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5 Attorneys for Plaintiff  
6 Sami Services, Inc. dba Sami-Aid

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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
9 **FOR THE COUNTY OF ORANGE**

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SAMI SERVICES, INC. dba Sami-Aid, a  
California corporation,  
  
Plaintiff,  
  
v.  
  
FIRST DEFENSE INTERNATIONAL  
SECURITY SYSTEMS CORPORATION, a  
Delaware corporation; and DOES 1 through  
50, inclusive,  
  
Defendants.

Case No.: 30-2020-01151597-CU-CO-CJC  
Assigned for all purposes to: Judge Richard Lee  
  
**SAMI SERVICES INC.'S COMPLAINT  
FOR:**  
  
**(1) BREACH OF CONTRACT;**  
  
**(2) CONVERSION;**  
  
**(3) COMMON COUNT (MONEY HAD  
AND RECEIVED)**

1 Plaintiffs Sami Services, Inc. dba Sami-Aid (“Sami-Aid”) for its complaint (“Complaint”)  
2 against defendants First Defense International Security Systems Corporation (“FDISS”), alleges as  
3 follows:

4 **THE PARTIES**

5 1. Plaintiff Sami-Aid is California corporation with its principal place of business in  
6 Santa Clara County, California. Sami-Aid is a medical service company that offers telehealth  
7 services, online urgent care, and other affordable medical services.

8 2. Defendant FDISS is a Delaware corporation with its principal place of business in  
9 Orange County, California. FDISS is licensed to do business and is doing business in California.

10 3. Sami-Aid is unaware of the true names and capacities of the defendants sued herein  
11 as Does 1 through 50, inclusive, and therefore sues these defendants by fictitious names. Sami-  
12 Aid will amend this Complaint to allege their true names and capacities when the same have been  
13 ascertained. Sami-Aid is informed and believes that each of the fictitiously named defendants is  
14 responsible in some manner for the occurrences herein alleged and that Sami-Aid’s damages were  
15 proximately caused by said defendants’ conduct.

16 **JURISDICTION AND VENUE**

17 4. This Court has personal jurisdiction over FDISS pursuant to Code of Civil  
18 Procedure section 410.10. Venue is proper in this Court pursuant to Code of Civil Procedure  
19 section 395.

20 **FACTUAL BACKGROUND**

21 5. This case involves a multimillion-dollar scam designed to take advantage of an  
22 innocent company during the coronavirus pandemic.

23 6. In or about June 2020, FDISS and its principals solicited Sami-Aid to purchase  
24 “Powder Free Nitrile Gloves” used as personal protective equipment (“PPE”) against the  
25 coronavirus.

26 7. By early July 2020, the parties had agreed on basic terms and were set to execute a  
27 formalized sale and purchase agreement (“SPA”).  
28

1           8.       The day before the parties were expected to execute the SPA, representatives from  
2 Sami-Aid and FDISS had a conference call to discuss terms. During that call, Stephanie Nielsen  
3 (“Nielsen”), an executive at FDISS, informed Sami-Aid’s CEO, Bijan Farhangui (“Farhangui”), for  
4 the first time that FDISS required an immediate 10% deposit of the agreed-upon purchase price of  
5 \$10 million. As negotiations already had reached their apex, Farhangui reluctantly agreed.

6           9.       The parties digitally executed the SPA on July 2, 2020. Christopher Badsey  
7 (“Badsey”) signed on behalf of FDISS, in his capacity as CEO. A true and correct copy of the SPA  
8 is attached as **Exhibit A**. A true and correct copy of the digital signature certificate is attached as  
9 **Exhibit B**.

10          10.       Sami-Aid wired the deposit, in the amount of \$1 million, to FDISS the same day. A  
11 true and correct copy of the wire receipt evidencing this transaction is attached as **Exhibit C**.

12          11.       Section 1.1 of the SPA called for Sami-Aid’s payment of \$10 million in exchange  
13 for FDISS’s provision of one million boxes of gloves at a price of \$10.00 per box.

14          12.       Section 2.1 of the SPA provided as follows:

15               “Upon execution of this Agreement and within 24 hours, after [sic] fully refundable  
16 10% no penalty security deposit has been cleared and accepted; Buyer will inspect  
17 the product at the warehouse with buyer’s [sic] representative to inspect the  
18 Products, inspect the SGS certification, AWB, Customs entry, BOL [sic]. Should  
the Products not meet the buyer’s [sic] inspection the full security deposit is  
immediately [sic] by seller [sic].”

