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Attorneys for Plaintiff Ramin Shahidi

FILED
MAY 13 2019

Clerk of the Court
Superior Court of CA County of Santa Clara
BY [Signature] DEPUTY
[Signature]

COPY

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
SANTA CLARA COUNTY SUPERIOR COURT
UNLIMITED JURISDICTION**

RAMIN SHAHIDI
Plaintiff,

v.

PERFINT HEALTHCARE CORPORATION
USA, at. al.

Defendants.

) Case No. 2012-1-CV-226639
) (Assigned for Trial to Hon. Carrie A Zepeda,
) Dept. 2)

~~PROPOSED~~ JUDGMENT

Trial Date: April 2, 2019
Time: 8:45 a.m.
Dept.: Dept. 20
Judge: Hon. Carrie A. Zepeda

1 **I. JUDGMENT ON THE 1st, 2nd, 3rd, and 4th CAUSES OF ACTION OF THE COMPLAINT.**

2 The above-entitled case came on regularly for trial on April 3, 2019, on the 1st, 2nd, 3rd, and 4th
3 Causes of Action of the Complaint of *RAMIN SHAHIDI, an individual vs. PERFINT HEALTHCARE*
4 *CORPORATION USA, a Delaware corporation, PERFINT HEALTHCARE PVT. LTD., a business*
5 *entity in India, and NANDAKUMAR SUBBURAMAN, an individual*, in Department 2 of the above-
6 entitled court, before the Honorable Carrie A. Zepeda, Judge of the Superior Court.

7 Plaintiff RAMIN SHAHIDI appeared and was represented by attorney Ali Ari Aalaei, Esq., of
8 Ari Law, P.C. Defendants appeared through their representative, attorney Stephen Blea, Esq., of the
9 law firm of Witham, Mahoney, & Abbot LLP. After hearing and receiving the evidence and
10 argument of counsel, the 1st, 2nd, 3rd, and 4th causes of action were submitted for court trial.

11 Accordingly, the Court makes the following findings:

- 12 ○ On the 1st Cause of Action for Reasonable Value of Services Rendered, Plaintiff
13 Ramin Shahidi is entitled to judgment against defendants Perfint Healthcare
14 Corporation USA, Perfint Healthcare Pvt. Ltd., and Nandakumar Subburaman;
- 15 ○ On the 2nd Cause of Action for Open Book Account, Plaintiff Ramin Shahidi is entitled
16 to judgment against defendants Perfint Healthcare Corporation USA, Perfint
17 Healthcare Pvt. Ltd., and Nandakumar Subburaman;
- 18 ○ On the 3rd Cause of Action Intentional Misrepresentation, Plaintiff Ramin Shahidi is
19 entitled to judgment against defendants Perfint Healthcare Corporation USA, Perfint
20 Healthcare Pvt. Ltd., and Nandakumar Subburaman;
- 21 ○ On the 4th Cause of Action for Negligent Misrepresentation, Plaintiff Ramin Shahidi
22 is entitled to judgment against defendants Perfint Healthcare Corporation USA, Perfint
23 Healthcare Pvt. Ltd., and Nandakumar Subburaman;

24 THEREFORE IT IS ORDERED, ADJUDGED AND DECREED:

25 On the 1st, 2nd, 3rd, and 4th Causes of Action, that plaintiff Ramin Shahidi shall recover from
26 defendants Perfint Healthcare Corporation USA, Perfint Healthcare Pvt. Ltd., and Nandakumar
27 Subburaman (collectively, "Defendants"), as follows:

- 1 o Economic damages in the amount of \$152,729.41 for Plaintiff's services rendered to
- 2 Defendants, plus monthly interest at the rate of 1.5% from August 2012 through the
- 3 present (80 months) equaling \$349,851.58 in interest, for a total economic damages
- 4 award of \$502,580.99 for Plaintiff as against all Defendants;
- 5 o Punitive damages in the sum of \$150,000 as against defendant Nandakumar
- 6 Subburaman;
- 7 o Punitive damages in the sum of \$150,000 as against defendants Perfint Healthcare
- 8 Corporation USA and Perfint Healthcare Pvt. Ltd; and
- 9 o Interest at the rate of 10% (ten percent) per annum from the date of this judgment until
- 10 paid, together with any costs or attorney's fees that may be added by way of a
- 11 memorandum of costs and/or motion for attorneys' fees.

