

1 Thiago M. Coelho (SBN 324715)
thiago.coelho@wilshirelawfirm.com
2 WILSHIRE LAW FIRM
660 S. Figueroa Street, Sky Lobby
3 Los Angeles, CA 90017
Telephone: (213) 381-9988
4 Facsimile: (213) 381-9989

Electronically FILED by
Superior Court of California,
County of Los Angeles
10/16/2026 12:26 PM
David W. Slayton,
Executive Officer/Clerk of Court,
By P. Muro, Deputy Clerk

5 Jonathan F. Golding (CA SBN 149243)
jonathan@goldinglamothe.com
6 Golding + Lamothe
323 Pershing Drive
7 Playa del Rey, CA 90293
Telephone: (310) 591-0776
8 Facsimile: (213) 402-3440

9 Attorneys for Defendants
BOBBY SAADIAN aka BOBBY
10 BABAK SAADIAN and 660 FIG LLC

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **COUNTY OF LOS ANGELES**

13
14 MATT BARKOHANAI, an individual; BARK
TAX SERVICE INC. dba MARINA POINTE
15 REALTY, a California corporation,

16 Plaintiffs,

17 v.

18 BOBBY SAADIAN aka BOBBY BABAK
SAADIAN, an individual; NEWMARK OF
19 SOUTHERN CALIFORNIA, INC., a
California corporation; ROB HANNAN, an
20 individual; 660 FIG LLC, a Delaware limited
liability company; FIG ASSET CAPITAL
21 (DE), LLC, a Delaware limited liability
company; and DOES 1 through 100, inclusive,

22 Defendants.
23
24
25
26
27
28

Case No. 26STCV23348

**DEFENDANTS BOBBY SAADIAN AND
660 FIG LLC'S NOTICE OF HEARING
ON DEMURRER TO PLAINTIFFS'
FIRST AMENDED COMPLAINT**

Reservation ID: 890427641132

Date: January 27, 2027

Time: 9:30 a.m.

Dept.: 412

Judge: Hon. Maureen Duffy-Lewis

*[Concurrently Filed with Demurrer,
Memorandum of Points and Authorities,
Declaration of Thiago M. Coelho, [Proposed]
Order, and Proof of Service]*

Action Filed: July 23, 2026

FAC Filed: August 14, 2026

Trial Date: Not Yet Set

1 **NOTICE OF HEARING ON DEMURRER**

2 TO PLAINTIFFS AND THEIR COUNSEL OF RECORD:

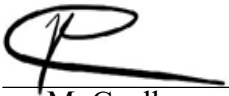
3 PLEASE TAKE NOTICE THAT on January 27, 2027 at 9:30 a.m., or as soon thereafter
4 as the matter may be heard in Department 412 of the Superior Court of California, County of Los
5 Angeles, at 111 N. Hill Street, Los Angeles, CA 90012, Defendants Bobby Saadian aka Bobby
6 Babak Saadian ("Saadian") and 660 Fig LLC ("660 Fig") shall and hereby do demur to the First
7 and Third Causes of Action in Plaintiffs' First Amended Complaint. Saadian also demurs to the
8 Second Cause of Action.

9 The demurrer is brought under Code of Civil Procedure sections 430.10(e) and 430.30(a)
10 because the challenged causes of action fail to allege facts sufficient to state claims against the
11 respective demurring Defendants. Defendants request that the demurrer be sustained without
12 leave to amend to the extent the identified defects cannot be cured.

13 The demurrer is based on this Notice, Defendants' Demurrer, the accompanying
14 Memorandum of Points and Authorities, the declaration of Thiago M. Coelho concerning
15 compliance with Code of Civil Procedure section 430.41, the First Amended Complaint and its
16 exhibits, the records properly before the Court, and the argument presented at the hearing.

17 Dated: October 16, 2026

WILSHIRE LAW FIRM

18
19 By: 
20 Thiago M. Coelho
21 Attorneys for Defendants
22 BOBBY SAADIAN aka BOBBY BABAK
23 SAADIAN and 660 FIG LLC
24
25
26
27
28

1 Thiago M. Coelho (SBN 324715)
thiago.coelho@wilshirelawfirm.com
2 WILSHIRE LAW FIRM
660 S. Figueroa Street, Sky Lobby
3 Los Angeles, CA 90017
Telephone: (213) 381-9988
4 Facsimile: (213) 381-9989

Electronically FILED by
Superior Court of California,
County of Los Angeles
10/16/2026 12:26 PM
David W. Slayton,
Executive Officer/Clerk of Court,
By P. Muro, Deputy Clerk

5 Jonathan F. Golding (CA SBN 149243)
jonathan@goldinglamothe.com
6 Golding + Lamothe
323 Pershing Drive
7 Playa del Rey, CA 90293
Telephone: (310) 591-0776
8 Facsimile: (213) 402-3440

9 Attorneys for Defendants
BOBBY SAADIAN aka BOBBY
10 BABAK SAADIAN and 660 FIG LLC

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **COUNTY OF LOS ANGELES**

13
14 MATT BARKOHANAI, an individual; BARK
TAX SERVICE INC. dba MARINA POINTE
15 REALTY, a California corporation,

16 Plaintiffs,

17 v.

18 BOBBY SAADIAN aka BOBBY BABAK
SAADIAN, an individual; NEWMARK OF
19 SOUTHERN CALIFORNIA, INC., a
California corporation; ROB HANNAN, an
20 individual; 660 FIG LLC, a Delaware limited
liability company; FIG ASSET CAPITAL
21 (DE), LLC, a Delaware limited liability
company; and DOES 1 through 100, inclusive,

22 Defendants.
23
24
25
26
27
28

Case No. 26STCV23348

**DEFENDANTS BOBBY SAADIAN AND
660 FIG LLC'S DEMURRER TO
PLAINTIFFS' FIRST AMENDED
COMPLAINT**

Reservation ID: 890427641132

Date: January 27, 2027

Time: 9:30 a.m.

