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Superior Court of California
County of Los Angeles**

OCT 05 2018

**Sherri R. Carter, Executive Officer/Clerk of Court
By: Marlon Gomez, Deputy**

6 Attorneys for Plaintiff
7 DR. IMAN SADEGHI

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **COUNTY OF LOS ANGELES—CENTRAL DISTRICT**

10

11 DR. IMAN SADEGHI, an individual,

12 Plaintiff,

13 v.

14 PINSSCREEN, INC., a Delaware Corporation;
15 DR. HAO LI, an individual;
16 YEN-CHUN CHEN, an individual;
17 LIWEN HU, an individual;
18 HAN-WEI KUNG, an individual;
19 and DOES 1-100,

20 Defendants.

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Case No.: BC709376

**VERIFIED AMENDED COMPLAINT FOR
DAMAGES AND INJUNCTIVE RELIEF:**

1. **Fraudulent Inducement of Employment Contract by Intentional Misrepresentation**
2. **Fraudulent Inducement of Employment Contract by Intentional Concealment**
3. **Battery**
4. **Violation of Cal. Labor Code § 1102.5 - Retaliation Against Whistleblowing**
5. **Breach of Employment Contract**
6. **Breach of Implied Contract for Research Integrity**
7. **Wrongful Termination in Violation of Public Policy**
8. **Intentional Interference with Contract**
9. **Intentional Infliction of Emotional Distress**
10. **Negligent Hiring, Supervision or Retention**
11. **Violation of Cal. Labor Code § 2802**
12. **Violation of Cal. Labor Code § 203**
13. **Breach of Constructive Bailment**
14. **Invasion of Privacy**
15. **Violation of Cal. Unfair Competition Law (UCL), Bus. & Prof. Code § 17200 et seq.**

DEMAND FOR JURY TRIAL

1 Plaintiff Dr. Iman Sadeghi (“Sadeghi”) alleges the following against defendants Pinscreen,
2 Inc. (“Pinscreen”), Dr. Hao Li (“Li”), Yen-Chun Chen, Liwen Hu (“Hu”), Han-Wei Kung
3 (“Kung”), and Does 1-100 (collectively “defendants”).

4 CASE SUMMARY

5 1. Sadeghi holds a doctorate in Computer Science/Computer Graphics from the
6 University of California, San Diego (“UCSD”). He developed, published, and patented a novel
7 digital hair appearance framework for Walt Disney Animation Studios’ movie *Tangled* and has
8 presented his work in prestigious scientific forums. After having worked at Google as a Software
9 Engineer for more than five years, Sadeghi was solicited by Pinscreen to join the company’s
10 leadership.

11 2. Pinscreen is a software start-up specializing in automatically generating animated
12 3D face models, called *avatars*, using only a photograph of a person. Li, an assistant professor at
13 University of Southern California (“USC”), is one of the co-founders and the Chief Executive
14 Officer (“CEO”) of Pinscreen.

15 3. Defrauding Sadeghi, Pinscreen, through Li, knowingly misrepresented Pinscreen’s
16 avatar generation capabilities to Sadeghi and concealed its various illegal practices from him.
17 Pinscreen’s and Li’s unlawful conduct involved a variety of fraudulent activities including
18 misrepresenting manually prepared avatars as automatic, which is at the heart of Pinscreen’s
19 technical claims.

20 4. In reliance on Li’s fraudulent misrepresentations to him, Sadeghi resigned from
21 Google and joined Pinscreen as its VP of Engineering. While working to improve the quality of
22 Pinscreen’s infrastructure and avatars, Sadeghi gradually discovered Li’s and Pinscreen’s various
23 illegal practices, including deliberately misreporting purportedly scientific experiments or their
24 results (data fabrication), academic misconduct, fraud on investors, labor law violations, and
25 immigration law violations.

26 5. When confronted by Sadeghi regarding the data fabrication and academic
27 misconduct, Li asserted that Pinscreen would achieve its inflated claims in time for subsequent
28 publications, which Li considered to be crucial for Pinscreen’s industry exposure and success. Li

1 promised Sadeghi that Pinscreen would never fabricate its results in public representations.

2 6. Li broke this promise on August 1, 2017, when Pinscreen and Li publicly
3 misrepresented fabricated avatars on the stage of ACM's SIGGRAPH 2017 Real-Time Live
4 ("RTL") to an audience of thousands.

5 7. In retaliation for Sadeghi's objections and whistleblowing regarding Li's data
6 fabrication, academic misconduct, fraud on investors, labor law violations, immigration law
7 violations, and other unlawful practices, Pinscreen illegally terminated Sadeghi, on August 7,
8 2017, within Sadeghi's first working hour after Pinscreen's fabricated demo at RTL.

9 8. On the day of the wrongful termination, various defendants committed multiple
10 other torts against Sadeghi, including assault and battery and invasion of privacy. As a result of
11 the battery, Sadeghi has suffered severe physical, mental, and emotional distress as well as
12 physical injuries requiring medical attention, physical therapy, and psychotherapy.

13 9. Following the wrongful termination, Pinscreen committed additional breaches of
14 contract and engaged in other unlawful conduct, such as withholding business expense
15 reimbursements, withholding the check for penalties for late wage payments, and damaging
16 Sadeghi's personal property.

17 10. Sadeghi brings this action to vindicate his legal rights, and more importantly, to
18 benefit the public; to preserve the integrity of scientific research; to safeguard Computer Science,
19 Computer Graphics, ACM and SIGGRAPH communities; and to protect Pinscreen's employees
20 and investors, while preventing Li, Pinscreen, and other defendants from engaging in further
21 unlawful practices.

22 **THE PARTIES**

23 11. Sadeghi is an individual who, at all times relevant to the verified amended
24 complaint, resided in Marina del Rey, in the County of Los Angeles, in the State of California.
25 Sadeghi was employed by Pinscreen in the County of Los Angeles, in the State of California from
26 February 2, 2017 to August 7, 2017.

27 12. On information and belief, Pinscreen is, and at all times mentioned was, a
28 Delaware corporation with its principal place of business in the County of Los Angeles in the

1 State of California.

2 13. On information and belief, Li is, and at all times mentioned was, an individual
3 residing in the County of Los Angeles in the State of California and was and is the Chief
4 Executive Officer (“CEO”), co-founder, and a board member of Pinscreen.

5 14. On information and belief, Yen-Chun Chen, also known as Frances Chen is, and at
6 all times mentioned was, an individual residing in the County of Los Angeles in the State of
7 California and was and is the Chief Financial Officer (“CFO”), co-founder, and a board member
8 of Pinscreen.

9 15. On information and belief, Li and Yen-Chun Chen are married.

10 16. On information and belief, Hu was and is a full-time student at USC and was
11 employed at Pinscreen as an intern during the summer of 2017.

12 17. On information and belief, Kung was and is a full-time student at University of
13 California, Santa Barbara (“UCSB”) and was employed at Pinscreen as an intern during the
14 summer of 2017.

15 18. Pinscreen’s other employees and affiliates relevant to this complaint include
16 Stanley Kim (“Kim”), a co-founder and a board member of Pinscreen; Jens Fursund (“Fursund”),
17 Pinscreen’s Chief Technical Officer (“CTO”); Dr. Jaewoo Seo (“Seo”); Dr. Koki Nagano
18 (“Nagano”); Dr. Lingyu Wei (“Wei”), also known as Cosimo Wei; Shunsuke Saito (“Saito”);
19 Carrie Sun (“Sun”); Stephen Chen; Ronald Yu (“Yu”); Sitao Xiang (“Xiang”); Yi Zhou (“Zhou”);
20 Dr. Jun Xing (“Xing”); Kyle Morgenroth (“Morgenroth”); and Bilal Zuberi (“Zuberi”),
21 Pinscreen’s partner at Lux Capital investment firm.

22 19. On information and belief, Does 1-100 participated in the wrongful acts alleged, are
23 liable for those acts, and knew and participated in one or more of the specific acts committed by
24 the defendants.

25 20. On information and belief, in doing the acts alleged, each of the defendants were
26 the agent, principal, employee, or alter ego of one or more of the other defendants and acted with
27 the other defendants’ knowledge, consent, and approval. Each of the defendants is responsible for
28 the liabilities of the other defendants.

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JURISDICTION AND VENUE

21. This Court has jurisdiction over the subject matter because, on information and belief, each defendant is either a resident of California, has sufficient minimum contacts in California, or otherwise intentionally avails themselves of the California market. The nature of the claim as well as the amount in controversy, as delineated within this verified complaint, meet the requirements for the unlimited jurisdiction of this Court.

22. Venue is proper in this Court because Pinscreen resides, transacts business, and has offices in the County of Los Angeles, and most of the unlawful practices that caused Sadeghi's damages as alleged herein occurred in the County of Los Angeles.

FACTS RELATED TO CAUSES OF ACTION

Sadeghi's Qualifications

23. Sadeghi earned his B.Sc. degree in Computer Engineering in 2006 and graduated first in class from Sharif University of Technology. Shortly after, Sadeghi started graduate school at the University of California, San Diego ("UCSD") in the field of Computer Science.

24. In 2007, Sadeghi was awarded the Grand Prize in UCSD's Rendering Competition. Rendering is the process of automatically generating the appearance of digital objects using computers. In 2008, Sadeghi collaborated with Walt Disney Animation Studios ("Disney") on hair rendering (i.e. digital hair appearance) and received his M.Sc. degree in Computer Science/Computer Graphics on the topic. (Exhibits A1, A2)

25. Sadeghi worked at Disney during 2008 and 2009 and developed a novel hair rendering framework for the production of the movie *Tangled*. In 2010, Sadeghi presented the framework at the Association for Computing Machinery's SIGGRAPH conference. The Association for Computing Machinery ("ACM"), is the world's largest scientific and computing society and the organizer of annual conference SIGGRAPH, widely recognized by experts as the most reputable conference in the field of Computer Graphics. Sadeghi is also a co-inventor of the patent on the framework filed by Disney. The following figure features some of the results of the hair rendering framework: (Exhibits A2, A3, A4)



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6 26. Li later introduced Sadeghi as “the guy behind all the hair rendering tech for
7 Disney and DreamWorks” and, on information and belief, referred to Sadeghi as “the best hair
8 rendering guy.” (Exhibits A5, A6)

9 27. [April 18, 2017] Li: “Please meet Iman [Sadeghi], the guy behind all the hair
10 rendering tech for Disney and DreamWorks (incl. Tangled)”

11 28. [June 1, 2017] Li: “We have the best hair rendering guy”

12 **Hao Li**



13 hey leszek

14 please meet iman, the guy behind all the hair rendering tech for disney and
15 dreamworks (incl. tangled)

16 [...]

17 we have the best hair rendering guy

18 29. In 2010, Sadeghi worked at Industrial Light & Magic (“ILM”) and became
19 acquainted with Li. On information and belief, Li was attending graduate school also in the field
20 of Computer Graphics. During the same year, Li requested that Sadeghi connect with him on
21 Facebook and LinkedIn. Sadeghi and Li stayed in touch over the years and referred to each other
22 as good friends. (Exhibits A7, A8)

23 30. On June 11, 2011, Sadeghi was ceremonially honored when he received his Ph.D.
24 from UCSD in Computer Science/Computer Graphics. Later, Sadeghi presented his scientific
25 research from his Ph.D. dissertation, in the field of rendering and appearance modeling, at
26 SIGGRAPH 2012 and SIGGRAPH 2013. (Exhibits A9, A10, A11)

27 31. Sadeghi joined Google as a Software Engineer on August 15, 2011 and gained
28 experience with Robust Software System Architectures, Reliable Scalable Distributed Systems,

1 and Deep Convolutional Neural Networks. Among other achievements, Sadeghi is also a co-
2 inventor of five patents filed by Google.

3 32. On information and belief, Li received his M.Sc. from Universität Karlsruhe in
4 2006, received his Ph.D. from Eidgenössische Technische Hochschule Zürich (“ETH Zurich”) in
5 2010, became an assistant professor at University of Southern California (“USC”) in 2013, co-
6 founded Pinscreen in 2015, and solicited Sadeghi to join Pinscreen’s leadership in 2016.

7 33. Li praised Sadeghi and told him, “I do believe that you will bring a lot to the
8 company,” “I think if you join us, you would bring a lot of energy with you,” and that “you bring
9 in exceptional potential, knowledge and leadership.” Li told Sadeghi that he thinks Zuberi “likes
10 you a lot;” Fursund “thinks u [sic] are awesome;” and Kim and Zuberi “really like you and we
11 really want you to join us.” Li also stated that “we have been really impressed by you and are very
12 thrilled with the possibility of having you,” as well as “we love to work with you if there is a
13 chance.” (Exhibits B6, B8, B9, B14, B15, B16)

14 34. Even on the last day of Sadeghi’s employment at Pinscreen, on August 7, 2017, Li
15 praised Sadeghi and told him:

16 35. [August 7, 2017] Li: “You bring a lot of positive energy and did a lot of things that
17 brought us so far.”

18 36. [August 7, 2017] Li: “As a person I really think you bring the most to this
19 company.”

20 37. [August 7, 2017] Li: “I think you have charisma, you bring a lot of people to work
21 together, you motivate people. People like you as a person.”

22 **Li’s and Pinscreen’s Solicitation of Sadeghi**

23 38. In early October of 2016, during a scientific conference in Amsterdam,
24 Netherlands, Li, the CEO and co-founder of Pinscreen, and Fursund, the CTO of Pinscreen,
25 approached Sadeghi and invited him to join the company, which Li followed up through Facebook
26 messages, in November of 2016. Pinscreen’s solicitation of Sadeghi included dining with Kim in
27 Seattle, dining with Li in Santa Monica, a remote video conference call with Fursund who was in
28 Denmark, as well as a phone conversation with Zuberi. Li’s continual attempts to persuade

1 Sadeghi to join Pinscreen lasted until late January of 2017. (Exhibits B1, B2, B3, B4, B7, B12,
2 B13, B17)

3 39. [November 8, 2016] Li: "Join us!"

4 40. [December 1, 2016] Li: "We all want you to join, we are working out [sic] on a
5 good offer"

6 41. [December 26, 2016] Li: "However, I think if you join us, you would bring a lot of
7 energy with you"

8 42. [December 26, 2016] Li: "I think we can increase a bit"

9 43. [December 26, 2016] Li: "How can I hire you?"

10 44. [December 26, 2016] Li: "Tell me a number"

11 45. [December 26, 2016] Li: "But we would love to work with you if there is a chance"

12 46. [January 19, 2017] Li: "☹"

13 47. [January 19, 2017] Li: "Please sleep over it"

14



Hao Li
ahahaha
join us!

Nov 8, 2016 · Sent from Web

15

16

17



[...]
we all want you to join, we are working out on a good offer
[...]

18

19



Hao Li
however, I think if you join us, you would bring a lot of energy with you
I think we can increase a bit

20

21



Hao Li
How can i hire you?

22

23



tell me a number

24

25



Hao Li
☹
please sleep over it

26

27

Jan 19, 2017 · Sent from Web

28

1 48. Li offered Sadeghi the “leadership role” of “VP of Engineering” and described it as
2 “potentially having a more important role than CTO.” Li told Sadeghi that his responsibilities
3 would be to “make sure other people work,” “coordinate teams and also ensure efficient
4 deliverables,” and to “oversee the technology development of everyone and push it to the next
5 level.” (Exhibits B18, B19)

6 49. In response to Sadeghi’s concern for potential risks, Li stated “I don’t think there
7 are any risks” for Sadeghi in joining Pinscreen, and that “I’m quite sure the reward is bigger than
8 what [*sic*] the other companies, not only in terms of impact but also financially.” (Exhibits B10,
9 B12)

10 50. After claiming that “for startup at our stage the biggest benefit is in stock options,”
11 Li offered Sadeghi \$165,000 in salary and 2.3% of Pinscreen’s shares. Sadeghi’s employment
12 contract stated that Pinscreen shall provide Sadeghi equity awards equal to 2.3% ownership of
13 Pinscreen over a four-year vesting period, plus additional stock options to “counteract the dilutive
14 effect” of company’s Series A round of financing on Sadeghi. (Exhibits B5, B11, B20, G)

15 51. [December 26, 2017] Li: “❤️”

16 52. [December 26, 2017] Li: “I can discuss again with the board, but I would like to
17 offer you for the polar bear heart: 165K + 2.3%”



18 **Hao Li**
19 OMG



20 do you think you will be able to join us in january already?
21 we are aiming for a beta launch in late january

22 Dec 26, 2016 · Sent from Web



23 **Iman Sadeghi**

24 Hmmm ... The yearly Google bonus is out Jan 20th.

25 Dec 26, 2016 ·



26 **Hao Li**

27 so u could start in feb?

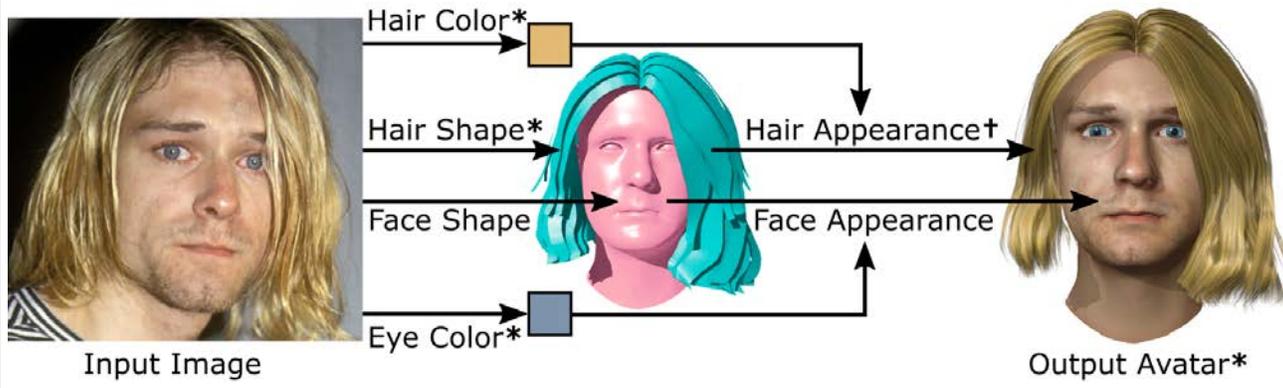
28 Dec 26, 2016 · Sent from Web



Hao Li

 that will be still before we launch a PR thing

 I can discuss again with the board, but I would like to offer you for the polar bear heart:
 165K + 2.3%



- 57. Relevant components of Pinscreen’s technology include the following:
- 58. **Input Image:** Digital photograph of a person used to generate the output avatar.
- 59. **Hair Shape*** or **Hair Reconstruction***, **Hair Fitting***: The process of automatically estimating the shape of the hair (turquoise area) from the input image. This process has been fabricated by Pinscreen multiple times.
- 60. **Face Shape** or **Face Reconstruction, Face Fitting:** The process of automatically estimating the shape of the face (coral area) from the input image.
- 61. **Hair Color*:** The process of automatically estimating the hair color from the input image. This process has been fabricated by Pinscreen.
- 62. **Eye Color*:** The process of automatically estimating the eye color from the input image. This process has been fabricated by Pinscreen.
- 63. **Hair Appearance†** or **Hair Rendering†**, **Hair Shading†:** The process of automatically generating the hair appearance from the estimated hair shape (turquoise area) and hair color. As an expert in hair rendering, Sadeghi significantly improved the quality of Pinscreen’s digital hair appearance.
- 64. **Face Appearance:** The process of automatically generating the appearance of the face from the estimated face shape (coral area) and eye color.
- 65. Relevant terminology to this complaint includes the following:
- 66. **Speed of Avatar Generation:** The time it takes to generate an avatar in real-time.
- 67. **Pre-Cached** or **Pre-Built Avatar:** Avatar that has been previously generated.
- 68. **Brand-New Avatar:** Avatar generated from a brand-new input image, e.g. an

1 image from the webcam, which cannot be pre-cached and has to be generated in real-time.

2 69. **Fabricated Avatar:** Pinscreen’s avatar fabrication included:

- 3 • A manually prepared avatar misrepresented as automatic.
- 4 • A pre-cached avatar misrepresented as brand-new and/or in real-time.

5 **Li’s and Pinscreen’s Fraud and Deceit of Sadeghi**

6 70. Li deceived Sadeghi by intentionally misrepresenting Pinscreen’s technical
7 capabilities to Sadeghi and intentionally concealing its numerous illegal practices from him.

8 71. On information and belief, Li persuaded Sadeghi to join Pinscreen in order to gain
9 access to Sadeghi’s expertise and experience in digital hair appearance and software engineering.

10 72. On January 22, 2017, before Sadeghi had signed the contract to join Pinscreen, Li
11 sent him, through Facebook messages, two examples of purportedly automatically generated
12 avatars. Sadeghi specifically inquired of Li as to whether the hair of the presented avatars had
13 been automatically generated (“autogenerated”), to which Li responded “yes.” (Exhibit C1)

14 73. [January 22, 2017] Sadeghi: “Autogenerated hair?”

15 74. [January 22, 2017] Li: “Yes”



16 **Iman Sadeghi**

Omg! So good! This is well done!

17 Pre defined models for eyes and teeth? Autogenerated hair?

18 Jan 22, 2017 ·



19 **Hao Li**

20 yes

21 75. Li’s claim that the presented avatars and their hair were automatically generated
22 was a brazen lie. Even up to six months after Li’s initial presentations to Sadeghi, Li and
23 Pinscreen repeatedly fabricated avatars in various representations, including by misrepresenting
24 manually prepared hair shapes as automatically generated.

25 76. For instance, Pinscreen misrepresented manually prepared hair shapes as
26 automatically generated in its SIGGRAPH RTL submission on April 4, 2017; SIGGRAPH Asia
27 Technical Papers submission on May 23, 2017; SIGGRAPH RTL public demo on August 1, 2017;
28 as well as business representations to investors including, on information and belief, Softbank.

1 77. Prior to Sadeghi’s signing the contract with Pinscreen, Li had further
2 misrepresented Pinscreen’s technical capabilities. For example, on December 26, 2016, Li claimed
3 that Pinscreen has built “a technology that is state of the art,” and on January 19, 2017, that
4 Pinscreen has “high quality hair.” (Exhibits C2, C3)

5 78. Shortly after Sadeghi joined the company, Li contradicted his prior claims on
6 multiple occasions. For instance, on March 1, 2017, Li evaluated various components of
7 Pinscreen’s technology, including the hair component as “shit” or “complete crap,” and on March
8 13, 2017, Li stated that, the “avatar hair reconstruction is shit.” In practice, the quality of
9 Pinscreen’s hair reconstruction (i.e. hair shape estimation) was poor enough that Pinscreen
10 repeatedly resorted to fabricating it. Additionally, Pinscreen’s hair rendering (i.e. hair appearance),
11 before Sadeghi’s contributions, was far from “high quality,” as confirmed by SIGGRAPH
12 conference reviewers, and was referred to as “primitive” in Pinscreen’s own statement. (Exhibits
13 C4, C5, D1, D2, D3)

14 79. Li also deceived Sadeghi by intentionally concealing that Li and Pinscreen were
15 involved in data fabrication, academic misconduct, labor law violations, immigration law
16 violations, and unlawful practices that Sadeghi learned about only after resigning from Google and
17 joining Pinscreen.

18 80. On January 23, 2017, after reasonably relying on Li’s representations, and after
19 months of negotiation, Sadeghi accepted an offer from Pinscreen and signed the contract to join
20 the company as its VP of Engineering. Sadeghi sent out his resignation letter to Google, on
21 January 25, 2017, and a sentimental farewell letter to his colleagues at Google, on January 26,
22 2017, and stated that his last day at Google would be on February 1, 2017. Sadeghi began working
23 for Pinscreen the next day on February 2, 2017, per Li’s request to have Sadeghi on board for a
24 Public Relations (“PR”) event. (Exhibits B11, G)

25 81. Sadeghi would not have resigned from Google to join Pinscreen if Li had not
26 misrepresented and concealed Pinscreen’s data fabrication and academic misconduct from
27 Sadeghi.

28 82. Sadeghi would not have resigned from Google to join Pinscreen if Li had not

1 concealed Pinscreen’s labor law violations and immigration law violations from Sadeghi.

2 83. Sadeghi was damaged by being fraudulently induced to give up his employment at
3 Google which income and benefits were unsubstituted once Sadeghi was retaliated against and
4 wrongfully terminated from Pinscreen.

5 84. Sadeghi’s reliance on Li’s representation was a substantial factor in causing him
6 damage.

7 85. A strong justification for Sadeghi’s reasonable reliance on Li’s misrepresentations
8 was that Li, on information and belief, was and is an assistant professor at USC. Li’s claims to
9 have automated that which he had merely fabricated means that Li has committed academic
10 misconduct which, if discovered, could be subject to draconian punishment.

11 **Sadeghi’s Contributions**

12 **Hair Appearance**

13 86. During his employment at Pinscreen, Sadeghi significantly improved the quality of
14 Pinscreen’s avatars and digital hair appearance (i.e. hair rendering, or hair shading) from “below
15 the SIGGRAPH standard” to well above.

16 87. Pinscreen’s submission to SIGGRAPH Technical Papers, on January 16, 2017,
17 prior to Sadeghi’s employment, was rejected. One of the reasons for the rejection, given by the
18 conference reviewers, was the poor quality of Pinscreen’s avatars. One of the conference
19 reviewers stated that the quality of Pinscreen avatars were “below the SIGGRAPH standard,” that
20 “a lot of disturbing artifacts (e.g. in regions around the silhouette) can be observed in almost all
21 hair models” and that they “seriously doubt if the quality is good enough for games or VR [Virtual
22 Reality] applications.” (Exhibit D1)

23 88. For the SIGGRAPH Asia Technical Papers submission, on May 23, 2017, Sadeghi
24 implemented a variation of his published hair appearance framework which significantly improved
25 the quality of Pinscreen’s avatars. This submission was consequently accepted. The quality
26 improvement in the submission was so significant that the conference reviewers asked Pinscreen
27 for an explanation on “why the quality is so improved comparing [*sic*] with previous submission”?
28 Pinscreen’s official response stated that “in this submission, hair shading has been significantly

1 improved using a variant of Sadeghi 2010 (used in Disney’s Tangled) and [...]” (Exhibit D2)

2 89. The following diagram compares the quality of Pinscreen’s avatars before and after
3 Sadeghi’s contributions to Pinscreen’s digital hair appearance: (Exhibit D3)

4 *Before*
5 Sadeghi’s Contributions to
6 Pinscreen’s Hair Appearance



16
17 Pinscreen’s Submission to
18 SIGGRAPH on January 16, 2017
19 *[Rejected]*

4 *After*
5 Sadeghi’s Contributions to
6 Pinscreen’s Hair Appearance



16
17 Pinscreen’s Submission to
18 SIGGRAPH Asia on May 23, 2017
19 *[Accepted]*

20 **Hair Shape**

21 90. Sadeghi also innovated an approach to use Deep Convolutional Neural Networks
22 and Artificial Intelligence (“AI”) to obtain *Semantic Constraints* for the hair (e.g. hair length, hair
23 curliness, etc.) from the input image in order to enhance the accuracy of the automatically
24 estimated hair shapes. (Exhibit D4)

25 91. In preparation for Pinscreen’s SIGGRAPH Asia 2017 publication, on April 18,
26 2017, Saito, who later became a first author of the publication, told Li, through Skype messages,
27 that Sadeghi’s approach for “Semantic Constraints could add biggest contribution” to the
28 publication. Li also considered Sadeghi’s approach to be a competitive edge and stated “we need

1 to make sure that people cannot easily implement it.” (Exhibit D5)

2 **Infrastructure**

3 92. Sadeghi improved Pinscreen’s core infrastructure through his contributions to its
4 System Architecture, Software Code Health, Software Codebase Structure, System Security, User
5 Interface/User Experience, and Mobile Apps Framework. (Exhibits D6, D7, D8, D9, D10, D11)

6 93. Sadeghi created the most comprehensive product description and roadmap for, on
7 information and belief, Pinscreen’s main product at the time, *Pinmojis*. Pinmoji, which stands for
8 Pinscreen *Emoji*, is a term Sadeghi coined and popularized within the company. (Exhibit D12)

9 **Leadership**

10 94. Sadeghi supervised individual employees, coordinated multiple teams, and planned
11 product launches and deliverables for Pinscreen. Sadeghi’s direct reports included Pinscreen’s
12 CTO, Fursund. (Exhibits D13, D14, D15, D16)

13 95. During Sadeghi’s meeting with Li, on March 9, 2017, Li stated that Sadeghi was
14 “one of the most important hires for Pinscreen,” that Sadeghi “brought structure and energy to the
15 team” and that Li “couldn’t be happier” with Sadeghi’s employment.

16 96. Additionally, Sadeghi provided assistance and guidance to other Pinscreen
17 employees. For example, the day before his personal anniversary vacation, Sadeghi worked an 18-
18 hour shift, alongside Nagano, to investigate an issue with computation of lights described by
19 *Spherical Harmonics* (“SH”). In order to make sure that the issue was resolved, Sadeghi worked
20 overnight until after sunrise the next morning, on July 14, 2017, which enabled Pinscreen to
21 demonstrate dynamic lighting during its SIGGRAPH 2017 RTL demo. (Exhibit D17)

22 **Li’s and Pinscreen’s Data Fabrication and Academic Misconduct**

23 97. After joining Pinscreen, Sadeghi gradually realized that Li, although an assistant
24 professor, disrespected academics and was involved in data fabrication and various academic
25 misconduct. (Exhibit E1)

26 98. [February 4, 2017] Li: “Just a bunch of academic losers [sic] 😊”



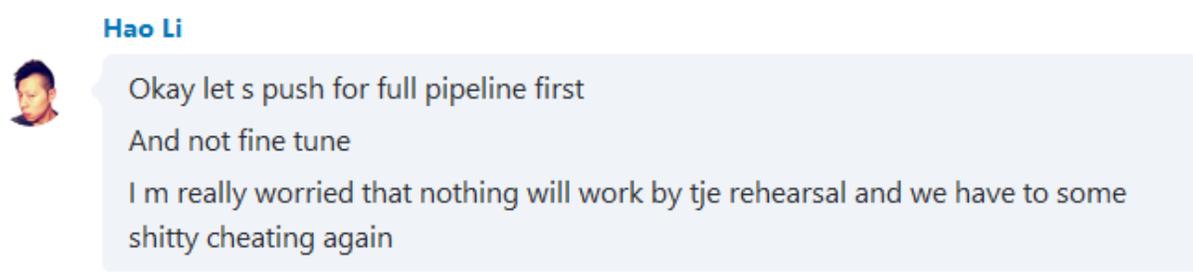
27 **Hao Li**

28 just a bunch of academic losers 😊

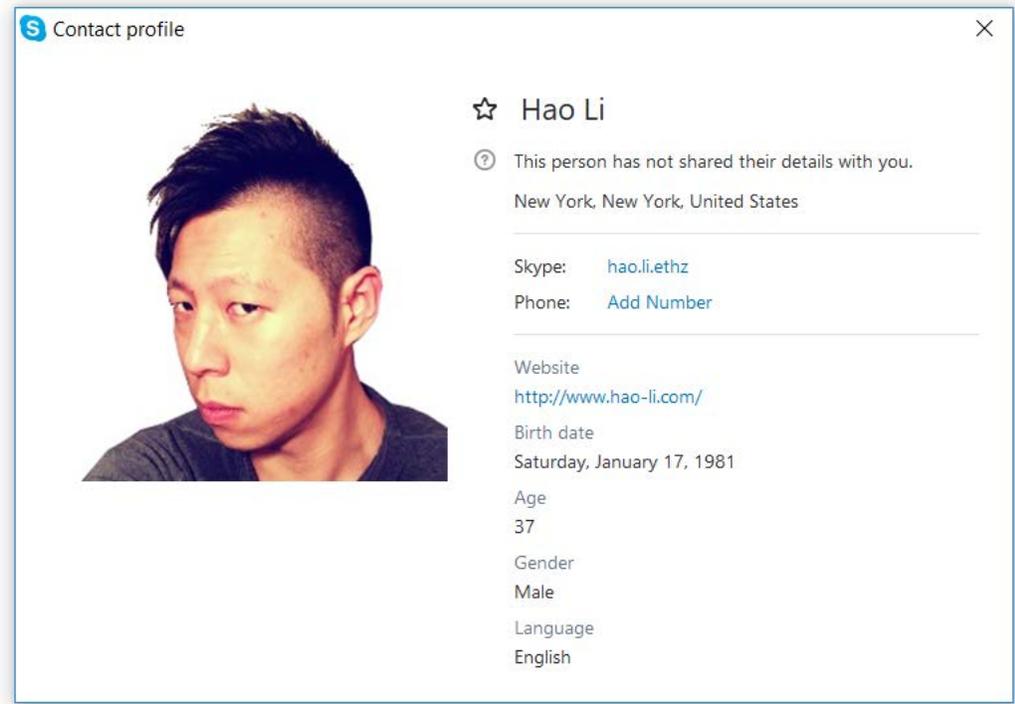
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2 99. Li would embellish Pinscreen’s technical capabilities in scientific research
3 submissions and then use deadline pressure to overwork the employees to achieve his inflated
4 claims, and if the employees eventually failed, he would order them to fake the deliverables.

5 100. Li discussed ways to “tweak data to get the results we want” and referred to data
6 fabrication as “faking things,” “cheating,” “shitty cheating,” and “doing it manually.” Li mandated
7 data fabrication by stating that he “doesn’t think we can make it automatic,” that “we probably
8 have no choice but to cheat,” and that he thinks “it’s the only way.” (Exhibits E2, E3, E4, E5, E6,
9 E7, E8)

10 101. [June 29, 2017] Li: “I’m really worried that nothing will work by tje [sic] rehearsal
11 and we have to [sic] some shitty cheating again.”



17 102. Li’s Skype profile with Skype ID “hao.li.ethz”:



1 103. Li's data fabrication and academic misconduct was a deception of the public, fraud
2 on company's actual and potential investors, violation of the universally accepted scientific code
3 of conduct, and a betrayal to academics. On information and belief, these fabrications have
4 resulted in scientific publications, technical demos and news articles, which have given Pinscreen
5 an advantage in the competitive market by attracting millions of investor dollars to the company
6 and away from its competitors. (Exhibit E9)

7 104. On information and belief, Pinscreen employees considered Li a role model when it
8 came to conducting scientific research, including the ethics of it. These employees knew about and
9 aided and abetted Li in misrepresenting Pinscreen's avatar generation results.

10 105. Under Li's leadership, Pinscreen intentionally misrepresented manually prepared
11 data as automatically generated in various scientific and business presentations. This dishonest
12 practice is universally recognized by academic ethics codes as data fabrication and data
13 falsification, which are also universally condemned as academic misconduct. Data fabrication and
14 data falsification are classified as "Research Misconduct," and instances of "Scientific
15 Misconduct," by USC's official policy and are in violation of ACM's "Code of Ethics and
16 Professional Conduct." (Exhibit E41)

17 106. Pinscreen misrepresented manually prepared data as automatically generated in its
18 SIGGRAPH Real-Time Live ("RTL") submission on April 4, 2017.

19 107. Pinscreen misrepresented manually prepared data as automatically generated in its
20 SIGGRAPH Asia Technical Papers submission on May 23, 2017.

21 108. Pinscreen misrepresented manually prepared data as automatically generated in its
22 SIGGRAPH RTL public demo on August 1, 2017.

23 109. Pinscreen misrepresented pre-cached avatars as real-time and brand-new from the
24 webcam in its SIGGRAPH RTL public demo on August 1, 2017.

25 110. Pinscreen misrepresented the speed of its avatar generation of around a minute and
26 half as around 5 seconds in its SIGGRAPH RTL public demo on August 1, 2017.

27 111. Pinscreen misrepresented manually prepared data as automatically generated in its
28 representations to the investment firm Softbank.

1 **SIGGRAPH 2017 Technical Papers Submission**

2 112. Shortly after joining Pinscreen, Sadeghi realized that under Li’s leadership,
3 Pinscreen included fabricated and falsified results in their SIGGRAPH Technical Papers
4 submission, submitted on January 16, 2017, prior to Sadeghi’s employment. In that scientific
5 research submission, among other misrepresentations, Pinscreen had misrepresented manually
6 prepared hair shapes as automatically generated. This submission was eventually rejected and later
7 re-submitted to SIGGRAPH Asia 2017 Technical Papers.