19          13.       Notwithstanding the faulty syntax and typographical errors in the relevant provision,  
20 it is clear that the parties intended that the “10% no penalty security deposit,” which was valued at  
21 \$1 million, would be returned if the products did not meet with Sami-Aid’s approval.

22          14.       As contemplated in Section 2.1 of the SPA, on July 3, 2020, Farhangui flew from  
23 San Jose, California to Los Angeles California to inspect the purported products at a location  
24 designated by FDISS.

25          15.       Badsey had previously touted the warehouse to Farhangui as being the “3-billion-  
26 glove warehouse.” Upon Farhangui’s arrival, however, it was clear that Badsey’s characterization  
27 of the warehouse was a fabrication. No gloves were available for purchase.  
28



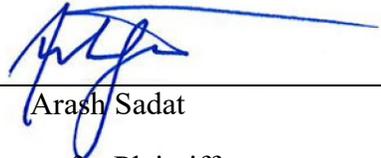


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- 4. For a preliminary writ of attachment against FDISS’s assets and a temporary protective order prohibiting transfer of those assets to preserve them in advance of judgment.
- 5. For an award of costs of suit incurred herein.
- 6. For such other and further relief as the Court may deem just and proper.

Dated: July 27, 2020

SADAT LAW GROUP

By:   
\_\_\_\_\_

Arash Sadat  
Attorneys for Plaintiff  
Sami Services, Inc. dba Sami-Aid

# **EXHIBIT A**



## SALE AND PURCHASE AGREEMENT

This Sale and Purchase Agreement (the Agreement) is made effective as of \_\_\_\_\_ 7/2/20 \_\_\_\_\_  
By and between the following Parties (each a Party and Collectively the Parties):

Buyer:

Name: SAMI-AID  
State /Country of Origin: CA, USA  
Federal taxpayer ID#: 47-1908984  
Address: 4320 Stevens Creek Blvd Ste #120 San Jose, CA 95129

Primary Contact: J.A. Bijan Farhangui  
Position/Title: Founder CEO  
Tel:510-589-5496  
Fax: 408-297-8220  
E-mail: bijan@pet-imaging.org

Seller:

Name: FIRST DEFENSE INTERNATIONAL  
State/Country of Origin: USA  
Federal taxpayer ID#:  
Address:1050 Amanecer San Clemente, CA 926753  
Primary contact: Chris Badsey  
Position:/Title: CEO  
Tel:949-230-7040  
Fax:  
E-mail: c.badsey@firstdefense.com

The Parties Agree as follows:

1. Products and Purchase Price.
  - 1.1 Buyer hereby commits to purchase by or through seller 1,000,000 (ONE MILLION) Boxes of Powder Free Nitrile

Gloves (new, in the box) (the Products) at a price of \$10.00 (TEN UNITED STATES DOLLARS) USD PER BOX of 100 Gloves and located within the USA for a total purchase price of \$ 10,000,000.00 (TEN MILLION DOLLARS) USD (the Purchase Price)

- 1.2 All payments to be made hereunder must be made in lawful funds, in US dollars, and wire transfer to account specified on the invoice provided by FDISS.
- 1.3 The prices stated are exclusive of any taxes, fees, licenses or levies now or hereinafter imposed upon the Products or use of the Products. Any sales and use of taxes and value added taxes imposed on the sale shall be Buyers responsibility. The duties are the responsibility of the Seller.
2. Terms and Procedures
  - 2.1 Upon execution of this Agreement and within 24 hours, after fully refundable 10% no penalty security deposit has been cleared and accepted; Buyer will inspect the product at the warehouse with buyer's representative to inspect the Products, inspect the SGS certification, AWB, Customs entry, BOL. Should the Products not meet the buyer's inspection the full security deposit is immediately by seller. If the Products are satisfactory to Buyer, the Buyer has the option to pay in full and secure the product and order by fully completing the purchase with the balance of the wire to accept and take ownership and the stocks will be secured by SGS as buyers' products for pick up on acceptance of the full wire funds of the Seller s account.
  - 2.2 Upon completion of Section 2.1, Seller will provide Buyer with SGS certificates on site.
  - 2.3 If buyer is satisfied with the Proof of Products, Buyer shall have one banking day from receipt of the proof of Products and Seller's Invoice (the Funding Period) in which to deposit the Purchase Price into the Seller s account.
  - 2.4 If buyer fails to fund the Seller's account within the Funding Period, Seller may terminate this agreement upon written notice to the Buyer or may, with sole discretion, permit an extension for buyer to complete the payment to the Seller upon terms satisfactory to the seller, if not seller will refund the 10% no penalty no fee security deposit.
  - 2.5 After Buyer accepts product information, SGS reports, and fully executes this Sale and Purchase agreement, this transaction is non-cancelable as long as the goods conform to the SGS report. All sales are final at that point.
  - 2.6 Buyer will receive the stocks of Nitrile Gloves. Delivery of the products are all FOB at the pick-up/shipment location, which will be Los Angeles, California. Seller and Buyer, by mutual written agreement may agree on a different delivery method.
  - 2.7 Buyer, at its sole expense, and in coordination with Seller, shall perform an inspection of the Products at the loading/shipping location and within (1) day of the release of the SGS and Customs, AWB, BOL.
  - 2.8 Buyer shall immediately after inspection accept all conforming Products prior to loading/shipment

