation structure:

2                   (i)    “One Hundred percent (100.0%) of the existing Accounts Receivable and  
3                   Work in Process from your existing clients identified on Schedule A (“Existing Tobi A/R  
4                   and WIP”). With respect to Existing Tobi A/R and WIP you shall have the discretion to  
5                   invoice and collect fees through Tobi Law Group, APC or the Firm also after the  
6                   Commencement Date;

7                   (ii)   One Hundred percent (100.0%) of all Originated Fees up to an aggregate of  
8                   \$200,000 paid by your existing clients identified on Schedule B (“Existing Tobi Clients”),  
9                   where (x) you originate, supervise or perform all the work for the Existing Tobi Clients  
10                  and (y) such Originated Fees are incurred during the Initial Term and billed during the  
11                  Initial Term or the following month (“First Existing Tobi Client Fees”);

12                  (iii)   The Firm will provide you with a minimum monthly payment of \$20,000  
13                  (the “Minimum Monthly Pay”) for the duration of the Term with the first Minimum  
14                  Monthly Pay being on September 1, 2017 and each Minimum Monthly Pay provided to  
15                  you on the 1<sup>st</sup> of each month. However, this amount shall or any portion thereof (if any)  
16                  be deducted from the First Existing Tobi Client Fees as and when collected. You will not  
17                  be responsible for repayment of the Minimum Monthly Pay other than from the First  
18                  Existing Tobi Client Fees;

19                  (iv)   Seventy percent (70.0%) of all Originated Fees from the Existing Tobi  
20                  Clients, excluding the First Existing Tobi Client Fees, where (x) you supervise or perform  
21                  the work and (y) such Originated Fees are incurred during the Initial Term and billed  
22                  during the Initial Term or the following month;

23                  (v)   Seventy percent (70.0%) of all Originated Fees from clients of the Firm  
24                  (excluding the Existing Tobi Clients) that are generated or originated by you (“Additional  
25                  Tobi Clients”);

26                  (vi)   Fifty percent (50.0%) of all Originated Fees from the Existing Tobi Clients  
27                  and Additional Tobi Clients, where you request other attorneys at the Firm to supervise or  
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1 work on the matter(s) and such work is done by other attorneys or paralegals at the Firm;  
2 and

3 (vii) Seventy percent (70.0%) of all Originated Fees, if any, that are derived  
4 from existing or new clients originated by other attorneys at the Firm ("CKR Clients"),  
5 but *only* with respect to any matters that you are specifically requested by the Firm to  
6 work on and are assigned to you, and only to the extent of those Originated Fees allocable  
7 to the assigned work that is done by you on such matter(s), whether billed at your hourly  
8 rate that we agree upon, or in cases of a fixed fee arrangement, by a mutually agreed upon  
9 percentage of Originated Fees (to be generally based upon the amount by which your time  
10 bears to the total time expended by all attorneys on such matter). ((i) - (vii)), collectively  
11 referred to as the "Monthly Draw")"

12 23. Additionally, pursuant to the Employment Agreement, "The Firm will provide a  
13 written statement of Originated Fees monthly and shall pay in arrears any Monthly Draw owed,  
14 subject to receipt of payment thereon from the client, on or prior to the 15<sup>th</sup> day of the month  
15 immediately following the end of each month in which the relevant Originated Fees are  
16 collected."

17 24. Moreover, the Firm was to provide a discretionary annual bonus based on  
18 Plaintiff's overall contribution to the Firm, including due consideration of Plaintiff's marketing,  
19 administrative and other roles and responsibilities with the Firm.

20 25. Despite of the written Employment Agreement, Defendants failed to pay Plaintiff  
21 any portion of the Monthly Draw subject to paragraphs (iv-vii) (hereinafter "70% of Originated  
22 Fees.")

23 26. With respect to paragraph iii and the Minimum Monthly Pay, Defendants made  
24 untimely incomplete payments of the Minimum Monthly Pay, making unauthorized and improper  
25 deductions, while entirely failing to pay the Minimum Monthly Pay for a period of approximately  
26 three months.

