

Assigned for all purposes to: Santa Monica Courthouse, Judicial Officer: Mark Young

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5 Attorneys for Plaintiffs  
Colette Pelissier, Brigham Field and  
6 Malibu Media, LLC

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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
9 **FOR THE COUNTY OF LOS ANGELES – WEST DISTRICT**

10 COLETTE PELISSIER, an individual, )  
11 BRIGHAM FIELD, an individual, and )  
12 MALIBU MEDIA, LLC, a California limited )  
liability company )

13 Plaintiffs, )

14 vs. )

15 EDGAR SARGSYAN, an individual, ART )  
16 KALANTAR, an individual, HENRIK )  
MOSESI, an individual, PILLAR LAW )  
17 GROUP, a professional law corporation, and )  
Does 1 through 10, inclusive, )

18 Defendants. )

CASE NO. \_\_\_\_\_

**COMPLAINT FOR:**

- 1. **Rescission**
- 2. **Conversion**
- 3. **Breach of Fiduciary Duty**
- 4. **Damages under Penal Code**
- 5. **Fraud/misrepresentation**
- 6. **Quiet title**

**REQUEST FOR JURY TRIAL**

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1 Plaintiffs Colette Pelissier, Brigham Field and Malibu Media, LLC (“Plaintiffs”)  
2 hereby alleged as follows.

3 **INTRODUCTION**

4 1. This case concerns the lengths to which an attorney has gone to steal  
5 from, and defraud, a client and persons affiliated with that client, including forging a  
6 number of documents and failing to turn over funds collected on behalf of the client.  
7 The egregious conduct culminated in recording a fraudulent deed of trust against a  
8 residential lot in Malibu, knowing the owners were in the process of financing the  
9 property, and in order to hold the property hostage and extract a ransom for releasing  
10 the illegal lien. By this action, Plaintiffs seek to recover the damages caused by this  
11 deplorable conduct, as well as an award of punitive damages sufficient to punish and  
12 deter such conduct in the future.

13 **PARTIES**

14 2. Plaintiff Colette Pelissier (“Pelissier”) is, and at all material times has  
15 been, a resident of the State of California, County of Los Angeles.

16 3. Plaintiff Brigham Field (“Field”) is, and at all material times has been, a  
17 resident of the State of California, County of Los Angeles.

18 4. Plaintiff Malibu Media, LLC (“Malibu Media”) is a limited liability  
19 company duly organized and existing under the laws of the State of California and  
20 doing business in the County of Los Angeles. Pelissier in the sole Manager and  
21 Member of Malibu Media.

22 5. Plaintiffs are informed and believe that defendant Edgar Sargsyan  
23 (“Sargsyan”) is, and at all material times has been, a resident of the State of California,  
24 County of Los Angeles.

25 6. Plaintiffs are informed and believe that defendant Pillar Law Group  
26 (“PLG”) is a professional law corporation duly existing under the laws of the State of  
27 California and doing business in the State of California, County of Los Angeles.

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1 Plaintiffs are informed and believe that Sargsyan is the Chief Executive Officer and  
2 sole director of PLG.

3 7. Plaintiffs are informed and believe that defendant Henrik Mosesi  
4 (“Mosesi”) is, and at all material times has been, a resident of the State of California,  
5 County of Los Angeles. Mosesi is an attorney licensed to practice law in California  
6 and was represented by Sargsyan to be a partner at PLG.

7 8. Plaintiffs are informed and believe that defendant Art Kalantar  
8 (“Kalantar”) is, and at all material times has been, a resident of the State of California,  
9 County of Los Angeles. Kalantar is an attorney licensed to practice law in California  
10 and was represented by Sargsyan to be a partner at PLG.

11 9. Plaintiffs are currently unaware of the true names and capacities of the  
12 defendants sued in this complaint as DOES 1 through 10, and sue these defendants by  
13 these fictitious names. Plaintiffs will amend this complaint to allege their true names  
14 and capacities when ascertained. References herein to defendants include the  
15 defendants named herein as DOES 1-10.

16 **FACTS COMMON TO ALL COUNTS**

17 10. Pelissier and Field are husband and wife and own real property (a vacant  
18 lot) located at 11824 Ellice St., Malibu, California 90265 (“the Property”). Plaintiffs  
19 purchased the Property in March 2014.