8 113. When Sadeghi questioned Li about these misrepresentations, for instance on March
9 9, 2017, Li claimed that they were “not important” because the submissions were “not public.” Li
10 stated that Pinscreen had been practicing the strategy of “Fake it ‘til you make it” and declared
11 that “it has been working great.” Li claimed that should Pinscreen’s fabricated submissions be
12 accepted, Pinscreen would have sufficient time to actually develop the claims before publication.
13 Li claimed that it was crucial to the success of Pinscreen to get into these conferences for industry
14 exposure. Li stated that scientific publications and technical presentations would result in media
15 coverage by technology news outlets, such as TechCrunch, and will substantially “increase the
16 valuation of the company.” Li later claimed similar statements, writing “TechCrunch coverage
17 should be our target.” (Exhibit E10)

18 114. [May 22, 2017] Li: “TechCrunch coverage should be our target”



20 techcrunch coverage should be our target

21 **SIGGRAPH 2017 Real-Time Live Submission**

22 115. In preparation for SIGGRAPH RTL submission, due on April 4, 2017, Li wrote on
23 multiple team threads, on March 27, 2017, that “the issue is that we don’t have time,” and that
24 “even if we fake things there is no time,” and that for the hair reconstruction (i.e. hair shape
25 estimation) “we probably have no choice but to cheat.” (Exhibits E3, E7)

26 116. [March 27, 2017] Li: “Even if we fake things there is no time”

27 117. [March 27, 2017] Li: “The reconstruction part we probably have no choice but to
28 cheat”

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Hao Li



but what i m saying is that we should colelc it, then we know something
the issue is that we don't have time

[...]

if we don't parallelize it, there is no way we can make it
even if we fake things there is no time

[...]

but we should try to have some hair if we want to try to aim for it
the reconstruction part we probably have no choice but to cheat

118. Among other misrepresentations in the submission, on information and belief, Li commissioned a freelance artist, located in Germany, named Leszek, to manually prepare the hair shapes for all avatars presented in the submission. On March 30, 2017, Li stated that it would take “3 hours” for an artist to create a hair shape and the cost would be “100 Euros.” Pinscreen misrepresented these hair shapes as automatically generated, when in fact they were created through this lengthy and expensive manual process. (Exhibit E11)

Fabricated Avatars
with Manually Prepared Hair Shapes by Leszek
Submitted by Pinscreen to SIGGRAPH RTL on April 4, 2017



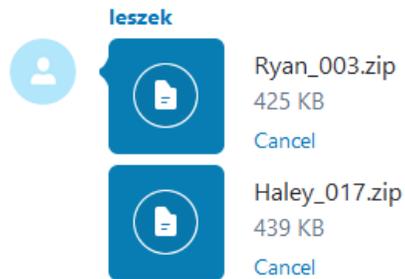
Ryan Gosling



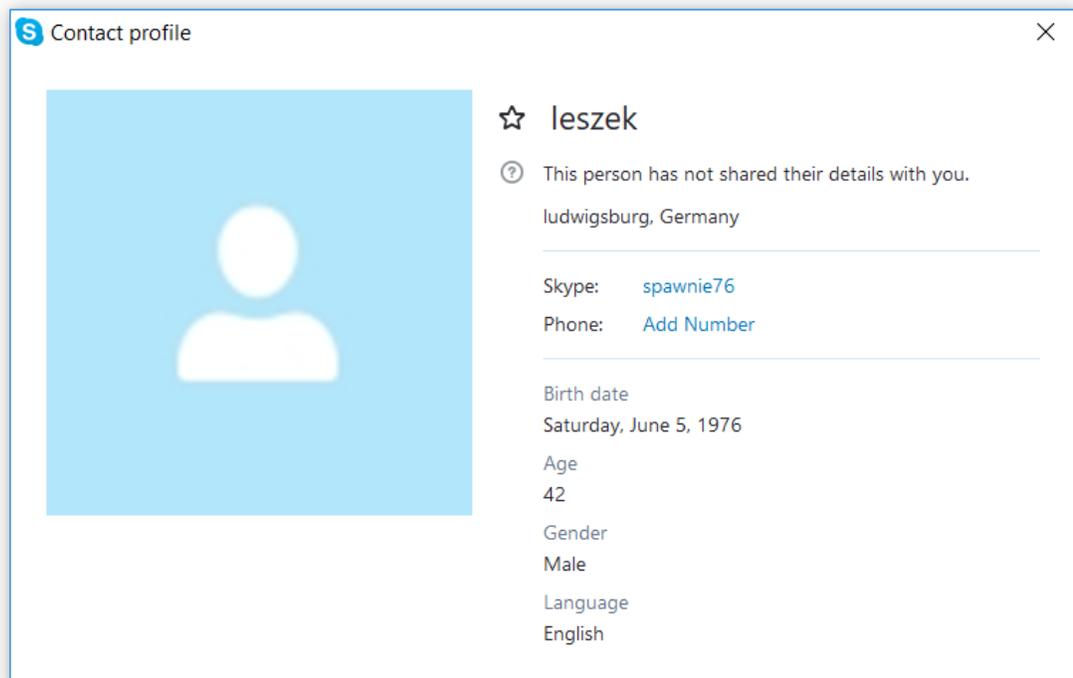
Haley Dunphy



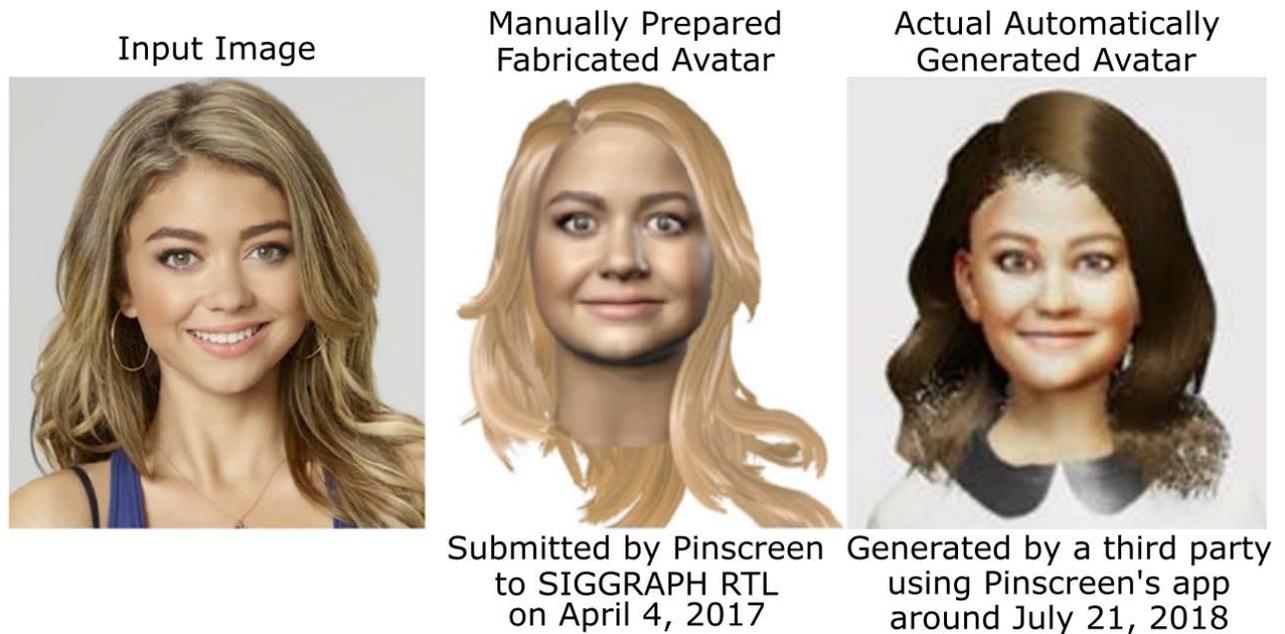
1 119. On April 18, 2017, Leszek shared his manually prepared hair shapes for Ryan
2 Gosling's and Hailey Dunphy's avatars with Sadeghi: (Exhibit E11)



8 120. Leszek's Skype profile with Skype ID "spawnie76":



21 121. Pinscreen's technology has been and still is, nearly a year and a half after the
22 submission, incapable of automatically generating hair shapes with intricacies demonstrated in
23 Leszek's hand-made hair shape for Hailey Dunphy's avatar. (Exhibit K2)



12 122. In the submission, Li also misrepresented Pinscreen’s speed of avatar generation as
 13 “seconds,” which is a speed that Pinscreen was still unable to achieve nearly four months later, for
 14 its SIGGRAPH RTL public demo, on August 1, 2017, where the true speed of avatar generation
 15 was around a minute and a half. (Exhibits E12, E27)

16 123. On April 4, 2017, Pinscreen, under Li’s leadership, submitted fabricated avatars
 17 with manually prepared hair shapes created by Leszek to SIGGRAPH RTL.

18 124. Pinscreen’s submission to SIGGRAPH 2017 RTL; titled “Pinscreen: Creating
 19 Performance-Driven Avatars in Seconds”; co-authored by Li, Saito, Wei, Sadeghi, Hu, Seo,
 20 Nagano, Fursund, Yen-Chun Chen, and Stephen Chen; containing fabricated avatars with
 21 manually prepared hair shapes; published on ACM Digital Library:

22 125. <https://dl.acm.org/citation.cfm?id=3107546>

23 **SIGGRAPH Asia 2017 Technical Papers Submission**

24 126. Pinscreen revised its previously rejected submission to SIGGRAPH 2017 Technical
 25 Papers and resubmitted it to SIGGRAPH Asia Technical Papers, on May 23, 2017.

26 127. For the resubmission, Pinscreen was asked to present 100 avatars for 100 input
 27 images. (Exhibit E13)

28 128. Li commissioned artists to manually prepare hair shapes for the requested avatars

1 and misrepresented them in the submission as automatically generated.

2 129. Li stated, on April 18, 2017, “then I have an artist create 100 hairs ahahaha,” and
3 on May 17, 2017, “basically, I need to create 3D hair models for 100 people or get 3D modelers to
4 do it.” (Exhibits E14, E15)

5 130. [April 18, 2017] Li: “Then I have an artist create all 100 hairs”

6 131. [April 18, 2017] Li: “Ahahaha”

7 132. [May 17, 2017] Li: “So basically I need to create 3D hair models for 100 people”

8 133. [May 17, 2017] Li: “Or get 3D modelers to do it”

9 **Hao Li**



10 then we can aim for that too, so the others can focus on hair
11 so maybe it woud be good to select 100 faces and we have similar hairstyles
12 that correspond to our selection thing
13 then i have an artist create all 100 hairs
14 ahahaha

14 [...]



15 so basically i need to create 3D hair models for 100 people
16 or get 3D modelers to do it

17
18 134. Pinscreen also fabricated the process of estimating the eye color in the submission.
19 On May 18, 2017, five days before the submission deadline, Li stated that Pinscreen’s eye color
20 estimation was “total shit,” “completely random” and ordered Pinscreen employees to “manually
21 fix all the eye colors” for the avatars. Pinscreen then fraudulently claimed in the publication that
22 “several key components, such as [...] eye color recognition, are only possible due to recent
23 advances in deep learning.” (Exhibits E6, E16, E17, E18, E19, E20)

24 135. [May 15, 2017] Li: “Our eyes are wrong”

25 136. [May 15, 2017] Li: “The colors”

26 137. [May 15, 2017] Li: “We need to use a Deep Neural Net for that”

27 138. [May 15, 2017] Li: “Or we just do it manually for SIGGRAPH Asia for now”

28 139. [May 15, 2017] Li: “Let s [*sic*] do it manually for now”

1 140. [May 15, 2017] Li: “I think it s [sic] the only way”

2 **Hao Li**



3 our eyes are wrong
4 the colors
5 we need to use a deep neural net for that

[...]



6 or we just do it manually for siggraph asia for now

[...]



8 let s do it manually for now
9 i think it s the only way

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11 141. [May 18, 2017] Li: “The eye color is total shit”

12 142. [May 18, 2017] Li: “It s [sic] completely random”

13 143. [May 18, 2017] Li: “I would say let s [sic] do them manually for now”

14 144. [May 18, 2017] Li: “Okay so I m [sic] generating all the avatars”

15 145. [May 18, 2017] Li: “We need someone to manually fix all the eye colors”

16

Hao Li



17 the eye color is total shit
18 it s completely random

[...]



20 i would say medium priority
21 i would say let s do them manually for now

[...]



23 okay so i m generating all the avatars
24 we need someone to manually fix all the eye colors

25 146. In addition, Pinscreen fabricated the process of estimating the hair color in the
26 submission. On May 18, 2017, five days before the submission deadline, Li stated, “we also have
27 nothing that can guess hair color.” Subsequently, Pinscreen’s CTO, Fursund, was assigned the task
28 to “manually pick up hair color” for the avatars. Pinscreen then fraudulently stated in the

1 submission that “the eye color texture is computed using a similar convolutional neural network
2 [...] as the one used for hair color classification.” (Exhibits E18, E21, E22)

3 147. Pinscreen misrepresented other manually prepared data as automatically generated
4 in its submission including, on information and belief, the “focal length” estimation, a sub
5 component of face shape estimation, and “hair segmentation,” a sub component of hair shape
6 estimation. (Exhibits E19, E21)

7 148. [May 19, 2017] Hu: “Anther [sic] thing missing is the hair segmentation”

8 149. [May 19, 2017] Hu: “Now the current automatic segmentation results are not
9 always very good”

10 150. [May 19, 2017] Hu: “So I think we need [sic] manually refine them”

11 **Liwen Hu**



12 another thing missing is the hair segmentation

13 [...]



14 now the current automatic segmentation results are not always very good
15 so i think we need manually refine them

16 151. On May 22, 2017, one day before the submission deadline, Li ordered the team, on
17 “PinscreenTeamAll” Skype thread, including Saito, Nagano, Wei, Yen-Chun Chen, Hu, Fursund,
18 Sun, Kung, Seo, Yu, Xiang, Stephen Chen, Zhou, and Sadeghi to fabricate the *Hair Polystrip*
19 *Patch Optimization* process stating “we spent 1 day on it,” that is a lot, and that “if in an hour it’s
20 not working, let’s do it manually and give up on it. I don’t think we can make it automatic.”
21 (Exhibit E8)

22 152. [May 22, 2017] Saito: “Is the patch optimization working now?”

23 153. [May 22, 2017] Nagano: “There are several issues in error computation and we are
24 testing a new approach”

25 154. [May 22, 2017] Yen-Chun Chen: “@Hao Li asking @Koki Nagano Liwen [Hu]
26 does the thing work?”

27 155. [May 22, 2017] Hu: “There is another bug”

28 156. [May 22, 2017] Li: “>_<”

- 1 157. [May 22, 2017] Li: “Will you guys have it in an hour?”
- 2 158. [May 22, 2017] Li: “We spent 1 day on it. that s a o;t [sic]”
- 3 159. [May 22, 2017] Li: “lot”
- 4 160. [May 22, 2017] Nagano: “The gamma or something is only off for dark values”
- 5 161. [May 22, 2017] Li: “What s [sic] the current ETA?”
- 6 162. [May 22, 2017] Li: “I need it to see if we shoudn’t [sic] do something else?”
- 7 163. [May 22, 2017] Li: “We are late by 6 hours”
- 8 164. [May 22, 2017] Li: “We almost don’t hzve [sic] time to produce results and write
- 9 the paper”
- 10 165. [May 22, 2017] Li: “If in an hour it s [sic] not working let s [sic] do it manually
- 11 166. [May 22, 2017] Li: “And give up on it”
- 12 167. [May 22, 2017] Li: “I don’t think we can make it automatic”



☆ PinscreenTeamAll

14 participants | <https://join.skype.com/L4luq1aWUhl2>



- 16 carrie sun Cosimo Wei Frances Chen Han-Wei Kung Hao Li
- 17 Jaewoo Seo Jens Fursund Koki Nagano Liwen Hu Ronald Yu
- 18 Shunsuke Saito Sitao Xiang Stephen Chen Yi Zhou

19 I was going to ask

20 if we have hairs we are god Monday, May 22, 2017

21 **Shunsuke Saito**



22 is the patch optimization working now?

1:22 PM

23 **Koki Nagano**



24 there are several issues in error computation and we are testing a new approach

1:23 PM

25 [...]

26 **Frances Chen**



27 @Hao Li asking @Koki Nagano liwen does the thing work?

1:53 PM

28 [...]

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Liwen Hu
 there is another bug 2:10 PM

Hao Li
 >_< 2:10 PM

[...]

Hao Li
 will you guys have it in an hour?
 we spent 1 day on it. that s a o;t
 lot 2:15 PM

Koki Nagano
 the gamma or something is only off for dark values 2:15 PM

Hao Li
 what s the current ETA? 2:18 PM
 i need it to see if we shoudn't do something else?
 we are late by 6 hours
 we almost don't hzve time to produce results and write the paper
 if in an hour it s not working let s do it manually
 and give up on it
 i don't think we can make it automatic

168. On May 23, 2017, Sadeghi confronted Li regarding the data fabrication and academic misconduct committed in Pinscreen’s SIGGRAPH Asia 2017 Technical Papers submission. Li stated that he wanted “Pinscreen to be the first” in research and the industry. Li claimed that by the time of the conference, in November of 2017, Pinscreen would have had a public product launch and would have achieved Li’s embellished claims in the submission. Sadeghi asked Li, “what if for unforeseeable reasons we don’t have everything by then?” Li promised Sadeghi that Pinscreen’s data fabrication would be limited to nonpublic representations and never shown in public and stated:

169. [May 23, 2017] Li: “We won’t present something we don’t have”

170. On May 23, 2017, Pinscreen, under Li’s leadership, submitted fabricated avatars with manually prepared eye colors, hair colors, and hair shapes to SIGGRAPH Asia.

1 171. Pinscreen’s SIGGRAPH Asia 2017 Technical Paper; titled “Avatar Digitization
2 from a Single Image for Real-Time Rendering”; co-authored by Hu, Saito, Wei, Nagano, Seo,
3 Fursund, Sadeghi, Sun, Yen-Chun Chen, and Li; containing fabricated avatars with manually
4 prepared eye colors, hair colors and hair shapes; published on ACM Digital Library:

5 172. <https://dl.acm.org/citation.cfm?id=31310887>

6 173. After the filing of the complaint, the Los Angeles Times reported, on June 20,
7 2018, that Li told its reporter, on a phone interview, that Pinscreen’s app is “proof that Pinscreen’s
8 technology works.” However, third parties have produced evidence that Li’s proof is inadequate
9 since Pinscreen’s app produces inferior results compared to Pinscreen’s representations. The
10 following figure compares one of Pinscreen’s fabricated avatars with manually prepared eye color,
11 hair color, and hair shape in the submission (middle) to Pinscreen’s actual automatically generated
12 avatar produced by a third party more than a year after the submission using Pinscreen’s app
13 (right). Pinscreen’s actual automatically generated hair shape, hair color, eye color and overall
14 avatar is inferior to its prior fabricated representations. (Exhibits K1, K2)



1 **SIGGRAPH 2017 Real-Time Live Public Demo**

2 174. Li considered SIGGRAPH Real-Time Live (“RTL”) as the “best event at
3 SIGGRAPH,” “the hardest thing to get in,” and “the only show that matters at SIGGRAPH.” Li
4 claimed that RTL gets “much more visibility than papers” and emphasized that “there will be
5 TechCrunch at SIGGRAPH RTL.” (Exhibits E10, E23)

6 175. However, as Pinscreen approached the RTL public presentation date of August 1,
7 2017, on information and belief, Li realized that Pinscreen would not be able to deliver on Li’s
8 inflated claims put forth in the submission, months earlier on April 4, 2017, despite Pinscreen
9 employees’ long hours and hard work. Li stated, on June 29, 2017, that he was “really worried that
10 nothing would work” by the RTL rehearsal and that Pinscreen would have to do “some shitty
11 cheating again.” (Exhibit E5)

12 176. The title that Li had chosen for the RTL demo, months earlier on April 4, 2017,
13 was “Pinscreen: Creating Performance-Driven Avatars in Seconds.” In reality, however,
14 Pinscreen’s avatar generation would take around a minute and half to execute which was, on
15 information and belief, comparable to the performance of competitors such as Loom.ai. (Exhibits
16 E12, E24, E27)

17 177. Additionally, the accuracy of Pinscreen’s hair shape estimation was far from Li’s
18 inflated claims in Pinscreen’s RTL submission, since each purportedly automatic hair shape had
19 been manually prepared by the freelance artist Leszek.

20 178. The allocated time for Pinscreen’s RTL demo was 6 minutes, and Li planned to
21 show multiple avatar generations within 2 minutes. Sadeghi suggested that “if we don’t generate a
22 brand-new avatar,” the avatar can be *cached*. Pre-caching results, i.e., computing them beforehand
23 and storing them for quick access, is a common custom and practice while presenting technical
24 demos with limited time. However, scientific ethics require that the fact that an element is pre-
25 cached should always be disclosed. (Exhibit E25)

26 179. While Sadeghi was away on vacation, Li decided to misrepresent pre-cached
27 avatars as real-time during Pinscreen’s public demo at SIGGRAPH Real-Time Live, on August 1,
28 2017, to an audience of thousands. In Sadeghi’s absence, Li revealed his intention to deceive the

1 RTL audience, in writing, on July 20, 2017, when he proposed on “PinscreenTeamAll” Skype
2 thread that Pinscreen would “give the people the feeling the avatar is not pre-built” and that “we
3 should give them a sense that it is computing.” In reality, the avatars were pre-built and pre-
4 computed. Li’s decision to fabricate data in a public presentation was in violation of the law and
5 his promise to Sadeghi. (Exhibit E26)

6 180. [July 20, 2017] Sun: “Plus with many images, if we fake the loading time, it can
7 add up”

8 181. [July 20, 2017] Li: “I think file load is reasonable because it give [*sic*] the people
9 the feeling the avatar is not pre-built”

10 182. [July 20, 2017] Li: “We should give them a sense that it is computing”

11 183. [July 20, 2017] Li: “If it s [*sic*] just loaded it s [*sic*] not impressive”

12 **carrie sun**



13 in that case is it necessary to have the file upload UI? maybe just
14 load the whole app wiht the thumbnails at the bottom?
15 plus with many images, if we fake the loading time, it can add up

16 **Hao Li**



17 i think file load is reasonable because it give the people the
18 feeling the avatar is not pre-built
19 we should give them a sense that it is computing
20 if it s just loaded it s not impressive

21 184. On July 22, 2017, upon returning from his anniversary vacation, Sadeghi met other
22 Pinscreen employees at a scientific conference in Hawaii. Sadeghi tested Pinscreen’s avatar
23 generation and reported on “PinscreenTeamAll” Skype thread that it took around a minute and
24 half. Sadeghi’s report also indicated that the automatically estimated hair shape was not accurate
25 and represented a different hairstyle. (Exhibit E27)

26 185. [July 22, 2017] Sadeghi: “The creation took ~90 seconds.”

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Saturday, July 22, 2017



The creation took ~90 seconds.

186. Sadeghi's Skype profile with Skype ID "iman.sadeghi":

Contact profile

☆ Iman Sadeghi

✓ Online

Los Angeles, California, United States

Skype: iman.sadeghi

Phone: Add Number

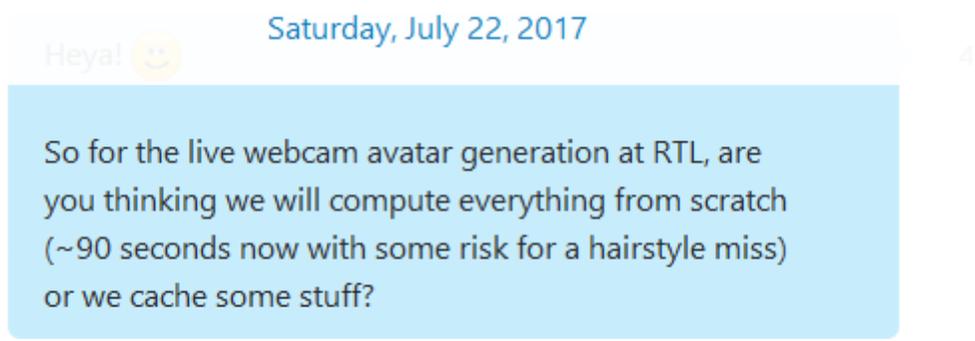
Website
<http://www.sadeghi.com>

Language
English

187. Shortly after, Sadeghi messaged Li to clarify Li's plan to present a brand-new avatar generation from the webcam at the RTL demo. Sadeghi informed Li that the speed of avatar

1 generation was around a minute and half and that there was “some risk for a hairstyle miss”
2 meaning inaccurate hair shape estimation. Li did not respond to Sadeghi’s message: (Exhibit E28)

3 188. [July 22, 2017] Sadeghi: “So for the live webcam avatar generation at RTL, are you
4 [Li] thinking we will compute everything from scratch (~90 seconds now with some risk for a
5 hairstyle miss) or we cache some stuff?”



11
12 Monday, July 24, 2017

13 189. Later that evening, on July 22, 2017, Sadeghi met with Li who disclosed his plan to
14 fabricate the webcam avatar generation and its speed by misrepresenting pre-cached manually
15 prepared avatars as brand-new, automatic, and real-time. Sadeghi confronted Li and stated that
16 Pinscreen should be truthful to the public and scientific community, that Li’s data fabrication
17 could be considered “investment fraud,” and that everyone’s “academic reputation” at Pinscreen
18 was at stake.

19 190. Li dismissed Sadeghi’s objections and claimed that the actual speed of Pinscreen’s
20 avatar generation was “too slow,” and that it “won't be impressive,” and therefore Pinscreen could
21 not present it. Li stated that one of his goals was to have “Loom.ai and ObEN to stop even trying
22 to compete with us.” Li expressed concerns that Pinscreen’s actual automatic hair shape estimation
23 could have poor quality and would “make us look bad” and claimed that “Loom.ai will laugh at
24 us.” Li later made similar statements to the team until a few days before the RTL demo. (Exhibit
25 E29)

26 191. Li claimed that Pinscreen “didn’t have any other choice at that point,” that the
27 decision was made last week, that it was “final,” and that Sadeghi must follow the plan and focus
28 on finalizing the RTL demo.

1 192. Subsequently, Sadeghi asked Li to promise that moving forward, Pinscreen would
2 stay honest and avoid fabricating its results. Li dismissed Sadeghi’s request and stated, around
3 midnight on July 22, 2017:

4 193. Li: “Let’s talk about this after the RTL demo.”

5 194. Sadeghi reluctantly accepted Li’s proposal and focused on finalizing Pinscreen’s
6 RTL demo.

7 195. On July 24, 2017, Fursund, Pinscreen’s CTO, admitted in writing that Pinscreen
8 was “just using pre-cached avatars” and therefore “it’s important that we know exactly who is
9 using the webcam to generate the avatar”: (Exhibit E30)

10 196. [July 24, 2017] Fursund: “Anyway... It’s important that we know exactly who is
11 using the webcam to generate the avatar”

12 197. [July 24, 2017] Fursund: “Since we’re just using pre-cached avatars”

13 anyway... it's important that we know exactly who is
14 using the webcam to generate the avatar
15 since we're just using pre-cached avatars

16
17 198. Fursund’s Skype profile with Skype ID “alt_er_ego”:



1 199. Li defined tasks such as “creating all avatars, hair models, tweak for perfect hair
2 color” and “hair models/avatars” and assigned them to Sun. Pinscreen presented multiple avatars
3 during its RTL demo including an avatar of the program chair Cristobal Cheng (“Cristobal”). Sun
4 manually prepared the hair shapes for many of the avatars presented at RTL, including for
5 Sadeghi’s, Cristobal’s, Nagano’s, and her own avatar. (Exhibit E31, E38, E39, E40)

6
7 **Fabricated Avatars**
8 **with Manually Prepared Hair Shapes by Carrie Sun**
9 **Demoed by Pinscreen at SIGGRAPH RTL on August 1, 2017**



15 Sadeghi

16 Cristobal

17 Nagano

18 Sun

19 200. On July 25, 2017, 7 days before RTL, Sadeghi gave feedback regarding the hair
20 shapes for Sun’s and Sadeghi’s avatars, which were manually prepared by Sun. Sadeghi wrote to
21 Sun, “you might want to redo the hair for your avatar” and that “around my ears the hair is
22 missing” to which Sun responded “I’ll add the hair around your ears today.” (Exhibits E38, E39)

23 201. [July 25, 2017] Sadeghi: “@Carrie Sun only if you had extra cycles, you might
24 want to redo the hair for your avatar.”

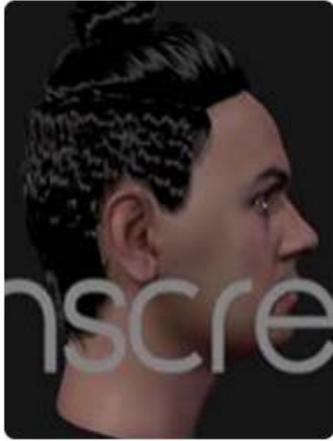
25 @carrie sun only if you had extra free cycles, you might
26 want to redo the hair for your avatar. There are some

27 202. [July 25, 2017] Sadeghi: “Looks like around my ears the hair is missing.”

28 203. [July 26, 2017] Sun: “I’ll add the hair around your ears today”

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Thanks for adding my avatar.
Looks like around my ears the hair is missing.
Due to the transparency



Wednesday, July 26, 2017



i'll add the hair around your ears today

204. On July 26, 2017, 6 days before RTL, Nagano, wrote to Sun, on “PinscreenTeamAll” Skype thread, and requested “for my hair if you can lower it down a bit if it’s not too hard, that would be nice,” and that Nagano doesn’t think his “forehead is that large.” The requested manual modification of the hair shape was done after around 2 days: (Exhibit E31)

205. [July 24, 2017] Sun: “I created a hair for Koki [Nagano]’s avatar”



hey
i created a hair for koki's avatar

206. [July 26, 2017] Nagano: “Oh and for my hair if you [Sun] can lower it down a bit if it's not too hard, that would be nice. (I don;t [sic] think my forehead is that large 😊)”

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carrie sun



oh btw i also fixed my hair - i'll upload the updated mesh
it looks like there are some intersections for your hair too, should
i fix?

Koki Nagano



Thanks! Yeah this video shows the current status of the avatars /
hairs. So anything you can improve in the asset would be great
like the hair intersection

oh and for my hair if you can lower it down a bit if it's not too
hard, that would be nice. (I don;t think my forehead is that large
😊)

207. [July 28, 2017] Sun: “Koki [Nagano]’s new hair (with fewer intersections in the front) is in the Dropbox folder here:”

208. [July 28, 2017] Sun: “https://www.dropbox.com/home/Pinscreen Team Folder/SIG17RTL/AvatarCandidates/AvatarData/Koki_new”

carrie sun



koki's new hair (with fewer intersections in the front) is in the
dropbox folder here:
https://www.dropbox.com/home/Pinscreen%20Team%20Folder/SIG17RTL/AvatarCandidates/AvatarData/Koki_new

209. On July 28, 2017, 4 days before RTL, Sadeghi wrote to Sun, on “PinscreenTeamAll” Skype thread, and requested that she manually add more hair around the ears for Cristobal’s avatar. It took Sun more than 2.5 hours to add the missing hair around Cristobal’s ears. (Exhibit E40)

210. [July 28, 2017] Sadeghi: “I am finalizing the avatars. Cristobal hair around his ears can use some love if you have time @Carrie Sun”

211. [July 28, 2017] Sun: “Do you think we’re going to be showing the sides? haa”

212. [July 28, 2017] Sadeghi: “It shows if I rotate him a tiny bit”

213. [July 28, 2017] Sun: “I will be able to do it 😊”

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Haha so good! 😄

Friday, July 28, 2017

4:01 PM

I am finalizing the avatars. Cristobal hair around his ears can use some more love if you have time @carrie sun Maybe a good practice to show @frances while she is learning from you 😊



4:02 PM

carrie sun



do you think we're going to be showing the sides? haa

4:08 PM



4:08 PM

It shows if I rotate him a tiny bit.

4:09 PM

[...]

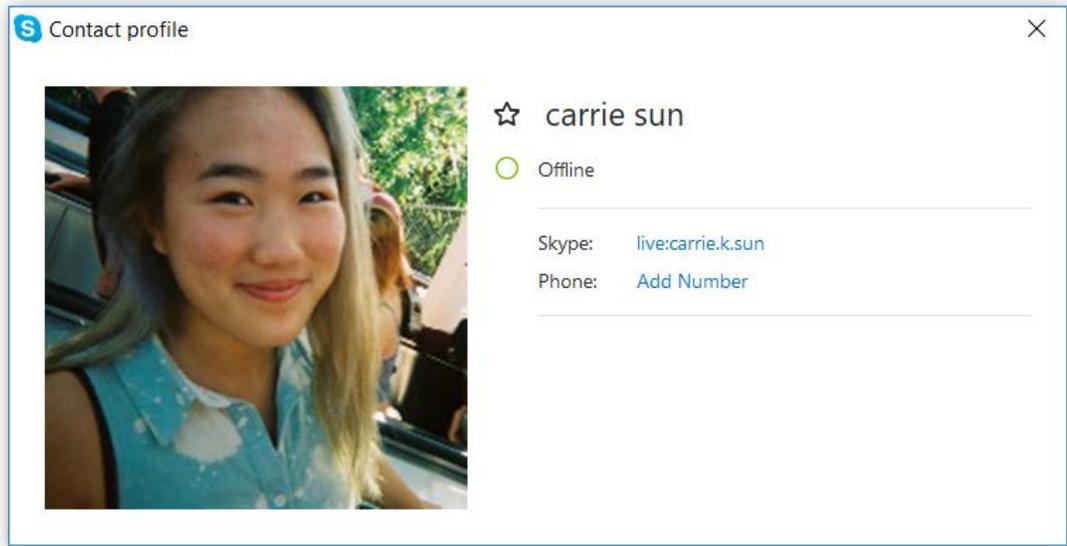
carrie sun



i will be able to do it 😊 just letting frances use the VR a bit

4:31 PM

1 214. Sun’s Skype profile with Skype ID “live:carrie.k.sun”:



11 215. On August 1, 2017, Pinscreen, under Li’s leadership, during its SIGGRAPH RTL
12 public demo in front of thousands of attendees and online viewers, misrepresented manually
13 prepared hair shapes as automatic, pre-cached avatars as brand-new and in real-time, and the speed
14 of its avatar generation of around a minute and half as around 5 seconds.

15 216. Pinscreen’s public demo at SIGGRAPH 2017 RTL, titled “Pinscreen: Creating
16 Performance-Driven Avatars in Seconds” was co-presented by Li, Sadeghi, Nagano, Seo, and Sun
17 and contained fabricated avatars with manually prepared hair shapes. This demo is published on
18 ACM digital library and ACM SIGGRAPH’s YouTube channel:

19 217. https://dl.acm.org/ft_gateway.cfm?id=3107546&ftid=1920365

20 218. https://www.youtube.com/watch?v=hpuEdXn_M0Q&t=31m6s

21 219. After receiving the “Notice of Claim and Litigation Hold” letter from Sadeghi’s
22 counsel, on November 2, 2017, Pinscreen announced inconsistent numbers for its speed of avatar
23 generation compared to what was misrepresented at SIGGRAPH 2017 RTL demo, which was
24 around 5 seconds. For instance, on November 14, 2017, Pinscreen announced that its avatar
25 generation requires around 4 minutes (around 50 seconds in “5X fast forward”) in its “high-
26 quality” setting and that it takes “less than a minute” without the high-quality features. (Exhibit
27 E32)

28 220. Further evidence confirming Pinscreen’s data fabrication at RTL includes Li’s own

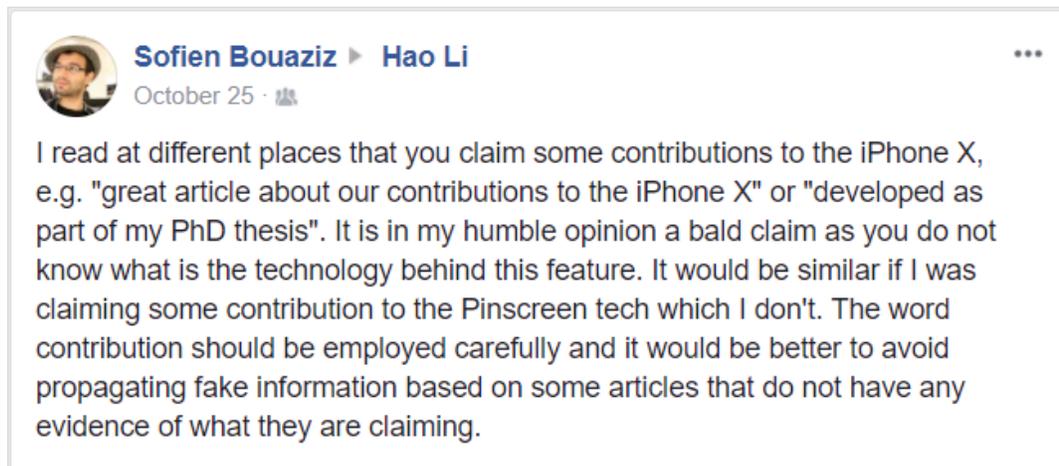
1 **Li's Miscellaneous Data Fabrication and Academic Misconduct**

2 222. Li's academic misconduct included sharing confidential under-review scientific
3 paper submissions from competitor research groups within Pinscreen and suggesting to look for
4 "details that can be used." This exploitation of his position as a reviewer violates established
5 scientific ethics. Sharing papers he was reviewing, for his own commercial gain, is another
6 instance of Li's academic misconduct. (Exhibit E33)

7 223. Li made public claims about having scientific contributions to the *iPhone X* until
8 Dr. Sofien Bouaziz ("Bouaziz"), a research scientist from Apple Inc., the manufacturer of the
9 iPhone X, posted on Li's Facebook on October 25, 2017, suggesting that Li "avoid propagating
10 fake information." Bouaziz informed Sadeghi during the SIGGRAPH 2018 conference (located in
11 Vancouver, BC on August 13, 2018) that Li unfriended and blocked Bouaziz on Facebook after
12 Bouaziz posted on Li's Facebook for a second time regarding Li's repeated misrepresentations of
13 his own contributions to the iPhone X. On information and belief, Li has deleted both Facebook
14 posts by Bouaziz. (Exhibit E34)

15 224. Bouaziz's post on Li's Facebook dated October 25, 2017:

16 225. <https://www.facebook.com/li.hao/posts/10155155647648753>



25 226. Li's data fabrication extended to business representations for investors and venture
26 capitalists ("VCs"), whom Li neither trusted nor respected. For instance, Li misrepresented
27 Pinscreen's technical capabilities to Softbank by falsely representing manually "picked" hair
28 shapes as automatic. The day the investment agreement between the parties was close to being

1 finalized, Li stated on “PinscreenTeamAll” Skype thread: (Exhibits E35, E36, E37)

2 227. [June 17, 2017] Li: “Pinscreen just fucked Softbank”

3 Hao Li



5 wo kao

6 cosimo ah

7 pinscreen just fucked softbank

8 Li’s and Pinscreen’s Labor Law Violations

9 228. Li used deadline pressure to overwork Pinscreen employees and unlawfully refused
10 to pay them overtime. Li repeatedly asked for updates during the nights, weekends, and expected
11 student employees to work on holidays. For instance, on Father’s Day, Sunday, June 18, 2017, Li
12 wrote to Sadeghi and asked “please push the students more, they are getting lazy and only work
13 half of the day.” (Exhibit F1)

14 229. When Sadeghi questioned why there was a work-related event on Sunday, April 16,
15 2017, Li responded on a team thread that we work every day.