12 **II. ADDITIONAL FINDINGS OF FACT.**

13 The Court makes the following additional findings of fact.

14 The Court heard and received the testimony of plaintiff, Dr. Ramin Shahidi ("Plaintiff"),
15 which it found to be credible and admissible. Plaintiff and Defendants Perfint Healthcare Corporation
16 USA, Perfint Healthcare Pvt. Ltd., and Nandakumar Subburaman (collectively "Defendants")
17 engaged in an agreement providing that Plaintiff would be paid at a minimum his hourly rate of \$500,
18 evidenced by, *inter alia*, the September 26, 2010 email in Exhibit 5. *See also*, Exhibits 2-4. The
19 terms included that Plaintiff's hourly rate was \$500, and that any unpaid balance would accrue with
20 an additional 1.5% monthly interest rate, unless and until paid. It was clear to Nandakumar
21 Subburaman that these were the terms, for which Plaintiff would continue his employment for the
22 companies, and by giving Plaintiff additional work to perform, Nandakumar Subburaman and the
23 Defendants understood that these were the terms. Plaintiff performed the work and labor.

24 Plaintiff therefore prevails on the first and second cause of action, because, *inter alia*, the
25 billings are sufficient to demonstrate the agreement and an open book account, which has never been
26 paid. As for fraud and misrepresentation, the elements of intentional fraud have been met. The Court
27 finds Plaintiff credible, and given the contents of e-mails, discussions between the parties, the course
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1 of performance, the testimony at trial, and the evidence, including Nandakumar Subburaman's
2 conduct, such as belatedly insisting and inserting terms which were never agreed to, in bad faith, and
3 which he knew that Plaintiff would never have agreed to, after Plaintiff had performed the services,
4 the evidence shows clearly that Nandakumar Subburaman acted with malice and further, that

5 Nandakumar Subburaman and the Defendants never intended to pay Plaintiff, despite their prior
6 representations to the contrary. *See, e.g., Exhibits 9, 5, and 4. Furthermore, AS Perfint Healthcare
Corp. USA + Perfint Healthcare Pvt. Ltd verified & authorized Subburaman's conduct.*

7 For these reasons the Court finds in favor of Plaintiff for the amount of economic damages
8 against Defendants in the amount of \$502,580.99, consisting of \$152,729.41 for the services
9 rendered, plus \$349,851.58 for the monthly interest at the rate of 1.5% from August 2012 through the
10 present (80 months) which was agreed to by the parties. Once judgment is entered, then per
11 California rules, the interest rate will be 10%, until paid. As for punitive damages, because there was

12 malice and fraud, and given the testimony and evidence, Plaintiff shall be entitled to punitive
13 damages in the amount of \$150,000 as against Nandakumar Subburaman personally and individually,
14 as he has ability to pay, given his salary and net worth of the companies; and additionally, punitive
15 damages in the amount of \$150,000 as against the company defendants, Perfint Healthcare
16 Corporation USA and Perfint Healthcare Pvt. Ltd., for a total punitive damages award of \$300,000.

17 Also noted is the fact that on March 13, 2019, Plaintiff served Defendants with a notice to appear at
18 trial with documents, requiring the Defendants to appear at trial with evidence of their financial
19 condition, however, the Defendants failed to comply with the demand without justification. The
20 evidence showed that Nandakumar Subburaman and the Defendants were taking advantage of
21 Plaintiff Dr. Shahidi's brilliance and reputation, and his trusting of the Defendants, in falsely
22 promising Plaintiff that he would be paid for this time and efforts. Defendants received the benefit of
23 Plaintiff's services. Because Plaintiff has proved his cause of action for open book account, Plaintiff
24 is also entitled to attorney's fees and costs, which may be requested through a memorandum of costs
25 and/or a motion for attorneys' fees.

26 Dated: 5/13/19


JUDGE OF THE SUPERIOR COURT
CARRIE ZEPEDA



**SUPERIOR COURT OF CALIFORNIA
COUNTY OF SANTA CLARA**
DOWNTOWN COURTHOUSE
191 NORTH FIRST STREET
SAN JOSÉ, CALIFORNIA 95113
CIVIL DIVISION

(ENDORSED)
FILED
MAY 13 2019
Clerk of the Court
Superior Court of CA County of Santa Clara
BY MB DEPUTY

Ali Ari Aalaei
90 New Montgomery St Ste 905
San Francisco CA 94105

RE: **R. Shahidi vs Perfint Healthcare Corporation USA, et al**
Case Number: **2012-1-CV-226639**

PROOF OF SERVICE

JUDGMENT was delivered to the parties listed below the above entitled case as set forth in the sworn declaration below.

If you, a party represented by you, or a witness to be called on behalf of that party need an accommodation under the American with Disabilities Act, please contact the Court Administrator's office at (408) 882-2700, or use the Court's TDD line (408) 882-2690 or the Voice/TDD California Relay Service (800) 735-2922.

DECLARATION OF SERVICE BY MAIL: I declare that I served this notice by enclosing a true copy in a sealed envelope, addressed to each person whose name is shown below, and by depositing the envelope with postage fully prepaid, in the United States Mail at San Jose, CA on May 13, 2019. CLERK OF THE COURT, by Melanie Bueno, Deputy. *MB?*

cc: Stephen Dale Blea 401 B Street Suite 2220 San Diego CA 92101