27 27. In or about March 2018, Plaintiff e-mailed Rinde to inquire about Defendants'  
28 failure to pay the Monthly Draw and specifically the 70% of Originated Fees. During a telephone

1 conference, on or about April 13, 2018, Rinde assured Plaintiff that Defendants had every  
2 intention of complying with each of the terms in the Employment Agreement. Specifically Rinde  
3 promised Plaintiff that she would receive all Monthly Draw payments, including those listed in  
4 paragraphs iv-vii of the Employment Agreement (in addition to the Minimum Monthly Pay).  
5 Rinde further requested that Plaintiff provide him with a list of matters that are subject to the  
6 Monthly Draw, for which Plaintiff has not been compensated.

7 28. Pursuant to Rinde's request, on or about April 24, 2017, Plaintiff e-mailed Rinde a  
8 document that included a list of the client/matters that Plaintiff billed, balances owed, what the  
9 firm has collected and total amounts due to Plaintiff pursuant to the Monthly Draw subject to  
10 paragraphs (iv-vii) (i.e. the 70% of Originated Fees). Rinde did not dispute any of the items  
11 included in Plaintiff's e-mail and document and assured Plaintiff that Defendants would indeed  
12 pay Plaintiff all monies due under the Employment Agreement.

13 29. Despite of Rinde's promises, Defendants failed to pay Plaintiff the 70% of  
14 Originated Fees, subject to paragraphs (iv-vii) of the Employment Agreement.

15 30. On or about April 5, 2018, only 12 days before income tax returns were due, CKR  
16 e-mailed Plaintiff a "draft" copy of Plaintiff's K-1 despite the fact that Plaintiff was not an equity  
17 partner in CKR and did not share in CKR's profits and losses. The delay caused Plaintiff to file  
18 an extension on her tax returns. The draft K-1 was inaccurate and failed to include taxes  
19 purportedly paid on Plaintiff's behalf in several states. In as late as June 2018, when Plaintiff  
20 inquired about this (so that she could file her tax returns) Plaintiff was told that the firm still did  
21 not have the final calculations and has yet to pay some of the state taxes. Despite of this, without  
22 any authorization or consent, the Firm withheld funds from Plaintiff's Minimum Monthly Pay  
23 claiming the funds were used to pay Plaintiff's portion of certain state taxes.

24 31. On or about June 19, 2018 Plaintiff was traveling to Israel. The main purpose of  
25 the trip was to engage in substantial marketing on CKR's behalf. Plaintiff paid for all fees and  
26 costs associated with the trip. Upon her arrival to Israel, Plaintiff discovered that CKR has  
27 FedExed (to the wrong address) a one-paragraph letter, abruptly terminating the relationship.  
28 Plaintiff immediately reached out to Rinde to discuss the letter as she had multiple meetings

1 scheduled in Israel, but Rinde was nonresponsive and evasive. Indeed, in over two months from  
2 receipt of the termination letter, Plaintiff was unable to arrange for a single call with Rinde.

3 32. Finally, in or about August 16, 2018, two days before the purported Employment  
4 Agreement was to terminate, Rinde agreed to discuss the matter with Plaintiff. During that call,  
5 again Rinde assured Plaintiff that CKR would comply with the Employment Agreement and that  
6 Defendants were interested in continuing their relationship with Plaintiff but that they would like  
7 to revise the Employment Agreement. Thus, it was agreed that the Employment Agreement  
8 would extend (until September 26, 2018) to allow Defendants sufficient time to provide Plaintiff  
9 with a revised Employment Agreement.

10 33. When Defendants did not provide Plaintiff with the Revised Employment  
11 Agreement and further failed to provide Plaintiff her Minimum Monthly Pay, Plaintiff, on several  
12 occasions reached out to Rinde to inquire. Rinde ignored each of Plaintiff's inquiries.

13 34. While Plaintiff was still waiting for Rinde's response and the Revised  
14 Employment Agreement, she discovered from Opposing Counsel that her employment with CKR  
15 was terminated. Indeed, Opposing Counsel called CKR and was told Plaintiff was no longer with  
16 the firm. CKR further without prior notice terminated Plaintiff's ability to access her e-mails and  
17 files with CKR prejudicing Plaintiff's (and CKR's) client as well as Plaintiff's reputation and  
18 credibility with clients, opposing parties and others in the legal profession. Defendants did not  
19 allow Plaintiff access to her e-mails even after Plaintiff requested temporary access to ensure  
20 none of her clients were prejudiced.