16 230. On June 28, 2017, Sadeghi told Li that some of Pinscreen’s non-exempt employees
17 were working an excessive amount of overtime and should be properly compensated. Li dismissed
18 Sadeghi’s proposal, telling him that “the students are used to working this many hours” and that
19 “the employees are salary based and are being paid enough already.”

20 231. Li told Sadeghi, in the same meeting, that “deadlines are a tool to push the students
21 to work more. Without deadlines they won’t work on the weekends and nights.” Li also suggested
22 Sadeghi to push Pinscreen employees to work more “as long as they don’t die from *Karōshi*.”
23 *Karōshi* is a Japanese term literally meaning “overwork death.” Another related Japanese term
24 used by Li was *Salaryman* which refers to employees who “are expected to work long hours,
25 additional overtime, [...] and to value work over all else.” (Exhibits F2, F3)

26 232. While unlawfully refusing to pay overtime, Li posted on his Facebook about
27 overworked Pinscreen employees, who were passed out on couches inside Pinscreen’s office,
28 referring to them as “casualties.” Li referred to Saito, as “Salariman [*sic*]” multiple times. Li also

1 publicly paid tribute to death from overwork on his Facebook, posting “Karoshi! Let me tell you!
2 Sleep is for the weak.” (Exhibits F4, F5, F6)

3 233. Sadeghi dined with Seo and Nagano on July 24, 2017, during a scientific
4 conference in Hawaii. During the dinner, they told Sadeghi about their excessive amount of
5 overtime work without receiving any financial compensation from the company. Seo further stated
6 that he and Nagano “have no life” and that this amount of work “would not be sustainable.” Later,
7 both of the employees confirmed in writing that they had each worked, on average, around 110
8 hours per week for the months of May, June, and July of 2017. Sadeghi promised them he would
9 talk to Li after the SIGGRAPH Real-Time Live demo and try to persuade him to pay overtime and
10 “to make sure we are fair to everyone.” (Exhibits F7, F8)

11 234. [August 6, 2017] Sadeghi: “Hey my man Jaewoo [Seo], what would be your best
12 estimate on the average hours you worked per day/week in the past 3 months and upto RTL? 😊”

13 235. [August 7, 2017] Seo: “I don't know. Maybe around 100-120 hrs/wk? :-[“

14 236. [August 7, 2017] Sadeghi: “Yes that's a lot of hours. Alright cool. Will talk to Hao
15 [Li] today to make sure we are fair to everyone. Especially the full time employees 😊”

16 Hey my man Jaewoo, What would be your best estimate on the average
17 hours you worked per day/week in the past 3 months and upto RTL? 😊

18 Monday, August 07, 2017

19  I don't know. maybe around 100-120 hrs/wk? :-[

20
21 Yes that's a lot of hours. Alright cool. Will talk to Hao today to make sure we
22 are fair to everyone. Especially the full time employees 😊

23 237. Additionally, Li harassed, bullied, and discriminated against a Pinscreen employee
24 who it was generally assumed among employees to suffer from autism-spectrum disorder. Li
25 stated, on June 23, 2017, that the employee “should not be autistic” and that it will be Li’s “new
26 project” to teach him “manners.” Li stated that the employee allegedly “does not have the ability
27 to respond,” does not behave “like an adult,” and that Li feels like he “is talking to a wall” when
28 he is talking to the employee. Li verbally abused the employee and used demeaning language such

1 as “are u [*sic*] fucking shitting me???” and “we are not fucking paying u [*sic*] for that!” when
2 addressing the employee. Sadeghi requested on June 28, 2017 that Li be respectful towards the
3 employee, but Li dismissed Sadeghi’s request, stating that the employee is “used to it” and that the
4 demeaning language was how Li was able to “push them to work more.” (Exhibit F9)

5 238. Furthermore, Li discussed firing Pinscreen’s CTO, Fursund, while he was
6 expecting a newborn. Li claimed that if Li and Sadeghi do not check on Fursund, “he is just doing
7 nothing,” and that “Jens [Fursund] is sick at every deadline we have.” Li stated, “out of a sudden
8 [*sic*] he [Fursund] had a child” and attributed Fursund’s alleged lack of performance to having a
9 baby. On information and belief, Li’s resentment toward Fursund was because Fursund prioritized
10 his family over work during the weekends. Li told Sadeghi that Fursund was a “bad hombre”
11 because “he doesn’t work on the weekends.” Li later claimed, on May 23, 2017, that “Jens
12 [Fursund]’s baby has cost Pinscreen a shit ton of money.” In order to clarify Fursund’s
13 performance, Sadeghi suggested that Li ask Fursund to share detailed progress reports with Li and
14 Sadeghi. Furthermore, Sadeghi suggested that Li “make sure he [Fursund] doesn’t feel
15 micromanaged or disrespected.” (Exhibits F10, F11)

16 239. Pinscreen committed further labor law violations after wrongfully terminating
17 Sadeghi by withholding his business expense reimbursements in violations of California Labor
18 Code § 2802. Pinscreen also phrased the purpose of a check mailed to Sadeghi for late wage
19 payment penalties as a settlement offer “to resolve any wage issues,” in violation of California
20 Labor Code § 203.

21 **Li’s and Pinscreen’s Immigration Law Violations**

22 240. On information and belief, Li was ineligible to work at Pinscreen as its CEO and
23 has performed work for the company illegally because Li did not have a work visa for Pinscreen.
24 On information and belief, Li is not a US Citizen, his permanent residency (i.e. green card)
25 application has been rejected, and he lacks a proper visa to perform any role at Pinscreen. On
26 information and belief, Li has an H-1B visa sponsored by USC, which only allows him to work at
27 the university and not at Pinscreen. In response to Sadeghi’s inquiry about Li’s work authorization
28 and eligibility, Li claimed that he does not need a visa to work for Pinscreen because he is not

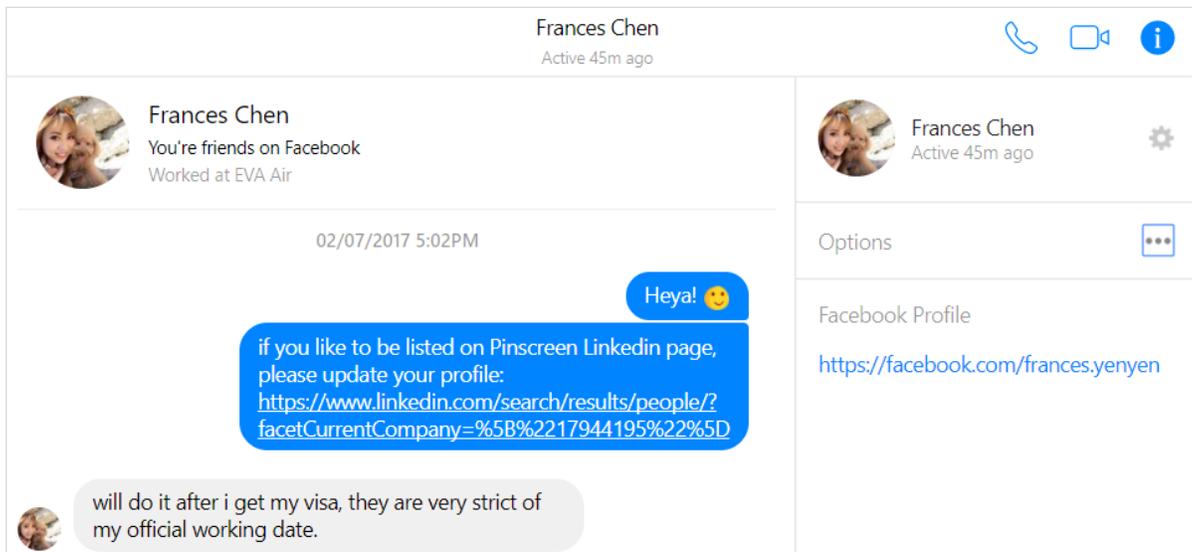
1 receiving any salary from the company. Li's working at Pinscreen without a proper visa would
2 violate the Immigration Reform and Control Act of 1986.

3 241. On information and belief, Li pressured other Pinscreen employees to perform
4 work for Pinscreen illegally including without a work visa, before their work visa's start date or
5 while employed at other companies as summer interns. On information and belief, at least one of
6 Pinscreen's employees illegally performed work for the company without a proper work visa. On
7 information and belief, at least one of Pinscreen's employees illegally performed work for the
8 company before their work visa's start date. On information and belief, at least one of Pinscreen's
9 employees illegally performed work for Pinscreen while hired as a summer intern at another
10 company.

11 242. On information and belief, Pinscreen's CFO, Yen-Chun Chen, illegally performed
12 work for Pinscreen before her work visa's start date. Yen-Chun Chen admitted in Facebook
13 messages to Sadeghi that she did not have a proper work visa to perform work for the company as
14 of February 7, 2017. However, Yen-Chun Chen had performed work for Pinscreen prior to that
15 date, including the paperwork for Sadeghi's hiring processes. (Exhibit F12, F13)

16 243. [February 7, 2017] Sadeghi: "If you like to be listed on Pinscreen LinkedIn page,
17 please update your profile"

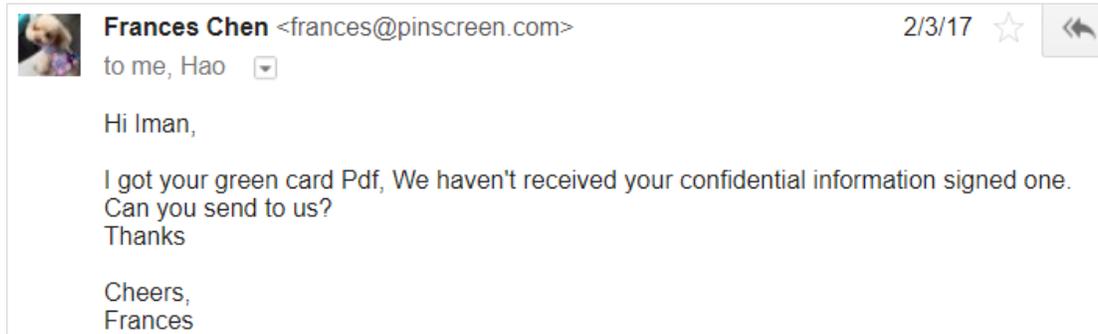
18 244. [February 7, 2017] Yen-Chun Chen: "Will do it after I get my visa, they are very
19 strict of my official working date."



1 245. [February 3, 2017] Yen-Chun Chen: “Hi Iman,”

2 246. [February 3, 2017] Yen-Chun Chen: “I got your green card Pdf, We haven't
3 received your confidential information signed one. [sic]”

4 247. [February 3, 2017] Yen-Chun Chen: “Can you send to us? [sic]”



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11 248. On March 9, 2017, Sadeghi raised concerns about Pinscreen’s immigration law
12 violations and requested that Li consult Pinscreen’s counsel to ensure Pinscreen’s compliance. In
13 response, Li stated that he is “pretty sure that it's OK” and that he will “double check with the
14 lawyers.”

15 249. On June 28, 2017, Sadeghi confronted Li about Pinscreen’s immigration law
16 violations again. Sadeghi then followed up to inquire about the response from company's counsel.
17 Li refused to give a response from Pinscreen’s counsel and told Sadeghi:

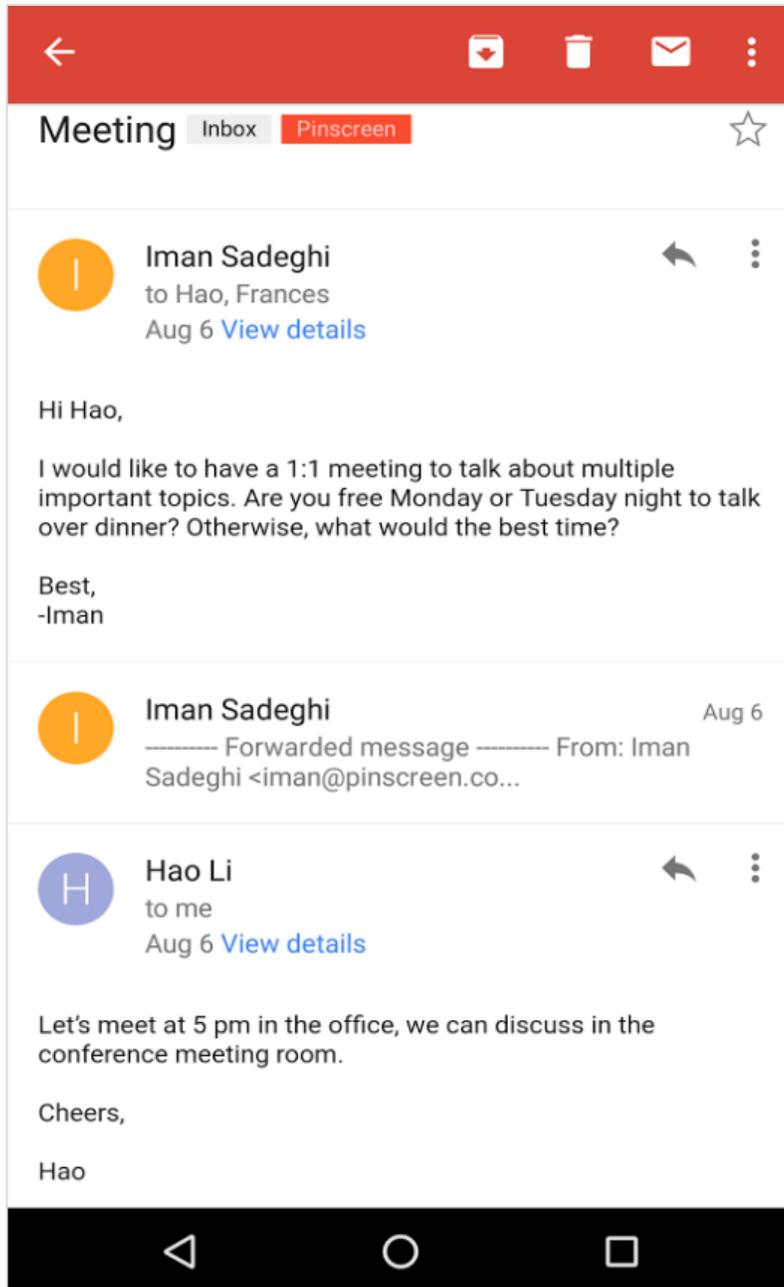
18 250. [June 28, 2017] Li: “You do not need to worry about these issues. Let me handle
19 them.”

20 **Li’s and Pinscreen’s Retaliation and Wrongful Termination of Sadeghi**

21 251. Since Li had promised to address Sadeghi’s concerns after Pinscreen’s SIGGRAPH
22 2017 RTL demo, Sadeghi requested, on Sunday, August 6, 2017, through e-mail to Li and Yen-
23 Chun Chen, to set up a meeting with Li “to talk about multiple important topics.” Li agreed to
24 have the meeting the next day, on Monday, August 7, 2017, at 5 p.m.:

25 252. [August 6, 2017] Sadeghi: “I would like to have a 1:1 meeting to talk about
26 multiple important topics. Are you free Monday or Tuesday night to talk over dinner?”

27 253. [August 6, 2017] Li: “Let’s meet at 5 p.m. in the office, we can discuss in the
28 conference meeting room.”



254. In Sadeghi’s meeting notes, titled “Pinscreen Concerns,” time-stamped by Google servers prior to the meeting, Sadeghi referenced Pinscreen’s data fabrication during the SIGGRAPH 2017 Real-Time Live demo and the SIGGRAPH Asia 2017 Technical Papers submission. Sadeghi stated that Pinscreen “can be accused of illegal crime.” Sadeghi’s notes included that “these decisions to promise things we don’t even have is coming from you [Li] and only you.”

255. Sadeghi’s meeting notes also contain a subsection regarding “overtime pay” with

1 examples of Pinscreen employees who, on information and belief, had worked around 110 hours
2 per week for three consecutive months, and did not receive overtime compensation from the
3 company, in violation of California labor laws.

4 256. On August 7, 2017, Li suggested having the meeting immediately upon Sadeghi's
5 arrival to Pinscreen's office, instead of at 5 p.m. as previously planned. Sadeghi met with Li and
6 Yen-Chun Chen and reiterated his concerns about Li's and Pinscreen's data fabrication and past
7 due overtime payments. Sadeghi stated his objections regarding Li refusing to properly
8 compensate Pinscreen's employees for overtime hours; Pinscreen "lying to thousands of people"
9 during its RTL demo; Li putting "everyone's academic reputation" at risk; and Li endangering
10 Pinscreen's investor relations due to the data fabrication. In response, moments before Li handed
11 Sadeghi his termination letter from Pinscreen, Li told Sadeghi:

12 257. [August 7, 2017] Li: "Maybe I don't want to further damage your reputation."

13 258. [August 7, 2017] Li: "I don't think you need to worry about these anymore."

14 259. Sadeghi received the termination letter within his first working hour after
15 Pinscreen's fabricated RTL demo, which was during the meeting that Sadeghi had previously
16 requested to discuss "multiple important topics" regarding Li's and Pinscreen's unlawful
17 activities.

18 260. During the meeting, Sadeghi requested to meet Pinscreen's full board of directors,
19 including Kim, before the termination decision was final, to which Li responded, "sure."

20 261. In response to Sadeghi's inquiry for the reason of the termination, Li and Yen-
21 Chun Chen stated:

22 262. [August 7, 2017] Sadeghi: "Tell me what are the reasons?"

23 263. [August 7, 2017] Li: "I don't have to answer"

24 264. [August 7, 2017] Li: "I don't have to tell you why"

25 265. [August 7, 2017] Li: "I think we are too small. We are not like Google."

26 266. [August 7, 2017] Yen-Chun Chen: "The main reason is that we are too small for
27 you."

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SEVERANCE AGREEMENT AND GENERAL RELEASE OF CLAIMS

This Severance Agreement and General Release of Claims (the "Agreement") is entered into by and between Iman Sadeghi ("Employee" or "you") and Pinscreen, Inc. ("Employer") (singly, a "Party" and jointly, the "Parties") in complete, final and binding settlement of all claims and potential claims, if any, with respect to their employment relationship.

This Agreement confirms the terms of your separation from Employer effective August 7, 2017 (the "Separation Date"). In consideration for your signing this Agreement, and providing the general release, you will receive the severance benefits identified in paragraph 1 below, which you acknowledge you would not otherwise be entitled to receive.

NOW, THEREFORE, in consideration of the promises and releases given herein, the Parties hereby agree as follows:

1. **Severance Payment and Tax Liability.** Provided Employee signs this Agreement, Employer agrees to pay to Employee the gross amount of Thirteen Thousand Seven Hundred Fifty Dollars and No Cents (\$13,750.00), less deductions authorized or required by law, which is one month's compensation at Employee's current wage rate. The net severance

[...]

Dated _____

Iman Sadeghi

Pinscreen, Inc.,
a Delaware corporation

Dated 8/7/2017

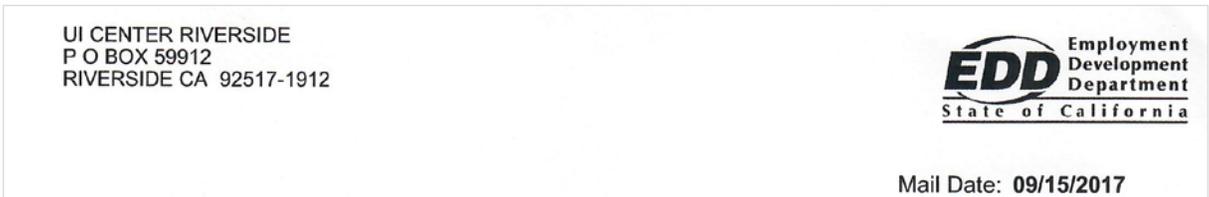
By: 
Its: President

22 269. On August 9, 2017, two days after the termination, Sadeghi's counsel requested
23 Sadeghi's "personnel file and all other records which Pinscreen maintains relating to Mr.
24 Sadeghi's employment, including without limitation, employee handbooks, policies, procedures,
25 and investigative reports" pursuant to Labor Code § 1198.5, as well as "all documents Mr.
26 Sadeghi signed that relate to his employment by Pinscreen" pursuant to California Labor Code §
27 432. Pinscreen's response, dated September 8, 2018, contains no document whatsoever indicating
28 any concerns with Sadeghi's performance or employment. Pinscreen's response contained no

1 employee handbook, company policies, or codes of conduct. Sadeghi’s counsel also mentioned
2 that Sadeghi “may have, among other things, a Labor Code § 1102.5 whistleblower retaliation
3 claim and a claim for wrongful termination in violation of public policy” and demanded Pinscreen
4 to “act immediately to preserve potentially relevant Electronically Stored Information (‘ESI’).”

5 270. There is no mention of any reason for Sadeghi’s termination in his employment
6 personnel file, in his termination letter, or in his severance offer. There is no mention of any
7 concern with Sadeghi’s performance or any other issue bearing on his qualities as an employee.
8 Sadeghi received the termination letter “unexpectedly” as confirmed by Sadeghi’s statement in his
9 Unemployment Insurance Claim application, filed on August 13, 2017. Employment Development
10 Department (“EDD”) consequently approved Sadeghi’s application, on information and belief,
11 after verifying the information provided by Sadeghi with Pinscreen.

12 271. [August 13, 2017] Sadeghi: “I received the termination and general release letter on
13 Monday 8/7/2017 unexpectedly.”



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NOTICE OF UNEMPLOYMENT INSURANCE CLAIM FILED

19 You filed a claim for Unemployment Insurance (UI) benefits effective **08/13/2017**. When you filed your claim you stated:

- 20 1. Your last employer was: **PINSCREEN INC**
12400 WILSHIRE BLVD
LOS ANGELES, CA 90025-1019
- 21 2. The last day you worked for that employer was **08/07/2017**.
- 22 3. The reason you are no longer working for the above employer is:
23 **I RECEIVED THE TERMINATION AND GENERAL RELEASE LETTER ON MONDAY 8/7/2017 UNEXPECTEDLY.**

24 272. Sadeghi’s termination was in retaliation for his objections to Li regarding Li’s and
25 Pinscreen’s illegal practices and in violation of California’s whistleblowing protection laws
26 provided in California Labor Code § 1102.5.

1 **Defendants' Assault and Battery on Sadeghi**

2 273. Before Sadeghi had a chance to read the termination letter, Li suddenly lost his
3 temper, slammed the conference room door open, and yelled at Sadeghi to leave the room, in front
4 of Sadeghi's coworkers and in a humiliating and embarrassing manner. Li then attempted to
5 physically push Sadeghi out of the conference room in front of other Pinscreen employees.

6 274. [August 7, 2017] Sadeghi to Li: "You can't touch me"

7 275. Concerned by Li's aggressive behavior, Sadeghi decided to leave Pinscreen's
8 office; however, Li physically blocked the door of the office and forcefully confined Sadeghi
9 against his will. Li demanded Sadeghi's work laptop which was inside Sadeghi's backpack that
10 Sadeghi was wearing. Li then attempted to take the laptop by force.

11 276. [August 7, 2017] Sadeghi to Li: "You are being aggressive"

12 277. [August 7, 2017] Yen-Chun Chen to Li: "Let's be calm. Let's calm down. Calm
13 down."

14 278. Sadeghi intended to return the laptop before the end of business day, on August 7,
15 2017, and told Li that he would return it after he preserved his personal data. The storage of
16 personal data complied with any applicable Pinscreen's policies. In fact, Pinscreen had no policy
17 regarding storing personal data on one's computer, and no such policy was ever communicated to
18 Sadeghi.

19 279. Subsequently, Sadeghi left Pinscreen's office and headed towards the elevators. Li
20 ordered some of Pinscreen's employees to follow Sadeghi.

21 280. After Sadeghi, Li, and other employees left the elevator, Sadeghi attempted to leave
22 the building through the lobby. However, Li and three other Pinscreen employees, Yen-Chun
23 Chen, Hu, and Kung, under Li's commands, surrounded Sadeghi and physically attacked him.
24 They grabbed Sadeghi and his backpack, which he was wearing, forcefully restrained him, opened
25 his backpack, and took possession of Sadeghi's work laptop.

26 281. [August 7, 2017] Sadeghi to Li and the other defendants: "Don't touch me. Don't
27 touch me."

28 282. The battery, on information and belief, has been captured on the security cameras

1 of the building and the recordings have been preserved by the building security team. The security
2 officers on duty described the battery as Sadeghi being “grabbed,” “brought to the ground,” and
3 “taken to the ground” by Pinscreen employees.

4 283. During the battery, Sadeghi suffered injuries to his eye and his previously
5 dislocated shoulder, requiring medical attention and multiple physical therapy sessions.

6 284. Sadeghi has suffered severe mental and emotional distress as a result of the forced
7 confinement, invasion of his privacy, battery and the consequent physical injuries; he required
8 multiple psychotherapy sessions.

9 **Defendants’ Post Termination Violations**

10 285. After Sadeghi’s termination, Pinscreen withheld business expense reimbursements
11 including Sadeghi’s COBRA health insurance premiums despite prior written agreements.
12 Pinscreen has subsequently acknowledged that reimbursements were owed but refused to pay
13 them unless there was a successful settlement and/or Mutual Non-Disclosure Agreement
14 (“MNDA”). After more than nine months delay, Pinscreen paid only a small portion of the past
15 due reimbursements, in breach of Sadeghi’s contract, violation of prior written agreements, and in
16 violation of California Labor Code § 2802. (Exhibits J3, J5)

17 286. Additionally, Pinscreen delayed paying Sadeghi his final wage payments, which
18 according to California Labor Code § 203, entitled Sadeghi to waiting time penalties. On August
19 16, 2017, Pinscreen sent Sadeghi an undated letter with no signature, as well as a check for the late
20 wage payment penalties in the amount of the waiting time penalties owed. Pinscreen phrased the
21 purpose of the check as a settlement offer “to resolve any wage issues.” Sadeghi’s counsel
22 requested Pinscreen, multiple times, including September 17, 2017, and December 29, 2017, to
23 reissue another check for the waiting time penalties only and to exclude the settlement agreement
24 verbiage. Pinscreen subsequently refused to do so and stated through Kim, on January 16, 2018,
25 that reissuing a check would be “subject to execution of a mutually agreeable MNDA by and
26 between Pinscreen and you [Sadeghi]” in violation of California Labor Code § 203. After more
27 than nine months delay, on May 23, 2018, Pinscreen reissued another check without the settlement
28 agreement verbiage. Sadeghi is entitled to his salary for 30 additional days. (Exhibits J2, J5)

1 287. The letter of Sadeghi’s counsel on August 9, 2017, 2 days after the termination,
2 requested for Sadeghi’s personal property, pointing out that Sadeghi’s personal belongings are
3 “valuable” and “fragile.” Nonetheless, Pinscreen damaged Sadeghi’s personal property remaining
4 at Sadeghi’s desk at Pinscreen’s office. In storing it negligently, Pinscreen broke Sadeghi’s
5 handmade sculpture, which has sentimental value. Sadeghi has demanded Pinscreen to reimburse
6 him for the personal property damages. Subsequently, Pinscreen has refused to do so and stated
7 through Kim, on January 16, 2018, that such reimbursement would be “subject to execution of a
8 mutually agreeable MNDA” between Pinscreen and Sadeghi. (Exhibits J1, J5)

9 288. On January 16, 2018, Kim, a co-founder and a board member of Pinscreen, joined
10 Sadeghi for a Google Hangout video conference call to talk about Sadeghi’s employment related
11 claims. During the call, Sadeghi asked Kim whether he was aware of Li and Pinscreen’s data
12 fabrication. Kim did not deny the fabrication in his response: (Exhibit J4)

13 289. [January 16, 2018] Sadeghi: “I don’t know if you knew about the data fabrication.
14 Did you?”

15 290. [January 16, 2018] Kim: “Not in real time.”



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291. After the video conference, on the same day, Kim send Sadeghi an e-mail with subject line “Re: Iman Sadeghi - Notice of Claim and Litigation Hold.” In his e-mail, Kim stated that Pinscreen would provide a check for the reimbursements, reissue a check to substitute for previous time penalty check, and provide a check for the personal property damage “subject to execution of mutually agreeable MNDA by and between Pinscreen and you.” (Exhibit J5)

 **Stanley Kim** <stanley.kim@gmail.com> Jan 16 ☆ Reply to all
to me, Frances, Hao, Sharlene, Michael, slamberg, Leonard, Hao, stanley

Iman ~ Thanks for connecting today.

[...]

Pinscreen proposes the following:

- Pinscreen provides check for reimbursement; re-issues check to substitute for previous time penalty check; and provides check for personal property damage, subject to execution of
- Mutually agreeable MNDA by and between Pinscreen and you

[...]

If you do not find this acceptable, that is your prerogative.

292. Due to Li’s and Pinscreen’s violation of scientific research ethics and academic code of conduct, Sadeghi requested ACM and SIGGRAPH organizations to retract his name from Pinscreen’s fabricated publications. Li’s and Pinscreen’s fraud against the scientific community and academic misconduct were the proximate cause of Sadeghi having to sacrifice the scientific credit for his own significant contribution to these publications.

293. Sadeghi required multiple psychotherapy sessions as a result of the severe mental and emotional distress as a result of conversion of his personal data and infringement of his intellectual property rights.

Li’s Unfitness, Incompetence, and Ineligibility to Work for Pinscreen

294. Li was and is unfit and incompetent to perform the duties required for the CEO role at Pinscreen due to numerous instances of fraud, data fabrication, academic misconduct, disregard for California labor laws, disregard for federal immigration laws, and other illegal practices.

295. On information and belief, Li was and is ineligible to perform any role at Pinscreen due to his lack of proper work visa.

296. Li’s actions have been reckless, vicious, and have caused harm to Sadeghi, other

1 Pinscreen employees, and Pinscreen’s investors and stakeholders.

2 297. Sadeghi was harmed and Pinscreen is liable because Pinscreen negligently hired
3 and retained an unfit, incompetent, and ineligible CEO, did not properly train him, did not
4 properly supervise him, and did not properly verify his eligibility.

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1 **FIRST CAUSE OF ACTION**

2 **Fraudulent Inducement of Employment Contract**

3 **by Intentional Misrepresentation**

4 **(Against Li, Pinscreen, and Does 1-100)**

5 298. The allegations contained in each paragraph above are incorporated by reference as
6 if fully set forth here.

7 299. Li, on behalf of Pinscreen, willfully deceived Sadeghi with the intent to induce
8 Sadeghi to resign his employment at Google and to join Pinscreen.

9 300. Li, on behalf of Pinscreen, intentionally misrepresented Pinscreen’s technical
10 capabilities to Sadeghi and concealed its various illegal practices from him, which caused Sadeghi
11 harm.

12 301. Li intended for Sadeghi to rely on his misrepresentations, resign from Google, and
13 join Pinscreen, in order to gain access to Sadeghi’s expertise and experience in digital hair
14 appearance and software engineering.

15 302. Reasonably relying on Li’s misrepresentations, Sadeghi resigned from Google and
16 joined Pinscreen.

17 303. A strong justification for Sadeghi’s reasonable reliance on Li’s misrepresentations
18 is that Li, on information and belief, was and is an assistant professor at USC. Li’s claims to have
19 automated that which he had merely fabricated means that Li has committed academic misconduct
20 which, if discovered, could be subject to draconian punishment.

21 304. Crucial to Sadeghi’s decision to sign the contract with Pinscreen and to resign from
22 Google was Li’s intentional misrepresentation of Pinscreen’s technical capabilities, including Li’s
23 claim on January 22, 2017, that Pinscreen was capable of automatically generating the avatars that
24 Li presented to Sadeghi on that same day.

25 305. On January 22, 2017, at 3:39 p.m., Li sent Sadeghi, in private Facebook messages,
26 two sets of input images as well as their corresponding supposedly automatically generated
27 (“autogenerated”) output avatars. Sadeghi expressed his surprise and asked Li whether the avatar’s
28 hair was “autogenerated.” Li responded to Sadeghi in writing, “yes.”

1 306. [January 22, 2017, at 3:43 p.m.] Sadeghi: “[...] Autogenerated hair?” Li: “Yes”

2 307. Li’s claim that the presented avatars and their hair were automatically generated
3 was a brazen lie. Li and Pinscreen repeatedly misrepresented manually prepared avatars as
4 automatic, even up to six months after Li’s initial fraudulent representations to Sadeghi, including
5 during Pinscreen’s public demo at SIGGRAPH RTL 2017, on August 1, 2017.

6 308. Accurate copies of Li’s fraudulent misrepresentations to Sadeghi, are attached in
7 Exhibit C and are incorporated here by reference.

8 309. Sadeghi would not have resigned from Google and joined Pinscreen if Li had not
9 intentionally misrepresented and concealed that Pinscreen and Li were involved in data
10 fabrication, academic misconduct, and other unlawful practices.

11 310. Li’s misrepresentation and concealment were intentional. Li must have been aware
12 that his representation to Sadeghi was false when he made it and also that he was concealing
13 Pinscreen’s data fabrication and academic misconduct from Sadeghi: Li was himself directing the
14 misrepresentations.

15 311. These fraudulent misrepresentations were made by Li, on behalf of Pinscreen, as its
16 co-founder and CEO.

17 312. Sadeghi was damaged, in an amount to be determined at trial, by being fraudulently
18 induced to give up his employment at Google, which income and benefits were unsubstituted once
19 Sadeghi was retaliated against and wrongfully terminated from Pinscreen.

20 313. As a direct, foreseeable, and proximate result of Pinscreen, through Li, willfully
21 deceiving Sadeghi to cause him to resign from Google and join Pinscreen, Sadeghi has lost and
22 will continue to lose income and benefits and has suffered and continues to suffer mental and
23 emotional distress, all to Sadeghi’s damage, in an amount to be determined at trial.

24 314. Sadeghi is entitled to punitive or exemplary damages because brazen deceit is
25 malicious.

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1 **SECOND CAUSE OF ACTION**

2 **Fraudulent Inducement of Employment Contract**

3 **by Intentional Concealment**

4 **(Against Li, Pinscreen, and Does 1-100)**

5 315. The allegations contained in each paragraph above are incorporated by reference as
6 if fully set forth here.

7 316. Li, on behalf of Pinscreen, willfully deceived Sadeghi with the intent to induce
8 Sadeghi to resign his employment at Google and to join Pinscreen.

9 317. Li, on behalf of Pinscreen, intentionally concealed its various illegal practices from
10 him, causing Sadeghi harm.

11 318. Li intentionally concealed from Sadeghi that Li and Pinscreen were involved in
12 unlawful practices, including data fabrication, academic misconduct, fraud on investors, labor law
13 violations, and immigration law violations.

14 319. Sadeghi did not know about Pinscreen's illegal practices before resigning from
15 Google and joining Pinscreen.

16 320. Li's concealment was intentional. Li must have been aware of Pinscreen's illegal
17 practices as he had an active role in all of them.

18 321. Li intended for Sadeghi to rely on his misrepresentations, resign from Google, and
19 join Pinscreen, in order to gain access to Sadeghi's expertise and experience in digital hair
20 appearance and software engineering.

21 322. Sadeghi would not have resigned from Google and joined Pinscreen if Li had not
22 intentionally misrepresented and concealed that Pinscreen and Li were involved in data
23 fabrication, academic misconduct, labor laws violations, immigration law violations and other
24 unlawful practices.