only once the balance of the wire is received by Seller. If Partial shipments buyer agrees to wire funds for production runs for each partial shipment after inspection. Once payment has been confirmed by Seller, all conforming Products may be released and loaded and shipped by Buyer.

- 2.9 If Buyer reasonably rejects any goods to be non-conforming, Buyer immediately refunds any 10% deposit without penalty within (1) day – same day.
- 2.10 Upon Buyers authorization to release the Purchase Price balance to the Seller in proportion to the invoice, Seller will deliver clear and unencumbered title of the delivered Products.

### **3. Term and Termination.**

This agreement will remain effective as long as there are open orders that can be fulfilled by Seller in accordance with the procedures set forth above and may be otherwise extended for any duration of time by mutual written agreement of the parties.

### **4. Representations and Warranties.**

- 4.1 **Product warranties.** Seller is a reseller of Products and makes no warranties as to the workmanship, merchantability or suitability of the Products for the Buyer's use or any particular purpose. Buyer is purchasing the Products from the Seller in their "AS IS" condition subject only to inspections provided herein. Any applicable warranties will be contained in the manufacturer's product documentation as may be included with the products. However, Seller does represent and warrant the Products will be delivered free and clear of all liens, claims and encumbrances.
- 4.2 **No price gouging.** The parties represent and warrant that the Purchase Price is based on the current fair market value of the Products and is not unreasonably high.
- 4.3 **Anti-Corruption and Anti-Money Laundering Laws.** Buyer and seller agree to comply with the U.S. Foreign Corrupt Practices Act, Bank Secrecy Act and other Anti Money Laundering legislation as it pertains to transmittal of money in the transaction) the Anti-Corruption Laws)
- 4.4 **U.S. AML & PTF Regulations.** Each of buyer and seller represents and warrants that neither they, nor any of their affiliates or will become (a) a person designated by the U.S. Department of Treasury Office of Foreign Asset Control as a "specially designated national or blocked person" or similar status; (b) a person described in Section 1 of the U.S. Executive Order 13224 issued on September 23, 2001 (c) a person otherwise identified by a governmental or legal authority as a person whom Buyer or Seller is prohibited from transaction business; (d) directly or indirectly owned or controlled by the government of any country that is subject to any country that is subject to an embargo by the United States Government. Of any country that is to an embargo by the United States government: or a person acting on behalf of a government of any country that is subject to an embargo by the United States government. Buyer and Seller agree to notify each other in writing immediately upon the occurrence of any event which would render the foregoing representations and warranties contained in this paragraph incorrect.

- 4.5 **PFAC compliance.** Each of Buyer and Seller represents and warrants that they are in compliance with all laws, statutes, rules and regulations or any federal, state or local governmental authority in the United States of America applicable to such Party and all beneficial owners of such Party, including, without Limitation, the requirements of Executive Order No. 133224, 66 Fed Reg. 49079 (September 25, 2001) and similar executive orders (collectively, Executive Orders) and other similar requirements contained in the rules and regulations of the Office of Foreign Asset Control of the Department of the Treasury (OFAC) and in any enabling legislation or other Executive Orders in respect thereof. Each of Seller and Buyer warrants that neither party nor any beneficial owner of such Party (a) is listed on the Specially Designated Nationals and Blocked Persons List maintained by OFAC pursuant to the Executive Order and/or on any other list of terrorist or terrorist organizations maintained pursuant to any of the rules and regulations of OFAC or pursuant to any applicable Executive Orders (collectively, Blocked Persons List)

## 5. Liability.

- 5.1 Except for claims or liabilities arising from a Party's breach arising from a Party's breach of this agreement, gross negligence or intentional misconduct, no party hereto shall be liable to the Party or Parties for any incidental, indirect, special or consequential damages, or loss of profits to the other Party or Parties for any incidental, indirect, special or consequential damages, or loss of profits or loss of business, arising out of or in connection with this Agreement, whether or not the Parties were advised of the possibility such damages.
- 5.2 Seller shall not be held liable for any defects in the Products or any suitability for Buyers use or particular purpose.
- 5.3 Notwithstanding anything to the contrary contained herein, if Seller is unable to deliver the Products in accordance with this Agreement, then Buyer's sole remedy shall be limited to the return of Buyers deposits if made to the terms herein (less the amount if any conforming Products already delivered to and accepted by buyer pursuant to the terms herein).