21 35. Despite of Defendant's termination of Plaintiff's employment, Defendants failed  
22 to and still refuse to pay Plaintiff all monies due under the Employment Agreement. Defendants  
23 failed to pay Plaintiff the 70% of Originated Fees pursuant to paragraphs (iv-vii) of the  
24 Employment Agreement as well as approximately three months of the Minimum Monthly Pay.

25 36. Plaintiff has attempted to contact Rinde several times since their last telephone  
26 conference of August 2018, but Rinde has ignored all of Plaintiff's attempts. Indeed, Defendants  
27 have entirely ignored Plaintiff's efforts to collect monies due under the Employment Agreement.

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**FIRST CAUSE OF ACTION**  
**(Breach of the Employment Agreement – Against all Defendants)**

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2 37. Plaintiff hereby repeats and incorporates by reference the allegations set forth  
3 above.

4 38. Plaintiff and Defendants entered into a written Employment Agreement on or  
5 about August 19, 2017 (effective August 27, 2017).

6 39. Under Employment Agreement, Defendants amongst other things were required to  
7 perform the following:

8 a. Provide Plaintiff with a Minimum Monthly Pay of \$20,000 for the duration of  
9 the Employment Agreement, “with the first Minimum Monthly Pay being on September  
10 1, 2017 and each Minimum Monthly Pay provided to [Plaintiff] on the 1<sup>st</sup> of each month.”

11 b. Provide Plaintiff with “Seventy percent (70.0%) of all Originated Fees from  
12 the Existing Tobi Clients, excluding the First Existing Tobi Client Fees, where (x)  
13 [Plaintiff] supervise or perform the work and (y) such Originated Fees are incurred during  
14 the Initial Term and billed during the Initial Term or the following month”;

15 c. Provide Plaintiff with Seventy percent (70.0%) of all Originated Fees from  
16 clients of the Firm (excluding the Existing Tobi Clients) that are generated or originated  
17 by Plaintiff;

18 d. Provide Plaintiff with Fifty percent (50.0%) of all Originated Fees where  
19 Plaintiff request other attorneys at the Firm to supervise or work on the matter(s) and such  
20 work is done by other attorneys or paralegals at the Firm;

21 e. Provide Plaintiff with Seventy percent (70.0%) of all Originated Fees, if any,  
22 that are derived from existing or new clients originated by other attorneys at the Firm that  
23 Plaintiff was requested by the Firm to work and were assigned to Plaintiff;

24 f. The Firm was further to provide Plaintiff with a written statement of  
25 Originated Fees monthly on or prior to the 15<sup>th</sup> day of the month immediately following  
26 the end of each month in which the relevant Originated Fees were collected;

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g. Additionally, Plaintiff was entitled to a discretionary annual bonus based on Plaintiff's overall contribution to the Firm, including due consideration of your marketing, administrative and other roles and responsibilities with the Firm.

40. Defendants have breached the Employment Agreement in that they failed to pay Plaintiff any of the 70% (or 50%) Originated Fees Draw pursuant to paragraphs (b)-(e) above (i.e. Paragraphs iv-vi of the Employment Agreement).

41. Defendants have further breached the Employment Agreement in that they failed to pay some of the Minimum Monthly Payments pursuant to paragraph (a) above (paragraph iii of the Employment Agreement). With respect to the Minimum Monthly Payments that were paid, they were untimely and improper deductions were made.

42. Indeed, Defendants have failed to pay Plaintiff the compensation identified above and refused and are still refusing to pay the Plaintiff all monies due and owed under the Employment Agreement.

43. Defendants additionally breached the Employment Agreement in that they did not even consider providing a discretionary annual bonus as discussed in the Employment Agreement.

44. Defendants' further breached the Employment Agreement in that they failed to provide Plaintiff with a written statement of originated fees on the 15<sup>th</sup> of each month.