25 323. Li knew or should have known that Sadeghi would not have left Google and joined
26 Pinscreen if Pinscreen's illegal practices, including data fabrication, academic misconduct, fraud
27 on investors, labor law violations, and immigration law violations, were known to Sadeghi. In fact,
28 Li purposely and maliciously misrepresented and concealed such to get Sadeghi to leave Google

1 and join Pinscreen.

2 324. These fraudulent misrepresentations were made by Li, on behalf of Pinscreen, as its
3 co-founder and CEO.

4 325. Sadeghi was damaged, in an amount to be determined at trial, by being fraudulently
5 induced to give up his employment at Google which income and benefits were unsubstituted once
6 Sadeghi was retaliated against and wrongfully terminated from Pinscreen.

7 326. As a direct, foreseeable, and proximate result of Pinscreen, through Li, willfully
8 deceiving Sadeghi to resign from Google and join Pinscreen, Sadeghi has lost and will continue to
9 lose income and benefits and has suffered and continues to suffer mental and emotional distress,
10 all to Sadeghi's damage, in an amount to be determined at trial.

11 327. Sadeghi is entitled to punitive or exemplary damages because the concealment is
12 part of a pattern of brazen deceit and therefore is malicious.

13

14

THIRD CAUSE OF ACTION

15

Battery

16

(Against Li, Yen-Chun Chen, Hu, Kung, Pinscreen, and Does 1-100)

17

18 328. The allegations contained in each paragraph above are incorporated by reference as
19 if fully set forth here.

19

20 329. The defendants, including Li, Yen-Chun Chen, Hu, and Kung, committed battery
21 on Sadeghi through intentional, non-consensual, offensive and harmful physical contact.

21

22 330. On August 7, 2017, Pinscreen employees, including Li, forcefully grabbed,
23 restrained, and physically attacked Sadeghi. They forcefully opened Sadeghi's backpack and took
24 possession of his work laptop.

24

25 331. Each of the four defendants, Li, Yen-Chun Chen, Hu, and Kung, either touched,
26 grabbed or attacked Sadeghi or acted in concert with the defendants who did.

26

27 332. Li and the three other employees, Yen-Chun Chen, Hu, and Kung, who followed
28 Li's orders, were acting within the course and scope of their employment.

28

333. The physical altercation is captured on the security cameras of Pinscreen's office's

1 building and is described by the security officers on duty as Sadeghi being “grabbed,” “brought to
2 the ground,” and “taken to the ground” by Pinscreen employees.

3 334. Sadeghi did not consent to being touched, grabbed, and restrained by the
4 defendants.

5 335. Sadeghi was offended, harmed, and physically injured by defendants’ battery.
6 Sadeghi required medical attention and continues to seek physical therapy. Besides physical pain
7 and suffering, Sadeghi has suffered substantial physical, mental, and emotional distress as a result
8 of the battery and the consequent physical injury and required and continues to seek
9 psychotherapy.

10 336. As a foreseeable proximate effect of the battery, Sadeghi has suffered damages in
11 an amount to be determined at trial.

12 337. Sadeghi is entitled to punitive or exemplary damages because a brutal physical
13 attack by several employees is an undeniably malicious act.

14

15

FOURTH CAUSE OF ACTION

16

Violation of California Labor Code § 1102.5 –

17

Retaliation Against Whistleblowing

18

(Against Pinscreen)

19

20 338. The allegations contained in each paragraph above are incorporated by reference as
if fully set forth here.

21

22 339. California Labor Code § 1102.5 (b), in pertinent part, provides: “An employer, or
23 any person acting on behalf of the employer, shall not retaliate against an employee for disclosing
24 information, or because the employer believes that the employee disclosed or may disclose
25 information, to a government or law enforcement agency, to a person with authority over the
26 employee or another employee who has the authority to investigate, discover, or correct the
27 violation [...], if the employee has reasonable cause to believe that the information discloses a
28 violation of state or federal statute, or a violation of or noncompliance with a local, state, or
federal rule or regulation, regardless of whether disclosing the information is part of the

1 employee's job duties.”

2 340. Li, on behalf of Pinscreen, wrongfully terminated Sadeghi in retaliation for his
3 objections to Li's and Pinscreen's illegal practices.

4 341. Sadeghi entered into an employment contract with Pinscreen, on January 23, 2017.
5 An accurate copy of the employment contract, which is signed by Li and Sadeghi, is attached as
6 Exhibit G and incorporated here by reference.

7 342. On information and belief, Li and Pinscreen believed that Sadeghi might disclose
8 their illegal practices to a government agency or law enforcement agency.

9 343. Li and Pinscreen knew that Sadeghi had objected to their illegal practices to Li,
10 who had authority over Sadeghi and could investigate, discover, and correct the misconduct.

11 344. Pinscreen's and Li's unlawful practices included data fabrication, academic
12 misconduct, California labor law violations, and federal immigration law violations. Sadeghi
13 opposed these wrongful activities and had reasonable cause to believe that Li's and Pinscreen's
14 activities were in violation of California and federal laws.

15 345. Sadeghi had reasonable cause to believe that Pinscreen's data fabrication and
16 academic misconduct constituted a fraud on Pinscreen investors, violating Business &
17 Professional Code § 17200, Corporations Code § 25401, and Civil Code §§ 1572, 1709, and 1710.
18 Sadeghi had reasonable cause to believe that Li's refusal to pay overtime compensation was in
19 violation of California labor laws, including Labor Code §§ 510 and 204. Sadeghi had reasonable
20 cause to believe that Pinscreen's employment of foreign workers without proper work visas was in
21 violation of federal immigration laws, including the Immigration Reform and Control Act of 1986.

22 346. Therefore, Sadeghi's objections to Li's and Pinscreen's illegal practices were
23 protected whistleblowing activities.

24 347. Li, on behalf of Pinscreen, terminated Sadeghi on August 7, 2017.

25 348. Sadeghi's protected act of objecting to Li's and Pinscreen's illegal practices to Li
26 was a contributing factor in Li's decision to terminate Sadeghi.

27 349. As a direct, foreseeable, and proximate result of Pinscreen's wrongful termination
28 of Sadeghi, through Li, Sadeghi has lost and will continue to lose income and benefits and has

1 suffered and continues to suffer severe physical, mental, and emotional distress, all to Sadeghi's
2 damage, in an amount to be determined at trial.

3 350. Li's retaliation against Sadeghi, on behalf of Pinscreen, was in a deliberate, cold,
4 callous, malicious, oppressive, and intentional manner in order to injure and damage Sadeghi.
5 Therefore, Sadeghi is entitled to punitive and exemplary damages against Pinscreen in an amount
6 appropriate to punish to be determined at trial.

7
8 **FIFTH CAUSE OF ACTION**

9 **Breach of Employment Contract**

10 **(Against Pinscreen)**

11 351. The allegations contained in each paragraph above are incorporated by reference as
12 if fully set forth here.

13 352. Pinscreen breached Sadeghi's employment contract, causing him harm.

14 353. Pinscreen's contract breach included violating the covenant of good faith and fair
15 dealing, implied by law into every contract.

16 354. Sadeghi entered into an employment contract with Pinscreen, on January 23, 2017.
17 An accurate copy of the employment contract, which is signed by Li and Sadeghi, is attached as
18 Exhibit G and incorporated here by reference.

19 355. Sadeghi substantially performed all of his duties under the contract.

20 356. Pinscreen materially breached Sadeghi's employment contract by requiring
21 Sadeghi to participate in the preparation and presentation of fabricated results in the SIGGRAPH
22 2017 RTL public demo as well as other unlawful misrepresentations.

23 357. Pinscreen, materially breached Sadeghi's employment contract by retaliating
24 against Sadeghi, and by terminating Sadeghi after he raised concerns over Pinscreen's data
25 fabrication, academic misconduct, labor law violations, immigration law violations, and other
26 unlawful practices.

27 358. Pinscreen materially breached Sadeghi's employment contract by failing to
28 reimburse Sadeghi for his business-related expenses.

1 359. Li, Yen-Chun Chen, and Kim, on behalf of Pinscreen, terminated Sadeghi on
2 August 7, 2017.

3 360. Sadeghi was terminated after being employed at Pinscreen for just over six months,
4 shortly after Pinscreen gained access to Sadeghi's expertise in software engineering and digital
5 hair appearance modeling as well as Sadeghi's implementation of a variation of his published and
6 patented hair rendering framework. The termination happened within Sadeghi's first working hour
7 after Pinscreen's fabricated presentation at SIGGRAPH 2017 RTL, and during the meeting that
8 Sadeghi had requested to address his concerns regarding Pinscreen's illegal and unethical
9 practices.

10 361. Sadeghi was damaged by the breach of contract, and as a result of his unlawful
11 termination from Pinscreen, in an amount equal to his reasonable expectations, should he have
12 been ethically and legally able to remain in the company, to be determined at trial.

13
14 **SIXTH CAUSE OF ACTION**

15 **Breach of Implied Contract for Research Integrity**

16 **(Against Pinscreen)**

17 362. The allegations contained in each paragraph above are incorporated by reference as
18 if fully set forth here.

19 363. Pinscreen breached the implied contract between him and the company which
20 caused him harm.

21 364. Sadeghi entered into an employment contract with Pinscreen, on January 23, 2017.
22 An accurate copy of the employment contract, which is signed by Li and Sadeghi, is attached as
23 Exhibit G and incorporated here by reference.

24 365. Sadeghi substantially performed all of his duties under the contract.

25 366. Pinscreen had an implied-in-fact agreement and obligation to conform to scientific
26 research ethics and to follow academic conduct guidelines, including that of the University of
27 Southern California and Association for Computing Machinery. Li is subject to the ethical
28 standards of these institutions, with which he is affiliated.

1 367. Pinscreen breached this implied contract by engaging and requiring Sadeghi to
2 participate in its data fabrication, academic misconduct, and other unlawful practices.

3 368. Sadeghi was damaged, through loss of intellectual property, by having to request
4 the SIGGRAPH community to retract his name from the authorship of Pinscreen's fabricated
5 publications, despite his authentic and significant contributions, for example, to Pinscreen's digital
6 hair appearance.

7
8 **SEVENTH CAUSE OF ACTION**

9 **Wrongful Termination in Violation of Public Policy**

10 **(Against Pinscreen)**

11 369. The allegations contained in each paragraph above are incorporated by reference as
12 if fully set forth here.

13 370. Sadeghi was terminated from Pinscreen for reasons that violate California and
14 federal public policy. It is a violation of California public policy to terminate an employee for
15 objecting to an employer's practices when those practices are illegal and in contravention of public
16 policy.

17 371. Sadeghi entered into an employment contract with Pinscreen, on January 23, 2017.
18 An accurate copy of the employment contract, which is signed by Li and Sadeghi, is attached as
19 Exhibit G and incorporated here by reference.

20 372. Li, on behalf of Pinscreen, terminated Sadeghi on August 7, 2017.

21 373. Sadeghi's objections to Li's and Pinscreen's illegal practices was a substantial
22 motivating reason for Sadeghi's termination.

23 374. Among those deceived by Li's intentional misrepresentations of Pinscreen's
24 technical capabilities were Pinscreen investors.

25 375. California's public policy against Li's and Pinscreen's data fabrication is expressed
26 in the laws prohibiting deceit of investors and imposing a fiduciary duty of corporate officers
27 toward investors as well as in Business & Professional Code § 17200 and in Corporations Code §
28 25401, and Civil Code §§ 1572, 1709, and 1710.

1 376. California’s public policy against Li’s and Pinscreen’s academic misconduct and
2 scientific misrepresentations is expressed in the universally accepted research ethics including the
3 official policies of University of Southern California and Association for Computing Machinery.
4 Li is subject to the ethical standards of these institutions, with which he is affiliated. State public
5 policy is committed to support the ethical truisms of honest research, for example, by its support
6 of a huge state university system that could not persevere without research integrity. California
7 public policy also spurns Li’s and Pinscreen’s academic misconduct and data fabrication because
8 it represents unfair competition under Business & Professions Code section 17200 and California
9 Corporations Code § 25401.

10 377. California’s public policy against Li’s and Pinscreen’s labor law violations is
11 expressed in California labor laws mandating overtime payments for nonexempt employees,
12 specifically Labor Code §§ 510 and 204.

13 378. The federal public policy against Li’s and Pinscreen’s immigration law violations is
14 expressed in the Immigration Reform and Control Act of 1986.

15 379. These public policies are fundamental, substantial, well established, and involve
16 matters that affect society at large.

17 380. Sadeghi’s termination by Pinscreen was in retaliation for Sadeghi’s objections to
18 Li’s and Pinscreen’s illegal practices, including data fabrications, academic misconduct, labor law
19 violations, and immigration law violations, and was carried out in violation of California and
20 federal public policy.

21 381. As a direct, foreseeable, and proximate result of Pinscreen wrongfully terminating
22 Sadeghi in violation of California and federal public policy, Sadeghi has lost and will continue to
23 lose income and benefits and has suffered and continues to suffer severe physical, mental, and
24 emotional distress, all to Sadeghi’s damage, in an amount to be determined at trial.

25 382. Li’s wrongful termination of Sadeghi, on behalf of Pinscreen was done, in a
26 deliberate, cold, callous, malicious, oppressive, and intentional manner in order to injure and
27 damage Sadeghi. Therefore, Sadeghi is entitled to punitive and exemplary damages against Li and
28 Pinscreen in an amount appropriate to punish to be determined at trial.

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EIGHTH CAUSE OF ACTION
Intentional Interference with Contract
(Against Li and Does 1-100)

383. The allegations contained in each paragraph above are incorporated by reference as if fully set forth here.

384. On information and belief, Li, based in part on personal motives unrelated to his agency for Pinscreen, without privilege or justification, intentionally interfered with Sadeghi's employment contract with Pinscreen.

385. Sadeghi entered into an employment contract with Pinscreen, on January 23, 2017. An accurate copy of the employment contract, which is signed by Li and Sadeghi, is attached as Exhibit G and incorporated here by reference.

386. Li was aware of the existence of Sadeghi's employment contract with Pinscreen.

387. On information and belief, Li intended to induce a breach of Sadeghi's employment contract with Pinscreen by illegally retaliating against Sadeghi and wrongfully terminating him.

388. On information and belief, Li's retaliation and wrongful termination of Sadeghi from Pinscreen was engineered by Li in part for personal motives unrelated to his agency for Pinscreen as its CEO.

389. On information and belief, Li interfered with and disrupted the performance of Sadeghi's employment contract with Pinscreen because he feared Sadeghi would expose Pinscreen's transgression of inviolate academic norms prohibiting the fabrication of data, as well as Pinscreen's other illegal activities including labor law and immigration law violations.

390. Sadeghi was damaged by Li's interference with Sadeghi's employment contract with Pinscreen in amounts to be determined at trial.

391. As a direct, foreseeable, and proximate result of Li's interference with Sadeghi's employment contract with Pinscreen, Sadeghi has lost and will continue to lose income and benefits and has suffered and continues to suffer severe physical, mental, and emotional distress, all to Sadeghi's damage, in an amount to be determined at trial.

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NINTH CAUSE OF ACTION

Intentional Infliction of Emotional Distress

(Against Li, Yen-Chun Chen, Hu, Kung, Pinscreen, and Does 1-100)

392. The allegations contained in each paragraph above are incorporated by reference as if fully set forth here.

393. Defendants’ actions have caused Sadeghi to suffer severe mental and emotional distress due to, including but not limited to, being fraudulently deceived to leave his employment at Google, being wrongfully terminated from his employment at Pinscreen, being battered, being physically injured, invasion of his privacy, and infringement of his intellectual property rights.

394. Pinscreen’s, Li’s and other defendants’ conduct abused the employment relationship which had given them power to damage Sadeghi’s interests; knew that Sadeghi was susceptible to injuries through mental and emotional distress; and acted intentionally and unreasonably with the recognition that their actions are likely to cause mental and emotional distress.

395. Li and other defendants intended to cause Sadeghi mental and emotional distress or acted with reckless disregard of the probability that Sadeghi would suffer mental and emotional distress.

396. Defendants’ treatment of Sadeghi, culminating in an actual physical attack was such as would be generally proclaimed to be outrageous.

397. As a direct, foreseeable, and proximate result of defendants’ unlawful actions, Sadeghi has lost and will continue to lose income and benefits and has suffered and continues to suffer severe mental and emotional distress, all to Sadeghi’s damage, in an amount to be determined at trial.

398. On information and belief, the acts taken toward Sadeghi, carried out by the defendants, including Li, on behalf of Pinscreen, were in a deliberate, cold, callous, malicious, oppressive, and intentional manner in order to injure and damage Sadeghi. Therefore, Sadeghi is

1 entitled to punitive and exemplary damages against the defendants in an amount appropriate to
2 punish to be determined at trial.

3
4 **TENTH CAUSE OF ACTION**

5 **Negligent Hiring, Supervision or Retention**

6 **(Against Pinscreen)**

7 399. The allegations contained in each paragraph above are incorporated by reference as
8 if fully set forth here.

9 400. Sadeghi was harmed and Pinscreen is liable because Pinscreen negligently hired
10 and retained an unfit, incompetent, and ineligible CEO, did not properly train him, did not
11 properly supervise him, and did not properly verify his work eligibility.

12 401. Li was and is unfit and incompetent to perform the duties required for the CEO role
13 at Pinscreen due to numerous instances of fraud, data fabrication, academic misconduct, disregard
14 for California labor laws, immigration laws, and other illegal practices.

15 402. Li's actions have been reckless, vicious, and have caused harm to Sadeghi, other
16 Pinscreen employees, and Pinscreen's investors and stakeholders.

17 403. On information and belief, Li was and is ineligible to perform any role at Pinscreen
18 due to his lack of proper work visa.

19 404. Pinscreen knew, should have known, and or had failed to use reasonable care to
20 discover that Li was unfit, incompetent, and ineligible to work for the company.

21 405. Pinscreen knew, or should have known, that Li's unfitness, incompetence, and
22 ineligibility risked damaging its employees, including Sadeghi, its investors and the public.

23 406. Li's unfitness, incompetence, and ineligibility harmed Sadeghi. The harms included
24 being fraudulently deceived, illegally retaliated against, wrongfully terminated, and assaulted and
25 battered, injuring Sadeghi in an amount to be determined at trial.

26 407. Pinscreen's negligence in hiring, training, supervision, and retention of Li was a
27 substantial factor in causing Sadeghi's harm.

28 408. As a direct, foreseeable, and proximate result of Li's unfitness, incompetence, and

1 ineligible, Sadeghi has lost and will continue to lose income and benefits and has suffered and
2 continues to suffer severe physical, mental, and emotional distress, all to Sadeghi's damage, in an
3 amount to be determined at trial.

4
5 **ELEVENTH CAUSE OF ACTION**

6 **Violation of California Labor Code § 2802**

7 **(Against Pinscreen)**

8 409. The allegations contained in each paragraph above are incorporated by reference as
9 if fully set forth here.

10 410. California Labor Code § 2802, in pertinent part, provides: "(a) An employer shall
11 indemnify his or her employee for all necessary expenditures or losses incurred by the employee
12 in direct consequence of the discharge of his or her duties. [...] (c) For purposes of this section, the
13 term necessary expenditures or losses shall include all reasonable costs, including, but not limited
14 to, attorney s fees incurred by the employee enforcing the rights granted by this section. (d) In
15 addition to recovery of penalties under this section in a court action or proceedings pursuant to
16 Section 98, the commissioner may issue a citation against an employer or other person acting on
17 behalf of the employer who violates reimbursement obligations for an amount determined to be
18 due to an employee under this section."

19 411. After Sadeghi's wrongful termination, Pinscreen withheld business expense
20 reimbursements.

21 412. Pinscreen acknowledged that reimbursements were due, but claimed that it would
22 only pay them pending a successful settlement and/or mutual non-disclosure agreement. After
23 more than nine months delay, Pinscreen paid only a small portion of the past due reimbursements.

24 413. As a direct, foreseeable, and proximate result of Pinscreen refusing to reimburse
25 Sadeghi for his business expenses, Sadeghi has lost and will continue to lose monetary benefits
26 and has suffered and continues to suffer mental and emotional distress, all to Sadeghi's damage, in
27 an amount to be determined at trial.

28 414. On information and belief, the acts taken toward Sadeghi, carried out by the

1 defendants, including Li, on behalf of Pinscreen, were in a deliberate, cold, callous, malicious,
2 oppressive, and intentional manner in order to injure and damage Sadeghi. Therefore, Sadeghi is
3 entitled to punitive and exemplary damages against the defendants in an amount appropriate to
4 punish to be determined at trial.

5 415. Sadeghi is entitled to recover attorney’s fees incurred in order to enforce these due
6 reimbursement payments. enforcing the rights granted by California Labor Code § 2802.

7
8 **TWELFTH CAUSE OF ACTION**
9 **Violation of California Labor Code § 203**
10 **(Against Pinscreen)**

11 416. The allegations contained in each paragraph above are incorporated by reference as
12 if fully set forth here.

13 417. Pinscreen delayed paying Sadeghi his final wages and therefore, pursuant to
14 California Labor Code § 203, Sadeghi was entitled to waiting time penalties.

15 418. California Labor Code § 203 (a), in pertinent part, provides: “(a) If an employer
16 willfully fails to pay, without abatement or reduction, [...] any wages of an employee who is
17 discharged or who quits, the wages of the employee shall continue as a penalty from the due date
18 thereof at the same rate until paid or until an action therefor is commenced.”

19 419. Pinscreen sent Sadeghi a check for the late wage-payment penalties in the amount
20 of the waiting time penalties were owed. But Pinscreen conditioned the cashing of the check on
21 Sadeghi accepting the amount as a full settlement of all wage issues. Since Sadeghi was neither
22 prepared nor required to settle all wage claims as a precondition for recovering what he was owed,
23 Sadeghi did not cash the check and repeatedly requested Pinscreen, including on September 17,
24 2017, and on December 29, 2017, to reissue another check for the late penalty only, and to exclude
25 the settlement verbiage. Pinscreen refused to reissue the penalty check until nine months after the
26 late final wage payments. Sadeghi is entitled to waiting time penalties including his salary for 30
27 additional days.

1 **THIRTEENTH CAUSE OF ACTION**

2 **Breach of Constructive Bailment**

3 **(Against Li, Pinscreen, and Does 1-100)**

4 420. The allegations contained in each paragraph above are incorporated by reference as
5 if fully set forth here.

6 421. Sadeghi was harmed by Pinscreen's, Li's, and other defendants' negligence, which
7 consequently caused damages to Sadeghi's personal property.

8 422. As Sadeghi's employer, Pinscreen owed Sadeghi a duty of due care. This duty of
9 due care included the duty to avoid damaging Sadeghi's personal property at his desk. Pinscreen
10 breached the duty of due care by breaking Sadeghi's hand-made sculpture, with sentimental value,
11 after Sadeghi was unlawfully terminated from Pinscreen.

12 423. As a direct, foreseeable, and proximate result of the defendants' negligence and
13 breach of duty of due care, Sadeghi's personal property was damaged. Consequently, Sadeghi was
14 harmed and has suffered and continues to suffer severe mental and emotional distress, all to
15 Sadeghi's damage, in an amount which will be proven at trial.

16
17 **FOURTEENTH CAUSE OF ACTION**

18 **Invasion of Privacy**

19 **(Against Li, Yen-Chun Chen, Hu, Kung, Pinscreen, and Does 1-100)**

20 424. The allegations contained in each paragraph above is incorporated by reference as
21 if fully set forth here.

22 425. Li, Pinscreen, and other defendants violated Sadeghi's right to privacy in a manner
23 that is highly offensive to a reasonable person.

24 426. Sadeghi had a reasonable expectation of privacy in the contents of his backpack
25 into which Pinscreen intentionally intruded.

26 427. On August 7, 2017, while committing battery on Sadeghi, the defendants
27 intentionally intruded Sadeghi's backpack and took his work laptop by force.

28 428. As a direct, foreseeable, and proximate result of Pinscreen, Li, and other defendants

1 invading Sadeghi’s privacy, Sadeghi has suffered and continues to suffer severe mental and
2 emotional distress, all to Sadeghi’s damage, in an amount to be determined at trial.

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5 **FIFTEENTH CAUSE OF ACTION**

6 **Violation of California Unfair Competition Law (UCL),**

7 **Business and Professions Code § 17200 et seq.**

8 **(Against Pinscreen)**

9 429. The allegations contained in each paragraph above are incorporated by reference as
10 if fully set forth here.

11 430. California Business & Professional Code § 17200 et seq. prohibits any “unlawful,
12 unfair, or fraudulent business act or practice” and any “unfair, deceptive, untrue or misleading
13 advertising.”

14 431. Li’s and Pinscreen’s data fabrication and academic misconduct were fraudulent,
15 deceptive, misleading, unfair, unlawful, and in violation of California Business & Professional
16 Code § 17200.

17 432. Sadeghi has standing under Business and Professions Code section 17204 because
18 he suffered actual injury from these practices. Sadeghi was one target of Pinscreen’s fraud in
19 fabricating results. Sadeghi suffered actual damage from the academic misconduct aspect of Li’s
20 transgressions because he was forced to ask ACM and SIGGRAPH to retract his name from
21 publications containing fabricated data.

22 433. Li’s and Pinscreen’s fraudulent misrepresentations have caused deception of the
23 public, scientific community, and Pinscreen’s actual and potential investors.

24 434. Li’s and Pinscreen’s labor law and immigration law violations are unfair and
25 violate Labor Code § 204 and the Unfair Competition Law, Business and Professions Code §
26 17200.

27 435. Because Li’s and Pinscreen’s data fabrication, academic misconduct, labor law
28 violations, and immigration law violations are ongoing, and there is no indication that they will

1 cease their unlawful conduct, Sadeghi request the court to enjoin Li and Pinscreen from further
2 violations of the law.

3 436. Li lied, on behalf of Pinscreen, to Sadeghi and fraudulently induced him to leave
4 Google and join Pinscreen.

5 437. Li lied, on behalf of Pinscreen, to academics and fraudulently misrepresented
6 Pinscreen's scientific achievements.

7 438. Li lied, on behalf of Pinscreen, to investors and fraudulently misrepresented
8 Pinscreen's technical capabilities.

9 439. Li lied, on behalf of Pinscreen, to the public and fraudulently misrepresented
10 Pinscreen's scientific achievements and technical capabilities.

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1 **PRAYER FOR RELIEF**

2 WHEREFORE, Sadeghi respectfully requests for relief and judgment against Li, Pinscreen
3 and the other defendants, jointly and severally, as follows, in amounts according to proof:

- 4 1. For judgment in favor of Sadeghi against Pinscreen, Li, and the other defendants;
5 2. For restitutional, general, special, compensatory, punitive and exemplary damages;
6 3. For all applicable statutory penalties;
7 4. For pre- and post-judgment interest where allowed;
8 5. For attorneys' fees under applicable provisions of law, including California Labor Code §
9 1102.5;
10 6. For costs of suit incurred herein;
11 7. For injunctive relief against Pinscreen's deceptive business practices; and
12 8. For such other and further relief as the Court deems necessary, just and proper.

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16
17 DATED: October 5, 2018

Respectfully submitted,

18 FERNALD LAW GROUP APC
19 Brandon C. Fernald
Adam P. Zaffos

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24 By: _____
25 Adam P. Zaffos
26 Attorneys for Plaintiff Dr. Iman Sadeghi
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DEMAND FOR JURY TRIAL

Sadeghi hereby demands a jury trial on all claims and issues raised in the amended complaint for which Sadeghi is entitled to a jury.

DATED: October 5, 2018

Respectfully submitted,

FERNALD LAW GROUP APC
Brandon C. Fernald
Adam P. Zaffos



By: _____
Adam P. Zaffos
Attorneys for Plaintiff Dr. Iman Sadeghi

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VERIFICATION

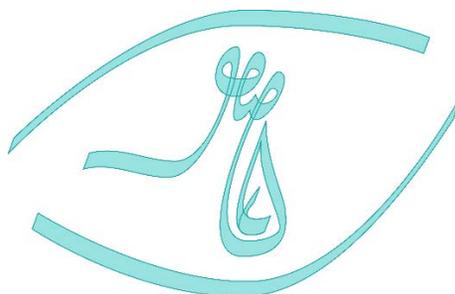
I, Dr. Iman Sadeghi, declare and verify as follows:

I am the plaintiff in this proceeding and have read this amended complaint and know the contents thereof. The information contained herein is accurate to the best of my knowledge except as to those matters which are stated on information and belief, and as to those matters I believe them to be true.

I declare and verify under penalty of perjury under the laws of the State of California that the foregoing is true. It is based on my personal knowledge except where it is alleged on information and belief.

DATED: October 5, 2018

Respectfully submitted,



By: _____
Dr. Iman Sadeghi

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EXHIBIT A

Sadeghi's Qualifications

1. Sadeghi's rendering titled "A Butterfly, a Water Drop and a High Speed Camera!" which received the Grand Prize in UCSD's Rendering Competition 2007:

- <http://sadeghi.com/a-butterfly-a-water-drop-and-a-high-speed-camera>



1 Poster of UCSD's Rendering Competition 2007 featuring the renderings for the Grand Prize,
2 First Prize, and honorable mentions:



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1 2. Sadeghi’s “An Artist Friendly Hair Shading System” publication, in collaboration with Walt
2 Disney Animation Studios, which Sadeghi presented at SIGGRAPH 2010:

- 3 • <http://sadeghi.com/an-artist-friendly-hair-shading-system>

4 Publication page on Disney Research website:

- 5 • <http://www.disneyresearch.com/publication/an-artist-friendly-hair-shading-system>



11 Publication page on ACM Digital Library:

- 12 • <http://dl.acm.org/citation.cfm?id=1778793>



1 3. Sadeghi’s “System and Method for Artist Friendly Controls for Hair Shading” co-invented
2 patent, filed by Walt Disney Animation Studios:

- 3 • <http://www.google.com/patents/US8674988>

4
5 4. Sadeghi’s movie credit for “Hair Rendering Development,” in Walt Disney Animation
6 Studios’ movie Tangled, on Internet Movie Database (“IMDb”):

- 7 • <http://www.imdb.com/name/nm4205348>

8
9 5. Li’s group messages to Sadeghi and Leszek on Skype, dated April 18, 2017:

- 10 • [April 18, 2017] Li: “hey leszek”
- 11 • [April 18, 2017] Li: “please meet iman, the guy behind all the hair rendering tech for
12 disney and dreamworks (incl. tangled)”



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17 Tuesday, April 18, 2017



18 **Hao Li**

19 hey leszek
20 please meet iman, the guy behind all the hair rendering tech for disney and
21 dreamworks (incl. tangled)

3:58 PM

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Sadeghi’s Skype profile with Skype ID “iman.sadeghi”:



S Contact profile

 ☆ Iman Sadeghi

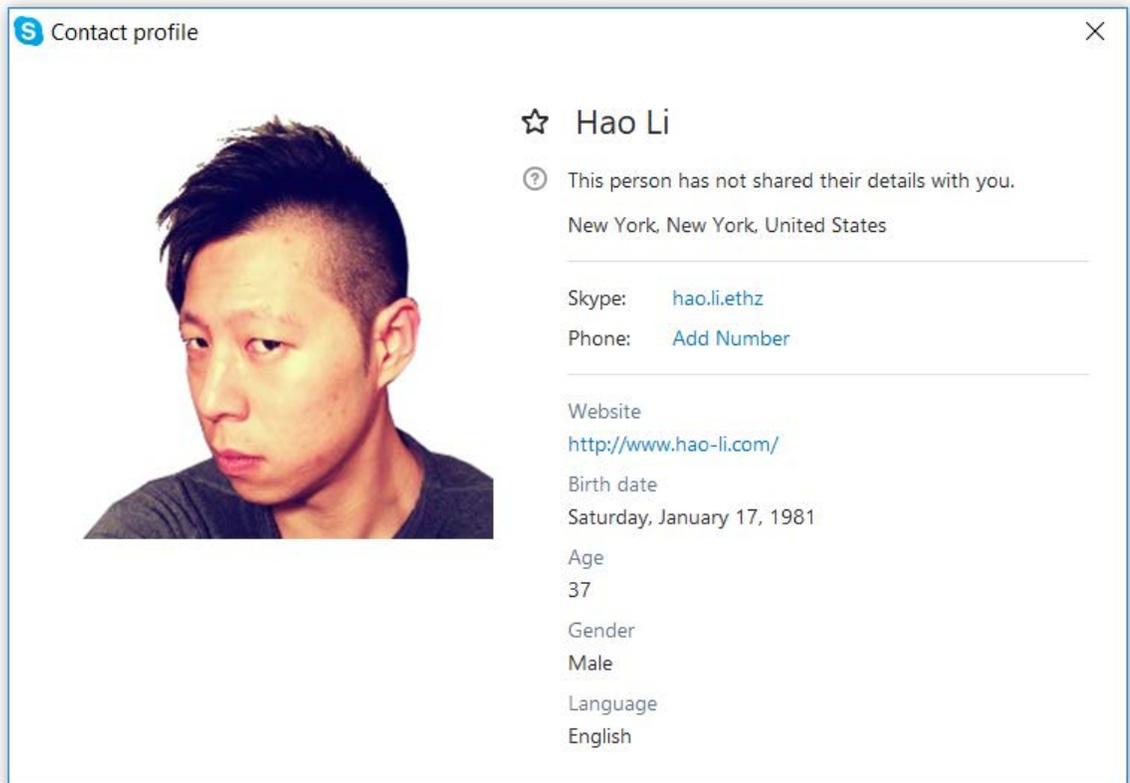
Online
Los Angeles, California, United States

Skype: [iman.sadeghi](#)
Phone: [Add Number](#)

Website
<http://www.sadeghi.com>

Language
English

Li’s Skype profile with Skype ID “hao.li.ethz”:



S Contact profile

 ☆ Hao Li

ⓘ This person has not shared their details with you.
New York, New York, United States

Skype: [hao.li.ethz](#)
Phone: [Add Number](#)

Website
<http://www.hao-li.com/>

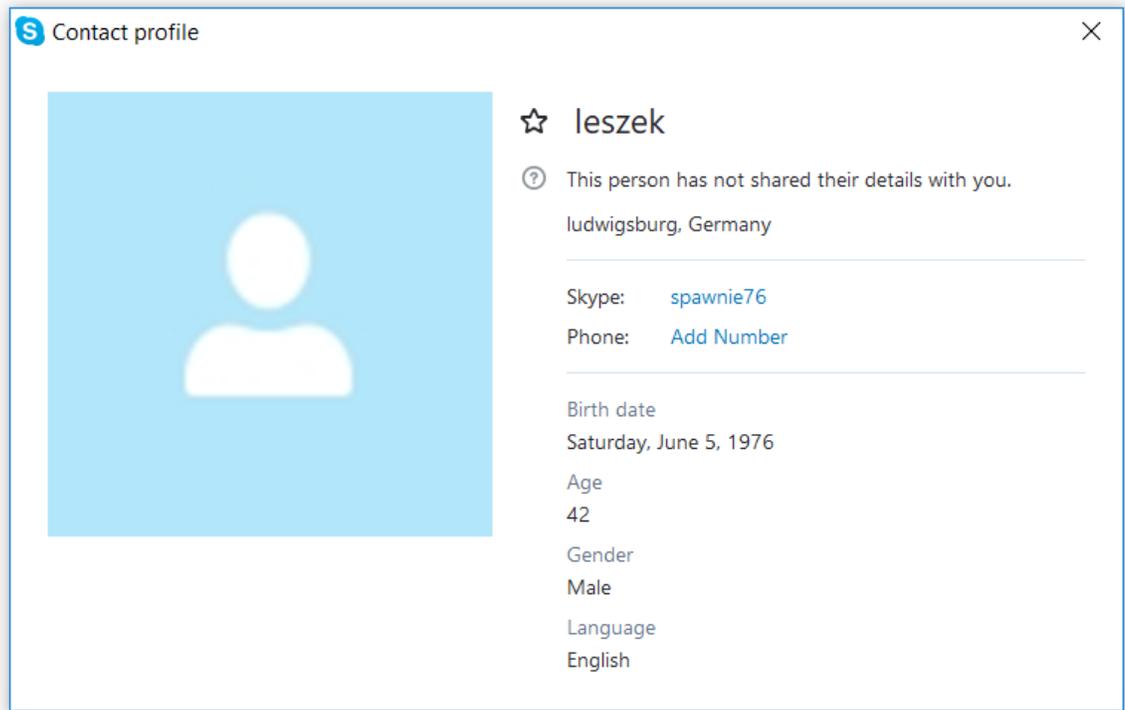
Birth date
Saturday, January 17, 1981

Age
37

Gender
Male

Language
English

1 Leszek's Skype profile with Skype ID "spawnie76":



1 6. Li's group messages on "PinscreenTeamAll" Skype thread, shared with Sadeghi and 14 other
2 participants, including Sun, Wei, Yen-Chun Chen, Kung, Seo, Fursund, Nagano, Hu, Yu,
3 Saito, Xiang, Stephen Chen, and Zhou, dated June 1, 2017:

- 4 • [June 1, 2017] Nagano: "2 months is very tight lol for what needs to happen"
- 5 • [June 1, 2017] Li: "no 2 months is good"
- 6 • [June 1, 2017] Li: "kim libreri pulled his shit off in 1 month"
- 7 • [June 1, 2017] Li: "we have the best hair rendering guy"

8  ☆ PinscreenTeamAll  
9 ▼ 14 participants | <https://join.skype.com/L4luq1aWUhl2>

10

11  carrie sun  Cosimo Wei  ? Frances Chen  Han-Wei Kung  ? Hao Li

12  Jaewoo Seo  Jens Fursund  Koki Nagano  Liwen Hu  Ronald Yu

13  Shunsuke Saito  Sitao Xiang  ? Stephen Chen  Yi Zhou

14  Frances Chen We need new cool swag Thursday, June 1, 2017 2:12 PM

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16  Koki Nagano 2 months is very tight lol for what needs to happen 2:12 PM

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18  Hao Li no 2 months is good 2:13 PM

19 kim libreri pulled his shit off in 1 month

20 we have the best hair rendering guy

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1 7. Li's request to become friends with Sadeghi on Facebook, dated July 29, 2010:

2 Hao Li wants to be friends on Facebook.  

3  **Facebook** <notification+km4mr2n@facebookmail.com> 7/29/10 ☆ 

4 to me 

5 **facebook**

6 Hi Iman,

7 Hao Li wants to be friends with you on Facebook.

8  Hao Li Hao Li

9 Thanks,

10 The Facebook Team

11 **Respond now:**

12 **Confirm Friend**

13 **To confirm (or quietly ignore) this request, go to:**
http://www.facebook.com/n/?reqs.php&fcode=427994edf&f=722873752&mid=2bb9f43G1ee426deG4ef53d1G2&n_m=sadeghi%40gmail.com

14 This message was intended for sadeghi@gmail.com. If you do not wish to receive this type of email from Facebook in the future, please click on the link below to unsubscribe: <http://www.facebook.com/o.php?k=f76f65&u=518268638&mid=2bb9f43G1ee426deG4ef53d1G2> Facebook, Inc. P.O. Box 10005, Palo Alto, CA 94303

16 Li's request to add Sadeghi to his network on LinkedIn, dated September 24, 2010:

17 Join my network on LinkedIn  x  x  

18  **Hao Li via LinkedIn** <member@linkedin.com> 9/24/10 ☆ 

19 to me 

20 **LinkedIn**

21 Hao Li has indicated you are a Friend:

22 I'd like to add you to my professional network on LinkedIn.

23 - Hao Li

24 **Accept** [View invitation from Hao Li](#)

25

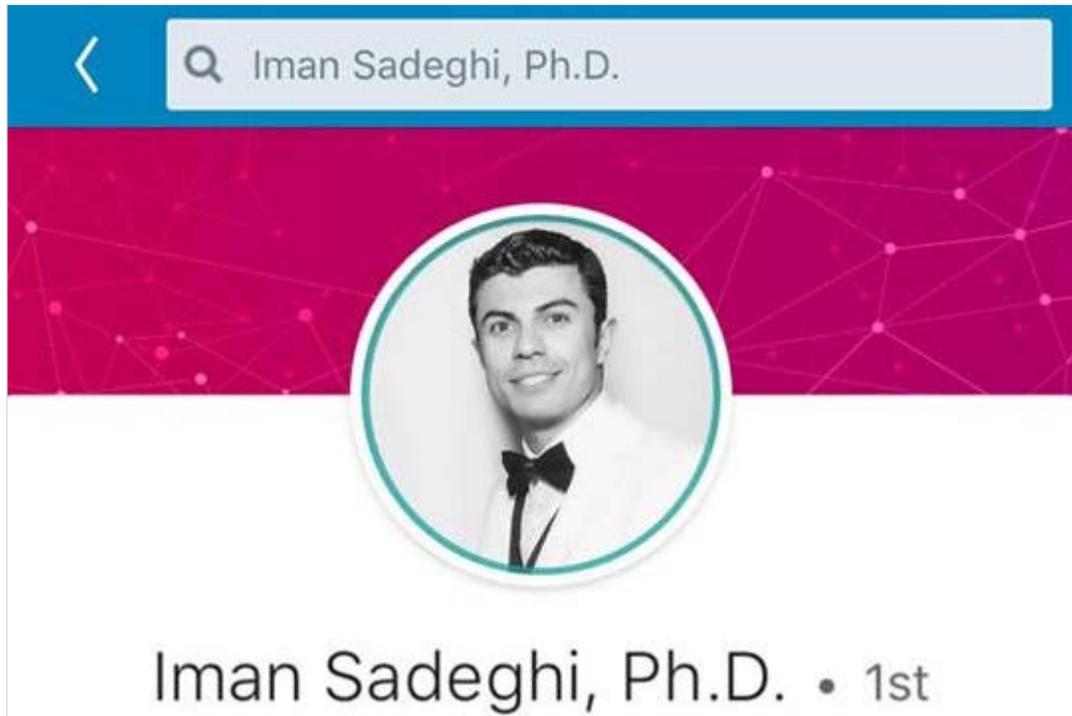
26 **DID YOU KNOW LinkedIn can help you find the right service providers using recommendations from your trusted network?**

27 Using [LinkedIn Services](#), you can take the risky guesswork out of selecting service providers by reading the recommendations of credible, trustworthy members of your network.