Dept.: 412

Judge: Hon. Maureen Duffy-Lewis

*[Concurrently Filed with Notice of Hearing,
Memorandum of Points and Authorities,
Declaration of Thiago M. Coelho, [Proposed]
Order, and Proof of Service]*

Action Filed: July 23, 2026

FAC Filed: August 14, 2026

Trial Date: Not Yet Set

1 **DEMURRER**

2 Defendants Bobby Saadian aka Bobby Babak Saadian and 660 Fig LLC hereby generally
3 demur to the First Amended Complaint on the following grounds:

4 **DEMURRER TO THE FIRST CAUSE OF ACTION**

5 1. The First Amended Complaint fails to allege facts sufficient to state a cause of
6 action for intentional interference with prospective economic advantage by Bark Tax Service Inc.
7 dba Marina Pointe Realty against Bobby Saadian. Cal. Civ. Proc. Code § 430.10(e).

8 2. The First Amended Complaint fails to allege facts sufficient to state a cause of
9 action for intentional interference with prospective economic advantage by Bark Tax Service Inc.
10 dba Marina Pointe Realty against 660 Fig LLC. Cal. Civ. Proc. Code § 430.10(e).

11 **DEMURRER TO THE SECOND CAUSE OF ACTION**

12 3. The First Amended Complaint fails to allege facts sufficient to state a cause of
13 action for fraud by Matt Barkohanai or Bark Tax Service Inc. dba Marina Pointe Realty against
14 Bobby Saadian. Cal. Civ. Proc. Code § 430.10(e).

15 **DEMURRER TO THE THIRD CAUSE OF ACTION**

16 4. The First Amended Complaint fails to allege facts sufficient to state a cause of
17 action for intentional interference with contractual relations by Bark Tax Service Inc. dba Marina
18 Pointe Realty against Bobby Saadian. Cal. Civ. Proc. Code § 430.10(e).

19 5. The First Amended Complaint fails to allege facts sufficient to state a cause of
20 action for intentional interference with contractual relations by Bark Tax Service Inc. dba Marina
21 Pointe Realty against 660 Fig LLC. Cal. Civ. Proc. Code § 430.10(e).

1 WHEREFORE, Defendants respectfully request that the Court sustain the demurrer to the
2 First and Third Causes of Action as to both Defendants, and to the Second Cause of Action as to
3 Bobby Saadian, without leave to amend to the extent the defects cannot be cured, and grant such
4 other relief as the Court deems just and proper.

5
6 Dated: October 16, 2026

WILSHIRE LAW FIRM

7 By: 
8 Thiago M. Coelho
9 Attorneys for Defendants
10 BOBBY SAADIAN aka BOBBY BABAK
11 SAADIAN and 660 FIG LLC
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 Thiago M. Coelho (SBN 324715)
thiago.coelho@wilshirelawfirm.com
2 WILSHIRE LAW FIRM
660 S. Figueroa Street, Sky Lobby
3 Los Angeles, CA 90017
Telephone: (213) 381-9988
4 Facsimile: (213) 381-9989

Electronically FILED by
Superior Court of California,
County of Los Angeles
10/16/2026 12:26 PM
David W. Slayton,
Executive Officer/Clerk of Court,
By P. Muro, Deputy Clerk

5 Jonathan F. Golding (CA SBN 149243)
jonathan@goldinglamothe.com
6 Golding + Lamothe
323 Pershing Drive
7 Playa del Rey, CA 90293
Telephone: (310) 591-0776
8 Facsimile: (213) 402-3440

9 Attorneys for Defendants
BOBBY SAADIAN aka BOBBY
10 BABAK SAADIAN and 660 FIG LLC

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **COUNTY OF LOS ANGELES**

13
14 MATT BARKOHANAI, an individual; BARK
TAX SERVICE INC. dba MARINA POINTE
15 REALTY, a California corporation,

16 Plaintiffs,

17 v.

18 BOBBY SAADIAN aka BOBBY BABAK
SAADIAN, an individual; NEWMARK OF
19 SOUTHERN CALIFORNIA, INC., a
California corporation; ROB HANNAN, an
20 individual; 660 FIG LLC, a Delaware limited
liability company; FIG ASSET CAPITAL
21 (DE), LLC, a Delaware limited liability
company; and DOES 1 through 100, inclusive,

22 Defendants.
23
24
25
26
27
28

Case No. 26STCV23348

**MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT OF
DEFENDANTS BOBBY SAADIAN AND
660 FIG LLC'S DEMURRER TO
PLAINTIFFS' FIRST AMENDED
COMPLAINT**

Reservation ID: 890427641132

Date: January 27, 2027

Time: 9:30 a.m.

Dept.: 412

Judge: Hon. Maureen Duffy-Lewis

*[Concurrently Filed with Notice of Hearing,
Demurrer, Declaration of Thiago M. Coelho,
[Proposed] Order, and Proof of Service]*

Action Filed: July 23, 2026

FAC Filed: August 14, 2026

Trial Date: Not Yet Set

TABLE OF CONTENTS

	Page
I. INTRODUCTION	5
II. FACTUAL ALLEGATIONS.....	7
A. Plaintiffs Sought a Buyer Agreement That Saadian Declined	7
B. The Alleged Listing-Side Agreement Was with Newmark.....	7
C. 660 Fig Later Acquired the Property.....	8
III. LEGAL STANDARD.....	8
IV. ARGUMENT.....	9
A. Plaintiffs Do Not Plead Justifiable Reliance on the Buyer-Side Compensation Promises	9
1. The Statute Requires Written Evidence of the Buyer's Employment of the Broker.....	9
2. The Alleged Texts Do Not Establish the Necessary Subscribed Memorandum.....	10
3. Phillippe Forecloses the Particular Reliance Theory Pleaded Here.....	11
4. The Later Statements Do Not Supply a Separate Pleaded Basis for Recovery	12
B. The First Cause of Action Does Not Adequately Plead Independently Wrongful Interference	13
C. The Third Cause of Action Does Not Adequately Plead Interference with Newmark's Alleged Obligation.....	14
1. A Purchase Without Payment Is Not Itself Interference with Newmark's Independent Obligation.....	15
2. The Alleged Newmark Undertaking Does Not Cure the Disruption Defect	16
D. The Ratification Allegation Does Not Cure the Claims Against 660 Fig.....	16
V. CONCLUSION	17