45. Plaintiff has performed all of the covenants and conditions of the Contract to be performed on her part, except to the extent that such performance has been prevented, excused, hindered, or waived by the Defendants.

46. Plaintiff is informed and believes, and thereon alleges that, as a direct and proximate result of the material breach of the Contract by the Defendants, Plaintiff has sustained general, special, consequential, and incidental damages in an amount presently unknown but believed to be in excess of \$250,000, to be determined according to proof at trial.







1           56. Plaintiff is informed and believes and on that basis alleges that Defendants  
2 intentionally failed to reveal, concealed and suppressed the fact that they did not register with the  
3 California Secretary of State and the California State Bar as required by law.

4           57. Plaintiff is informed and believes and on that basis alleges that Defendants further  
5 failed to reveal, concealed and suppressed the fact that they intended on misclassifying Plaintiff  
6 as an equity partner despite the fact that Plaintiff was an employee of CKR and did not share in  
7 any of the profits and losses of CKR.

8           58. Plaintiff is informed and believes and on that basis alleges that Defendants further  
9 failed to reveal, concealed and suppressed the fact that they had no intention of continuing to  
10 employ Plaintiff beyond the initial term. Indeed, Plaintiff is informed and believes that  
11 Defendants were merely using Plaintiff to recruit additional attorneys (as the firm would appear  
12 larger and more established).

13           59. Plaintiff is informed and believes and on that basis alleges that Rinde recruited  
14 Plaintiff (and other attorneys) to use Plaintiff (and others) to improperly and fraudulently file tax  
15 returns reflecting a larger number of partners sharing the profits and liabilities to reduce  
16 Defendants' tax obligations. In reality however, Plaintiff and other attorneys classified as partners  
17 were not in fact partners in the LLP, were not sharing CKR's profits and liabilities and were  
18 certainly not subject to schedule K-1.

19           60. Plaintiff is informed and believes and on that basis alleges that Rinde concealed  
20 the fact that CKR did not have a litigation practice in Southern California, was unable to support  
21 Plaintiff's litigation practice or provide Plaintiff with any billable work from CKR's purported  
22 litigation practice.

23           61. Plaintiff is informed and believes and on that basis alleges that Rinde concealed  
24 the fact that CKR did not have any litigation or legal support including but not limited to  
25 secretarial staff, paralegals or even a computer for Plaintiff's use.

26           62. When Plaintiff entered into the Employment Agreement she did not know about  
27 said concealed facts.

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1           b.       that CKR was an established International Law Firm with a litigation  
2 practice throughout California and the United States;

3           c.       that CKR had substantial amount of work for litigators.

4           d.       that Defendants expected and hoped that Plaintiff's position with CKR  
5 would be one of a long-term basis. In fact Rinde specifically represented to Plaintiff that  
6 he expected that Plaintiff would remain with CKR until she retired making a seven figure  
7 income;

8           e.       that Plaintiff was to head the CKR West Coast Litigation group;

9           f.       that CKR had and would provide litigation support for Plaintiff including  
10 but not limited to secretarial and paralegal support;

11          g.       that during the initial few years of employment Plaintiff's focus would be  
12 marketing (as oppose to billable hours);

13          h.       that CKR would provide Plaintiff with support to assist Plaintiff build  
14 CKR's practice in Israel. In fact, Rinde specifically promised to travel with Plaintiff to  
15 Israel to meet with clients and potential clients, and;

16          i.       that Plaintiff was not required to work from the Century City office, and  
17 instead could work from home.

18       70.       Indeed, to induce Plaintiff to join CKR, Rinde repeatedly made false promises and  
19 assured Plaintiff that her relationship with CKR was one of a long-term nature and highly  
20 profitable in that in addition to a guaranteed income of \$20,000 per month, Plaintiff would  
21 receive 70% of all originating fees for work billed by Plaintiff; and, 50% of all originating fees  
22 for matters referred to other attorneys' at CKR. Finally, Rinde assured Plaintiff that CKR had a  
23 significant book of litigation business and as such Plaintiff could continuously work on matters  
24 belonging to CKR's clients while receiving 70% of all such originating fees.