28 © 2010, LinkedIn Corporation

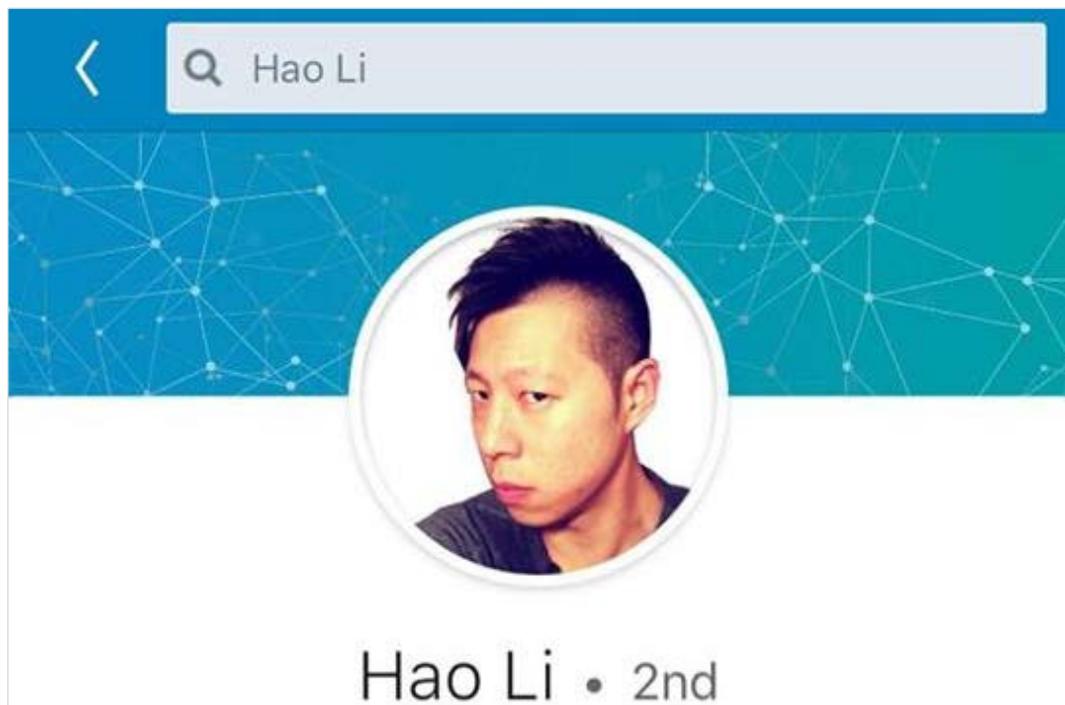
1 Sadeghi's LinkedIn profile:

- 2 • <https://www.linkedin.com/in/isadeghi/>



15 Li's LinkedIn profile:

- 16 • <https://www.linkedin.com/in/lihao/>



1 8. Li's private conversation with Sadeghi on Skype, dated July 28, 2017:

- 2 • [July 28, 2017] Li: "You are a good friend, [...]"
- 3 • [July 28, 2017] Sadeghi: "You are a great friend that I care about a lot as well [...]"

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5  Hao Li  

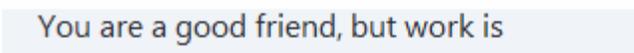
6  This person has not shared their details...

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8 Contact request sent - [Resend contact request](#)

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10  Friday, July 28, 2017

11  You are a good friend, but work is 6:35 PM

12  Hao Li  

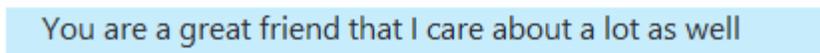
13  This person has not shared their details with you.

14

15 Contact request sent - [Resend contact request](#)

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17  Friday, July 28, 2017

18  You are a great friend that I care about a lot as well

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9. Sadeghi’s Ph.D. dissertation titled “Controlling the Appearance of Specular Microstructures,” which Sadeghi defended on June 1, 2011:

- <http://sadeghi.com/controlling-the-appearance-of-specular-microstructures>

Doctoral dissertation page on ACM Digital Library:

- <http://dl.acm.org/citation.cfm?id=2231594>



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10. Sadeghi’s “Physically-based Simulation of Rainbows” publication, a collaboration between UCSD, Universidad de Zaragoza, and Disney Research, which Sadeghi presented at SIGGRAPH 2012:

- <http://sadeghi.com/physically-based-simulation-of-rainbows>

Publication page on ACM Digital Library:

- <http://dl.acm.org/citation.cfm?id=2077344>

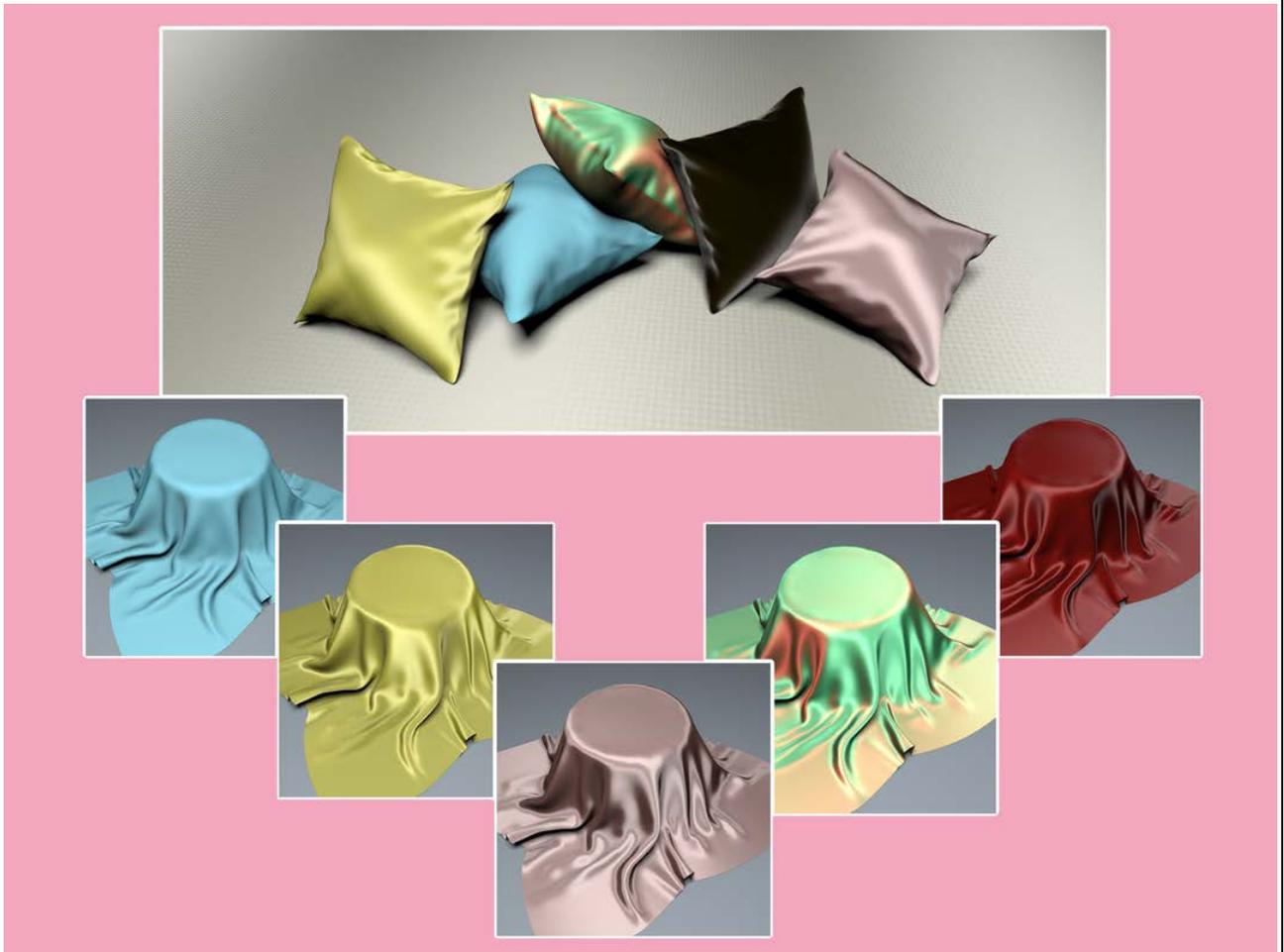


1 11. Sadeghi’s “A Practical Microcylinder Appearance Model for Cloth Rendering” publication, a
2 collaboration within UCSD, which Sadeghi presented at SIGGRAPH 2013:

- 3 • <http://sadeghi.com/a-practical-microcylinder-appearance-model-for-cloth-rendering>

4
5 Publication page on ACM Digital Library:

- 6 • <http://dl.acm.org/citation.cfm?id=2451240>



1 **EXHIBIT B**

2 **Li's and Pinscreen's Solicitation of Sadeghi**

3 1. Li's private conversation with Sadeghi on Facebook, dated November 8, 2016 and
4 November 9, 2016:

- 5 • [November 8, 2016] Li: "ahahaha"
- 6 • [November 8, 2016] Li: "join us!"
- 7 • [November 9, 2016] Sadeghi: "I know! I am seriously considering it. I want to see your
8 office 😊"
- 9 • [November 9, 2016] Li: "yes yes"
- 10 • [November 9, 2016] Li: "just now some folks at adobe are asking"
- 11 • [November 9, 2016] Li: "they love the trump shit"
- 12 • [November 9, 2016] Li: "this morning our company got valued at 30M"
- 13 • [November 9, 2016] Li: "more VCs knocking at our doors"
- 14 • [November 9, 2016] Li: "we increase are valuation by X8 since 3 months"

15  Secure | <https://m.facebook.com/messages/read/?fbid=722873752> ☆



17 **Hao Li**
ahahaha
join us!

18 Nov 8, 2016 · Sent from Web



20 **Iman Sadeghi**
I know! I am seriously considering it. I want to see your office 😊

21 Nov 9, 2016 ·



23 **Hao Li**
yes yes
just now some folks at adobe are asking
they love the trump shit
this morning our company got valued at 30M
more VCs knocking at our doors
we increase are valuation by X8 since 3 months

24 Nov 9, 2016 · Sent from Web

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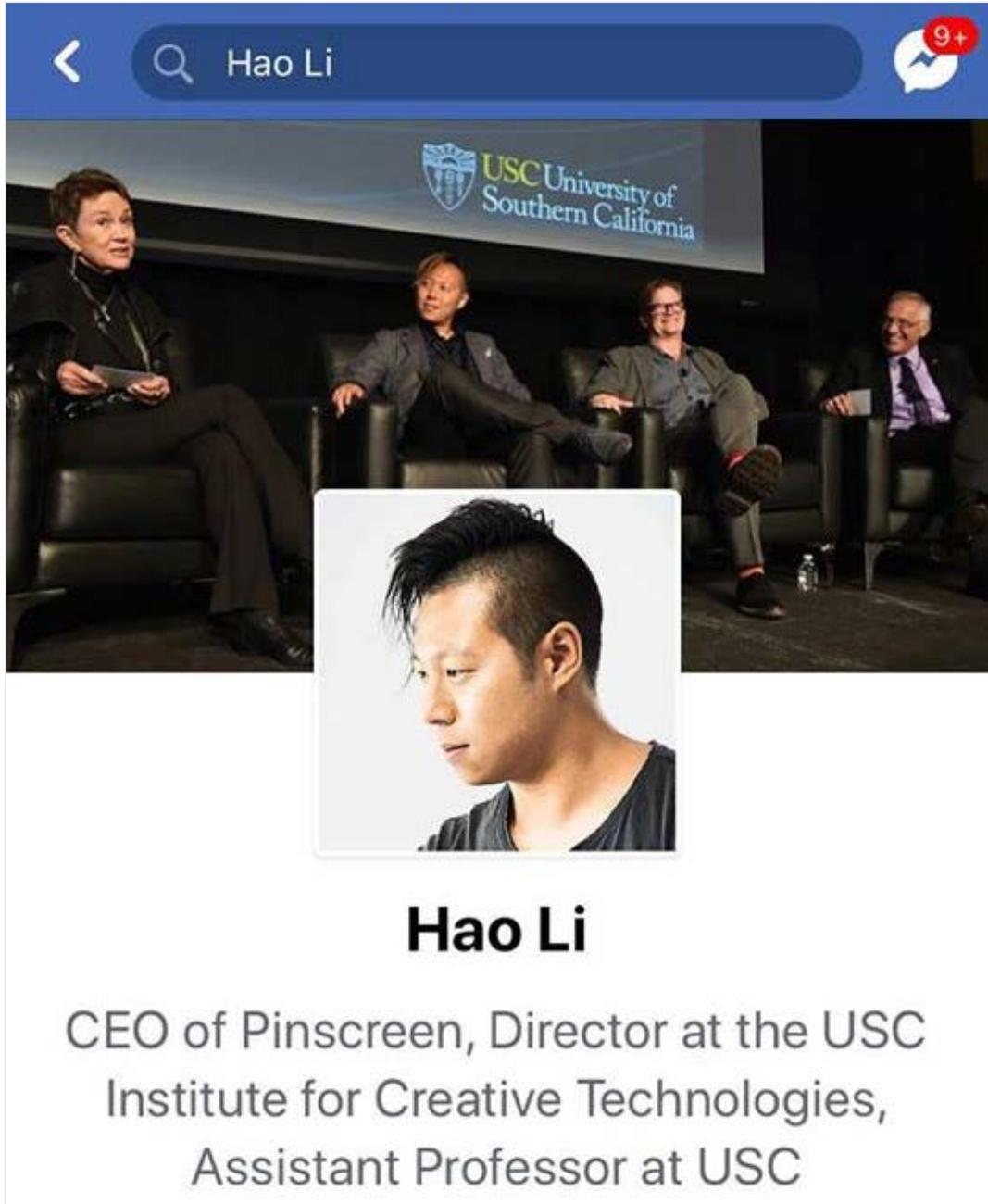
Sadeghi’s Facebook profile with Facebook ID “imanopolo”:

- <https://www.facebook.com/imanopolo>



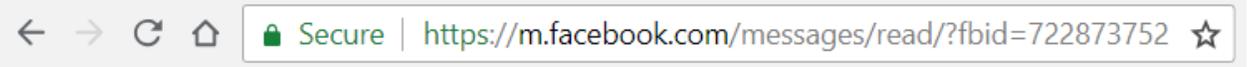
1 Li's Facebook profile with Facebook ID "li.hao":

- 2 • <https://www.facebook.com/li.hao>



1 2. Li's private messages to Sadeghi on Facebook, dated November 16, 2016:

- 2 • [November 16, 2016] Li: "omg"
- 3 • [November 16, 2016] Li: "it will be awesome"
- 4 • [November 16, 2016] Li: "join pinscreen"
- 5 • [November 16, 2016] Li: "it will be fun"



7  **Hao Li**
8 omg
9 it will be awesome
10 join pinscreen
11 it will be fun
12 Nov 16, 2016 · Sent from Web

13 3. Li's private conversation with Sadeghi on Facebook, dated November 18, 2016:

- 14 • [November 18, 2016] Sadeghi: "Good morning. I had a great time visiting you guys!
15 Really cool stuff. I just messaged Jens too. Let's talk about the next steps 😊"
- 16 • [November 18, 2016] Li: "Sounds good we ll discuss with board and vcs first. We are
17 thinking about offering a VP position."



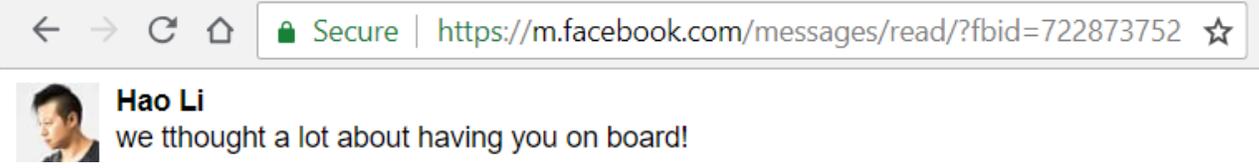
19  **Iman Sadeghi**
20 Good morning. I had a great time visiting you guys! Really cool stuff. I just messaged Jens
21 too. Let's talk about the next steps 😊
22 Nov 18, 2016 ·

23  **Hao Li**
24 Sounds good we ll discuss with board and vcs first. We are thinking about offering a VP
25 position.
26 Nov 18, 2016 · Sent from Messenger

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4. Li's private message to Sadeghi on Facebook, dated November 29, 2016:

- [November 29, 2016] Li: "we tthought a lot about having you on board!"



5. Li's private messages to Sadeghi on Facebook, dated November 30, 2016:

- [November 30, 2016] Li: "so for startup at our stage the biggest benefit is in stock options"
- [November 30, 2016] Li: "which value will significantly increase in the next round of funding"



1 6. Li's private conversation with Sadeghi on Facebook, dated December 1, 2016:

- 2 • [December 1, 2016] Li: "jens thinks that u are awesome"
- 3 • [December 1, 2016] Sadeghi: "Oh cool! I really like him too. I wish I have had met him at
4 ILM 😊"



6 **Hao Li**
7 jens thinks that u are awesome
8 Dec 1, 2016 · Sent from Web



9 **Iman Sadeghi**
10 Oh cool! I really like him too. I wish I have had met him at ILM 😊
11 Dec 1, 2016 ·

12 7. Li's private messages to Sadeghi on Facebook, dated December 1, 2016:

- 13 • [December 1, 2016] Li: "nice!"
- 14 • [December 1, 2016] Li: "i have a few meetings with investors too"
- 15 • [December 1, 2016] Li: "and will have some more later today with the board"
- 16 • [December 1, 2016] Li: "we all want you to join, we are working out on a good offer"



19 **Hao Li**
20 nice!
21 i have a few meetings with investors too
22 Dec 1, 2016 · Sent from Web



23 **Hao Li**
24 and will have some more later today with the board
25 we all want you to join, we are working out on a good offer
26 Dec 1, 2016 · Sent from Web

1 8. Li's private e-mail to Sadeghi on December 18, 2016, with subject line "Offer Pinscreen <
2 Iman":

- 3 • [December 18, 2016] Li: "Iman,"
- 4 • [December 18, 2016] Li: "First of all, Congratulations on your offer as VP of engineering
5 of Pinscreen! We have been really impressed by you and are very thrilled with the
6 possibility of having you as part of our amazing and unique team."
- 7 • [December 18, 2016] Li: "We have had great feedbacks from the team as well as from
8 Stanley. I believe we can do amazing work together and really disrupt the social media and
9 VR/AR industry, and build a successful company together."
- 10 • [December 18, 2016] Li: "We have been working hard with our board and investors, in
11 making you a strong offer and hope that you join our journey, being part of the first
12 employees."
- 13 • [December 18, 2016] Li: "Attached is our offer from Pinscreen and a confidential
14 information and invention assignment agreement. Our offer is higher than the median
15 compensation for non-founder VP of engineering in Silicon Valley. As we move to the
16 next rounds of fundings and growth, the value of the company is likely to increase
17 significantly, so you would be joining at a great time now."
- 18 • [December 18, 2016] Li: "After you have had a chance to review let's schedule a call to
19 answer any questions. Please keep the information confidential and feel free to reach out at
20 any time."
- 21 • [December 18, 2016] Li: "Thank you!"
- 22 • [December 18, 2016] Li: "Cheers,"
- 23 • [December 18, 2016] Li: "Hao Li"

1 offer Pinscreen <> Iman



2 **Hao Li** <hao@pinscreen.com>

3 12/18/16



4 Reply

5 to me

6 Iman,

7 First of all, Congratulations on your offer as VP of engineering of Pinscreen! We have been
8 really impressed by you
9 and are very thrilled with the possibility of having you as part of our amazing and unique team.

10 We have had great feedbacks from the team as well as from Stanley. I believe we can do
11 amazing work together and
12 really disrupt the social media and VR/AR industry, and build a successful company together.

13 We have been working hard with our board and investors, in making you a strong offer and
14 hope that you join our journey,
15 being part of the first employees.

16 Attached is our offer from Pinscreen and a confidential information and invention assignment
17 agreement. Our offer is higher
18 than the median compensation for non-founder VP of engineering in Silicon Valley. As we
19 move to the next rounds of fundings
20 and growth, the value of the company is likely to increase significantly, so you would be joining
21 at a great time now.

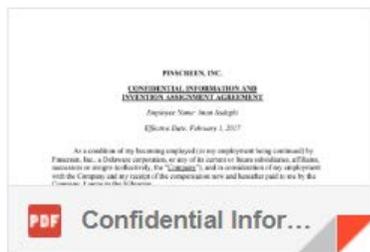
22 After you have had a chance to review let's schedule a call to answer any questions.
23 Please keep the information confidential and feel free to reach out at any time.

24 Thank you!

25 Cheers,

26 Hao Li

27 **2 Attachments**



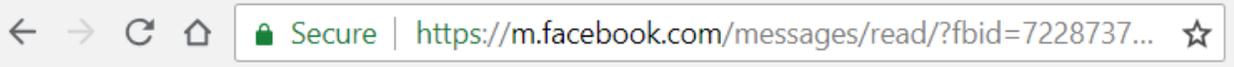
28 9. Li's private messages to Sadeghi on Facebook, dated December 26, 2016:

- [December 26, 2016] Li: "however, I think if you join us, you would bring a lot of energy

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with you”

- [December 26, 2016] Li: “I think we can increase a bit”
- [December 26, 2016] Li: “do you think there is a chance you can start earlier?”



Hao Li

however, I think if you join us, you would bring a lot of energy with you
 I think we can increase a bit
 do you think there is a chance you can start earlier?

10. Li’s private conversation with Sadeghi on Facebook, dated December 26, 2016:

- [December 26, 2016] Sadeghi: “Hmmm ... I understand the potential here. But with any potential comes risk hand in hand.”
- [December 26, 2016] Sadeghi: “What do they say about the DFJ stats I sent you regarding the 3% post series A equity share?”
- [December 26, 2016] Sadeghi: “<http://www.slideshare.net/markpeterdavis/vc-bootcamp-by-dfj-gotham-ventures-and-wilson-sonsini-goodrick-rosati/65-Typical Option Grants ulliA very>”
- [December 26, 2016] Li: “it’s 1-3% 😊”
- [December 26, 2016] Li: “but it really depends on the company”
- [December 26, 2016] Li: “the one feedback i got a lot from investors is that they know there is huge interest from other companies in partnering/acquiring, and the field is hot right now, also we haven't shown you our latest update yet 😊”
- [December 26, 2016] Li: “also I don’t think there are any risks 😊”
- [December 26, 2016] Li: “you will be a polar bear with an iron man suit”



2 **Iman Sadeghi**

3 Hmm ... I understand the potential here. But with any potential comes risk hand in hand.

4 What do they say about the DFJ stats I sent you regarding the 3% post series A equity share?

5 Dec 26, 2016 ·



6 **Iman Sadeghi**

7 http://www.slideshare.net/markpeterdavis/vc-bootcamp-by-dfj-gotham-ventures-and-wilson-sonsini-goodrick-rosati/65-Typical_Option_Grants_ulliA_very

8 Dec 26, 2016 ·



9 **Hao Li**

10 it's 1-3% 😊

11 but it really depends on the company

12 the one feedback i got a lot from investors is that they know there is huge interest from other companies in partnering/acquiring, and the field is hot right now, also we haven't shown you our latest update yet 😊

13 also I don't think there are any risks 😊

14 you will be a polar bear with an iron man suit

15 Dec 26, 2016 · Sent from Web

16
17 11. Li's private conversation with Sadeghi on Facebook, dated December 26, 2016:

- 18 • [December 26, 2016] Li: "OMG"
- 19 • [December 26, 2016] Li: "❤️"
- 20 • [December 26, 2016] Li: "do you think you will be able to join us in january already?"
- 21 • [December 26, 2016] Li: "we are aiming for a beta launch in late january"
- 22 • [December 26, 2016] Sadeghi: "Hmmm ... The yearly Google bonus is out Jan 20th."
- 23 • [December 26, 2016] Li: "so u could start in feb?"
- 24 • [December 26, 2016] Li: "that will be still before we launch a PR thing"
- 25 • [December 26, 2016] Li: "I can discuss again with the board, but I would like to offer you for the polar bear heart: 165K + 2.3%"
- 26 • [December 26, 2016] Li: "important thing to notice is that our valuation is already very high for a company in this stage and it s growing lately fast"

- [December 26, 2016] Li: “so current value is 30M especially since we have built all the backend platform for user creation and a tech that is state of the art”

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Hao Li
OMG



do you think you will be able to join us in january already?
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Dec 26, 2016 · Sent from Web



Iman Sadeghi

Hmmm ... The yearly Google bonus is out Jan 20th.

Dec 26, 2016 ·



Hao Li

so u could start in feb?

Dec 26, 2016 · Sent from Web



Hao Li

that will be still before we launch a PR thing

I can discuss again with the board, but I would like to offer you for the polar bear heart:
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important thing to notice is that our valuation is already very high for a company in this stage and it s growing lately fast

so current value is 30M especially since we have built all the backend platform for user creation and a tech that is state of the art

12. Li’s private messages to Sadeghi on Facebook, dated December 26, 2017:

- [December 26, 2016] Li: “Join us!”
- [December 26, 2016] Li: “Pinscreen will grow, I’m sure, you are sure”
- [December 26, 2016] Li: “and you will be able to grow as well, I’m quite sure the reward is bigger than what the other companies, not only in terms of impact but also financially”

← → ↻ 🏠 🔒 Secure | <https://m.facebook.com/messages/read/?fbid=7228737...> ☆



Hao Li

Join us!

Pinscreen will grow, I'm sure, you are sure

and you will be able to grow as well, I'm quite sure the reward is bigger than what the other companies, not only in terms of impact but also financially

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13. Li's private conversation with Sadeghi on Facebook, dated December 26, 2016:

- [December 26, 2016] Sadeghi: "Regarding the offer: thanks for the salary bump. The share % still doesn't feel right to my heart. And I fully understand you have limited resources."
- [December 26, 2016] Li: "How can I hire you?"
- [December 26, 2016] [...]
- [December 26, 2016] Li: "tell me a number"
- [December 26, 2016] [...]
- [December 26, 2016] Li: "[...] I still hope we can make something happen as I'm really excited to get you here. Salaries will of course be increased based on the stage the company will be, as well as bonus will be offered to reward for the work. What i can do in my position is aim for [...]"
- [December 26, 2016] [...]
- [December 26, 2016] Sadeghi: "Share % is more important than the salary. Would it be possible to have a clause to up my share post series A to make up for the dilution?"
- [December 26, 2016] Li: "I can bring it up if you want in the meeting, but think it s better we agree on a number"
- [December 26, 2016] Li: "let me know if you want me to proceed."
- [December 26, 2016] [...]
- [December 26, 2016] Li: "in the end trust your gut feeling and your heart."

- [December 26, 2016] Li: “[...] But we would love to work with you if there is a chance.”



But we would love to work with you if there is a chance.

Li’s private message to Sadeghi on Facebook, dated December 31, 2016:

- [December 31, 2016] Li: “happy new year!”
- [December 31, 2016] Sadeghi: “Happy new year Hao 😊 Hopefully a year full of adventure is coming our way 🎉”
- [December 31, 2016] Li: “yes! it will take a bit for the VC discussions, everyone is on holidays, let s sync a week later when they are back?”
- [December 31, 2016] Li: “i think some want to chat with you as well”
- [December 31, 2016] Sadeghi: “Sure sounds great 😊”



Hao Li
happy new year!

Dec 31, 2016 · Sent from Web



Iman Sadeghi
Happy new year Hao 😊 Hopefully a year full of adventure is coming our way 🎉

Dec 31, 2016 ·



Hao Li
yes! it will take a bit for the VC discussions, everyone is on holidays, let s sync a week later when they are back?

Dec 31, 2016 · Sent from Web



Hao Li
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Dec 31, 2016 · Sent from Web

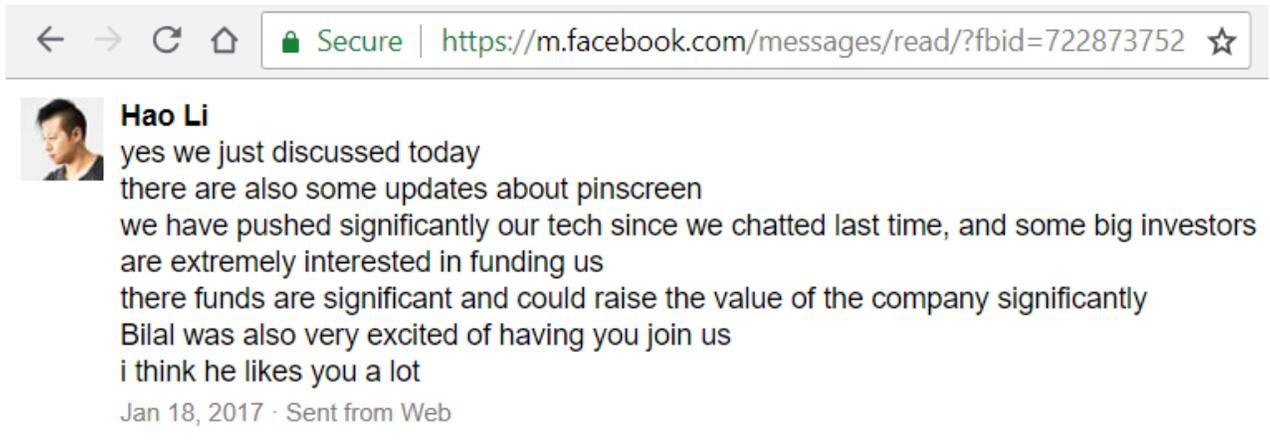


Iman Sadeghi
Sure sounds great 😊

Dec 31, 2016 ·

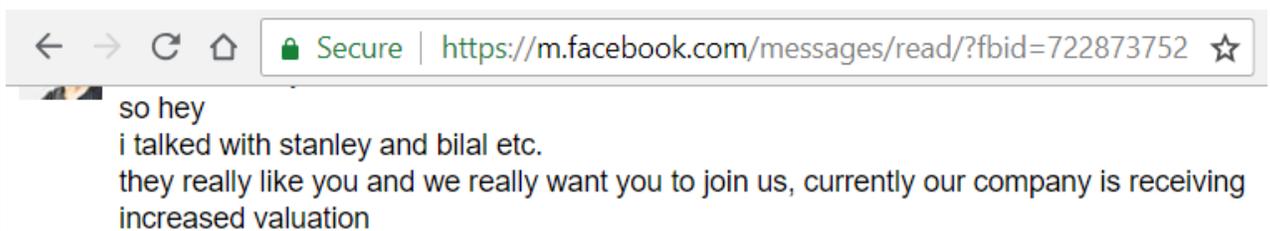
1 15. Li's private messages to Sadeghi on Facebook, dated January 18, 2017:

- 2 • [January 18, 2017] Li: "yes we just discussed today"
- 3 • [January 18, 2017] Li: "there are also some updates about pinscreen"
- 4 • [January 18, 2017] Li: "we have pushed significantly our tech since we chatted last time,
5 and some big investors are extremely interested in funding us"
- 6 • [January 18, 2017] Li: "there funds are significant and could raise the value of the
7 company significantly"
- 8 • [January 18, 2017] Li: "Bilal was also very excited of having you join us"
- 9 • [January 18, 2017] Li: "i think he likes you a lot"



19 16. Li's private messages to Sadeghi on Facebook, dated January 19, 2017:

- 20 • [January 19, 2017] Li: "so hey"
- 21 • [January 19, 2017] Li: "i talked with stanley and bilal etc."
- 22 • [January 19, 2017] Li: "they really like you and we really want you to join us, currently
23 our company is receiving increased valuation"



- 1 • [January 19, 2017] Li: “and also the valuation will increase a lot”
- 2 • [January 19, 2017] Li: “but we would like you to think a little more”
- 3 • [January 19, 2017] Li: “and still consider, since this is a very strong offer”
- 4 • [January 19, 2017] Li: “we are aiming for 50-60M valuation”

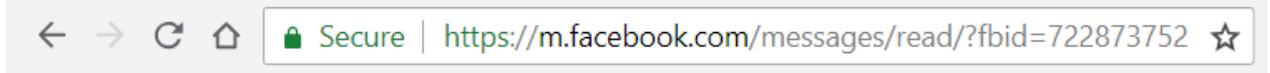
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6 **Hao Li**

7 and also the valuation will increase a lot
8 but we would like you to think a little more
9 and still consider, since this is a very strong offer
10 we are aiming for 50-60M valuation

- 11 • [January 19, 2017] Li: “😏”
- 12 • [January 19, 2017] Li: “please sleep over it”

13  Secure | <https://m.facebook.com/messages/read/?fbid=722873752> ☆



15 **Hao Li**

16 😞
17 please sleep over it
18 Jan 19, 2017 · Sent from Web

19 17. Li’s private message to Sadeghi on Facebook, dated January 19, 2017:

- 20 • [January 19, 2017] Li: “this is the case for many of us, but stanley suggested we should
21 still try to convince you that the offer is good”
- 22 • [January 19, 2017] Li: “i think you should join”

23  Secure | <https://m.facebook.com/messages/read/?fbid=722873752> ☆

24 this is the case for many of us, but stanley suggested we should still try to convince you
25 that the offer is good
26 i think you should join
27 Jan 19, 2017 · Sent from Web

1 18. Li's private message to Sadeghi on Facebook, dated January 21, 2017:

- 2 • [January 21, 2017] Li: "2.2% is what we will offer now, but you will make sure to take
3 a leadership role as VP of engineering (potentially having a more important role than
4 CTO), meaning coordinating teams and also ensuring efficient deliverables, etc. we can
5 discuss details [...]"