TABLE OF AUTHORITIES

	Page(s)
Cases	
<i>Aragon-Haas v. Family Security Ins. Services, Inc.</i> 231 Cal.App.3d 232 (1991).....	9, 16
<i>Blank v. Kirwan</i> 39 Cal.3d 311 (1985)	8
<i>Buckaloo v. Johnson</i> 14 Cal.3d 815 (1975)	13
<i>Deeter v. Angus</i> 179 Cal.App.3d 241 (1986).....	13
<i>Della Penna v. Toyota Motor Sales, U.S.A., Inc.</i> 11 Cal.4th 376 (1995)	13
<i>Donovan v. RRL Corp.</i> 26 Cal.4th 261 (2001)	16
<i>Holland v. Morse Diesel Internat., Inc.</i> 86 Cal.App.4th 1443 (2001).....	8
<i>Ixchel Pharma, LLC v. Biogen, Inc.</i> 9 Cal.5th 1130 (2020)	6, 15
<i>J.B.B. Investment Partners, Ltd. v. Fair</i> 232 Cal.App.4th 974 (2014).....	10
<i>Korea Supply Co. v. Lockheed Martin Corp.</i> 29 Cal.4th 1134 (2003)	13
<i>Lazar v. Superior Court</i> 12 Cal.4th 631 (1996)	9, 13
<i>LeBrun v. CBS Television Studios, Inc.</i> 68 Cal.App.5th 199 (2021).....	6, 17
<i>Pacific Gas & Electric Co. v. Bear Stearns & Co.</i> 50 Cal.3d 1118 (1990)	15
<i>Phillippe v. Shapell Industries</i> 43 Cal.3d 1247 (1987)	5, 6, 9, 11, 12, 13
<i>Quelimane Co. v. Stewart Title Guaranty Co.</i> 19 Cal.4th 26 (1998)	14
<i>Tenzer v. Superscope, Inc.</i> 39 Cal.3d 18 (1985)	11

1	<i>Torelli v. J. P. Enterprises, Inc.</i>	
	52 Cal.App.4th 1250 (1997).....	10
2	<i>Westside Estate Agency, Inc. v. Randall</i>	
3	6 Cal.App.5th 317 (2016).....	6, 9, 10, 16
4	Statutes	
5	Cal. Civ. Code section 1624(a)(4)	5, 9, 16
6	Cal. Civ. Code section 1633.2(h)	10
7	Cal. Civ. Code section 1709.....	13
8	Cal. Civ. Code section 1710.....	13
9	Cal. Civ. Proc. Code section 430.10(e)	8
10	Cal. Civ. Proc. Code section 430.30(a)	8

11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 **I. INTRODUCTION**

2 This case arises from Plaintiffs’ failure to protect their claimed buyer-side compensation by
3 obtaining a writing subscribed by the buyer or his authorized agent, as required under the Statute
4 of Frauds (Cal. Civ. Code § 1624(a)(4)) and *Phillippe v. Shapell Industries*, 43 Cal.3d 1247, 1258
5 (1987). Now, they futilely seek the assistance of this Court to correct their error. As a matter of
6 law, they cannot use creative pleading to circumvent the Statute of Frauds or supply the missing
7 elements of their fraud and interference claims.

8 “I am not looking for an agent.” (First Amended Complaint (“FAC”) ¶ 32.) Defendant
9 Bobby Saadian (“Saadian”) gave that written explanation when he rejected Plaintiffs’ proposed 1%
10 buyer representation agreement. He rejected their revised 0.5% agreement as well. (*Id.*)

11 “There is no formal arrangement,” Mr. Hannan of defendant Newmark wrote with respect
12 to the payment of a commission to Plaintiffs. (FAC ¶ 17 & Ex. 1.) “If he is paid a commission, will
13 it come out of ours?” wrote Newmark’s Mr. Plum. (FAC ¶ 40 & Ex. 3 (emphasis added).) Those
14 communications do not establish the missing elements of Plaintiffs’ fraud and interference claims
15 against Saadian and 660 Fig.

16 Plaintiffs Matt Barkohanai (“Barkohanai”) and Bark Tax Service Inc. dba Marina Pointe
17 Realty (“Marina Pointe”) (collectively, “Plaintiffs”) were licensed real estate brokers,
18 “conclusively presumed to know” the statute of frauds’ writing requirement. (FAC ¶¶ 3–4;
19 *Phillippe*, 43 Cal.3d at 1262.) Their own alleged conduct confirms that they understood the
20 protection they needed: they prepared a buyer representation agreement, requested Saadian’s
21 signature, revised the agreement, and requested his signature again. (FAC ¶¶ 29–32.) Their pleading
22 makes the point explicit: absent Saadian’s alleged promises, they would have “withheld their
23 materials and conditioned further services on a signed representation agreement.” (*Id.* ¶ 61.) These
24 brokers knew how to protect their compensation; however, they decided instead to rely on
25 unenforceable purported assurances in the hope of receiving a commission.

26 Civil Code section 1624(a)(4) requires written evidence of the broker’s employment, signed
27 by the buyer or his authorized agent. The FAC fails to plead a sufficient writing establishing that
28

1 Saadian employed Plaintiffs as his brokers. Moreover, as a matter of law, calling the claim fraud
2 supplies neither the required writing nor the separate element of justifiable reliance. (*Phillippe*, 43
3 Cal.3d at 1262, 1270.) *Phillippe* makes the broker's presumed knowledge of the writing
4 requirement central to that reliance analysis. *Id.* at 1262, 1270. Plaintiffs' allegations do not
5 overcome that defect. They ask this Court to impose liability on the purchaser while dispensing
6 with the written protection they knew to obtain.

7 The statute requires a signed writing unequivocally evidencing the broker's employment.
8 References to compensation do not dispense with that requirement. *Westside Estate Agency, Inc. v.*
9 *Randall*, 6 Cal.App.5th 317, 330–331 (2016). The communications alleged in the FAC do not meet
10 that standard. (FAC ¶¶ 29–32, 56–58.) Nor can Plaintiffs fill the gap with emails from Newmark
11 of Southern California, Inc. (“Newmark”). Those emails concern Newmark's own alleged
12 undertaking, and Newmark is not alleged to have signed on Saadian's behalf. (FAC ¶¶ 11, 64–65,
13 74.)