25       71.       The above false promises and misrepresentations were made by Rinde on or about  
26 August 2017 during his meeting with Plaintiff and also in subsequent communications. Rinde  
27 continued to make such misrepresentations and assurances throughout Plaintiff's employment  
28 with Defendants.

1           72. Plaintiff is informed and believes, and on that basis alleges, that when each of  
2 these material misrepresentations were made, Rinde knew them to be false and he made these  
3 false statements with the intent to deceive and defraud Plaintiff.

4           73. Indeed, Plaintiff hesitated before she joined CKR and entered into the  
5 Employment Agreement because such a decision entailed terminating TLG, a law firm that  
6 Plaintiff formed and operated for years. Nonetheless, Rinde made the above misrepresentations  
7 and concealments to induce Plaintiff to join CKR. Indeed, in many communications leading up to  
8 the Employment Agreement and even afterwards, Rinde continuously repeated the false  
9 statements, promises and assurances discussed above.

10          74. Based on information and belief, Rinde's actions and representations described  
11 hereinabove were false.

12          75. Based on information and belief the actions and representations described  
13 hereinabove were made intentionally and/or recklessly.

14          76. Based on information and belief, the actions and representations described  
15 hereinabove were material.

16          77. Plaintiff is informed and believes, and on that basis alleges that Rinde knew that  
17 the above material representations were false and were made with the intent to deceive and  
18 defraud Plaintiff.

19          78. Plaintiff is informed and believes, and on that basis alleges, that Rinde made these  
20 material misrepresentations and concealments with the intent to deceive and defraud Plaintiff and  
21 induce Plaintiff to take actions detrimental to Plaintiff's interests.

22          79. Plaintiff was ignorant of the true facts when Rinde made the foregoing material  
23 misrepresentations and concealments. .

24          80. Plaintiff relied upon Defendants' deception in that amongst other things she  
25 entered into the Employment Agreement and continued her employment with Defendants.  
26 Plaintiff further relied upon Defendants' concealment and misrepresentations in that she  
27 transferred TLG's clients to CKR, and throughout her employment with CKR she marketed  
28 CKR's services to clients and potential clients.



1 not limited to secretarial and paralegal support;

2 f. during the initial few years of employment Plaintiff's focus would be  
3 marketing (as oppose to billable hours);

4 g. CKR would provide Plaintiff with support to assist Plaintiff build CKR's  
5 practice in Israel. In fact, Rinde specifically promised to travel with Plaintiff to Israel to  
6 meet with clients and potential clients, and;

7 h. Plaintiff was not required to work from the Century City office, and instead  
8 could work from home.

9 87. Indeed, Plaintiff hesitated before she joined CKR and entered into the  
10 Employment Agreement because such a decision entailed terminating TLG, a law firm that  
11 Plaintiff formed and operated for years. Nonetheless, Rinde made the above misrepresentations  
12 and concealments to induce Plaintiff to join CKR. Indeed, in many communications leading up to  
13 the Employment Agreement and even afterwards, Rinde continuously repeated the false  
14 statements, promises and assurances discussed above.

15 88. Additionally, in or about February and again in April 2018 Rinde assured Plaintiff  
16 that Defendants would comply with each of the terms of the Employment Agreement; that  
17 Plaintiff would likely become the head of CKR's West Coast Litigation Group; and, that  
18 Plaintiff's relationship with CKR was one of a long-term nature.

19 89. Rinde's promises were false.

20 90. Rinde knew his promises were false when he made such promises.

21 91. Defendants failed to comply with the abovementioned promises. Indeed,  
22 Defendants failed to pay all monies due and owing pursuant to the abovementioned promises.

23 92. Plaintiff relied upon Defendants' deception in that amongst other things she  
24 entered into the Employment Agreement and continued her employment with Defendants.

25 93. Plaintiff further relied upon Defendants' false promises in that she transferred  
26 TLG's clients to CKR, and throughout her employment with CKR she marketed CKR's services  
27 to clients and potential clients.

28 94. Additionally, Plaintiff continued to rely on Rinde's false promises in that amongst

1 other things she continued to bill clients through CKR; she continued to market CKR to clients  
2 and potential clients; she maintained her employment with CKR; and, she did not enforce  
3 Defendants' obligations and stayed any legal action until the filing of this Complaint.