## 6. Default and Remedies.

- 6.1 Each of the following shall constitute a material default (a Default) under this agreement:
- a. The failure of Buyer without contractual excuse to make any required payment when due or the failure to cause the release of the 10% fully refundable no penalty security deposit for inspection and payment of the Products and to Seller when due in accordance with the terms herein.
  - b. The insolvency or bankruptcy of a party.
  - c. The subjection of a Party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by creditor or government agency.
  - d. Buyers unreasonable or bad faith rejection of portion of the Products.

- 6.2 In the event of a Party's Default, the other Party upon written notice to the defaulting Party may terminate this agreement and seek all available remedies at law or in equity.
- 6.3 If the Default is due to Buyer's failure to pay any amounts due hereunder, Buyer shall be liable to seller for the full Purchase Price or the remaining portion not yet paid to seller. The Parties agree such damages do not incur a penalty but are a reasonable measure of Seller's damages based on the value and volume of the transaction.

#### **7. Indemnity.**

Each of Buyer and Seller agrees to indemnify, defend, hold harmless, pay or reimburse the other party and its affiliates, successors, assigns, directors, officers, managers, principals, agents, representatives, and employees (each an Indemnitee) from and against any and all losses, damages, demands, claims, liabilities, costs or expenses (including reasonable attorneys fees) (collectively Losses), resulting directly or indirectly from (a) if a party materially breaches this Agreement; (b) if a Party's representation and warranties are materially untrue in any respect to the detriment of the other Party; or (c) if a Party fails to comply with any Law, regulation or governmental orders as may be applicable to the transaction.

#### **8. Force Majeure.**

No Party shall be liable for any delay or failure on performance, in whole or in part, caused by the occurrence of any contingency that could not have been prevented by the affected Party's exercise of reasonable diligence and that is beyond the reasonable control of such Party (a Force, Majeure Event), including but not limited to war, embargo, supply -chain interruption, national emergency, sanctions, governmental acts or inactions, military operations, blockade, requisition, trade, restrictions, strikes, lockouts, labor, shortages, quarantine, pandemics, insurrection, revolution, riot or other act of civil disobedience act of a public enemy, fire, perils of the sea, piracy, terrorism, breakdown of transportation equipment, explosion, flood storm, earthquake, or other act of nature, If a Party perceives a delay in its performance obligations under this agreement due to Force Majeure Event, such Party shall promptly notify the other Party in writing of all relevant information and anticipated date performance hereunder can be continued (the Delay Notice). Upon receipt of the Delay Notice, the parties either may mutually agree in writing to extend the date for the performance or either party may cancel this Agreement upon advance written notice to the other Party.

#### **9. Non-Circumvention/ Non-Disclosure.**

The parties agree, represent and warrant to each other that they shall not directly or indirectly interfere with, circumvent or attempt to circumvent avoid, bypass or obviate each other's interest, or the interest or relationship between a Party and its producers, sellers, buyers, brokers, dealers, distributors with respect to the subject matter herein, The Parties agree to respect the confidential nature of this agreement and agree to maintain in strictest confidence the names of the parties whose identities may become known to one or another through either tendering of documents or assembly of banking or government approvals. (NDA attached)

10. **Entire Agreement.** This agreement contains the entire understandings of the Parties hereto and supersedes all prior contemporaneous negotiations and agreements concerning the subject matter hereof.
11. **Amendments.** This agreement may be amended only by mutual written agreement of Parties; provided, however that any changes to the terms shall also require the written signed approval of both parties.
12. **Attachments.** All attachments exhibit, annexes hereto automatically shall be incorporated herein by reference.
13. **Governing law; Venue.** This Agreement shall be governed by the laws of the State of California without regard to conflict of laws principles. All disputes pertaining to the subject matter contained herein shall be resolved in the Jurisdiction of Orange Country, California.
14. **Waiver of Jury Trial.** If any proceedings are instituted to enforce the terms of this Agreement, the Parties irrevocably agree to waive trial by jury.
15. **Prevailing party.** If legal or arbitration proceedings are instituted to enforce the terms of this Agreement, the prevailing Party, in addition to all other available remedies, shall be entitled to recover its proceeding costs and reasonable attorneys fees and all procedural levels.
16. **Signatures.** Each signatory hereto represents and warrants that they are duly authorized to execute this Agreement. All documents requiring signatures, may be signed electronically and such version as shall be deemed legal.
17. **Counterparts.** This agreement may be signed in one or more counterparts and signed copies including ones provided by facsimile or email transmission (including PDF file and other commonly recognized image formats) shall be given the same legal effect as the signed originals.