14 The interference claims against Saadian and his acquisition entity, 660 Fig LLC (“660 Fig”)
15 (together, “Defendants”), fare no better. The First Cause of Action identifies the same promissory
16 fraud as its independently wrongful predicate. Its remaining allegations fail to identify a separate
17 legal violation causing the lost expectancy. (FAC ¶¶ 50–51.) The Third Cause of Action concerns
18 Marina Pointe's alleged agreement with Newmark. Even assuming that agreement, the FAC does
19 not adequately connect Defendants' conduct to the breach or disruption of Newmark's alleged
20 obligation. Plaintiffs' alternative theory that the agreement was terminable at will additionally
21 requires an independent wrong, which is not supplied. (FAC ¶¶ 63–68, 75, 77.) *Ixchel Pharma,*
22 *LLC v. Biogen, Inc.*, 9 Cal.5th 1130, 1148 (2020).

23 Finally, attributing Saadian's conduct to 660 Fig through ratification does not supply the
24 missing elements of either interference claim. See *LeBrun v. CBS Television Studios, Inc.*, 68
25 Cal.App.5th 199, 208–209 (2021). The Court should sustain the demurrer to the First and Third
26 Causes of Action as to both Defendants and to the Second Cause of Action as to Saadian.

1 **II. FACTUAL ALLEGATIONS**

2 **A. Plaintiffs Sought a Buyer Agreement That Saadian Declined**

3 Marina Pointe is the trade name of Bark Tax Service Inc., a licensed corporate real estate
4 broker. Barkohanai acted as its licensed broker-officer. All brokerage services alleged in the FAC
5 were performed by Marina Pointe through Barkohanai in that capacity. (FAC ¶¶ 3-4.) Plaintiffs
6 researched the Property at 660 South Figueroa Street and contacted Saadian, Barkohanai's cousin,
7 about an acquisition. (*Id.* ¶¶ 14-15, 22-26.)

8 According to Plaintiffs, Saadian orally agreed on August 2, 2024 to representation and a
9 1% commission. His morning promise allegedly induced the 9:56 a.m. offer, transmission of broker
10 correspondence, and financing advice. Jay Fall's further compensation assurance, made as
11 Saadian's alleged agent at approximately 12:22 p.m., allegedly induced the afternoon transfers of
12 offering materials and underwriting spreadsheets and additional services. (*Id.* ¶¶ 11, 26-28, 55, 58,
13 60.) On August 3, Plaintiffs sent a 1% representation agreement for electronic signature. Saadian
14 texted, "Do it for .25%." A telephone conversation allegedly produced a different, 0.5%
15 arrangement, which Plaintiffs placed in a revised form and resent for signature. (*Id.* ¶¶ 29, 56.)

16 Saadian refused to sign. Later that morning he proposed an unspecified payment if he
17 purchased for \$43 million or less; Barkohanai did not accept that condition. On August 4, Saadian
18 formally declined both electronic agreements, stating as to one that he was not looking for an agent.
19 (*Id.* ¶¶ 30-32, 57-58.) The FAC alleges no executed buyer representation form. Its allegations
20 concerning electronic signatures in paragraphs 64 and 74 address Hannan's Newmark emails.

21 **B. The Alleged Listing-Side Agreement Was with Newmark**

22 Plaintiffs separately allege a "Cooperation Agreement" with Newmark. Asked about seller
23 compensation, Hannan responded on July 30 that there was no formal arrangement and Plaintiffs
24 should request compensation to be netted from the price. Plaintiffs requested at least 2% on August
25 7 and asked that the sellers factor the request into their price. Hannan replied that Shannon was
26 handling the matter with Taban and that Taban would be aware. (FAC ¶¶ 16-21, 34-35; Exs. 1-2.)
27
28

1 The FAC characterizes these communications, industry custom, Plaintiffs' performance,
2 and Newmark's continued dealings with the buyer as assent to an interbroker compensation
3 obligation. It expressly alleges that Newmark contracted in its own capacity and that the Seller was
4 not a party. (*Id.* ¶¶ 63-64, 70-77.) Newmark had written notice of Plaintiffs' claimed role and the
5 alleged circumvention by August 6; the Seller received Plaintiffs' written notice on November 5.
6 (*Id.* ¶¶ 33-35, 41.)

7 **C. 660 Fig Later Acquired the Property**

8 Between November 11 and November 14, 2024, Saadian allegedly stated that he had
9 arranged a \$70,000 payment and threatened to retract it. 660 Fig was formed about November 20
10 and acquired the Property on December 17 for \$44 million. (FAC ¶¶ 42-44, 59.) Paragraph 44
11 alleges that 660 Fig took title with knowledge of the earlier conduct and retained its benefits,
12 thereby ratifying that conduct. Plaintiffs allege no commission was paid and that they learned of
13 the closing on January 3, 2025. (*Id.* ¶¶ 45-46.)

14 Only three causes of action are asserted against the moving Defendants. Marina Pointe
15 asserts the First and Third Causes of Action against Saadian and 660 Fig, seeking an alleged
16 \$880,000 commission expectancy. Both Plaintiffs assert the Second Cause of Action against
17 Saadian. That count seeks alleged out-of-pocket and reliance losses and expressly disclaims
18 recovery of a commission or the value of brokerage services as such. (*Id.* ¶¶ 47-68.)

19 **III. LEGAL STANDARD**

20 A cause of action is subject to demurrer when the pleading fails to state facts sufficient to
21 constitute that claim. Cal. Civ. Proc. Code § 430.10(e). The Court accepts properly pleaded material
22 facts and reasonable inferences, but not conclusions of law, and reads the complaint reasonably and
23 as a whole. *Blank v. Kirwan*, 39 Cal.3d 311, 318 (1985). The inquiry is confined to the pleading,
24 its exhibits, and matters properly subject to judicial notice. Cal. Civ. Proc. Code § 430.30(a). Facts
25 in an attached exhibit control inconsistent allegations. *Holland v. Morse Diesel Internat., Inc.*, 86
26 Cal.App.4th 1443, 1447 (2001). Where the writing is ambiguous and reasonably supports the

1 pleaded interpretation, that interpretation is accepted on demurrer. *Aragon-Haas v. Family Security*
2 *Ins. Services, Inc.*, 231 Cal.App.3d 232, 239-240 (1991).