7  **Hao Li**
8 2.2% is what we will offer now, but you will make sure to take a leadership role as VP
9 of engineering (potentially having a more important role than CTO), meaning
10 coordinating teams and also ensuring efficient deliverables, etc. we can discuss details

11 19. Li's private message to Sadeghi on Facebook, dated January 22, 2017:

- 12 • [January 22, 2017] Li: "most importantly we need you to help me oversee the technology
13 dev of everyone and push it to the next level"



15  **Hao Li**
16 most importantly we need you to help me oversee the technology dev of everyone and
17 push it to the next level

18 20. The following is the "Stock Option Plan" in Sadeghi's employment contract with Pinscreen
19 and signed by Li and Sadeghi, on January 23, 2017. The full employment contract is available
20 in Exhibit G:

- 21 • "Subject to the approval of the Company's Board of Directors (the 'Board'), the Company
22 shall grant you a stock option covering the number shares of the Company's Common
23 Stock equivalent to 2.3% of the outstanding shares of the Company (the 'Option'). The
24 Option shall be granted as soon as reasonably practicable after the date of this Agreement
25 or, if later, the date you commence full-time Employment. The exercise price per share
26 will be equal to the fair market value per share on the date the Option is granted, as
27 determined by the Company's Board of Directors in good faith compliance with applicable
28

1 guidance in order to avoid having the Option be treated as deferred compensation under
2 Section 409A of the Internal Revenue Code of 1986, as amended. There is no guarantee
3 that the Internal Revenue Service will agree with this value. You should consult with your
4 own tax advisor concerning the tax risks associated with accepting an option to purchase
5 the Company's Common Stock. The term of the Option shall be 10 years, subject to earlier
6 expiration in the event of the termination of your services to the Company. So long as your
7 Employment is continuous, the Option shall vest and become exercisable as follows: 1/4 of
8 the total number of option shares shall vest and become exercisable on the first anniversary
9 of the Option grant date. Thereafter, the unvested shares shall vest quarterly over a three-
10 year period in equal increments. The Option will be an incentive stock option to the
11 maximum extent allowed by the tax code and shall be subject to the other terms and
12 conditions set forth in the Company's 2015 Stock Option Plan (the 'Stock Plan') and in the
13 Company's standard form of Stock Option Agreement (the 'Stock Agreement').”

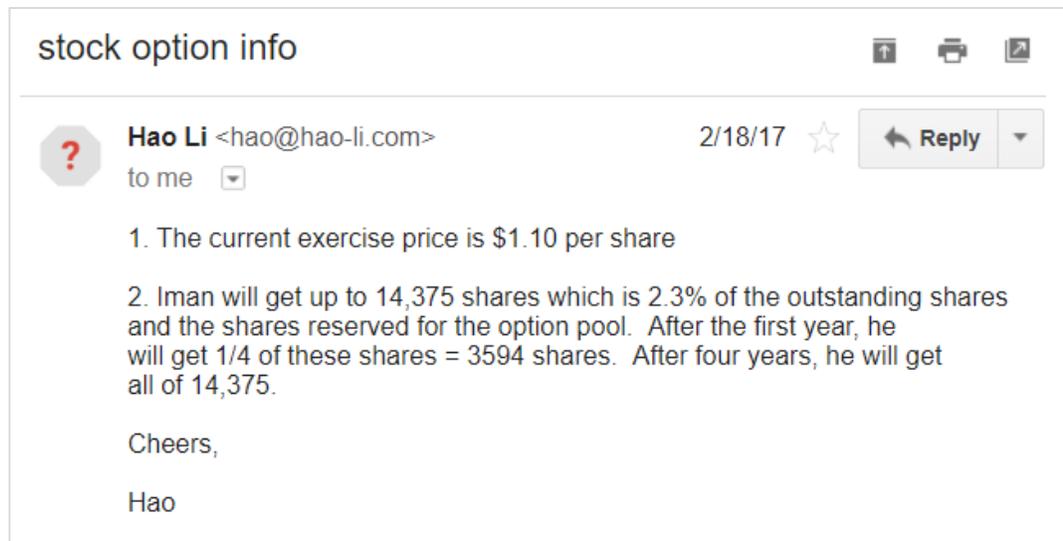
- 14 • “Furthermore, the Company shall negotiate with you in good faith regarding an additional
15 stock option grant following the consummation by the Company of its Series A round of
16 financing to counteract the dilutive effect on you of such financing.”

17 (b) **Stock Option Plan.** Subject to the approval of the Company’s Board of
18 Directors (the “Board”), the Company shall grant you a stock option covering the number shares of
19 the Company’s Common Stock equivalent to 2.3% of the outstanding shares of the Company (the
20 “Option”). The Option shall be granted as soon as reasonably practicable after the date of this
21 Agreement or, if later, the date you commence full-time Employment. The exercise price per share
22 will be equal to the fair market value per share on the date the Option is granted, as determined by
23 the Company’s Board of Directors in good faith compliance with applicable guidance in order to
24 avoid having the Option be treated as deferred compensation under Section 409A of the Internal
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conditions set forth in the Company’s 2015 Stock Option Plan (the “Stock Plan”) and in the
Company's standard form of Stock Option Agreement (the “Stock Agreement”).

Furthermore, the Company shall negotiate with you in good faith regarding an
additional stock option grant following the consummation by the Company of its Series A round of
financing to counteract the dilutive effect on you of such financing.

1 21. Li's private e-mail to Sadeghi, with subject line "Stock Option Info," dated February 18,
2 2017:

- 3 • [February 18, 2017] Li: "1. The current exercise price is \$1.10 per share"
- 4 • [February 18, 2017] Li: "2. Iman will get up to 14,375 shares which is 2.3% of the
5 outstanding shares and the shares reserved for the option pool. After the first year, he will
6 get 1/4 of these shares = 3594 shares. After four years, he will get all of 14,375."
- 7 • [February 18, 2017] Li: "Cheers,"
- 8 • [February 18, 2017] Li: "Hao"



1 **EXHIBIT C**

2 **Li's and Pinscreen's Fraud and Deceit of Sadeghi**

3 1. Li's private conversation with Sadeghi on Facebook, dated January 22, 2017:

- 4 • [January 22, 2017, at 3:39 p.m.] Li: "okay let me show you some shit"
5 • [January 22, 2017, at 3:39 p.m.] Li: "that will get u excited"



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10 • [January 22, 2017, at 3:39 p.m.] Sadeghi: "Cool. Let's see it 😊"
11 • [January 22, 2017, at 3:39 p.m.] Li: [image]
12 • [January 22, 2017, at 3:39 p.m.] Li: "input"
13 • [January 22, 2017, at 3:39 p.m.] Li: "output"
14 • [January 22, 2017, at 3:40 p.m.] Li: [image]
15 • [January 22, 2017, at 3:40 p.m.] Li: "Input"
16 • [January 22, 2017, at 3:40 p.m.] Li: [image]
17 • [January 22, 2017, at 3:40 p.m.] Li: "Output"
18 • [January 22, 2017, at 3:40 p.m.] Li: [image]
19 • [January 22, 2017, at 3:40 p.m.] Li: "ahahaha"
20 • [January 22, 2017, at 3:40 p.m.] Li: "and so on and so on"
21 • [January 22, 2017, at 3:41 p.m.] Li: "we are porting this pipeline to the server right now, so
22 that we don't have to compute everything on our PCs"
23 • [January 22, 2017, at 3:41 p.m.] Li: "cosimo is also done in 2 weeks with UX"
24 • [January 22, 2017, at 3:41 p.m.] Sadeghi: "Wow! This is awesome! 🤖"
25 • [January 22, 2017, at 3:41 p.m.] Li: "and backend"
26 • [January 22, 2017, at 3:41 p.m.] Li: "another urgent item is avatar 2"
27 • [January 22, 2017, at 3:42 p.m.] Li: "we will be working on the real-time face tracking for
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all the navii's"

- [January 22, 2017, at 3:42 p.m.] Li: "okay lemme write the lawyer to get you the contract"
- [January 22, 2017, at 3:43 p.m.] Sadeghi: "Omg! So good! This is well done!"
- [January 22, 2017, at 3:43 p.m.] Sadeghi: "Pre-defined models for eyes and teeth? Autogenerated hair?"
- [January 22, 2017, at 3:43 p.m.] Li: "yes"
- [January 22, 2017, at 3:44 p.m.] Li: "but needs improvement"
- [January 22, 2017, at 3:44 p.m.] Li: "the quality can still be improved"
- [January 22, 2017, at 3:44 p.m.] Li: "and robustness as well"
- [January 22, 2017, at 3:44 p.m.] Li: "we also have tongue animations"
- [January 22, 2017, at 3:44 p.m.] Li: "everything"
- [January 22, 2017, at 3:44 p.m.] Li: "would be cool if we could do something for valentines day ,but not sure if we can make it"
- [January 22, 2017, at 3:45 p.m.] Sadeghi: "I was thinking something like this would be down the road. Very impressive early results."



3 **Iman Sadeghi**
Cool. Let's see it 😊
4 Jan 22, 2017 ·



Hao Li



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13 Jan 22, 2017 · Sent from Web



15 **Hao Li**
input

16 Jan 22, 2017 · Sent from Web



18 **Hao Li**
output



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Hao Li
input

Jan 22, 2017 · Sent from Web



Hao Li



Jan 22, 2017 · Sent from Web



Hao Li
output

Jan 22, 2017 · Sent from Web



Hao Li



Jan 22, 2017 · Sent from Web

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Hao Li
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Jan 22, 2017 · Sent from Web



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Iman Sadeghi
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Pre defined models for eyes and teeth? Autogenerated hair?

Jan 22, 2017 ·



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everything

Jan 22, 2017 · Sent from Web



Hao Li
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Jan 22, 2017 · Sent from Web

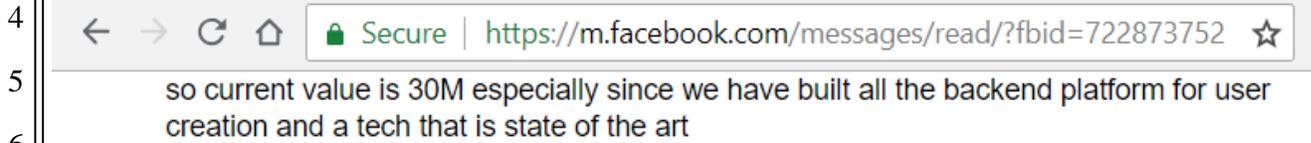


Iman Sadeghi
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Jan 22, 2017 ·

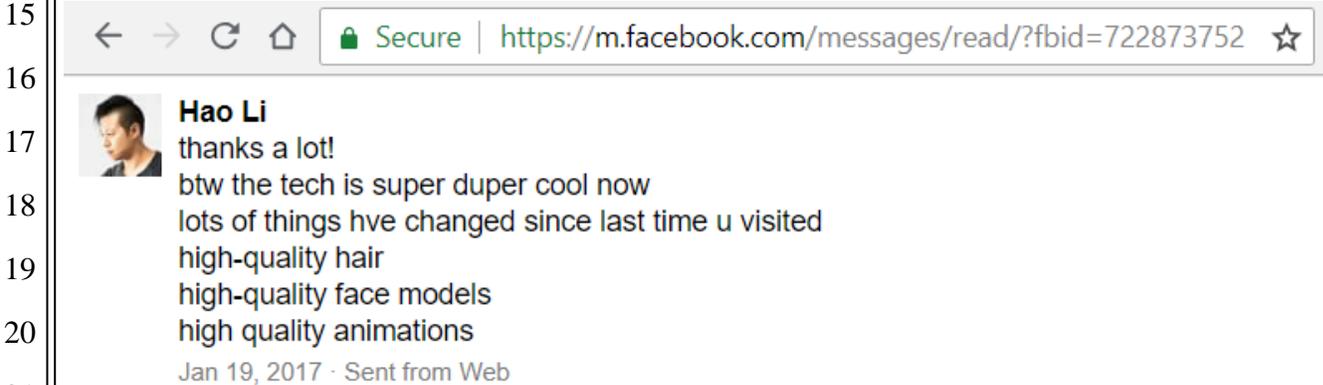
1 2. Li's private message to Sadeghi on Facebook, dated December 26, 2016:

- 2 • [December 26, 2016]: Li: "so current value is 30M especially since we have built all the
3 backend platform for user creation and a tech that is state of the art"



7
8 3. Li's private messages to Sadeghi on Facebook, dated January 19, 2017:

- 9 • [January 19, 2017] Li: "thanks a lot!"
10 • [January 19, 2017] Li: "btw the tech is super duper cool now"
11 • [January 19, 2017] Li: "lots of things hve changed since last time u visited"
12 • [January 19, 2017] Li: "high-quality hair"
13 • [January 19, 2017] Li: "high-quality face models"
14 • [January 19, 2017] Li: "high-quality animations"



1 4. Li's private messages to Sadeghi on Facebook, dated March 1, 2017:

- 2 • [March 1, 2017] Li: "i made a quick eval:"
- 3 • [March 1, 2017] Li: [...]
- 4 • [March 1, 2017] Li: "hair -> shit"
- 5 • [March 1, 2017] Li: "rendering -> shit"
- 6 • [March 1, 2017] Li: "eye ball fitting -> shit"
- 7 • [March 1, 2017] Li: "teeth -> good"
- 8 • [March 1, 2017] Li: "face fitting -> good"
- 9 • [March 1, 2017] Li: "hair segmentation -> good, but query/fitting complete crap"

10  [Secure | https://m.facebook.com/messages/read/?fbid=722873752](https://m.facebook.com/messages/read/?fbid=722873752) 

11 i made a quick eval:
12 Mar 1, 2017 · Sent from Web

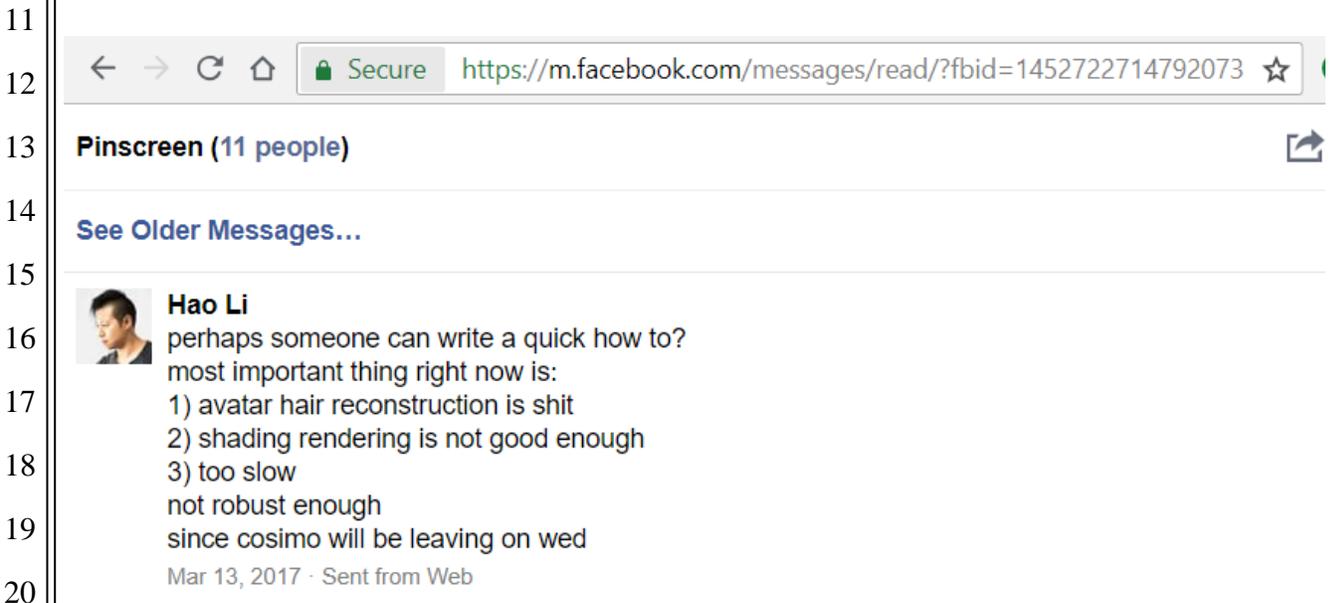
13  **Hao Li**
14 [9:19]
15 [9:19]
16 [9:19]
17 [9:19]
18 [9:19]
19 Mar 1, 2017 · Sent from Web

20  **Hao Li**
21 hao 9:18 AM
22 hair -> shit
23 rendering -> shit
24 eye ball fitting -> shit
25 teeth -> good (edited)
26 face fitting -> good
27 hair segmentation -> good, but query/fitting complete crap

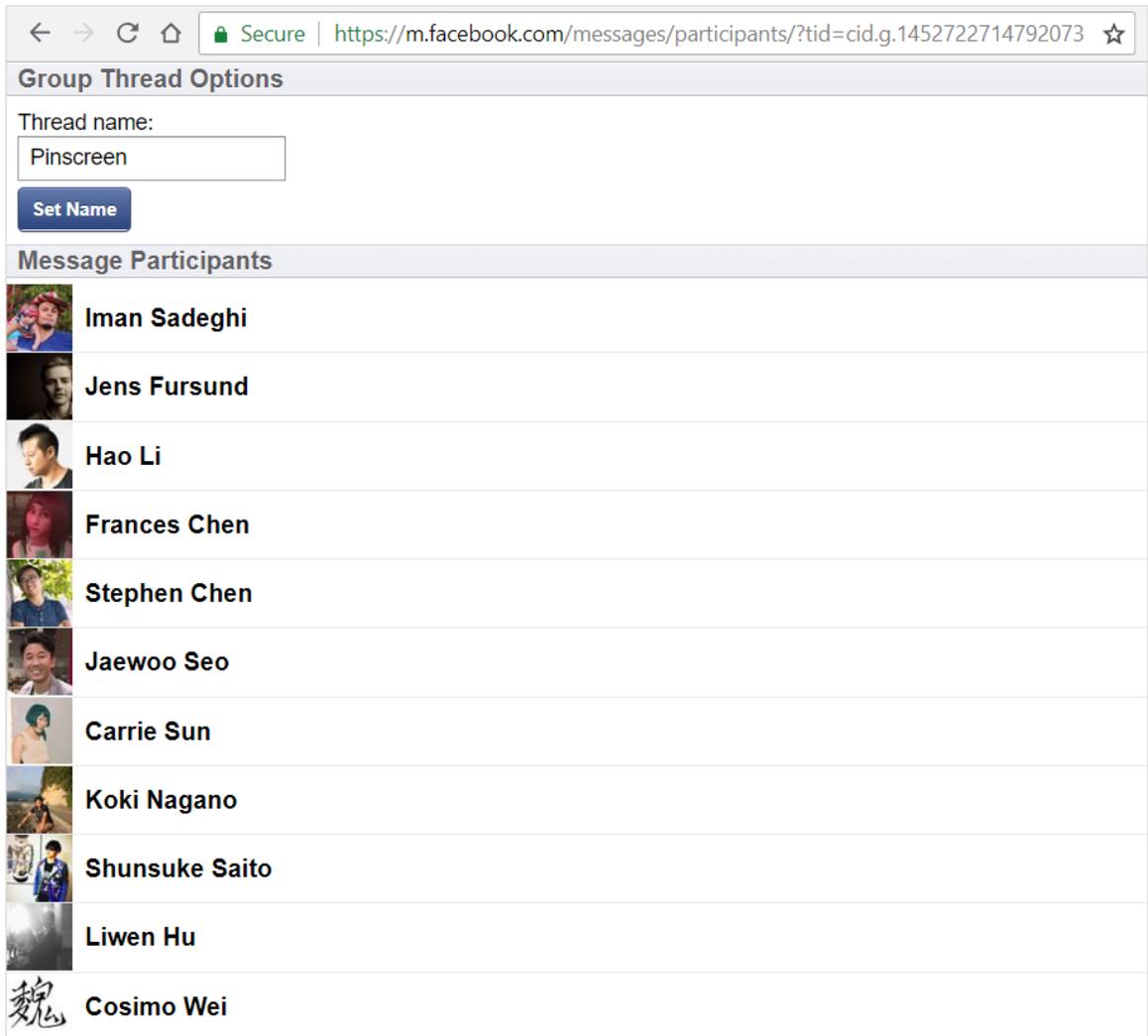
24 hao 9:18 AM
25 hair -> shit
26 rendering -> shit
27 eye ball fitting -> shit
28 teeth -> good (edited)
face fitting -> good
hair segmentation -> good, but query/fitting complete crap

1 5. Li's group messages on the "Pinscreen" Facebook thread with 11 participants, including:
2 Sadeghi, Fursund, Li, Yen-Chun Chen, Stephen Chen, Seo, Sun, Nagano, Saito, Hu, and Wei,
3 dated March 13, 2017:

- 4 • [March 13, 2017] Li: "perhaps someone can write a quick how to?"
- 5 • [March 13, 2017] Li: "most important thing right now is:"
- 6 • [March 13, 2017] Li: "1) avatar hair reconstruction is shit"
- 7 • [March 13, 2017] Li: "2) shading rendering is not good enough"
- 8 • [March 13, 2017] Li: "3) too slow"
- 9 • [March 13, 2017] Li: "not robust enough"
- 10 • [March 13, 2017] Li: "since cosimo will be leaving on wed"



1 The “Pinscreen” Facebook group thread’s 11 participants:

2 The screenshot shows a mobile browser interface for a Facebook group thread. At the top, the address bar displays the URL 'https://m.facebook.com/messages/participants/?tid=cid.g.1452722714792073'. Below the address bar is a section titled 'Group Thread Options' containing a text input field with 'Pinscreen' and a 'Set Name' button. The main section is titled 'Message Participants' and lists 11 individuals, each with a profile picture and name: Iman Sadeghi, Jens Fursund, Hao Li, Frances Chen, Stephen Chen, Jaewoo Seo, Carrie Sun, Koki Nagano, Shunsuke Saito, Liwen Hu, and Cosimo Wei.

19 Sadeghi’s Facebook profile with Facebook ID “imanopolo”:

- 20 • <https://www.facebook.com/imanopolo>

22 Fursund’s Facebook profile with Facebook ID “jens.fursund”:

- 23 • <https://www.facebook.com/jens.fursund>

25 Li’s Facebook profile with Facebook ID “li.hao”:

- 26 • <https://www.facebook.com/li.hao>

28

1 Yen-Chun Chen’s Facebook profile with Facebook ID “frances.yenyen”:

- 2 • <https://www.facebook.com/frances.yenyen>

3

4 Stephen Chen’s Facebook profile with Facebook ID “stephenyhchen”:

- 5 • <https://www.facebook.com/stephenyhchen>

6

7 Seo’s Facebook profile with Facebook ID “jaewoo.seo.5”:

- 8 • <https://www.facebook.com/jaewoo.seo.5>

9

10 Sun’s Facebook profile with Facebook ID “carrieyal”:

- 11 • <https://www.facebook.com/carrieyal>

12

13 Nagano’s Facebook profile with Facebook ID “luminohope”:

- 14 • <https://www.facebook.com/luminohope>

15

16 Saito’s Facebook profile with Facebook ID “shun9981”:

- 17 • <https://www.facebook.com/shun9981>

18

19 Hu’s Facebook profile with Facebook ID “liwen.hu.79”:

- 20 • <https://www.facebook.com/liwen.hu.79>

21

22 Wei’s Facebook profile with Facebook ID “cosimo.dw”:

- 23 • <https://www.facebook.com/cosimo.dw>

24

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1 **EXHIBIT D**

2 **Sadeghi’s Contributions**

3 1. The following is feedback from conference reviewers regarding Pinscreen’s SIGGRAPH
4 2017 Technical Papers submission, which was submitted on January 16, 2017:

- 5
- 6 • “Compared with state-of-the-art avatar generation techniques that all requires multiple
7 images as input, the described system only needs a single image, which makes it more
8 appealing to consumer applications. However, the novelty of the work and the quality of
9 the generated avatars are below the SIGGRAPH standard (see comments below).”

10 Compared with state-of-the-art avatar generation techniques that all requires multiple images
11 as input, the described system only needs a single image, which makes it more appealing to
12 consumer applications. However, the novelty of the work and the quality of the generated
13 avatars are below the SIGGRAPH standard (see comments below).

- 14 • “Results presented in the paper and video are not satisfactory. A lot of disturbing artifacts
15 (e.g. in regions around the silhouette) can be observed in almost all hair models shown in
16 the paper. I seriously doubt if the quality is good enough for games or VR applications. For
17 the comparisons shown in Fig. 11, I'd like to see the full models in the video. I also want to
18 see the comparisons between AutoHair and the present system. It's also necessary to rotate
19 the models to let people see the back side of the models.”

20 Results presented in the paper and video are not satisfactory. A lot of disturbing artifacts
21 (e.g. in regions around the silhouette) can be observed in almost all hair models shown in the
22 paper. I seriously doubt if the quality is good enough for games or VR applications. For the
23 comparisons shown in Fig. 11, I'd like to see the full models in the video. I also want to see
24 the comparisons between AutoHair and the present system. It's also necessary to rotate the
25 models to let people see the back side of the models.

26 2. Question from one of the conference reviewers about Pinscreen’s SIGGRAPH Asia Technical
27 Papers submission, which was submitted on May 23, 2017:

- 28 • “Q: Why the quality is so improved comparing with previous submission.”
- “A: For the hair, our previous submission only used a primitive hair texture rendering
based on Blinn-Phong shading and transparency ordering was not implemented. In this
submission, hair shading has been significantly improved using a variant of Sadeghi 2010

(used in Disney's Tangled) and a correct [...]"

#11

Q: Why the quality is so improved comparing with previous submission.

A: For the hair, our previous submission only used a primitive hair texture rendering based on Blinn-Phong shading and transparency ordering was not implemented. In this submission, hair shading has been significantly improved using a variant of Sadeghi 2010 (used in Disney's Tangled) and a correct

3. A comparison of Pinscreen's digital hair appearance *before* and *after* Sadeghi's contributions to Pinscreen's digital hair appearance:



Input Image

Before

Sadeghi's Contributions to
Pinscreen's Hair Appearance



Pinscreen's Submission to
SIGGRAPH on January 16, 2017

[Rejected]

After

Sadeghi's Contributions to
Pinscreen's Hair Appearance



Pinscreen's Submission to
SIGGRAPH Asia on May 23, 2017

[Accepted]

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Before
Sadeghi's Contributions to
Pinscreen's Hair Appearance



Pinscreen's Submission to
SIGGRAPH on January 16, 2017
[Rejected]

After
Sadeghi's Contributions to
Pinscreen's Hair Appearance



Pinscreen's Submission to
SIGGRAPH Asia on May 23, 2017
[Accepted]

1 4. Sadeghi's contributions regarding Pinscreen's Hair Recognition 2.0:

- 2 • [http://docs.google.com/a/pinscreen.com/document/d/1TbVH6yhIjqvOTz-B_-](http://docs.google.com/a/pinscreen.com/document/d/1TbVH6yhIjqvOTz-B_-qqCSQ7AFHVzl_inbbIB7Bdfb0/edit)
3 [qqCSQ7AFHVzl_inbbIB7Bdfb0/edit](http://docs.google.com/a/pinscreen.com/document/d/1TbVH6yhIjqvOTz-B_-qqCSQ7AFHVzl_inbbIB7Bdfb0/edit)

4
5 Sadeghi's contributions regarding Pinscreen's Hair Recognition 2.0 Training Data:

- 6 • [http://docs.google.com/a/pinscreen.com/document/d/1I_971F8a43_Mn5No_bdG4SXyJGF](http://docs.google.com/a/pinscreen.com/document/d/1I_971F8a43_Mn5No_bdG4SXyJGFm7YIcRjs0V7BkTOk/edit)
7 [m7YIcRjs0V7BkTOk/edit](http://docs.google.com/a/pinscreen.com/document/d/1I_971F8a43_Mn5No_bdG4SXyJGFm7YIcRjs0V7BkTOk/edit)

8
9 5. Li's group messages to Sadeghi and Saito on Skype, dated April 18, 2017:

- 10 • [April 18, 2017] Li: "i shall start earli with this"
11 • [April 18, 2017] Li: "let me tell you"
12 • [April 18, 2017] Saito: "but this semantic constraints could add biggest contribution"
13 • [April 18, 2017] Li: "vi need to find 10 hair cases"
14 • [April 18, 2017] Li: "yes, what i m saying is that we dun need to specify all the details"
15 • [April 18, 2017] Li: "just like when u say FACS"
16 • [April 18, 2017] Li: "u dun say which expressions"
17 • [April 18, 2017] Saito: "yes, that makes sense"
18 • [April 18, 2017] Li: "but first it has to work"
19 • [April 18, 2017] Li: "we need to make sure that people cannot easily implement it"
20 • [April 18, 2017] Li: "maybe we add a lot of things about the hair cutting etc."



☆ Shunsuke Saito, Hao Li

2 participants | https://join.skype.com/NHwDzVCttDpu



Hao Li

Shunsuke Saito

and only use a subset
also we need to give the data to Tuesday, April 18, 2017 at
so that we have real comparison
i shall start earli with this
let me tell you



Shunsuke Saito

but this semantic constraints could add biggest contribution

6:53 PM



Hao Li

vi need to find 10 hair cases
yes, what i m saying is that we dun need to specify all the details
just like when u say FACS
u dun say which expressions

6:53 PM



Shunsuke Saito

yes, that makes sense

6:54 PM



Hao Li

but first it has to work
we need to make sure that people cannot easily implement it
maybe we add a lot of things about the hair cutting etc.

6:54 PM

6. Sadeghi's contributions regarding Pinscreen's System Architecture:

- http://docs.google.com/a/pinscreen.com/document/d/1Efej_qLs_4M3ieA0qotLkQqy40gEF_R- V8pROLIZUY/edit

7. Sadeghi's contributions regarding Pinscreen's Code Health:

- <http://docs.google.com/a/pinscreen.com/document/d/1ozO4Nb-H5b4wy0glQm9k2Q8b60yhgorgC1PdanOjDtQ/edit>

8. Sadeghi's contributions regarding Pinscreen's Codebase Structure:

- <http://docs.google.com/a/pinscreen.com/document/d/1bCNqLQDSuFPxqTReKBR5tIwvXgsj84FpUgvmZEF0C9A/edit>

- 1 9. Sadeghi's contributions regarding Pinscreen's System Security:
- 2 • <http://docs.google.com/a/pinscreen.com/document/d/1w7ow9PW4HTBE5UilkoROQ4h6C>
- 3 [chxQbpoWNXjZZ2WH5c/edit](http://docs.google.com/a/pinscreen.com/document/d/1w7ow9PW4HTBE5UilkoROQ4h6C)
- 4
- 5 10. Sadeghi's contributions regarding Pinscreen's User Interface/User Experience (UI/UX):
- 6 • <http://docs.google.com/a/pinscreen.com/document/d/1w7TLtCK7fTuk1dQIN20e->
- 7 [d48Oxem0O9PsJ1_k-SqzsQ/edit](http://docs.google.com/a/pinscreen.com/document/d/1w7TLtCK7fTuk1dQIN20e-)
- 8
- 9 11. Sadeghi's contributions regarding Pinscreen's Mobile Apps:
- 10 • http://docs.google.com/a/pinscreen.com/document/d/1W2BudSk5fB1IYzCQz0OzL_A080
- 11 [n1vZPGoNCSxf6ICcQ/edit](http://docs.google.com/a/pinscreen.com/document/d/1W2BudSk5fB1IYzCQz0OzL_A080)
- 12
- 13 12. Sadeghi's contributions regarding Pinmojis (i.e. Pinscreen Emojis):
- 14 • <http://docs.google.com/a/pinscreen.com/document/d/1NzwUpKXjYyhGsCHokcRCMTgK>
- 15 [g3OC5ftFgBHIA5IjcgU/edit](http://docs.google.com/a/pinscreen.com/document/d/1NzwUpKXjYyhGsCHokcRCMTgK)
- 16
- 17 13. Sadeghi's planning and coordinating regarding Pinmoji Product Launch deliverables and
- 18 timeline:
- 19 • <http://docs.google.com/a/pinscreen.com/document/d/1iUPehGf9oTnWUV7SRuFnP9QWU>
- 20 [-KEopOvMK-ivdaUqQE/edit](http://docs.google.com/a/pinscreen.com/document/d/1iUPehGf9oTnWUV7SRuFnP9QWU)
- 21
- 22 14. Sadeghi's planning and coordinating regarding Pinscreen's SIGGRAPH 2017 Real-Time
- 23 Live (RTL) deliverables and timeline:
- 24 • <http://docs.google.com/a/pinscreen.com/document/d/1VOY9eDxirYK5NKd8RUaiLuW>
- 25 [mFKpZQKBhfbveqLnAw/edit](http://docs.google.com/a/pinscreen.com/document/d/1VOY9eDxirYK5NKd8RUaiLuW)
- 26
- 27 15. Sadeghi's planning and coordinating regarding Pinscreen's A2 Project deliverables and
- 28 timeline:

- 1 • [http://docs.google.com/a/pinscreen.com/document/d/1po3HvDQQKlIjvaCDveK4wfkP5R](http://docs.google.com/a/pinscreen.com/document/d/1po3HvDQQKlIjvaCDveK4wfkP5Rwa-Rb2RQiJZBoBuow/edit)

3

4 16. Li's private messages to Sadeghi on Skype, dated April 17, 2017:

- 5 • [April 17, 2017] Li: "also might be good to sync with jens about his status"
- 6 • [April 17, 2017] Li: "and make sure he reports to you about what his progress is"

7

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Hao Li



This person has not shared their details with y... | New York, New Y...



10

Contact request sent - [Resend contact request](#)

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17. Sadeghi's group messages on "PinscreenTeamAll" Skype thread, shared with Sadeghi and 14 other participants, including Sun, Wei, Yen-Chun Chen, Kung, Seo, Fursund, Nagano, Hu, Yu, Saito, Xiang, Stephen Chen, and Zhou, on July 14, 2017:

- 19 • [July 14, 2017] Sadeghi: "How do you start your day? 😊"
- 20 • [July 14, 2017] Sadeghi: "Koki Nagano and I are rotating spherical harmonics! 🤖"



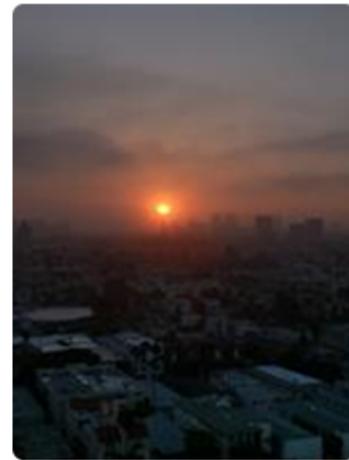
☆ PinscreenTeamAll

14 participants | <https://join.skype.com/L4luq1aWUhl2>



- carrie sun
- Cosimo Wei
- Frances Chen
- Han-Wei Kung
- Hao Li
- Jaewoo Seo
- Jens Fursund
- Koki Nagano
- Liwen Hu
- Ronald Yu
- Shunsuke Saito
- Sitao Xiang
- Stephen Chen
- Yi Zhou

Friday, July 14, 2017



6:19 AM

How do you start your day? 😊

6:19 AM

Koki Nagano and I are rotating spherical harmonics! ⚙️

6:21 AM

Sadeghi’s group message on “PinscreenTeamAll” Skype thread, shared with Sadeghi and 14 other participants, including Sun, Wei, Yen-Chun Chen, Kung, Seo, Fursund, Nagano, Hu, Yu, Saito, Xiang, Stephen Chen, and Zhou, dated July 14, 2017:

- [July 14, 2017] Sadeghi: “Also, Koki and I are still dealing with the Spherical Harmonics issues ...”