4 95. Defendants knew or should have known that Plaintiff would reasonably rely on  
5 their promises.

6 96. Plaintiff actually relied on the promises made by Rinde.

7 97. As a result of Defendants' conduct, Plaintiff suffered substantial losses and  
8 damages including to her reputation and goodwill in an amount presently unknown, to be  
9 determined according to proof at trial.

10 **SIXTH CAUSE OF ACTION**  
11 **(Failure to Pay Wages -- Against all Defendants)**

12 98. Plaintiff hereby repeats and incorporates by reference the allegations set forth  
13 above.

14 99. As discussed hereinabove Plaintiff was employed by CKR from August 27, 2017  
15 through on or about October 1, 2018. Pursuant to such an Employment Agreement, Plaintiff was  
16 entitled to a Minimum Monthly Pay of \$20,000 and 70% of Originated Fees as discussed above.

17 100. Plaintiff rendered the services required of her, yet Defendants failed to pay such  
18 compensation to Plaintiff.

19 101. As a result of the work performed by Plaintiff, Defendants owe Plaintiff all wages,  
20 including but not limited to the Minimum Monthly Pay and 70% of Originated Fees under the  
21 terms of the Employment Agreement, and all unpaid wages to date in an amount according to  
22 proof at trial.

23 102. Although Plaintiff has demanded payment and provided Defendants with a  
24 detailed account of monies due, Defendants have refused and continue to refuse to pay Plaintiff  
25 said funds.

26 103. As discussed hereinabove, Defendants failure to pay Plaintiff the wages due and  
27 owing was willful in that Plaintiff made multiple requests and also provided Defendants with  
28



1 detailed accounting correlating to the provisions of the Employment Agreement, but Defendants  
2 have refused to pay the amounts due and owing Plaintiff.

3 104. Defendants willful failure to pay Plaintiff the wages owed is a violation of  
4 California Labor Code §203 that provides that an employee's wages will continue as a penalty  
5 until paid up to 30 days from the time the wages were due. Therefore, Plaintiff is entitled to a  
6 penalty in an amount to be determined according to proof at trial but such penalty should equate  
7 to at least the Minimum Monthly Pay that Plaintiff was entitled to under the Employment  
8 Agreement.

9 105. Pursuant to California Labor Code § 218.5, Plaintiff is further entitled to attorneys'  
10 fees and costs incurred by in this action.

11 **SEVENTH CAUSE OF ACTION**  
12 **(Failure to Furnish Timely and Accurate Wage Statements --**  
13 **Against all Defendants)**

14 106. Plaintiff hereby repeats and incorporates by reference the allegations set forth  
15 above.

16 107. Cal. Labor Code § 226 provides that an employer must furnish employees with "an  
17 accurate itemized statement in writing showing amongst other things all deductions, net wages  
18 earned, inclusive dates of the period of which the employee is paid, and name and address of the  
19 legal entity that is the employer.

20 108. At all times relevant herein, Defendants violated Labor Code § 226, in that  
21 Defendants failed to properly and accurately provide Plaintiff with itemized statement  
22 showing the above.

23 109. Defendants further wrongfully withheld monies from Plaintiff's pay.

24 110. Defendants additionally wrongfully and improperly provided Plaintiff with a Form  
25 1065, Schedule K-1, well aware that Plaintiff was not an equity partner at CKR. Plaintiff did not  
26 share any of the profits or losses of CKR. Indeed, in actuality Plaintiff was an employee of CKR.

27 111. Defendants knowingly and intentionally failed to comply with Labor Code §226,  
28 causing damages to Plaintiff. These damages include, but are not limited to, unpaid wages, the

1 amount of employment taxes that were not properly paid to state and federal tax authorities, plus  
2 reasonable attorney's fees and costs pursuant to Labor Code § 226(g).

3 112. As a result of Defendants' violations, Defendants are liable to Plaintiff for an  
4 amount determined according to proof at trial and as provided by the Labor Code.

5 **EIGHTH CAUSE OF ACTION**  
6 **(Waiting Time Penalties -- Against all Defendants)**

7 113. Plaintiff hereby repeats and incorporates by reference the allegations set forth  
8 above.