3 Fraud requires a misrepresentation, knowledge of falsity, intent to induce reliance,
4 justifiable reliance, and resulting damage, pleaded with the required specificity. *Lazar v. Superior*
5 *Court*, 12 Cal.4th 631, 638, 645 (1996). The issue is whether those allegations establish the required
6 elements, including legally justifiable reliance.

7 **IV. ARGUMENT**

8 **A. Plaintiffs Do Not Plead Justifiable Reliance on the Buyer-Side**
9 **Compensation Promises**

10 **1. The Statute Requires Written Evidence of the Buyer's**
11 **Employment of the Broker**

12 Civil Code section 1624(a)(4) reaches agreements employing a broker to purchase real
13 estate or procure a buyer or seller for compensation. The agreement, or a sufficient memorandum,
14 must be written and subscribed by the party charged or its agent. The requirement applies to the
15 buyer-broker engagement alleged here, including services incidental to procuring the acquisition.
16 *Westside*, 6 Cal.App.5th at 324–327.

17 Plaintiffs plead that they acted as licensed brokers and performed brokerage services for
18 Saadian's proposed purchase. Their asserted tasks included locating the opportunity, evaluating the
19 Property, submitting pricing interest, discussing financing, and supplying deal materials. (FAC ¶¶
20 3-4, 19, 25-29, 60.) Those allegations place the alleged buyer employment within section
21 1624(a)(4). Describing some of the services as underwriting or work product does not change their
22 pleaded purpose.

23 The required writing need not be a formal representation agreement, but it must
24 unequivocally evidence the broker's employment. *Phillippe*, 43 Cal.3d at 1258. The issue is whether
25 the communications alleged in the FAC supply that subscribed memorandum when read in their
26 pleaded context.

1 **2. The Alleged Texts Do Not Establish the Necessary Subscribed**
2 **Memorandum**

3 The required writing must establish Plaintiffs' employment as Saadian's brokers.
4 Mentioning compensation is insufficient without written evidence of employment or authority to
5 act. *Westside*, 6 Cal.App.5th at 330-331. The FAC must be measured against that requirement, not
6 merely the presence of a percentage in a text message.

7 The FAC describes "Do it for .25%" as a counterproposal responding to the proposed
8 representation agreement. It then alleges an oral agreement at 0.5%, Plaintiffs' confirmation and
9 retransmission of the revised form, and Saadian's declination of both forms. (FAC ¶¶ 29-32, 56-
10 58.) Plaintiffs continued to request execution: their August 5 message began "If you sign," and their
11 August 6 notice reported a refusal to sign after a prior promise to do so. (*Id.* ¶¶ 80-81.) Read
12 together, those allegations do not adequately establish that the percentage counterproposal
13 unequivocally memorialized the asserted buyer employment. Plaintiffs' own confirmation does not
14 supply Saadian's signature.

15 *Torelli v. J. P. Enterprises, Inc.*, 52 Cal.App.4th 1250, 1254–1257 (1997), involved a signed
16 counteroffer expressly incorporating a commission obligation. Here, the pleaded exchange fails to
17 establish a signed memorandum unequivocally evidencing Plaintiffs' employment as Saadian's
18 brokers. *Torelli* does not dispense with that requirement.

19 An electronic signature requires an act executed or adopted with intent to sign the electronic
20 record; identifying its sender alone does not establish that intent. Cal. Civ. Code § 1633.2(h); see
21 *J.B.B. Investment Partners, Ltd. v. Fair*, 232 Cal.App.4th 974, 988-989 (2014) (printed name at
22 end of email did not establish intent to sign electronically). The FAC does not adequately allege
23 Saadian's adoption of the percentage text as a signature on an employment memorandum, and the
24 alleged requests for execution and express declinations bear on that inquiry. Hannan's emails do
25 not supply Saadian's signature because Hannan allegedly acted for Newmark. (FAC ¶¶ 11, 64, 74.)

26 The later \$43 million proposal does not establish the necessary employment either.
27 Plaintiffs allege that Saadian wrote, "If I buy it for 43 or less anytime soon, I'll give you some
28

1 money." Barkohanai did not agree to the purchase-price condition, and the Property ultimately sold
2 for \$44 million. (FAC ¶¶ 31, 44, 57.) Those allegations do not identify a subscribed memorandum
3 acknowledging the buyer employment previously asserted. Nor do Plaintiffs identify services or a
4 detrimental change of position induced by that conditional proposal.

5 **3. *Phillippe* Forecloses the Particular Reliance Theory Pleaded**
6 **Here**

7 *Phillippe* directly addresses the reliance alleged here. A licensed broker's reliance on an oral
8 commission promise or a promise to execute the required writing later "cannot be sufficiently
9 reasonable to support an action for fraud." 43 Cal.3d at 1270. *Tenzer v. Superscope, Inc.*, 39 Cal.3d
10 18, 28-31 (1985), does not dispense with that reliance requirement. *Phillippe* expressly considered
11 *Tenzer* and distinguished other deception. 43 Cal.3d at 1269-1270.

12 The FAC pleads the reliance *Phillippe* rejects. Paragraph 55 alleges that Saadian
13 represented that he would pay Plaintiffs and enter into a buyer representation agreement. Paragraph
14 61 alleges that Plaintiffs otherwise would have conditioned further services on a signed agreement.
15 They thus plead performance in reliance on compensation and future execution, before obtaining
16 the required authorization. Their preparation and transmission of the forms confirm the nature of
17 the promised protection. (FAC ¶¶ 55–61.)

18 Paragraph 60 identifies the statements that allegedly induced the particular acts of reliance.
19 Saadian's morning promise allegedly induced the 9:56 a.m. offer, broker correspondence, and
20 financing advice; Fall's 12:22 p.m. assurance allegedly induced the afternoon materials transfers
21 and further services. The percentage text followed on August 3; the act specifically attributed to
22 that written request was revision and retransmission of the representation form. (FAC ¶¶ 55-56, 58,
23 60.) The later text could not have induced the August 2 acts. Whether it supplies a sufficient
24 memorandum is the separate issue addressed above. Performance before Saadian declined the
25 forms does not itself establish legally justifiable reliance under *Phillippe*, and alleged intent not to
26 perform does not supply that separate element.