20 11. In or around October 2015, Sargsyan approached Pelissier and Field  
21 about renting their home for a dinner party. Sargsyan told Pelissier and Field that he  
22 was a lawyer, and was a partner at PLG, a California law firm. In subsequent meetings  
23 and discussions, Sargsyan questioned Pelissier and Field about their businesses and real  
24 estate holdings, and solicited them to retain him and PLG to provide legal services to  
25 their various business and ventures. At the time of these meetings and discussions,  
26 Pelissier and Field assumed that Sargsyan was, in fact, an attorney duly licensed to  
27 practice law in California. Pelissier and Field learned much later that Sargsyan did not  
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1 have a license to practice law at the time of these meetings and discussions, and did not  
2 obtain his license to practice law until May 2016.

3 12. Among the legal work that Sargsyan solicited before he was licensed to  
4 practice law was work for Malibu Media. Malibu Media is a media company and was  
5 engaged in substantial copyright litigation at the time. Malibu Media had filed well  
6 over 100 cases and was seeking millions of dollars in damages. Sargsyan convinced  
7 Malibu Media to change its counsel to him and PLG, and to pay him and PLG (a) 50%  
8 of all amounts recovered in the lawsuits and (b) all expenses incurred by PLG in  
9 connection with the lawsuits.

10 13. PLG and Sargsyan represented Malibu Media in connection with the  
11 copyright litigation for approximately six months. During that time period, PLG and  
12 Sargsyan recovered approximately \$2.4 million in the copyright lawsuits. Those funds  
13 should have been deposited into PLG's client trust account on behalf of Malibu Media  
14 for distribution to Malibu Media. Yet PLG and Sargsyan only remitted \$40,000 to  
15 Malibu Media. Malibu Media is informed and believes that PLG inappropriately  
16 transferred the funds rightfully belonging to Malibu Media to, or for the benefit of,  
17 Sargsyan, Mosei and Kalantar.

18 14. Sargsyan also represented to Pelissier and Field that he was a real estate  
19 developer and could develop the Property within eighteen to twenty-four months.  
20 Sargsyan promised that he would pay all costs relating to the Property and other  
21 maintenance fees. In return, Sargsyan proposed that the proceeds from the sale of the  
22 developed Property be split. The parties entered into an agreement to this effect on or  
23 about November 16, 2015.

24 15. In furtherance of this agreement for development of the Property,  
25 Pelissier and Field transferred title to the Property to California's Best Holdings, LLC  
26 (Sargsyan's company) and Colette Properties, LLC (Pelissier's company). However,  
27 one of the conditions of this agreement was that the new title holders of the Property  
28 must pay off a second mortgage of \$2 million secured against the Property no later than

1 December 1, 2016, something Sargsyan represented he could accomplish. If the \$2  
2 million loan was not paid off by that date, California’s Best Holdings, LLC and Colette  
3 Properties, LLC would forfeit title and ownership would revert back to Pelissier and  
4 Field. Later, California’s Best Holdings, LLC’s interest in the Property was transferred  
5 to Regdalin Properties, LLC (“Regdalin”), another company owned and controlled by  
6 Sargsyan.

7 16. Sometime before the December 1, 2016 deadline to pay off the second  
8 mortgage, knowing that he was unable to do so, and in a fraudulent and malicious  
9 effort to avoid the automatic forfeiture, Sargsyan forged Pelissier’s signature on a grant  
10 deed purporting to convey the Property from Colette Properties, LLC and Regdalin, as  
11 joint owners, to Regdalin as sole owner. The forged deed states that the transfer was a  
12 “gift” to Regdalin. Though the forged grant deed was purportedly signed by Sargsyan  
13 and Pelissier on July 27, 2016, the supposed notarization date on the grant deed in  
14 December 13, 2016 – almost five months after the forged signature.

15 17. After forging Pelissier’s signature on the grant deed and purporting to  
16 transfer title solely into the name of Regdalin, Sargsyan caused the Property to be listed  
17 for sale for \$7.5 million.

18 18. On August 22, 2017, after discovering the fraudulent conveyance,  
19 Pelissier and Field filed a lawsuit against Sargsyan, Regdalin and others seeking,  
20 among other things, to quiet title to the Property. On March 27, 2018, the Court  
21 entered an Order quieting title to the Property in favor of Pelissier and Field.

22 19. In connection with that quiet title action, Sargsyan perpetrated yet  
23 another fraud on Pelissier and Field. Specifically, the parties had entered into a  
24 Settlement Agreement pursuant to which Sargsyan stipulated that title to the Property  
25 would be quieted in favor of Pelissier and Field. In exchange, Pelissier and Field  
26 agreed that if sufficient funds were raised for the development of the Property, the  
27 parties would move forward with a profit share arrangement and would allow the funds  
28 to be secured by a deed of trust on the Property.