**The Foregoing Agreement is read by and agreed by:**

Buyer:

Signature:



Name: J.A. Bijan Farhangui

Title: Founder CEO

Company: SAMI-Aid

Date: 7/2/20

Seller: FIRST DEFENSE INTERNATIONAL

Signature:



Name: Chris Badsey

Title: CEO

Company: FDISS

Date: 7/2/2020

Seller:

Signature:

Name:

Title:

Company:

Date:

# **EXHIBIT B**

This audit trail was created during the document signature process and holds details of parties involved, including email address of signer(s), device IPs, signature timestamp and more. It serves as a digital certificate and can be used as a legal evidence.

<b>DOCUMENT</b>	SAMI FDISS SPA July 2 2020 _03_Jul_2020-054546.pdf.pdf
<b>INITIATOR EMAIL</b>	Stephanie@drstephanienielsen.com
<b>INITIATOR REFERENCE ID</b>	None

DOCUMENT NAME	FINGERPRINT	REFERENCE ID	VERIFICATION LINK
SAMI FDISS SPA July 2 2020 _03_Jul_2020-054546.pdf.pdf	01184930933342ca68f 4ecc8e99892a331b83 9ade03827e99e63e66 10395b6ba	404c4f7c18f0402db57 c27c60a1eb83d	<a href="#">Click to verify</a>



### LEGAL

Electronic signature are legally binding and admissible in a court of law in accordance with the E-SIGN Act in United States and eIDAS in the European Union. Most of the other countries around the world as well have adopted an electronic signature law or have recognized electronic signatures for business or personal transactions.



### SECURE

This document was securely processed using 256 bit SSL encryption technology for the communication channels between your device and the secure servers hosted at Amazon Web Services, which is ISO 27001 compliant.



### TRUST

SignEasy is trusted and used by thousands of companies and millions of people in over 150 countries.





Signature request initiated for:

**Chris.B@firstdefense.com (Chris Badsey), bijan@pet-imaging.org (J.A. Bijan Farhangui)**

Initiated on: 2020-07-03 05:48:17 UTC

IP: 68.4.49.225



**Signed By bijan@pet-imaging.org (J.A. Bijan Farhangui)**

Signed on: 2020-07-03 05:52:48 UTC

IP: 24.6.109.178



**Signed By Chris.B@firstdefense.com (Chris Badsey)**

Signed on: 2020-07-03 06:02:29 UTC

IP: 98.190.211.101



**Signature request completed.**

Completed on: 2020-07-03 06:02:31 UTC

IP: 98.190.211.101

# **EXHIBIT C**

**From:** Charles Schwab & Co., Inc. <donotreply-comm@schwab.com>

**Sent:** Thursday, July 2, 2020 12:33 PM

**To:** Bijan Farhangui <bijan@pet-imaging.org>

**Subject:** Wire request completed



Wire request completed

July 02, 2020 | your account ending: 913

## Your Wire Request Has Been Completed.

Dear Client,

We are writing to let you know that your request to wire funds from your Schwab account has been completed.

Wire details:

Wire amount: \$1000000.00  
From account ending in: 913  
Wire recipient: FDIGSS HAL W WILLIAMS CFO  
Receiving Bank: MUFG UNION BANK, NA  
To account ending in: 494  
Reference: 070211B7031R015970  
Case ID: WI-5126291

To view your wire transfer, please [login](#) to your Schwab account.

**Thank you for the opportunity to serve you.** If you believe there is an error, or you have any questions, please call **877-258-7774** to speak with a Schwab representative.

[PERSPECTIVE](#)

[PRIVACY](#)

[CONTACT US](#)

[LOG IN](#)

If you have any questions or concerns, PLEASE DO NOT REPLY TO THIS EMAIL. Instead, visit [Schwab.com/contactus](https://www.schwab.com/contactus) to identify a fast and simple way to get in touch.

For your protection, we are unable to accept instructions to change your email address sent in reply to this message. To update your address using a secure channel, please [log in](#) to your account.

For your security, Charles Schwab will never request personal information through email.

View [SchwabSafe®](#) and [The Schwab Security Guarantee](#).

Notice: All email sent to or from the Charles Schwab corporate email system is subject to archival, monitoring and/or review by Schwab personnel.

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