1 Paragraph 62's demand for out-of-pocket expenses, development costs, and lost protective
2 opportunities does not cure that defect. A demand for out-of-pocket or reliance damages does not
3 establish justifiable reliance. The pleaded losses arise from the same decision to provide services
4 and materials on promises of buyer compensation before obtaining sufficient written authorization.
5 The allegation that Plaintiffs otherwise would have required a signed agreement identifies the
6 protection they chose to forgo; it does not establish an exception to *Phillippe's* reliance rule.

7 Neither the family relationship nor the proposed buyer obligation's role as a backstop to
8 listing-side compensation changes the reliance theory pleaded. (FAC ¶¶ 5, 29 & fn. 1, 55.) Those
9 circumstances do not cure the absence of justifiable reliance on the oral buyer-compensation
10 promises. Any obligation Newmark independently undertook must be assessed on its own terms; it
11 does not supply Saadian's subscribed authorization or make Plaintiffs' reliance on his oral promises
12 reasonable.

13 4. The Later Statements Do Not Supply a Separate Pleded Basis 14 for Recovery

15 The November representation concerning a \$70,000 payment fares no better. (FAC ¶¶ 42,
16 59.) The Second Cause of Action identifies no act or forbearance undertaken in reliance on that
17 representation and no resulting loss attributable to it. Its particularized reliance allegations concern
18 services performed and materials transmitted on August 2 and August 3. (*Id.* ¶¶ 60–61.) A
19 November representation could not have induced acts completed months earlier.

20 Nor does paragraph 62 connect a particular lost protective step to the November statement.
21 The FAC elsewhere attributes Plaintiffs' continued reliance on Newmark to Newmark's own
22 representations, and alleges that the transaction economics were fixed by the time of the November
23 5 notice to the Seller. (*Id.* ¶¶ 82, 100.) An allegation that Plaintiffs were threatened with withdrawal
24 of a courtesy payment does not itself allege that they changed position because they believed a false
25 statement about that payment.

26 The same problem affects the asserted statement about Saadian's prior discussions with
27 other brokers. Plaintiffs allege it was false, but also allege Barkohanai knew he had introduced the
28

1 Property and promptly complained of circumvention. (FAC ¶¶ 26, 32-34, 58.) They do not identify
2 a distinct detrimental act induced by belief in that statement. Absent a sufficient subscribed
3 memorandum or a separately actionable reliance theory, the Second Cause of Action fails as to both
4 Plaintiffs.

5 **B. The First Cause of Action Does Not Adequately Plead Independently**
6 **Wrongful Interference**

7 Prospective-interference liability requires conduct that is wrongful "by some measure
8 beyond the fact of the interference itself." *Della Penna v. Toyota Motor Sales, U.S.A., Inc.*, 11
9 Cal.4th 376, 392-393 (1995). The conduct must be independently wrongful, meaning it must violate
10 an identifiable legal standard; an alleged intention to deprive another of economic benefit is
11 insufficient by itself. *Korea Supply Co. v. Lockheed Martin Corp.*, 29 Cal.4th 1134, 1158-1159
12 (2003).

13 Paragraph 50 identifies the Second Cause of Action's fraud under Civil Code sections 1709
14 and 1710 as the independent wrong. Those provisions do not eliminate the justifiable-reliance
15 element of that pleaded fraud. *Lazar*, 12 Cal.4th at 638; *Phillippe*, 43 Cal.3d at 1270. That predicate
16 fails for the reasons above. An independent wrong directed at a third person may support
17 interference liability. *Korea Supply*, 29 Cal.4th at 1163. The remaining allegations must therefore
18 be assessed for a separate legal violation and its causal connection to the lost expectancy; as
19 explained below, they do not adequately plead either.

20 *Buckaloo v. Johnson*, 14 Cal.3d 815, 822-829 (1975), does not excuse the missing
21 independent wrong. *Della Penna* expressly disapproved its pleading and proof formulation to the
22 extent inconsistent with that requirement. 11 Cal.4th at 393 n.5. Plaintiffs' alleged commission
23 expectancy therefore does not cure the defect in their pleaded wrongful means.

24 *Deeter v. Angus*, 179 Cal.App.3d 241, 249-251 (1986), predates *Della Penna*'s
25 independent-wrongfulness requirement and does not relieve Plaintiffs of satisfying it. Paragraphs
26 50-51 rely on the same fraudulent inducement challenged above. The alleged loss of pricing-stage
27 compensation protection does not itself supply the missing independent wrong.

1 The remaining allegations do not fill that gap. Direct negotiation and acquisition through an
2 entity do not themselves violate an identified legal standard. Plaintiffs allege that they transmitted
3 deal materials in reliance on the challenged assurances. (FAC ¶¶ 28, 50, 58, 60.) The FAC identifies
4 no separate legal basis for treating Defendants' use of those materials as wrongful. It alleges no use
5 restriction binding these Defendants and does not identify facts establishing a misappropriation tort
6 apart from the asserted fraudulent inducement. Describing the materials as confidential or valuable
7 does not supply those missing elements.

8 The pleaded concealment theories also require more. The concealment theory fails to
9 connect a separate actionable omission to a particular induced act or forbearance producing the lost
10 listing-side compensation. Its compensation assurances run into the same reliance problem
11 addressed above.

12 The concealment allegations do not supply the missing independent wrong. Newmark
13 received written notice of Plaintiffs' role and circumvention concern on August 6, before the
14 separate formal offer alleged to have been made after August 6 and no later than August 17.
15 Plaintiffs submitted their 2% request on August 7, during the August-September pricing period
16 alleged in paragraph 100. (FAC ¶¶ 33-34, 38, 100.) Those allegations undermine concealment of
17 Plaintiffs' role from Newmark as the explanation for its later dealings. Paragraph 51 nevertheless
18 attributes the loss to earlier fraud that opened the direct channel before compensation protection
19 existed. That theory depends on the fraud challenged above. The remaining allegations do not
20 adequately identify another actionable omission and its causal connection to the lost expectancy.
21 The First Cause of Action therefore fails.