1 falsifying the terms of the Settlement Agreement, Plaintiffs are entitled to obtain, and  
2 hereby seek, rescission of the Settlement Agreement.

3 24. Service of this pleading constitutes notice of rescission of the Settlement  
4 Agreement pursuant to California Civil Code section 1691. Plaintiffs hereby offer to  
5 return the consideration and benefits received from the Settlement Agreement, and also  
6 demand restitution of all consideration given for the Agreement, including but not  
7 limited to, withdrawal of the deed of trust recorded against the Property. Plaintiffs  
8 further seek to recover all damages allowable in connection with this claim for  
9 rescission, in an amount to be proven at trial.

10 **SECOND CAUSE OF ACTION**

11 (Conversion)

12 (By Malibu Media against all Defendants)

13 25. Plaintiffs reallege and incorporate by reference paragraph 1 through 19  
14 above, as though fully set forth herein.

15 26. PLG and Sargsyan represented Malibu Media in connection with more  
16 than 100 copyright lawsuits. During that time period, PLG and Sargsyan charged  
17 Malibu Media recovered approximately \$2.4 million in the copyright lawsuits. Those  
18 funds should have been deposited into PLG's trust account for the benefit of Malibu  
19 Media and for distribution to Malibu Media. Yet PLG and Sargsyan only remitted  
20 \$40,000 to Malibu Media. Malibu Media is informed and believes that PLG  
21 inappropriately absconded with the remainder of the funds belonging to Malibu Media  
22 and being held in trust for Malibu Media. Malibu Media is informed and believes that  
23 these stolen funds were distributed to, or for the benefit of, Sargsyan, Mosesi and  
24 Kalantar.

25 27. The funds in the Malibu Media trust account belonged to Malibu Media,  
26 and Malibu Media had the right to possess those funds. By intentionally and  
27 substantially interfering with Malibu Media's right to possess these funds, Defendants,  
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1 and each of them, has wrongfully converted those funds belonging to Malibu Media  
2 and has refused to return same.

3 28. Plaintiff was directly harmed by Defendants' actions in an amount to be  
4 proven at trial, which amount is in excess of \$1 million.

5 29. In doing the acts herein alleged, Defendants acted with recklessness,  
6 oppression, fraud, and/or malice, and Plaintiff is, therefore, also entitled to exemplary  
7 and punitive damages according to proof.

8 **THIRD CAUSE OF ACTION**

9 (Breach of Fiduciary Duty)

10 (By Malibu Media against all Defendants)

11 30. Plaintiffs reallege and incorporate by reference paragraph 1 through 19  
12 above, as though fully set forth herein.

13 31. As counsel for Malibu Media, Defendants, and each of them, owed  
14 fiduciary duties to Malibu Media. These fiduciary duties included the duty to properly  
15 manage and protect the funds belonging to Malibu Media.

16 32. Defendants, and each of them, breached this duty by failing and refusing  
17 to remit to Malibu Media funds recovered in litigation on behalf of Malibu Media and  
18 failing and refusing to maintain those funds in a client trust account. Instead, some or  
19 all of those funds were used for Defendants' own purposes.

20 33. As a result of this breach, Malibu Media has been damaged in an amount  
21 to be proven at trial, which amount is in excess of \$1 million.

22 34. In doing the acts herein alleged, Defendants acted with recklessness,  
23 oppression, fraud, and/or malice, and Plaintiff is, therefore, also entitled to exemplary  
24 and punitive damages according to proof.

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**FOURTH CAUSE OF ACTION**

(Damages under Penal Code §496(c))

(By Malibu Media against Sargsyan)

35. Plaintiffs reallege and incorporate by reference paragraph 1 through 19 and 25 above, as though fully set forth herein.

36. As set forth above, Sargsyan has wrongfully obtained possession of the proceeds of litigation belonging to Malibu Media through conduct that constitutes theft under California Penal Code §496.

37. As a result of this conduct, Malibu Media has been damaged in an amount to be proven at trial, which amount exceeds \$1 million.

38. Pursuant to California Penal Code §496(c), Malibu Media is entitled to an award of treble damages and an award of reasonable costs and attorneys' fees incurred in bringing this action.

