

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

**DEPARTMENT 16**

DR. IMAN SADEGHI,

Plaintiff

vs.

PINSCREEN, INC, et al.,

Defendants

Case No.: BC709376

Order on Defendant Pinscreen, Inc's  
Motion for Summary Judgment or in the  
Alternative Summary Adjudication

Hearing Date: November 3, 2021

TO PLAINTIFF DR. IMAN SADEGHI, PLAINTIFF'S ATTORNEYS OF  
RECORD, DEFENDANT PINSCREEN, INC., AND DEFENDANT'S  
ATTORNEYS OF RECORD:

Plaintiff filed this action alleging defendant Pinscreen, Inc. fraudulently induced  
him to accept employment with Pinscreen, and other causes of action.

**Motion for Summary Judgment**

Defendant Pinscreen, Inc. moves for summary judgment on the grounds that there are no triable issues of material fact and it is entitled to judgment as a matter of law. The court heard argument on the motion on November 3, 2021, and it took the matter under submission at 11:07 a.m.. The court rules as follows:

Summary judgment is denied for the same reasons summary adjudication was denied as to issues 3, 6 and 7.



### **Plaintiff's Objections to Defendant's Evidence**

Objection numbers 10, 11 are sustained, all others overruled.

### **Defendant's Objections to Plaintiff's Evidence**

Objection numbers 1, 2, 3, 4, 25, 59 to the declaration of plaintiff are sustained.  
All other objections overruled.

### **Motion for Summary Adjudication**

[REDACTED] . . . [REDACTED]

**Issue 3: That Plaintiff's fourth cause of action for Breach of Employment Contract fails because Defendant did not owe a contractual duty to Plaintiff for any of the breaches alleged by Plaintiff.**

Defendant argues that the employment contract does not provide that plaintiff's health insurance premiums were a reimbursable employee expense.

The third amended complaint alleges that defendant breached the contract by requiring plaintiff to participate in the preparation and presentation of fabricated avatars, retaliating against plaintiff for raising concerns over his reasonable belief defendant was violating California and federal law, and failed to reimburse plaintiff for his health insurance premiums.

**[ACM's SIGGRAPH Real-Time Live (RTL) 2017]**

Legislative intent is that an issue shall be worded so as to dispose of an entire



cause of action or defense (*Nazir v. United Airlines, Inc.* (2009) 178 Cal.App.4th 243, 249, or primary right (*Lillianthal & Fowler v. Sup. Ct.* (1993) 12 Cal.App.4th 1848, 1853).

Although the issue states it is directed to the entire cause of action, defendant only addressed the alleged breach as to the health insurance premiums. It failed to address whether the alleged requirement that plaintiff engage in conduct he believed violated the law, and if terminating plaintiff when he raised his concerns over the legality of defendant's actions were breaches of the contract. Rather, the moving party defendant addressed that a breach of covenant of good faith and fair dealing could not be incorporated into the contract.

#### [ACM's SIGGRAPH Real-Time Live (RTL) 2017]

Even if defendant had addressed whether requiring plaintiff to participate in the presentation of fabricated avatars or retaliating against plaintiff for raising concerns that the company was committing violations of law was a breach of any of the terms of the employment contract, plaintiff has raised a triable issue of as to whether COBRA payments could be considered business expenses under Exhibit 8 in support of the motion for summary judgment, Section 4. At the summary judgment stage, the court does not weigh the evidence. The plaintiff has raised a triable issue (Exhibit 27 in support of the opposition to the motion for summary judgment, Sadeghi declaration, ¶ 32) as to whether allowing reimbursement for health insurance payments, during a time that the company had no group health insurance plan, was a "generally applicable polic[y]" of Pinscreen.

Summary adjudication is denied as defendant failed to meet its burden of establishing that plaintiff could not establish a breach of contract.

**Issue 6: That there is no merit to Plaintiff's sixth cause of action for Negligence because as a matter of law Defendant is an involuntary bailee of the Mickey Mouse statute and can only be liable for gross negligence.**

Defendant argues that it was an involuntary bailee of plaintiff's statue, and that it can only be held liable for gross negligence.

"An involuntary deposit is made:



- (a) By the accidental leaving or placing of personal property in the possession of any person, without negligence on the part of its owner.
- (b) In cases of fire, shipwreck, inundation, insurrection, riot, or like extraordinary emergencies, by the owner of personal property committing it, out of necessity, to the care of any person.
- (c) By the delivery to, or picking up by, and the holding of, a stray live animal by any person or public or private entity.
- (d) By the abandonment or leaving of a live animal, as proscribed by Section 597.1 of the Penal Code, in or about any premises or real property that has been vacated upon, or immediately preceding, the termination of a lease or other rental agreement or foreclosure of the property.” (Civ. Code, § 1815.)

Defendant failed to establish that it is an involuntary bailee. The facts appear to be that following his termination plaintiff was escorted from the property without the opportunity to retrieve his personal property in his office. Defendant has cited to no authority that this circumstance makes it an involuntary bailee.

Defendant has not established that it was not grossly negligent in handling plaintiff's statue. No facts were submitted as to how defendant handled plaintiff's statue after plaintiff's termination.

Summary adjudication is denied as defendant failed to meet its burden of establishing that it was an involuntary bailee and was not grossly negligent.

**Issue 7: That there is no merit to Plaintiff's sixth cause of action for Negligence because there is no “preexisting, consensual relationship” between the parties and therefore no cognizable damages as necessary to maintain a negligence cause of action.**

Defendant argues that plaintiff is seeking only emotional distress damages, which are not recoverable as there was no preexisting consensual relationship between the parties.

The cause of action alleges that defendant failed to compensate plaintiff for the property damage. (TAC, ¶ 134.) Plaintiff does allege emotional distress damages. (TAC, ¶ 135.) This allegation does not negate that plaintiff alleged he is entitled to



compensation for personal property damages. The prayer for damages seeks compensatory damages, and does not identify the damages sought by each cause of action.

Summary adjudication is denied as defendant failed to meet its burden of establishing that plaintiff is seeking only emotional distress damages, and a determination of the issue of emotional distress damages would not wholly dispose of the cause of action.

Dated: November 5, 2021

LIA MARTIN

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Hon. Lia Martin  
Judge of the Superior Court