22 **C. The Third Cause of Action Does Not Adequately Plead Interference**
23 **with Newmark's Alleged Obligation**

24 The Third Cause of Action does not adequately connect Defendants' conduct to disruption
25 of Newmark's alleged obligation. Intentional interference with contract requires a valid contract,
26 knowledge, intentional acts designed to induce breach or disruption, actual breach or disruption,
27 and resulting damage. *Quelimane Co. v. Stewart Title Guaranty Co.*, 19 Cal.4th 26, 55 (1998). Even
28

1 assuming the alleged Cooperation Agreement, Plaintiffs must plead how these Defendants caused
2 its breach or disruption.

3 Plaintiffs' alternative at-will theory requires an additional showing. Paragraph 63 alleges
4 that, if the Cooperation Agreement is deemed terminable at will, Defendants' alleged fraud supplies
5 the independent wrong. Interference with an at-will contract requires independently wrongful
6 conduct. *Ixchel*, 9 Cal.5th at 1147–1148. That alternative depends on the same promissory fraud
7 and other asserted wrongs addressed above and fails for the same reasons. This argument addresses
8 the alternative theory; Plaintiffs' principal allegation of a fixed transaction and an earned payment
9 obligation remains subject to the disruption defect discussed below.

10 **1. A Purchase Without Payment Is Not Itself Interference with**
11 **Newmark's Independent Obligation**

12 Under the obligation alleged in paragraphs 63 and 77, Marina Pointe earned compensation
13 upon procuring the buyer, and Newmark owed that compensation regardless of its funding source.
14 (FAC ¶¶ 63, 77.) On that theory, closing the sale supplied the transaction on which compensation
15 was due. It did not itself release Newmark from payment or establish that these Defendants induced
16 Newmark to breach.

17 Plaintiffs must plead defendant-caused breach or disruption, which may include making
18 contractual performance more costly or burdensome. *Pacific Gas & Electric Co. v. Bear Stearns &*
19 *Co.*, 50 Cal.3d 1118, 1126, 1129 (1990). Paragraphs 51 and 67 allege direct dealings, concealment,
20 and closing arrangements that omitted payment. Paragraph 51 further alleges that earlier fraud
21 opened a direct channel before Plaintiffs secured compensation protection and removed a pricing-
22 stage payment mechanism. But paragraph 77 alleges that Newmark owed Plaintiffs compensation
23 regardless of its funding source. The FAC does not adequately connect the alleged loss of that
24 mechanism to conduct inducing Newmark to withhold its independently owed payment or
25 otherwise burdening performance. A closing without payment establishes the alleged nonpayment;
26 it does not, by itself, establish these Defendants' interference.

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

3
4
5
6
7
8
9
10

11
12
13
14
15
16
17
18
19
20
21

22
23
24

2.5

26

27

28

1 Saadian's conduct. Ratification attributes another person's tort to the ratifying party; it does not
2 create a separate tort or dispense with the underlying claim's elements. *LeBrun*, 68 Cal.App.5th at
3 208–209. Attributing the alleged conduct to 660 Fig therefore does not resolve whether that conduct
4 states an actionable interference claim.

5 For the reasons stated in Section IV.B, the FAC does not adequately plead independently
6 wrongful conduct supporting the First Cause of Action. The Third Cause of Action separately fails
7 to adequately plead Defendants' interference with the alleged compensation obligation, as
8 explained in Section IV.C. The allegation that 660 Fig knowingly accepted the benefits of Saadian's
9 conduct supplies neither missing element. The Court should therefore sustain the demurrer to both
10 claims against 660 Fig.

11 **V. CONCLUSION**

12 For these reasons, Defendants respectfully request that the Court sustain the demurrer to the
13 First and Third Causes of Action as to Bobby Saadian and 660 Fig LLC, and to the Second Cause
14 of Action as to Bobby Saadian. Defendants request that leave to amend be denied to the extent
15 Plaintiffs cannot identify facts curing the defects.

16 Dated: October 16, 2026

WILSHIRE LAW FIRM

17
18 By: 
19 Thiago M. Coelho
20 Attorneys for Defendants
BOBBY SAADIAN aka BOBBY BABAK
SAADIAN and 660 FIG LLC

1 Thiago M. Coelho (SBN 324715)
thiago.coelho@wilshirelawfirm.com
2 WILSHIRE LAW FIRM
660 S. Figueroa Street, Sky Lobby
3 Los Angeles, CA 90017
Telephone: (213) 381-9988
4 Facsimile: (213) 381-9989

Electronically FILED by
Superior Court of California,
County of Los Angeles
10/16/2026 12:26 PM
David W. Slayton,
Executive Officer/Clerk of Court,
By P. Muro, Deputy Clerk

5 Jonathan F. Golding (CA SBN 149243)
jonathan@goldinglamothe.com
6 Golding + Lamothe
323 Pershing Drive
7 Playa del Rey, CA 90293
Telephone: (310) 591-0776
8 Facsimile: (213) 402-3440

9 Attorneys for Defendants
BOBBY SAADIAN aka BOBBY
10 BABAK SAADIAN and 660 FIG LLC

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **COUNTY OF LOS ANGELES**

13
14 MATT BARKOHANAI, an individual; BARK
TAX SERVICE INC. dba MARINA POINTE
15 REALTY, a California corporation,

16 Plaintiffs,

17 v.

18 BOBBY SAADIAN aka BOBBY BABAK
SAADIAN, an individual; NEWMARK OF
19 SOUTHERN CALIFORNIA, INC., a
California corporation; ROB HANNAN, an
20 individual; 660 FIG LLC, a Delaware limited
liability company; FIG ASSET CAPITAL
21 (DE), LLC, a Delaware limited liability
company; and DOES 1 through 100, inclusive,

22 Defendants.
23
24
25
26
27
28

Case No. 26STCV23348

**DECLARATION OF THIAGO M.
COELHO CONCERNING MEET AND
CONFER UNDER CODE OF CIVIL
PROCEDURE SECTION 430.41 IN
SUPPORT OF DEMURRER TO
PLAINTIFFS' FIRST AMENDED
COMPLAINT**

Reservation ID: 890427641132

Date: January 27, 2027

Time: 9:30 a.m.