☆ PinscreenTeamAll

14 participants | <https://join.skype.com/L4luq1aWUhl2>



- carrie sun
- Cosimo Wei
- Frances Chen
- Han-Wei Kung
- Hao Li
- Jaewoo Seo
- Jens Fursund
- Koki Nagano
- Liwen Hu
- Ronald Yu
- Shunsuke Saito
- Sitao Xiang
- Stephen Chen
- Yi Zhou

Friday, July 14, 2017

Google Sheets - cre...
dots.google.com

Also, Koki and I are still dealing with the Spherical Harmonics issues ...

7:49 AM

Pinscreen employees' group messages on "PinscreenTeamAll" Skype thread, shared with Sadeghi and 14 other participants, including Sun, Wei, Yen-Chun Chen, Kung, Seo, Fursund, Nagano, Hu, Yu, Saito, Xiang, Stephen Chen, and Zhou, dated July 14, 2017:

- [July 14, 2017] Fursund: "Really great results! Awesome you got it to work! And dynamic sh doesn't seem to be a problem at all!"
- [July 14, 2017] Kung: "Congrats 🎉"
- [July 14, 2017] Sadeghi: "It was such an intense night. Koki and I will high five differently after this! 🍷"
- [July 14, 2017] Sadeghi: "Just got home safe. Going to sleep now 😊"
- [July 14, 2017] Li: "awesome thanks for the hard work!"



☆ PinscreenTeamAll

14 participants | <https://join.skype.com/L4luq1aWUh12>



- carrie sun
- Cosimo Wei
- Frances Chen
- Han-Wei Kung
- Hao Li
- Jaewoo Seo
- Jens Fursund
- Koki Nagano
- Liwen Hu
- Ronald Yu
- Shunsuke Saito
- Sitao Xiang
- Stephen Chen
- Yi Zhou

and also Unity's sh shading was wrong in terms of ours
 the video shows the resp
 Friday, July 14, 2017 10:20 AM

Jens Fursund



Really great results! Awesome you got it to work! And dynamic sh doesn't seem to be a problem at all! 10:44 AM

Han-Wei Kung



Congrats 👍 10:56 AM

It was such an intense night! Koki and I will high five differently after this! 🎉
 Just got home safe. Going to sleep now 😊 11:51 AM

Hao Li



awesome thanks for the hard work! 11:53 AM

EXHIBIT E

Li's and Pinscreen's Data Fabrication and Academic Misconduct

1. Li's private conversation with Sadeghi on Facebook, dated February 4, 2017:

- [February 4, 2017] Li: "has been very helpful so far"
- [February 4, 2017] Li: "koki will start officially in may"
- [February 4, 2017] Li: "at least has signed for that"
- [February 4, 2017] Li: "but can work part time in march"
- [February 4, 2017] Li: "however, i m helping him to make sure he can really start in may"
- [February 4, 2017] Li: "because his current phd advisor would block him from graduating if he joins pinscreen"
- [February 4, 2017] Li: "paul debevec is super jealous about what we do here"
- [February 4, 2017] Li: "paul is like trump"
- [February 4, 2017] Sadeghi: "Good to know about the VR politics!"
- [February 4, 2017] Li: "just a bunch of academic losers 😊"

← → ↻ 🏠 🔒 Secure | <https://m.facebook.com/messages/read/?fbid=722873752> ☆

 **Hao Li**
has been very helpful so far
koki will start officially in may
at least has signed for that
but can work part time in march
however, i m helping him to make sure he can really start in may
because his current phd advisor would block him from graduating if he joins pinscreen
paul debevec is super jealous about what we do here
Feb 4, 2017 · Sent from Web

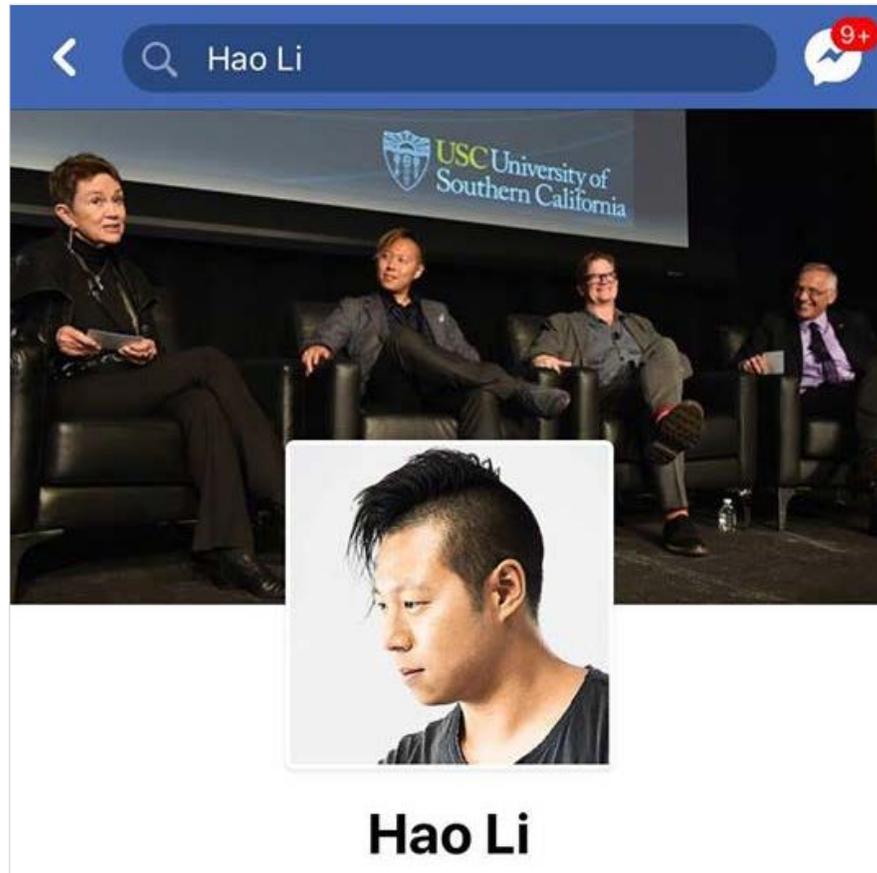
 **Hao Li**
paul is like trump
Feb 4, 2017 · Sent from Web

 **Iman Sadeghi**
Good to know about the VR politics!
Feb 4, 2017 ·

 **Hao Li**
just a bunch of academic losers 😊

1 Li's Facebook profile with Facebook ID "li.hao":

- 2 • <https://www.facebook.com/li.hao>



18 Li's private messages to Sadeghi on Skype, dated June 5, 2017:

- 19 • [June 5, 2017] Li: "because his advisor does not want him to join us"
- 20 • [June 5, 2017] Li: "jernej is jealous"
- 21
22
23
24
25
26
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☆ Hao Li

⓪ This person has not shared their details with y... | New York, New Y...



Contact request sent - Resend contact request

Why does his advisor want him to go to MIT??
Tuesday, June 6, 2017

12:01 AM



because his advisor does not want him to join us
jernej is jealous

12:01 AM

Li's Skype profile with Skype ID "hao.li.ethz":

S Contact profile ✕

☆ Hao Li

⓪ This person has not shared their details with you.

New York, New York, United States

Skype: [hao.li.ethz](#)

Phone: [Add Number](#)

Website
<http://www.hao-li.com/>

Birth date
Saturday, January 17, 1981

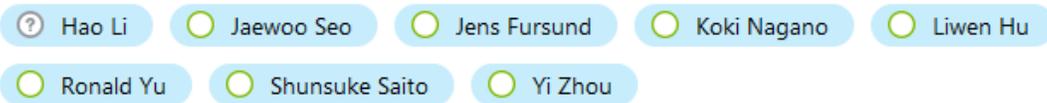
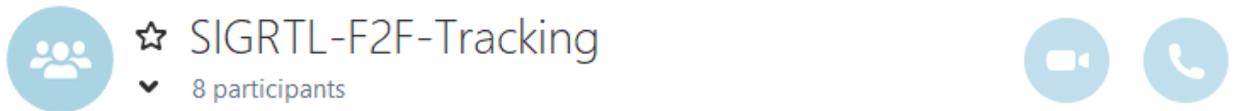
Age
37

Gender
Male

Language
English

1 2. Li's group conversation with Yu on the "SIGRTL-F2F Tracking" Skype thread, shared with
2 Sadeghi and 8 other participants, including Seo, Fursund, Nagano, Hu, Yu, Saito, and Zhou,
3 dated June 21, 2017:

- 4 • [June 21, 2017] Yu: "what do u mean its difficult to say what is good and bad data"
- 5 • [June 21, 2017] Li: "what i mean is that it s not easy to tell how to tweak data to get the
6 results we want"
- 7 • [June 21, 2017] Li: "actually you know what? fuck it"
- 8 • [June 21, 2017] Li: "just tod what you want"
- 9 • [June 21, 2017] Li: "i dun give a shit"
- 10 • [June 21, 2017] Li: "it s a total waste of time discussing with you"



16 and bad data

17 and having everything co Wednesday, June 21, 2017

18 **Ronald Yu**

19 what do u mean its difficult to say what is good and bad data

1:05 AM

20 **Hao Li**

21 what i mean is that it s not easy to tell how to tweak data to get
22 the results we want

1:06 AM

23 actually you know what? fuck it

24 just tod what you want

25 i dun give a shit

26 it s a total waste of time discussing with you

1 Yu's Skype profile with Skype ID "hoolersae":



13

14 3. Li's group messages on "Pinscreen Team" Skype thread, shared with Sadeghi and 9 other

15 participants, including Wei, Yen-Chun Chen, Seo, Fursund, Nagano, Hu, and Saito, dated

16 March 27, 2017:

- 17
- 18 • [March 27, 2017] Li: "but what i m saying is that we should colelc it, then we know something"
 - 19 • [March 27, 2017] Li: "the issue is that we don't have time"
 - 20 • [March 27, 2017] Li: "we should start the collection asap"
 - 21 • [March 27, 2017] Li: "items are:"
 - 22 • [March 27, 2017] Li: "1) classification"
 - 23 • [March 27, 2017] Li: "we have never done this before, so no idea how long that will take"
 - 24 • [March 27, 2017] Li: "2) we dunno if handpicked are good"
 - 25 • [March 27, 2017] Li: "3) we still need hair rendering"
 - 26 • [March 27, 2017] Li: "4) we also need some tracking"
 - 27 • [March 27, 2017] Li: "it s basically 1 day per task"
 - 28 • [March 27, 2017] Li: "if we don't parallelize it, there is no way we can make it"

- 1 • [March 27, 2017] Li: “even if we fake things there is no time”



2
3 ☆ Pinscreen Team

4 ▼ 9 participants | <https://join.skype.com/S7mPXSLmVhsz>



- 5
- 6 ○ Cosimo Wei
 - 7 ○ Frances Chen
 - 8 ○ Hao Li
 - 9 ○ Jaewoo Seo
 - 10 ○ Jens Fursund
 - 11 ○ Koki Nagano
 - 12 ○ Liwen Hu
 - 13 ○ Shunsuke Saito
 - 14 ○ 璿依

8 So lets just see how **Monday, March 27, 2017**

6:33 PM

9 **Hao Li**



10 but what i m saying is that we should colelc it, then we know
11 something

6:33 PM

12 the issue is that we don't have time
13 we should start the collection asap

14 items are:

15 1) classification

16 we have never done this before, so no idea how long that will take

17 2) we dunno if handpicked are good

18 3) we still need hair rendering

19 4) we also need some tracking

20 it s basically 1 day per task

21 if we don't parallelize it, there is no way we can make it

22 even if we fake things there is no time

1 Skype profile with Skype ID “lapislazuli225”:



11

12

13 4. Li’s group conversation with Saito on “RTL Demo (Pinscreen: Creating Performance-Driven

14 Avatars in seconds)” Skype thread, shared with Sadeghi and 6 other participants, including

15 Wei, Fursund, Nagano, Hu, and Saito, dated March 27, 2017:

- 16
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- 20
- [March 27, 2017] Saito: “maybe jens and i can setup meeting to see if it’s even doable”
 - [March 27, 2017] Li: “yes”
 - [March 27, 2017] Li: “we need a feasibility discussion first”
 - [March 27, 2017] Li: “i have doubts for now”
 - [March 27, 2017] Li: “we could build the model on time (via cheating)”
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☆ RTL Demo (Pinscreen: Creating...

▼ 6 participants



○ Cosimo Wei

○ ? Hao Li

○ Jens Fursund

○ Koki Nagano

○ Liwen Hu

○ Shunsuke Saito

It would be as fast as the crappy shader that we have in unity right now.
Monday, March 27, 2017



Shunsuke Saito

maybe jens and i can setup meeting to see if it's even doable

7:57 PM



Hao Li

yes
we need a feasibility discussion first
i have doubts for now
we could build the model on time (via cheating)

7:58 PM

Saito's Skype profile with Skype ID "shunsuke-9981":

Contact profile



☆ Shunsuke Saito

○

足立区, 東京都, Japan

Skype: [shunsuke-9981](#)

Phone: [Add Number](#)

Website
<http://www.facebook.com/shun9981>

Birth date
Sunday, January 6, 1991

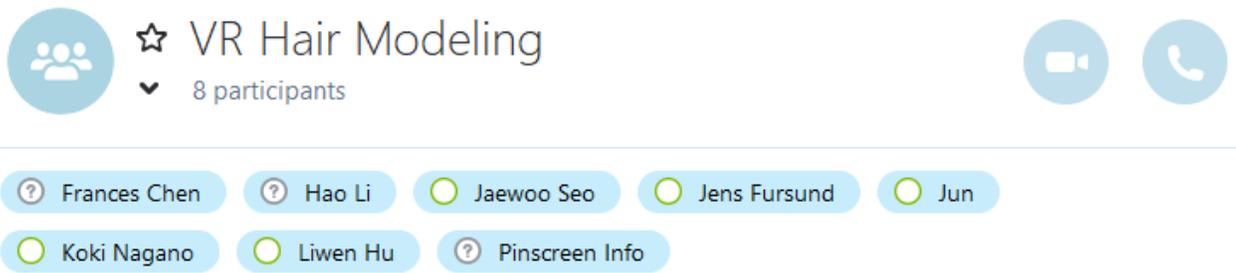
Age
27

Gender
Male

Language
Japanese

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2 5. Li's group messages on "VR Hair Modeling" Skype thread, shared with Sadeghi and 8 other
3 participants, including Yen-Chun Chen, Seo, Fursund, Xing, Nagano, and Hu, dated June 29,
4 2017:

- 5 • [June 29, 2017] Li: "Okay let s push for full pipeline first":
- 6 • [June 29, 2017] Li: "And not fine tune":
- 7 • [June 29, 2017] Li: "I m really worried that nothing will work by tje rehearsal and we have
8 to some shitty cheating again"



14 Will have all the steps for getting the hairs to the server and front
15 end documented to (Thursday, June 29, 2017) automatic.

16 **Hao Li**



17 Okay let s push for full pipeline first

12:51 AM

18 And not fine tune

19 I m really worried that nothing will work by tje rehearsal and we
20 have to some shitty cheating again

1 Xing's Skype profile with Skype ID "junxing2011":



12

13 6. Li's group messages on "PinscreenTeamAll" Skype thread, shared with Sadeghi and 14 other

14 participants, including Sun, Wei, Yen-Chun Chen, Kung, Seo, Fursund, Nagano, Hu, Yu,

15 Saito, Xiang, Stephen Chen, and Zhou, dated May 15, 2017:

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- [May 15, 2017] Li: "our eyes are wrong"
 - [May 15, 2017] Li: "the colors"
 - [May 15, 2017] Li: "we need to use a deep neural net for that"
 - [May 15, 2017] Fursund: "for the SIGAsia paper"
 - [May 15, 2017] Li: "or we just do it manually for siggraph asia for now"
 - [May 15, 2017] Fursund: "do you need unity rendering"
 - [May 15, 2017] Li: "let s do it manually for now"
 - [May 15, 2017] Li: "i think it s the only way"



☆ PinscreenTeamAll

14 participants | <https://join.skype.com/L4luq1aWUhI2>



- carrie sun
- Cosimo Wei
- ? Frances Chen
- Han-Wei Kung
- ? Hao Li
- Jaewoo Seo
- Jens Fursund
- Koki Nagano
- Liwen Hu
- Ronald Yu
- Shunsuke Saito
- Sitao Xiang
- ? Stephen Chen
- Yi Zhou

just trying the first one 😊

anyway

Monday, May 15, 2017

Hao Li



our eyes are wrong
the colors
we need to use a deep neural net for that

2:07 AM

Jens Fursund



for the SIGAsia paper

2:08 AM

Hao Li



or we just do it manually for siggraph asia for now

2:08 AM

Jens Fursund



do you need unity rendering

2:08 AM

Hao Li



let s do it manually for now
i think it s the only way

2:08 AM

1 Fursund's Skype profile with Skype ID "alt_er_ego":



7. Li's group messages on "RTL Demo (Pinscreen: Creating Performance-Driven Avatars in seconds)" Skype thread, shared with Sadeghi and 6 other participants, including Wei, Fursund, Nagano, Hu, and Saito, dated March 27, 2017:

- [March 27, 2017] Li: "it s even better to have not good looking hair real-time than good looking non real-time hair"
- [March 27, 2017] Li: "but we should try to have some hair if we want to try to aim for it"
- [March 27, 2017] Li: "the reconstruction part we probably have no choice but to cheat"



RTL Demo (Pinscreen: Creating...

6 participants | <https://join.skype.com/QxrqJMUmjDyJ>



Cosimo Wei



Hao Li



Jens Fursund



Koki Nagano



Liwen Hu



Shunsuke Saito

new HTML from Iman

Monday, March 27, 2017



Hao Li

it s even better to have not good looking hair real-time than good looking non real-time hair

10:39 PM

but we should try to have some hair if we want to try to aim for it the reconstruction part we probably have no choice but to cheat

8. Li group messages on “PinscreenTeamAll” Skype thread, shared with Sadeghi and 14 other participants, including Sun, Wei, Yen-Chun Chen, Kung, Seo, Fursund, Nagano, Hu, Yu, Saito, Xiang, Stephen Chen, and Zhou, dated May 22, 2017:

- [May 22, 2017] Saito: “is the patch optimization working now?”
- [May 22, 2017] Nagano: “there are several issues in error computation and we are testing a new approach”
- [May 22, 2017] Nagano: “the hair guy is in the dream”
- [May 22, 2017] Wei: “hair guy!”
- [May 22, 2017] Nagano: “he is dead”
- [May 22, 2017] Saito: “oh no.”
- [May 22, 2017] Saito: “hairy guy!!”
- [May 22, 2017] Yen-Chun Chen: “@Hao Li asking @Koki Nagano liwen does the thing work?”
- [May 22, 2017] Yen-Chun Chen: “is @Liwen Hu dead?”
- [May 22, 2017] Nagano: “Liwen is back”
- [May 22, 2017] Nagano: “Jens coded a pipeline to directly output positions in raw from

- 1 unity and we are checking the output is correct or not”
- 2 • [May 22, 2017] Li: “okay guys i just wakey”
- 3 • [May 22, 2017] Li: “what s the status?”
- 4 • [May 22, 2017] Li: “@koki: does it work?”
- 5 • [May 22, 2017] Li: “is the internet fast now?”
- 6 • [May 22, 2017] Hu: “there is another bug”
- 7 • [May 22, 2017] Li: “>_<”
- 8 • [May 22, 2017] Hu: “the gamma correction thing”
- 9 • [May 22, 2017] Li: “can u fix it?”
- 10 • [May 22, 2017] Li: “i knew it”
- 11 • [May 22, 2017] Li: “iuse lineartogamma”
- 12 • [May 22, 2017] Li: “gammatolinear(...)”
- 13 • [May 22, 2017] Hu: “now we are changing uv color to 3d position with Jens’ help”
- 14 • [May 22, 2017] Li: “okay”
- 15 • [May 22, 2017] Hu: “i tired use more bits for the color, it didn’t work. So I set the shader
- 16 output RGB(10, 0, 0) for all the pixel”
- 17 • [May 22, 2017] Li: “aha”
- 18 • [May 22, 2017] Hu: “but once i checked the color of the png in photoshop”
- 19 • [May 22, 2017] Hu: “it tells RGB(3, 0, 0)”
- 20 • [May 22, 2017] Li: “aha”
- 21 • [May 22, 2017] Li: “can u use gammatolinear?”
- 22 • [May 22, 2017] Nagano: “so we are checking the new pipeline which export positions”
- 23 • [May 22, 2017] Nagano: “but if we scale the value properly it might be ok”
- 24 • [May 22, 2017] Li: “will you guys have it in an hour?”
- 25 • [May 22, 2017] Li: “we spent 1 day on it. that s a o;t”
- 26 • [May 22, 2017] Li: “lot”
- 27 • [May 22, 2017] Nagano: “the gamma or something is only off for dark values”
- 28 • [May 22, 2017] Li: “what s the current ETA?”

- 1 • [May 22, 2017] Li: “I need it to see if we shouldn’t do something else?”
- 2 • [May 22, 2017] Li: “we are late by 6 hours”
- 3 • [May 22, 2017] Li: “we almost don’t have time to produce results and write the paper”
- 4 • [May 22, 2017] Li: “if in an hour it’s not working let’s do it manually
- 5 • [May 22, 2017] Li: “and give up on it”
- 6 • [May 22, 2017] Li: “i don’t think we can make it automatic”

7  ☆ PinscreenTeamAll  
 8 ▼ 14 participants | <https://join.skype.com/L4luq1aWUhl2>

9

10  carrie sun  Cosimo Wei  Frances Chen  Han-Wei Kung  Hao Li

11  Jaewoo Seo  Jens Fursund  Koki Nagano  Liwen Hu  Ronald Yu

12  Shunsuke Saito  Sitao Xiang  Stephen Chen  Yi Zhou

13 I was going to ask
 14 if we have hairs we are going Monday, May 22, 2017

15  **Shunsuke Saito** is the patch optimization working now? 1:22 PM

16  **Koki Nagano** there are several issues in error computation and we are testing a new approach the hair guy is in the dream 1:23 PM

17  **Cosimo Wei** 魏 hair guy! 1:23 PM

18  **Koki Nagano** he is dead 1:23 PM

19  **Shunsuke Saito** oh no. hairy guy!! 1:24 PM

20  **Frances Chen** @Hao Li asking @Koki Nagano liwen does the thing work? is @Liwen Hu dead? 1:53 PM

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☆ PinscreenTeamAll

14 participants | <https://join.skype.com/L4luq1aWUhl2>



- carrie sun
- Cosimo Wei
- Frances Chen
- Han-Wei Kung
- Hao Li
- Jaewoo Seo
- Jens Fursund
- Koki Nagano
- Liwen Hu
- Ronald Yu
- Shunsuke Saito
- Sitao Xiang
- Stephen Chen
- Yi Zhou

@hao: asking @koki nagano liwen does the thing work?
 is @Liwen Hu dead? Monday, May 22, 2017

Koki Nagano
 Liwen is back 2:00 PM

Jens coded a pipeline to directly output positions in raw from unity and we are checking the output is correct or not 2:01 PM

Hao Li
 okay guys i just wakey 2:09 PM
 what s the status?
 @koki: does it work?
 is the internet fast now?

Liwen Hu
 there is another bug 2:10 PM

Hao Li
 >_< 2:10 PM

Liwen Hu
 the gamma correction thing 2:10 PM

Hao Li
 can u fix it? 2:10 PM

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☆ PinscreenTeamAll

14 participants | <https://join.skype.com/L4luq1aWUhl2>



- carrie sun
- Cosimo Wei
- Frances Chen
- Han-Wei Kung
- Hao Li
- Jaewoo Seo
- Jens Fursund
- Koki Nagano
- Liwen Hu
- Ronald Yu
- Shunsuke Saito
- Sitao Xiang
- Stephen Chen
- Yi Zhou

Liwen Hu



the gamma correction thing

Monday, May 22, 2017

2:10 PM

Hao Li



can u fix it?
i knew it
i use lineartogamma
gammatolinear(...)

2:10 PM

Liwen Hu



now we are changing uv color to 3d position with Jens' help

2:11 PM

Hao Li



okay

2:11 PM

Liwen Hu



i tired use more bits for the color, it didn't work. So i set the
shader output RGB(10, 0, 0) for all the pixel

2:12 PM

Hao Li



aha

2:12 PM



☆ PinscreenTeamAll

14 participants | <https://join.skype.com/L4luq1aWUhl2>



- carrie sun
- Cosimo Wei
- Frances Chen
- Han-Wei Kung
- Hao Li
- Jaewoo Seo
- Jens Fursund
- Koki Nagano
- Liwen Hu
- Ronald Yu
- Shunsuke Saito
- Sitao Xiang
- Stephen Chen
- Yi Zhou

i tired use more bits for the color, it didn't work. So i set the
 shader output RGB(10, 0, 0) 2:12 PM
 Monday, May 22, 2017

Hao Li



aha

2:12 PM

Liwen Hu



but once i checked the color of the png in photoshop
it tells RGB(3, 0, 0)

2:12 PM

Hao Li



aha

2:12 PM

can u use gammatolinear?

Koki Nagano



so we are checking the new pipeline which export positions
but if we scale the value properly it might be ok

2:15 PM

Hao Li



will you guys have it in an hour?
we spent 1 day on it. that s a o;t
lot

2:15 PM

Koki Nagano



the gamma or something is only off for dark values

2:15 PM

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- carrie sun
- Cosimo Wei
- Frances Chen
- Han-Wei Kung
- Hao Li
- Jaewoo Seo
- Jens Fursund
- Koki Nagano
- Liwen Hu
- Ronald Yu
- Shunsuke Saito
- Sitao Xiang
- Stephen Chen
- Yi Zhou

Koki Nagano

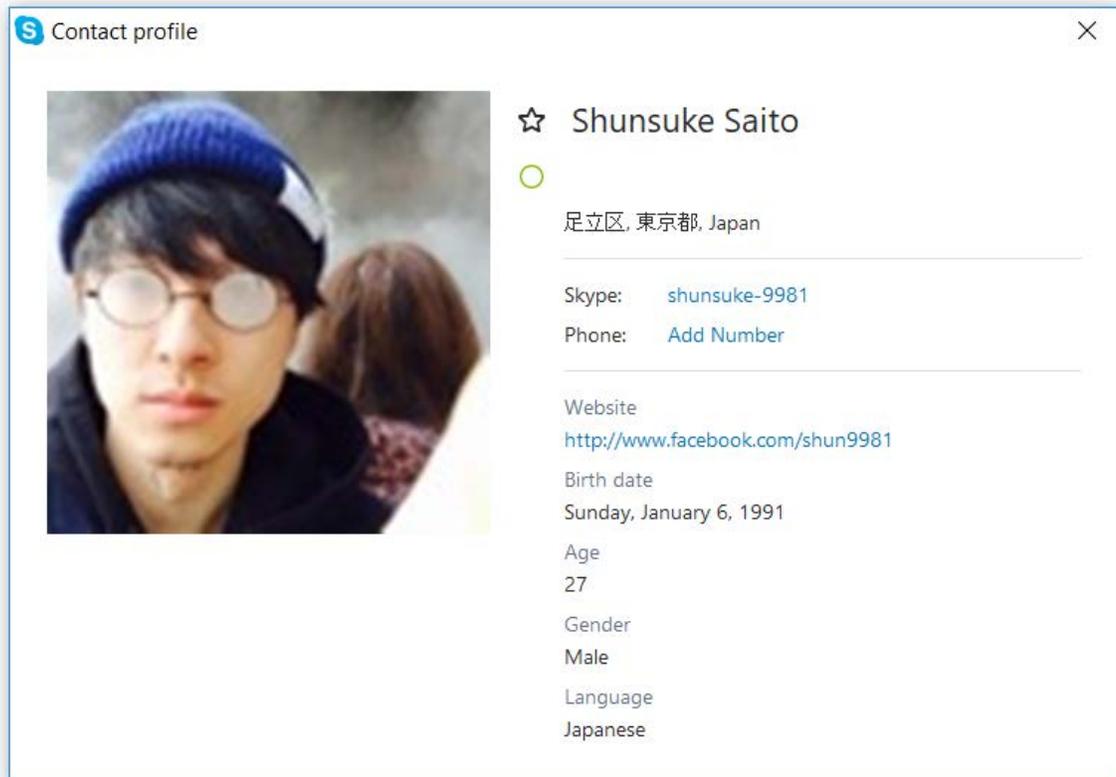
Monday, May 22, 2017 2:15 PM

Hao Li

what s the current ETA?
i need it to see if we shoudn't do something else?
we are late by 6 hours
we almost don't hzve time to produce results and write the paper
if in an hour it s not working let s do it manually
and give up on it
i don't think we can make it automatic

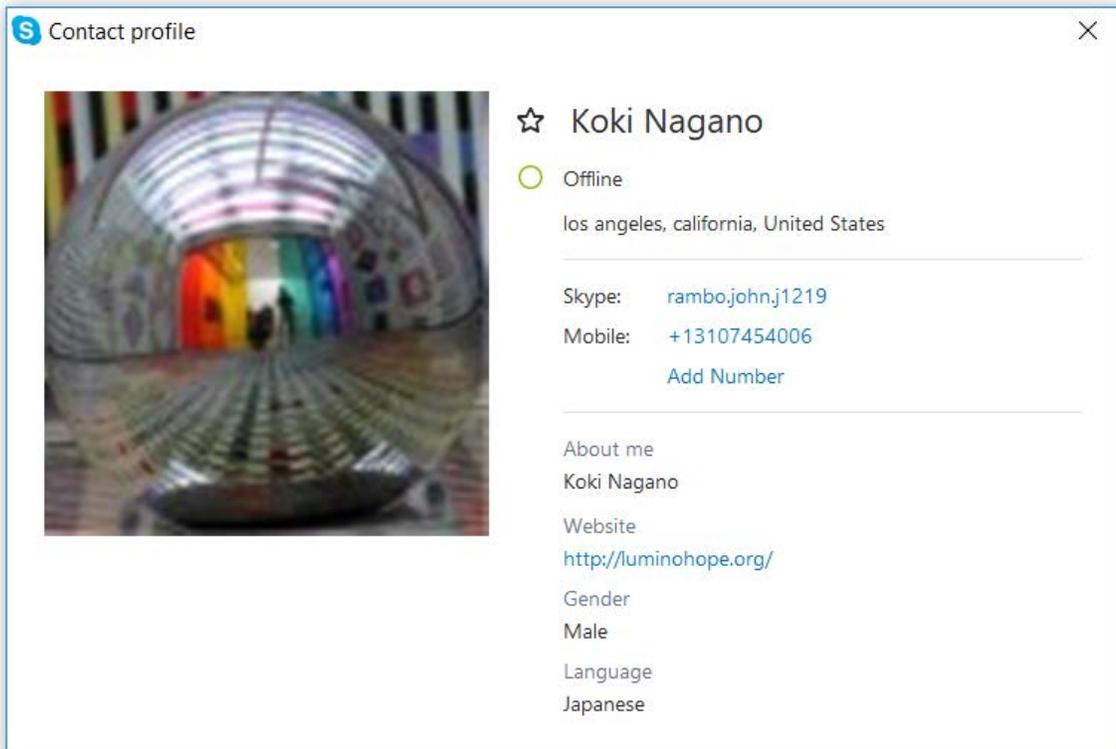
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Saito's Skype profile with Skype ID "shunsuke-9981":



The screenshot shows a Skype contact profile for Shunsuke Saito. On the left is a profile picture of a man wearing a blue beanie and glasses. To the right of the photo, the name "Shunsuke Saito" is displayed with a star icon and a green online status indicator. Below the name, the location "足立区, 東京都, Japan" is listed. Further down, the Skype ID "shunsuke-9981" and a phone number "Add Number" are shown. At the bottom, a website link "http://www.facebook.com/shun9981" is provided, along with birth date "Sunday, January 6, 1991", age "27", gender "Male", and language "Japanese".

Nagano's Skype profile with Skype ID "rambo.john.j1219":



The screenshot shows a Skype contact profile for Koki Nagano. On the left is a profile picture of a colorful, illuminated tunnel. To the right of the photo, the name "Koki Nagano" is displayed with a star icon and a green offline status indicator. Below the name, the location "los angeles, california, United States" is listed. Further down, the Skype ID "rambo.john.j1219" and a mobile number "+13107454006" are shown, with an "Add Number" link below. At the bottom, an "About me" section contains the name "Koki Nagano", a website link "http://luminohope.org/", gender "Male", and language "Japanese".

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Wei's Skype profile with Skype ID "cosimo_dw":

Contact profile

☆ Cosimo Wei

○ Where there's a wall, there's a wiy -- wreck it yourself.