9 114. Pursuant to California Labor Code § 201, if an employer discharges an employee,  
10 the wages earned and unpaid at the time of the discharge are due and payable immediately.  
11 Pursuant to California Labor Code § 202, if an employee quits his or her employment, the wages  
12 earned and unpaid at the time of the discharge are due and payable within seventy-two (72) hours  
13 of the resignation.

14 115. Plaintiff was terminated from her employment with Defendants and has not  
15 received the overtime compensation and other wages she rightfully earned pursuant to the  
16 Employment Agreement and California Labor Code.

17 116. Defendants willfully refused, and continue to refuse, to pay Plaintiff all wages  
18 earned in a timely manner as required by the Employment Agreement and the California Labor  
19 Code.

20 117. Defendants willful failure to pay Plaintiff the wages owed is a violation of  
21 California Labor Code §203 that provides that an employee's wages will continue as a penalty  
22 until paid up to 30 days from the time the wages were due. As such, Plaintiff is entitled to  
23 waiting time penalties in the amount of up to thirty (30) days' wages under Labor Code §203,  
24 together with interest thereon and reasonable attorneys' fees and costs.  
25  
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1 **TWELFTH CAUSE OF ACTION**  
2 **(Declaratory Relief -- Against all Defendants)**

3 135. Plaintiff hereby repeats and incorporates by reference the allegations set forth  
4 above.

5 136. There presently exists a dispute and controversy over the rights, liabilities and  
6 duties of the various parties herein. Plaintiff seeks a determination of these parties' rights,  
7 liabilities and duties.

8 137. Plaintiff contends that Defendants improperly breached the Employment  
9 Agreement discussed herein.

10 138. Plaintiff further claims that Defendants have defrauded her in that they made  
11 material misrepresentations and concealments to induce Plaintiff to enter into the Employment  
12 Agreement.

13 139. Plaintiff is informed and believes, and based thereon allege, that the Defendants  
14 deny Plaintiffs' contentions in whole or in part.

15 140. Plaintiff desires a judicial determination of her respective rights and duties of and  
16 those of Defendants with respect to the matters set forth above.

17 141. Plaintiff desires a judicial determination, ordering specific performance of the  
18 Employment Agreement

19 142. An actual controversy has arisen and now exists between Plaintiff and Defendants  
20 as to obligations, damages and liabilities stemming from the transactions and conduct alleged  
21 herein.

22 143. Judicial determination is necessary and appropriate at this time in order that  
23 Plaintiff and Defendants may ascertain liability, with respect to their obligations and/or rights  
24 under the transactions alleged herein.

1 **PRAYER FOR RELIEF**

2 WHEREFORE, Plaintiff prays for judgment, jointly and severally, against each of the  
3 defendants, and DOES 1-20, inclusive, as follows:

- 4 1. For compensatory damages, including mitigational damages in an amount  
5 according to proof;
- 6 2. For damages for breach of the Employment Agreement in an amount according to  
7 proof;
- 8 3. For waiting time penalties per California Labor Code;
- 9 4. For all applicable penalties pursuant to California Labor Code and all other  
10 applicable Employment Laws and Regulations;
- 11 5. For damages resulting from Defendants' fraudulent conduct and fraudulent  
12 transfers;
- 13 6. For Prejudgment and post judgment interest;
- 14 7. For attorneys' fees;
- 15 8. For punitive and exemplary damages;
- 16 9. For an accounting;
- 17 10. For costs of suit herein incurred;
- 18 11. For a declaration of Plaintiff's rights and duties; and,
- 19 12. For such other and further relief, including injunctive relief, as the Court may  
20 deem just and proper.

21 Respectfully submitted,

22 DATED: December 5, 2018

23 TOBI LAW GROUP,  
24 A PROFESSIONAL CORPORATION

25 By:   
26 \_\_\_\_\_

27 Yael Tobin  
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**JURY TRIAL DEMAND**

Plaintiff hereby demands a trial by jury.

Respectfully submitted,

DATED: December 5, 2018

TOBI LAW GROUP,  
A PROFESSIONAL CORPORATION



By: \_\_\_\_\_  
Yael Tobi