Dept.: 412

Judge: Hon. Maureen Duffy-Lewis

*[Concurrently Filed with Notice of Hearing,
Demurrer, Memorandum of Points and
Authorities, [Proposed] Order, and Proof of
Service]*

Action Filed: July 23, 2026

FAC Filed: August 14, 2026

Trial Date: Not Yet Set

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

1. I am an attorney licensed to practice in California and counsel for Defendants Bobby Saadian aka Bobby Babak Saadian and 660 Fig LLC in this action. I have personal knowledge of the matters stated in this declaration and could testify competently to them.

3. On October 5, 2026, I contacted Plaintiff's Counsel, Barak Lurie and Dane H. Taylor, via email to arrange a conference concerning Defendants' proposed demurrer.

5. I identified the alleged absence of a sufficient subscribed buyer-broker memorandum, the reliance rule in *Phillippe*, the independent-wrongfulness issue, the alleged Newmark agreement and interference with its performance, and the allegations concerning 660 Fig.

6. The parties did not reach an agreement resolving any of these objections or agreeing to any amendments to address them. Each of the issues identified in paragraph 5 remains unresolved.

1 I declare under penalty of perjury under the laws of the State of California that the
2 foregoing is true and correct.

3 Executed on October 16, 2026 at Los Angeles, California.

4 

5 _____
Thiago Coelho

Thiago M. Coelho (SBN 324715)
thiago.coelho@wilshirelawfirm.com
WILSHIRE LAW FIRM
660 S. Figueroa Street, Sky Lobby
Los Angeles, CA 90017
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

Electronically FILED by
Superior Court of California,
County of Los Angeles
10/16/2026 12:26 PM
David W. Slayton,
Executive Officer/Clerk of Court,
By P. Muro, Deputy Clerk

Jonathan F. Golding (CA SBN 149243)
jonathan@goldinglamothe.com
Golding + Lamothe
323 Pershing Drive
Playa del Rey, CA 90293
Telephone: (310) 591-0776
Facsimile: (213) 402-3440

Attorneys for Defendants
BOBBY SAADIAN aka BOBBY
BABAK SAADIAN and 660 FIG LLC

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

MATT BARKOHANAI, an individual; BARK
TAX SERVICE INC. dba MARINA POINTE
REALTY, a California corporation,

Plaintiffs,

v.

BOBBY SAADIAN aka BOBBY BABAK
SAADIAN, an individual; NEWMARK OF
SOUTHERN CALIFORNIA, INC., a
California corporation; ROB HANNAN, an
individual; 660 FIG LLC, a Delaware limited
liability company; FIG ASSET CAPITAL
(DE), LLC, a Delaware limited liability
company; and DOES 1 through 100, inclusive,

Defendants.

Case No. 26STCV23348

PROOF OF SERVICE RE DEMURRER

Reservation ID: 890427641132

Date: January 27, 2027

Time: 9:30 a.m.

Dept.: 412

Judge: Hon. Maureen Duffy-Lewis

*[Concurrently Filed with Notice of Hearing,
Demurrer, Memorandum of Points and
Authorities, Declaration of Thiago Coelho,
and [Proposed] Order]*

Action Filed: July 23, 2026

FAC Filed: August 14, 2026

Trial Date: Not Yet Set

PROOF OF SERVICE

MATT BARKOHANAI, ET AL. VS BOBBY SAADIAN, ET AL.
Los Angeles County Superior Court Case No.: 26STCV23348

I, Virginia Tomlinson, am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to this action. My business address is 660 S. Figueroa St., Sky Lobby, Los Angeles, California 90017. My electronic service address is virginia.tomlinson@wilshirelawfirm.com.

On **October 16, 2026**, I served the foregoing document(s) described as:
**DEFENDANTS BOBBY SAADIAN AND 660 FIG LLC'S NOTICE OF HEARING ON
DEMURRER TO PLAINTIFFS' FIRST AMENDED COMPLAINT**

**DEFENDANTS BOBBY SAADIAN AND 660 FIG LLC'S DEMURRER TO PLAINTIFFS'
FIRST AMENDED COMPLAINT**

**DECLARATION OF THIAGO M. COELHO CONCERNING MEET AND CONFER
UNDER CODE OF CIVIL PROCEDURE SECTION 430.41 IN SUPPORT OF
DEMURRER TO PLAINTIFFS' FIRST AMENDED COMPLAINT**

**MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF DEFENDANTS
BOBBY SAADIAN AND 660 FIG LLC'S DEMURRER TO PLAINTIFFS' FIRST
AMENDED COMPLAINT**

**[PROPOSED] ORDER SUSTAINING DEFENDANTS BOBBY SAADIAN AND 660 FIG
LLC'S DEMURRER TO PLAINTIFFS' FIRST AMENDED COMPLAINT**
on interested parties in this action as follows:

Barak Lurie (SBN 144887)
Dane H. Taylor (SBN 287392)
LURIE & ASSOCIATES
12121 Wilshire Boulevard, Suite 300
Los Angeles, California 90025
Telephone: 310-478-7788
Facsimile: 310-347-4442
Barak@lurie-law.com;
Dane@lurie-law.com;

☒ **BY ELECTRONIC SERVICE** Based on an agreement of the parties to accept service by electronic transmission per Section 1010.6 of the Code of Civil Procedure, I caused the documents to be sent to the persons at the electronic notification addresses listed on the service list above, by emailing a copy. Pursuant to CCP 1013 (b)(1), my electronic service address is virginia.tomlinson@wilshirelawfirm.com .

☒ **BY MAIL:** I caused the above documents to be placed in a sealed envelope with postage thereon fully prepaid and placed for collection and mailing on the above date in accordance with ordinary business practices. I am readily familiar with this firm's practice of

1 collection and processing of correspondence for mailing with the United States Postal Service,
2 and that the correspondence shall be deposited with the United States Postal Service the same day
3 in the ordinary course of business pursuant to Cal. Code Civ. Proc. § 1013(a).

4 ☒ (STATE) I declare under penalty of perjury under the laws of the State of
5 California that the foregoing is true and correct.

6 Executed on **October 16, 2026**, at Los Angeles, California.

7
8 
9 _____
10 Virginia Tomlinson
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28