**FIFTH CAUSE OF ACTION**

(Intentional Misrepresentation/Fraud)

(By all Plaintiffs against Sargsyan)

39. Plaintiffs reallege and incorporate by reference paragraph 1 through 19 above, as though fully set forth herein.

40. As set forth above, Sargsyan represented to Plaintiffs, among other things, (a) that, at the time, he was an attorney duly licensed to practice law in California, (b) that he and his law firm would remit to Malibu Media all sums recovered in copyright litigation for Malibu Media less fees and costs; (c) that if Sargsyan and his entities did not raise sufficient funds to pay off the \$2 million second mortgage on the Property, the Property would revert back to Pelissier and Field; and (d) that he and Plaintiffs had agreed to the terms of a Settlement Agreement.

41. Plaintiffs are informed and believe that each of these representations were false when made. Sargsyan was not a licensed attorney at the time he solicited Plaintiffs to become clients; Sargsyan did not intend to remit to Malibu Media all sums

1 recovered in copyright litigation for Malibu Media less fees and costs; Sargsyan did not  
2 intend to revert title to the Property back into the names of Pelissier and Field when he  
3 did not raise the money he represented he would raise; and Sargsyan never was in  
4 agreement with the settlement proposed. Instead, Sargsyan at all times intended to  
5 defraud Pelissier and Field out of their interest in the Property and intended to  
6 misappropriate the funds belonging to Malibu Media.

7 42. Plaintiffs were unaware of the falsity of the Sargsyan's representations  
8 and his fraudulent intent, and relied on the representations (and silence) by, among  
9 other things, entering into the agreement to allow Sargsyan to develop the Property,  
10 signing the Settlement Agreement and retaining PLC to represent Malibu Media in the  
11 copyright litigation.

12 43. As a result of the intentional misrepresentations and fraud by Sargsyan,  
13 Plaintiffs have been damaged in an amount to be proven at trial.

14 44. In doing the acts herein alleged, Sargsyan acted with recklessness,  
15 oppression, fraud, and/or malice, and Plaintiffs are, therefore, also entitled to  
16 exemplary and punitive damages according to proof.

17 **SIXTH CAUSE OF ACTION**

18 (Quiet Title)

19 (By Pelissier and Field against Sargsyan)

20 45. Plaintiffs reallege and incorporate by reference paragraph 1 through 19  
21 above, as though fully set forth herein.

22 46. Pelissier and Field are, and at all material times have been, the legal and  
23 rightful owners of the Property, legally described as Lot 5 of Track No. 4483 in the  
24 County of Ventura, State of California, as per map recorded in Book 146 Page(s) 19  
25 through 22 inclusive of Maps, in the office of the County Recorder of said County.

26 47. Sargsyan claims an interest in the Property adverse to the interest of  
27 Pelissier and Field by virtue of the deed of trust recorded against the Property by  
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1 Sargsyan on October 4, 2018 as Document No. 20181004-00113018-0 (“the Deed of  
2 Trust”).

3 48. For the reasons set forth above, Sargsyan’s claim of interest is based on  
4 fraud and other wrongful conduct. He has no right to any claim of title or interest in or  
5 to the Property, legal or equitable.

6 49. Pelissier and Field seek a declaration that the Deed of Trust is invalid and  
7 of no force and effect, and that Sargsyan has no ownership or interest, legal or  
8 equitable in the Property.

9 **PRAYER FOR RELIEF**

10 WHEREFORE, Pelissier prays for judgment as follows:

- 11 1. For compensatory damages in an amount to be proven at trial;  
12 2. For treble damages pursuant to California Penal Code section 496(c);  
13 3. For punitive damages in an amount to be proven at trial;  
14 4. For an Order rescinding the Settlement Agreement;  
15 5. For an Order that the Deed of Trust is invalid and of no force and effect,  
16 and that Sargsyan has no ownership or interest, legal or equitable, in the Property;  
17 6. For an award of reasonable attorney’s fees and costs; and  
18 7. For such other and further relief as may be just and proper.

19  
20 DATED: August 12, 2019

MURPHY ROSEN LLP

21  
22 By: 

23 David E. Rosen  
24 Attorneys for Plaintiffs Colette  
25 Pelissier, Brigham Field and Malibu  
26 Media, LLC  
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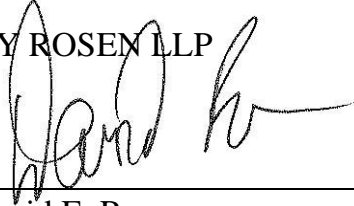
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**REQUEST FOR JURY TRIAL**

Plaintiffs hereby request a trial by jury on all claims to which they are entitled to a trial by jury.

DATED: August 12, 2019

MURPHY ROSEN LLP  


By: \_\_\_\_\_  
David E. Rosen  
Attorneys for Plaintiffs Colette  
Pelissier, Brigham Field and Malibu  
Media, LLC