China

Skype: [cosimo_dw](#)

Mobile: [+15159965535](#)
[Add Number](#)

Website
[cosimo.cn](#)

Gender
Male

Language
Chinese

Yen-Chun Chen's Skype profile with Skype ID "layen19":

Contact profile

☆ Frances Chen

ⓘ This person has not shared their details with you.

la, california, United States

Skype: [layen19](#)

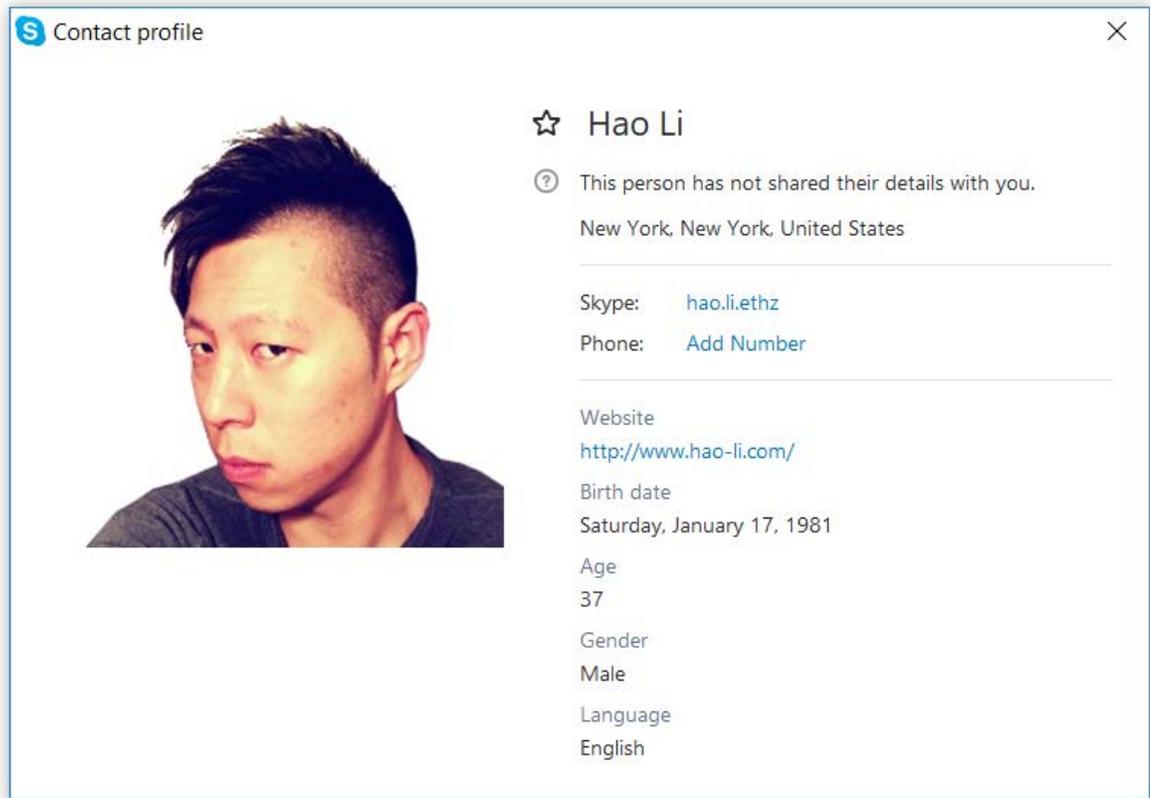
Phone: [Add Number](#)

Birth date
Sunday, April 8, 1984

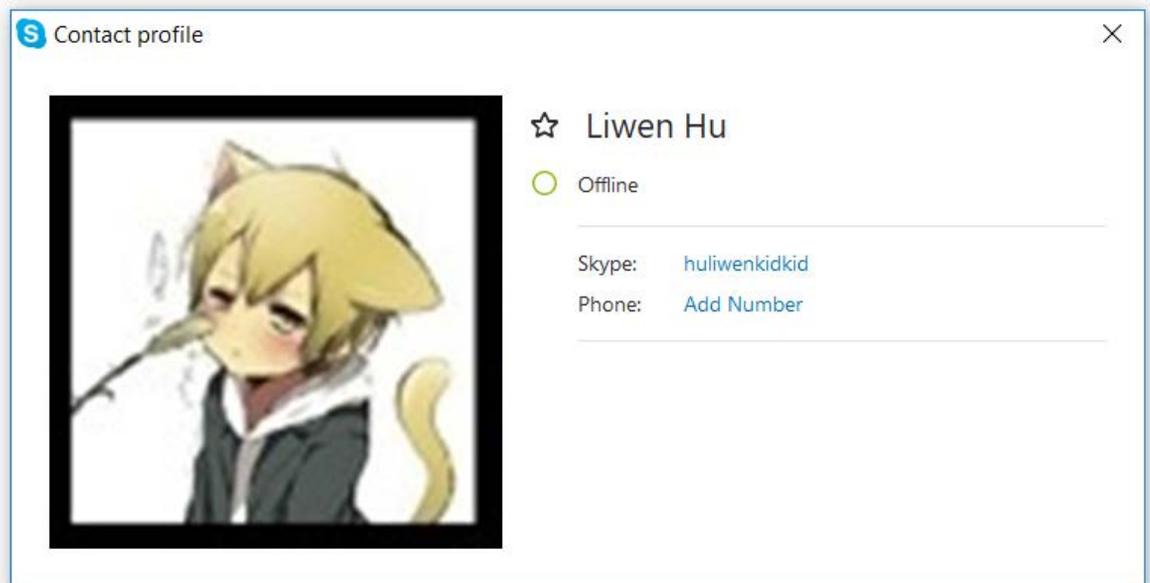
Age
34

Gender
Female

1 Li's Skype profile with Skype ID "hao.li.ethz":



15 Hu's Skype profile with Skype ID "huliwenkidkid":



27 Fursund's Skype profile with Skype ID "alt_er_ego":

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Contact profile



☆ Jens Fursund

Offline

Copenhagen, Denmark

Skype: [alt_er_ego](#)

Phone: [Add Number](#)

Website
[jens.fursund.com](#)

Birth date
Tuesday, May 1, 1984

Age
34

Gender
Male

Sun's Skype profile with Skype ID "live:carrie.k.sun":

Contact profile



☆ carrie sun

Offline

Skype: [live:carrie.k.sun](#)

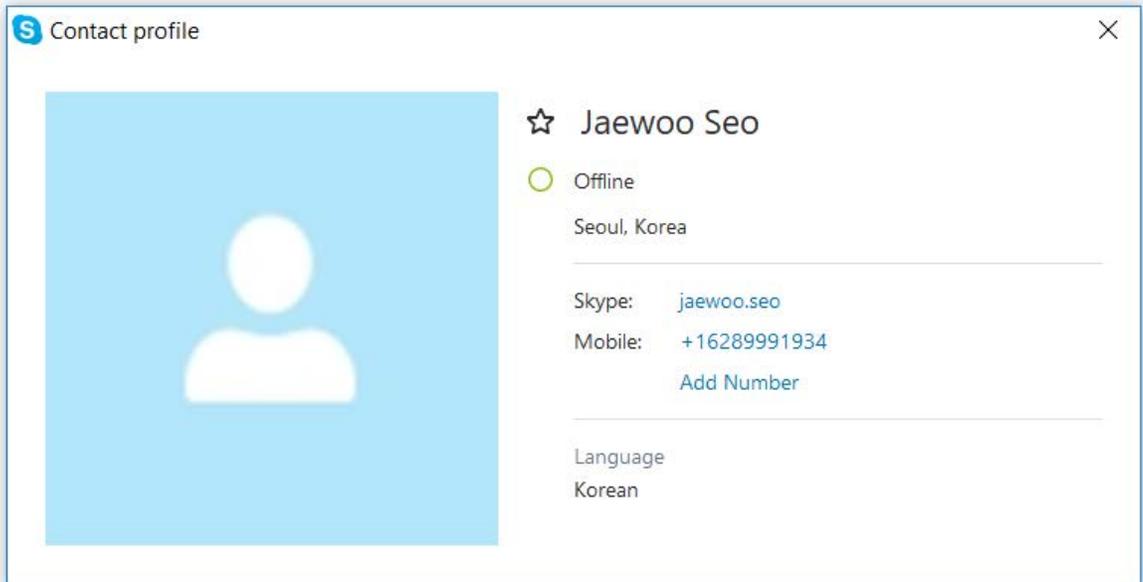
Phone: [Add Number](#)

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Kung's Skype profile with Skype ID "kunglet":



Seo's Skype profile with Skype ID "jaewoo.seo":



1 Yu's Skype profile with Skype ID "hoolersae":



13 Xiang's Skype profile with Skype ID "sitao.xiang":



1 Stephen Chen's Skype profile with Skype ID "syhchen2012":

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Contact profile

☆ Stephen Chen

ⓘ This person has not shared their details with you.

Denver, CO, United States

Skype: syhchen2012

Phone: Add Number

Birth date
Sunday, April 10, 1994

Age
24

12 Zhou's Skype profile with Skype ID "live:zhouyisjtu2012":

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Contact profile

☆ Yi Zhou

○ Offline

Los Angeles, California, United States

Skype: live:zhouyisjtu2012

Phone: Add Number

Gender
Female

Language
English

24 Pinscreen's description of Hair Polystrip Patch Optimization in its SIGGRAPH Asia 2017

25 Technical Papers publication, titled "Avatar Digitization from a Single Image for Real-Time

26 Rendering," published on ACM Digital Library:

- 27
- <https://dl.acm.org/citation.cfm?id=31310887>

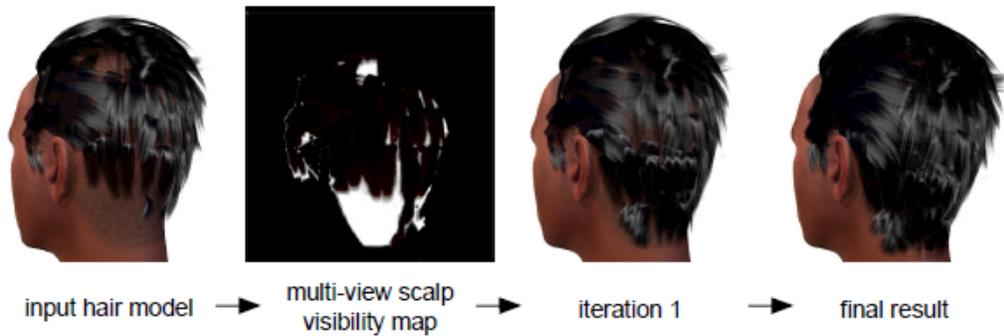


Fig. 8. Our iterative optimization algorithm for polystrip patching.

Polystrip Patching Optimization. With the benefit of having a low computational overhead, a polystrip-based rendering with a bump map and an alpha mask produces locally plausible hair appearance for a wide range of hairstyles. However, such rendering is prone to a lack of scalp coverage, especially for short hairstyles. We propose an iterative optimization method to ensure scalp coverage via patching with minimum increase in the number of triangles.

We measure the coverage by computing the absolute difference between the alpha map in a model view space with and without hair transparency from multiple view points (see Figure 8). Regions with high error expose the scalp surface and need to be covered by additional hair meshes. Without transparency, all polystrips are rendered with alpha value 1.0. When a hair alpha mask is assigned by the hair style classification, the polystrips are rendered via order-independent transparency (OIT), resulting in alpha values of range $[0, 1]$. First, we convert the error map into a binary map by thresholding if the error exceeds 0.5, and apply blob detection on the binary map. Given the blob with highest error, a new polystrip is then placed to cover the area.

We find the k -closest polystrips to the region with the highest error and resample two polystrips within this set so that their average produces a new one that covers this region. We use $k = 6$ for all our examples. The two polystrips are re-sampled so that they have consistent vertex numbers for linear blending. By averaging the polystrips, we can guarantee that the resulting strips are inside the convex hull of the hair region. Thus, our method does not violate the overall hair silhouette after new strips are added. We iterate this process until the highest error has reached a certain threshold or when no more scalp region is visible.

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9. Article published by Venture Square on August 29, 2017:

- Title: “Softbank Ventures Invests in US Graphics Startup Pinscreen”
- <http://www.venturesquare.net/world/softbank-ventures-pinscreen>
- [August 29, 2017] Venture Square: “Softbank Ventures has invested in AI graphics startup Pinscreen in a funding round together with Lux Capital and Colopl Next.”
- [August 29, 2017] Venture Square: “The technology has been recognized by SIGGRAPH, one of the top authorities in the computer graphics industry, as one of the most innovative developments this year.”

10. Li’s private messages to Sadeghi on Skype, dated April 26, 2017:

- [April 26, 2017] Li: “if we just get a techcrunch article on our stuff, then the valuation could be much higher”
- [April 26, 2017] [...]
- [April 26, 2017] Li: “much higher = 5-10x”



☆ Hao Li

ⓧ This person has not shared their det... | New York, New Y...



Contact request sent - [Resend contact request](#)

we are so close to launch

the thing is

Wednesday, April 26, 2017

if we just get a techcrunch article on our stuff, then the valuation could be much higher

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☆ Hao Li

ⓘ This person has not shared their det... | New York, New Y...



Contact request sent - [Resend contact request](#)

which is smethign that we always had
so everyone is playing poker now
Wednesday, April 26, 2017

much higher = 5-10x

Li's private message to Sadeghi on Skype, dated May 22, 2017:

- [May 22, 2017] Li: "techcrunch coverage should be our target"



☆ Hao Li

ⓘ This person has not shared their de... | New York, New Y...



Contact request sent - [Resend contact request](#)

Monday, May 22, 2017



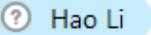
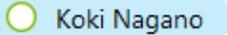
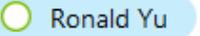
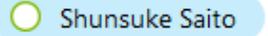
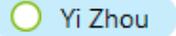
techcrunch coverage should be our target

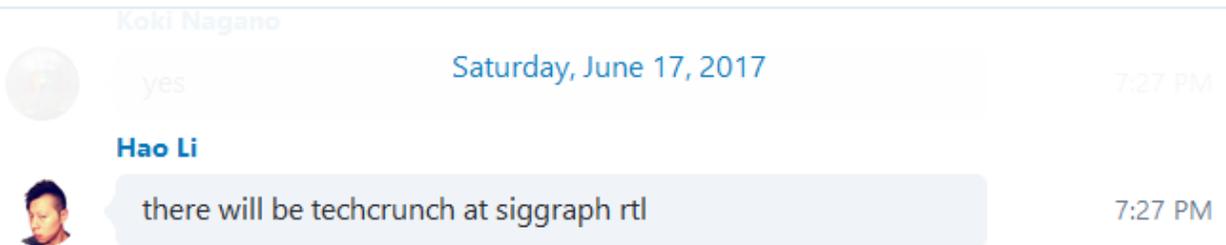
2:36 AM

Li's group message on "SIGRTL-F2F-Tracking" Skype thread, shared with Sadeghi and 8 other participants, including Seo, Fursund, Nagano, Hu, Yu, Saito, and Zhou, dated June 17, 2017:

- [June 17, 2017] Li: "there will be techcrunch at siggraph rtl"



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11. Li's group messages on "RTL Demo (Pinscreen: Creating Performance-Driven Avatars in seconds)" Skype thread, shared with Sadeghi and 6 other participants, including Wei, Fursund, Nagano, Hu, and Saito, dated March 30, 2017:

- [March 30, 2017] Li: "i just interviewed and hired a hair modelerer"
- [March 30, 2017] Li: "he ll try to get us something by tmr this time, or a bit later"
- [March 30, 2017] Li: "and by monday these five hair models"
- [March 30, 2017] Li: [leszek.zip]
- [March 30, 2017] Li: "@imam: can u produce the head model obj files for them?"
- [March 30, 2017] Sadeghi: "@Hao Where are these files from? The meshes are not that nice. Phil's hair:"
- [March 30, 2017] Sadeghi: [image]
- [March 30, 2017] Li: "Liwen computed"
- [March 30, 2017] Li: "I m asking an artist to create them from scratch"
- [March 30, 2017] Li: "And will fix them in parallel"
- [March 30, 2017] Li: "We need to think of a solution, artists are too slow and expensive"
- [March 30, 2017] Li: "I ll ask him create 5 for now"
- [March 30, 2017] Li: "100 euro per hair"

- [March 30, 2017] Li: “3 hours per hair they need”

RTL Demo (Pinscreen... 6 participants

Video call icon Phone icon Add person icon

- Cosimo Wei
- Hao Li
- Jens Fursund
- Koki Nagano
- Liwen Hu
- Shunsuke Saito

Thursday, March 30, 2017

2:03 PM

Hao Li



i just interviewed and hired a hair modeler
he ll try to get us something by tmr this time, or a bit
later
and by monday these five hair models

2:14 PM



leszek.zip
3.9 MB
Cancel

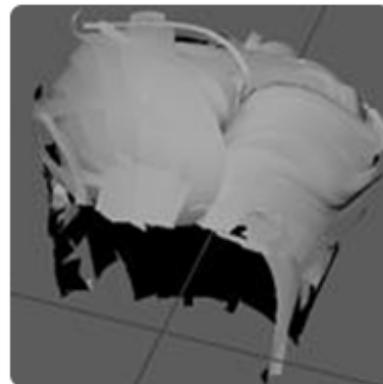
2:15 PM

@imam: can u produce the head model obj files for
them?

2:15 PM

@Hao Where are these files from? The meshes are
not that nice. Phil's hair:

2:28 PM



2:28 PM



★ RTL Demo (Pinscreen...
6 participants



Cosimo Wei



Hao Li



Jens Fursund



Koki Nagano



Liwen Hu



Shunsuke Saito

Thursday, March 30, 2017

Hao Li



Liwen computed

2:54 PM

I m asking an artist to create them from scratch

And will fix them in parallel

We need to think of a solution artists are too slow
and expensive

I ll ask him create 5 for now

100 euro per hair

3 hours per hair they need

Leszek's group messages to Li and Sadeghi on Skype, dated April 18, 2017:

- [April 18, 2017] Sadeghi: "This one seems better! There has been some file confusion!
Would you please send all obj files here 😊"
- [April 18, 2017] Leszek: [Ryan_003.zip]
- [April 18, 2017] Leszek: [Haley_017.zip]
- [April 18, 2017] Leszek: [Cosimo_014.zip]
- [April 18, 2017] Leszek: [Jackie_020.zip]
- [April 18, 2017] Leszek: [Phil_022.zip]

3 This message has been removed Tuesday, April 18, 2017 4:16 PM

4 This one seems better! There has been some file confusion. Would you please send all obj files here 😊 4:16 PM

- 5 **leszek**
- 6 Ryan_003.zip 425 KB 4:16 PM
Cancel
 - 7 Haley_017.zip 439 KB 4:16 PM
Cancel
 - 8 Cosimo_014.zip 447 KB 4:16 PM
Cancel
 - 9 Jackie_020.zip 518 KB 4:16 PM
Cancel
 - 10 Phil_022.zip 488 KB 4:17 PM
Cancel

12 Leszek's Skype profile with Skype ID "spawnie76":

14 S Contact profile X

15 

16 ☆ **leszek**

17 ⓘ This person has not shared their details with you.

18 ludwigsburg, Germany

19 Skype: [spawnie76](#)

20 Phone: [Add Number](#)

21 Birth date

22 Saturday, June 5, 1976

23 Age

24 42

25 Gender

26 Male

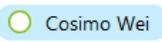
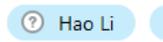
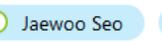
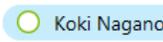
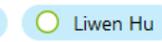
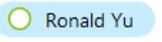
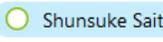
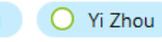
27 Language

28 English

1 12. Li's, Nagano's, and Fursund's group messages on "R&D Weekly" Skype thread, shared with
2 Sadeghi and 10 other participants, including Wei, Seo, Fursund, Nagano, Hu, Yu, Saito,
3 Xiang, and Zhou, dated March 29, 2017:

- 4 • [March 29, 2017] Nagano: "<http://s2016.siggraph.org/content/real-time-live>"
- 5 • [March 29, 2017] Li: "From Previs to Final in Five minutes: A Breakthrough in Live
6 Performance Capture"
- 7 • [March 29, 2017] Li: "Pinscreen: Creating Animated Avatars without Artists in 5 seconds"
- 8 • [March 29, 2017] Li: "Avatar Digitization from a Single Image"
- 9 • [March 29, 2017] Fursund: "Pinscreen: 3D Avatar from a Single Image"
- 10 • [March 29, 2017] Li: "Pinscreen: Creating Performance-Driven Avatars in seconds"
- 11 • [March 29, 2017] [📞 Call ended, duration 1:22:58]

12  ☆ R&D Weekly  
13 ▼ 10 participants

14      
15    

16 Jessica Alba
17 Mila Kunis Wednesday, March 29, 2017

18  **Koki Nagano**
<http://s2016.siggraph.org/content/real-time-live> 12:23 PM

19  **Hao Li**
20 From Previs to Final in Five minutes: A Breakthrough in Live Performance
Capture 12:23 PM
21 Pinscreen: Creating Animated Avatars without Artists in 5 seconds 

22 Avatar Digitization From a Single Image 12:25 PM

23  **Jens Fursund**
Pinscreen: 3D Avatar from a Single Image 12:25 PM

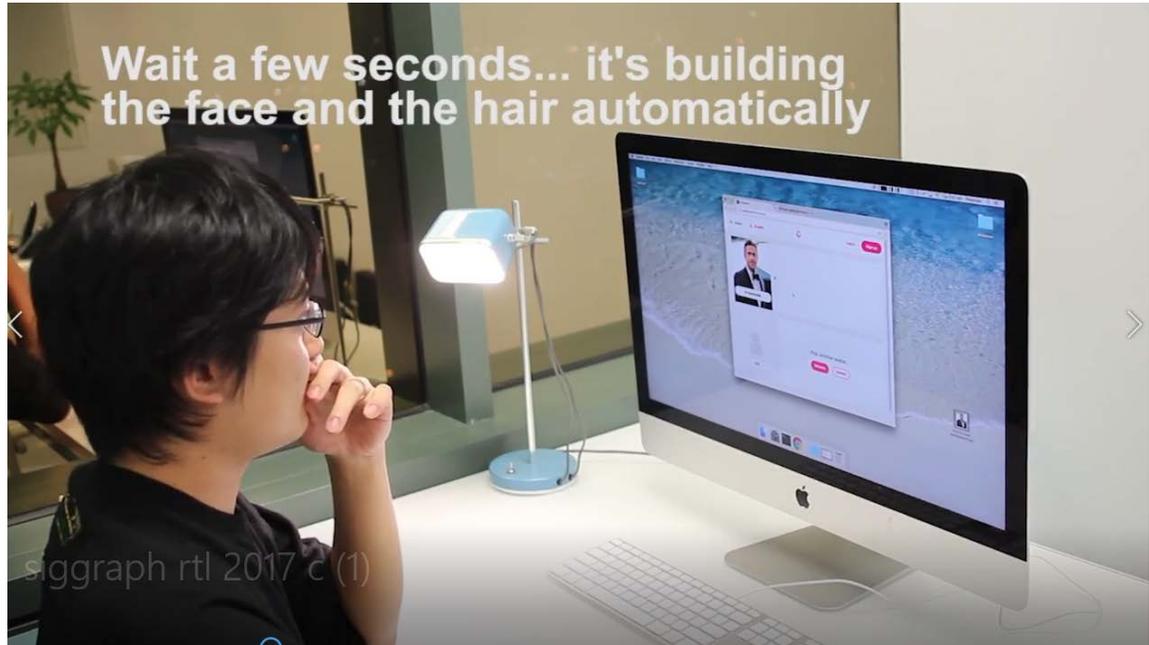
24  **Hao Li**
25 Pinscreen: Creating Performance-Driven Avatars in seconds  12:26 PM

26  Call ended, duration 1:22:58 12:27 PM

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1 Video submitted by Pinscreen to SIGGRAPH RTL, on April 4, 2017:

- 2 • <https://www.youtube.com/watch?v=OZ2O3SXF0tE>
- 3 • “Wait a few seconds ... it’s building the face and the hair automatically.”



13. Li’s group messages on “PinscreenTeamAll” Skype thread, shared with Sadeghi and 14 other participants, including Sun, Wei, Yen-Chun Chen, Kung, Seo, Fursund, Nagano, Hu, Yu, Saito, Xiang, Stephen Chen, and Zhou, dated May 15, 2017:

- 19 • [May 15, 2017] Li: [c118-f118_2-a506-paper-v7.pdf]
- 20 • [May 15, 2017] Li: [506 – Submission Reviews – By Person.pdf]
- 21 • [May 15, 2017] Li: “paper review”
- 22 • [May 15, 2017] Li: “we hhad 7 reviewers”
- 23 • [May 15, 2017] Li: [SIGA17 TODO LIST]
- 24 • [May 15, 2017] Li: “-Evaluate/compare for choice of hair system (comparison to AutoHair)”
- 25 • [May 15, 2017] Li: “-Explain how the eye balls, mouth was chosen”
- 26 • [May 15, 2017] Li: “-Present all the results for 100 tested photos”

- 1 • [May 15, 2017] Li: “-Explain how the chosen blend shapes method affects the animation
- 2 across diverse people”
- 3 • [May 15, 2017] Li: “Present full models, front and back views”
- 4 • [May 15, 2017] Li: “Show comparison to loom.ai”

5  ☆ PinscreenTeamAll  
6 ▼ 14 participants | <https://join.skype.com/L4luq1aWUhl2>

8  carrie sun  Cosimo Wei  Frances Chen  Han-Wei Kung  Hao Li
9  Jaewoo Seo  Jens Fursund  Koki Nagano  Liwen Hu  Ronald Yu
10  Shunsuke Saito  Sitao Xiang  Stephen Chen  Yi Zhou

11 Koki Nagano
12  oh wow it works Monday, May 15, 2017 1:41 AM

13

14 **Hao Li** 

15  c118-f118_2-a506-paper-v7.pdf 1:41 AM
10.3 MB
Cancel

16

17  506 - Submission Reviews - By Person.pdf 1:42 AM
80 KB
Cancel

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19  paper review 1:43 AM
we hhad 7 reviewers

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☆ PinscreenTeamAll

▼ 14 participants



- carrie sun
- Cosimo Wei
- ? Frances Chen
- Han-Wei Kung
- ? Hao Li
- Jaewoo Seo
- Jens Fursund
- Koki Nagano
- Liwen Hu
- Ronald Yu
- Shunsuke Saito
- Sitao Xiang
- ? Stephen Chen
- Yi Zhou

Monday, May 15, 2017

paper review

1:43 AM

we hhad 7 reviewers

We thank the reviewers for their insightful comments and feedback. While we see some polarized scores and impressions of our work, we would like to clarify the main concerns in this rebuttal and propose an improved presentation of the results and the paper for the next revision.

** Results Quality **

While reviewers 18 and 79 seem to be impressed by the results, reviewer 42 is less satisfied by the final renderings, raising concerns about artifacts around the hair silhouette. As observed by reviewer 18, we target real-time applications and developed the first hair reconstruction pipeline that produces entire hair models for strip-based rendering, which is significantly more efficient than rendering individual strands for most game engines.

While not part of our contribution, our submission only used a primitive hair texture rendering based on Blinn-Phong shading and transparency ordering was not implemented during the submission. The current implementation uses the same reconstruction pipeline as in the submission, but the hair shading has been significantly improved using a variant of Saitoh's 2010 (used in Disney's Tangled) and a correct implementation of the hair shading. We would like to point out that the hair meshes and textures as of recent high-end games, and that artifacts around hair boundaries were due to the limited rendering capabilities in the submission (mainly caused by incorrect shading models). We believe that these improvements would address the concerns of reviewer 42.

We have also compared our current system with results obtained by the commercial system of loom.ai

1:49 AM

- Evaluate/compare for choice of hair system (comparison to AutoHair)
- Explain how the eye balls, mouth was chosen
- Present all the results for 100 tested photos
- Explain how the chosen blend shapes method affects the animation across diverse people
- Present full models, front and back views
- Show comparison to loom.ai

1:49 AM

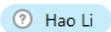
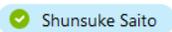
14. Li's group messages to Sadeghi and Saito on Skype, dated April 18, 2017:

- [April 18, 2017] Li: "hey shunsuke"
- [April 18, 2017] Li: "for siggraph asia"
- [April 18, 2017] Li: "we need 100 fitted faces"
- [April 18, 2017] Li: "do u think u can prepare a database for benchmarking"
- [April 18, 2017] Li: "based on what we have?"
- [April 18, 2017] Saito: "sure"

- 1 • [April 18, 2017] Li: “then we can aim for that too, so the others can focus on hair”
- 2 • [April 18, 2017] Li: “so maybe it would be good to select 100 faces and we have similar
- 3 hairstyles that correspond to our selection thing”
- 4 • [April 18, 2017] Li: “then i have an artist create all 100 hairs”
- 5 • [April 18, 2017] Li: “ahahaha”

6  ☆ Shunsuke Saito, Hao Li  

7 2 participants | <https://join.skype.com/NHwDzVcttDpu>

8  Hao Li  Shunsuke Saito

9 *Cool, Cool:*

So we would need just a n **Tuesday, April 18, 2017** Jens and Cosimo needed help with the eye color or the blend shapes 😊



Hao Li

hey shunsuke
for siggraph asia
we need 100 fitted faces
do u think u can prepare a database for benchmarking
based on what we have?

6:49 PM



Shunsuke Saito

sure

6:50 PM

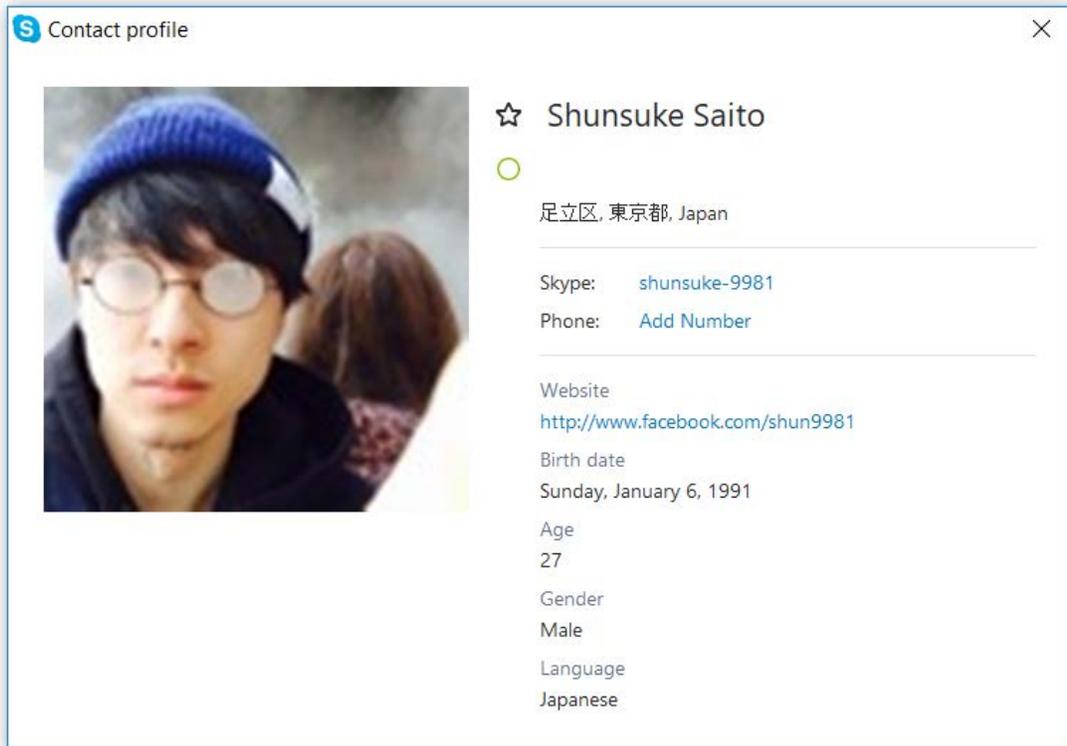


Hao Li

then we can aim for that too, so the others can focus on hair
so maybe it would be good to select 100 faces and we have similar hairstyles
that correspond to our selection thing
then i have an artist create all 100 hairs
ahahaha

6:50 PM

1 Saito's Skype profile with Skype ID "shunsuke-9981":



15. Li's private messages to Sadeghi on Skype, dated May 17, 2017:

- 16
- 17
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- 20
- [May 17, 2017] Li: "High Priority"
 - [May 17, 2017] Li: [...]
 - [May 17, 2017] Li: "11) hao: get hair models for all 100 results (hard)"
 - [May 17, 2017] Li: [...]



☆ Hao Li

⊙ This person has not shared their details with y... | New York, New Y...



Contact request sent - [Resend contact request](#)

works

Wednesday, May 17, 2017

we might need to label those in our database

High Priority

2:55 AM

- 1) cosimo: add pinscreen database classification into training (easy)
- 2) cosimo: train hair classifier (easy, needs 20)
- 4) cosimo: synthesize hair textures (medium, needs 9)
- 5) liwen: do hair UV mapping (medium)
- 6) liwen: duplicate hair strips + perturbation (medium)
- 7) liwen: deformation pipeline (hard)
- 8) shunsuke: train hair segmentation using pinscreen face database (easy, but needs 21)
- 9) iman: create script to batch process all face models in Pinscreen Face Database (easy)
- 10) iman: figure out target hair textures for high quality hair strip rendering (straight, curly, wavy, dreadlocks, afro) (hard)
- 11) hao: get hair models for all 100 results (hard)
- 12) hao: get comparison from kun zhou (easy)
- 13) hao: do video/write paper (medium)
- 14) iman: help write paper hair part (medium)
- 15) jens: create grey faces and improved face texture shading, black and white bg (easy)
- 20) frances: help label the 100 input images (easy, needs 1)
- 21) frances: help segment hair models (easy)

Medium Priority

- 3) cosimo: add photorealistic synthesis (CVPR 2017 paper)

1 Li's group conversation with Fursund on "PinscreenTeamAll" Skype thread, shared with
2 Sadeghi and 14 other participants, including Sun, Wei, Yen-Chun Chen, Kung, Seo, Fursund,
3 Nagano, Hu, Yu, Saito, Xiang, Stephen Chen, and Zhou, dated May 17, 2017:

- 4 • [May 17, 2017] Li: "High Priority"
- 5 • [May 17, 2017] Li: [...]
- 6 • [May 17, 2017] Li: "11) hao: get hair models for all 100 results (hard)"
- 7 • [May 17, 2017] Li: [...]
- 8 • [May 17, 2017] Li: "jens: might get baby on weekend (or before)"
- 9 • [May 17, 2017] Fursund: "(or before)"
- 10 • [May 17, 2017] Fursund: "I think 9, 11 I can definitely do as well"
- 11 • [May 17, 2017] Li: "i think iman should be done with 9"
- 12 • [May 17, 2017] Fursund: "cool"
- 13 • [May 17, 2017] Li: "how can i do 11?"
- 14 • [May 17, 2017] Li: "u can model in 3D?"
- 15 • [May 17, 2017] Fursund: "arh! 😊"
- 16 • [May 17, 2017] Fursund: "no"
- 17 • [May 17, 2017] Fursund: "sorry"
- 18 • [May 17, 2017] Li: "so basically i need to create 3D hair models for 100 people"
- 19 • [May 17, 2017] Li: "or get 3D modelers to do it"
- 20 • [May 17, 2017] Fursund: "you meant get from 3D artis?"
- 21 • [May 17, 2017] Li: "yes"

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☆ PinscreenTeamAll

14 participants | <https://join.skype.com/L4luq1aWUhl2>



- carrie sun
- Cosimo Wei
- ? Frances Chen
- Han-Wei Kung
- ? Hao Li
- Jaewoo Seo
- Jens Fursund
- Koki Nagano
- Liwen Hu
- Ronald Yu
- Shunsuke Saito
- Sitao Xiang
- ? Stephen Chen
- Yi Zhou

good

perhaps koki can do 3) add pinscreen database classification into training

Wednesday, May 17, 2017

sorted with priority

2:38 AM

High Priority

- 1) cosimo: add pinscreen database classification into training
- 2) cosimo: train hair classifier
- 4) cosimo: synthesize hair textures
- 5) liwen: do hair UV mapping
- 6) liwen: duplicate hair strips + pertubation
- 7) liwen: deformation pipeline
- 8) shunsuke: segmentation using pinscreen face database
- 9) iman: create script to batch process all face models in Pinscreen Face Database
- 10) iman: figure out target hair textures for high quality hair strip rendering (straight, curly, wavy, dreadlocks, afro)
- 11) hao: get hair models for all 100 results
- 12) hao: get comparison from kun zhou
- 13) hao: do video/write paper
- 14) iman: help write paper hair part
- 15) jens: create grey faces and improved face texture shading, black and white bg



☆ PinscreenTeamAll

14 participants | <https://join.skype.com/L4luq1aWUhl2>



- carrie sun
- Cosimo Wei
- ⊙ Frances Chen
- Han-Wei Kung
- ⊙ Hao Li
- Jaewoo Seo
- Jens Fursund
- Koki Nagano
- Liwen Hu
- Ronald Yu
- Shunsuke Saito
- Sitao Xiang
- ⊙ Stephen Chen
- Yi Zhou

Wednesday, May 17, 2017

14) iman: help write paper hair part
15) jens: create grey faces and improved face texture shading, black

and white bg

20) frances: help label the 100 input images

Medium Priority

3) cosimo: add photorealistic synthesis (CVPR 2017 paper)

17) koki: support with system evaluation

19) jaewoo: implement avatar retargeting (generate anim curves for head capture)

Low Priority

16) koki: get ICT images

18) koki: remove black line on the back of head

constraints: cosimo at adobe (but can work on this paper until the deadline from adobe), shunsuke at oculus (can only work after work)

iman (gone friday to sunday and tuesday)



jens: might get baby on weekend (or before)





☆ PinscreenTeamAll

14 participants | <https://join.skype.com/L4luq1aWUhl2>



- carrie sun
- Cosimo Wei
- ⊙ Frances Chen
- Han-Wei Kung
- ⊙ Hao Li
- Jaewoo Seo
- Jens Fursund
- Koki Nagano
- Liwen Hu
- Ronald Yu
- Shunsuke Saito
- Sitao Xiang
- ⊙ Stephen Chen
- Yi Zhou

deadline from adobe), shunsuke at oculus (can only work after work)

Wednesday, May 17, 2017

iman (gone friday to sunday and tuesday)

jens: might get baby on weekend (or before)

Jens Fursund

(or before)

2:40 AM

I think 9, 11 I can definitely do as well

2:41 AM

Hao Li

i think iman should be done with 9

2:41 AM

Jens Fursund

cool

2:41 AM

Hao Li

how can i do 11?

2:41 AM

u can model in 3D?

Jens Fursund

arh! 😊

2:42 AM

no

sorry



☆ PinscreenTeamAll

14 participants | <https://join.skype.com/L4luq1aWUh2>



- carrie sun
- Cosimo Wei
- Frances Chen
- Han-Wei Kung
- Hao Li
- Jaewoo Seo
- Jens Fursund
- Koki Nagano
- Liwen Hu
- Ronald Yu
- Shunsuke Saito
- Sitao Xiang
- Stephen Chen
- Yi Zhou



cool

Wednesday, May 17, 2017

2:41 AM

Hao Li



how can i do 11?
u can model in 3D?

2:41 AM

Jens Fursund



arh! 😊
no
sorry

2:42 AM

Hao Li



so basically i need to create 3D hair models for 100 people
or get 3D modelers to do it

2:42 AM

Jens Fursund



you meant get from 3d artis?

2:42 AM

Hao Li



yes

2:42 AM

1 Fursund's Skype profile with Skype ID "alt_er_ego":



14

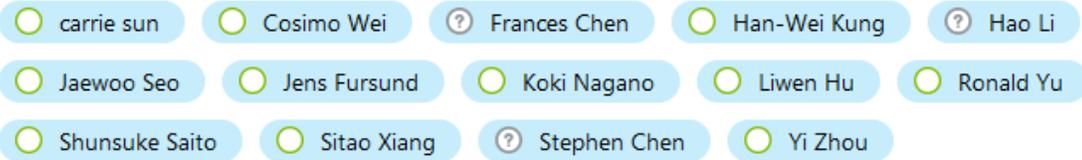
15 16. Li's group messages on "PinscreenTeamAll" Skype thread, shared with Sadeghi and 14 other

16 participants, including Sun, Wei, Yen-Chun Chen, Kung, Seo, Fursund, Nagano, Hu, Yu,

17 Saito, Xiang, Stephen Chen, and Zhou, dated May 18, 2017:

- 18
- [May 18, 2017] Li: "okay so i m generating all the avatars"
 - [May 18, 2017] Li: "we need someone to manually fix all the eye colors"
- 19
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1  2
 3 ☆ PinscreenTeamAll
 4 14 participants | <https://join.skype.com/L4luq1aWUhl2>  

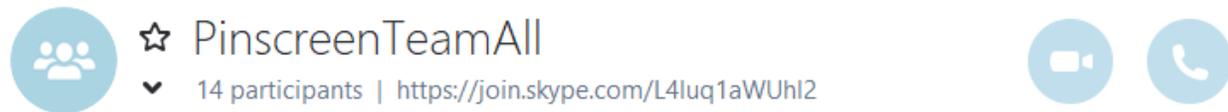
- 5 

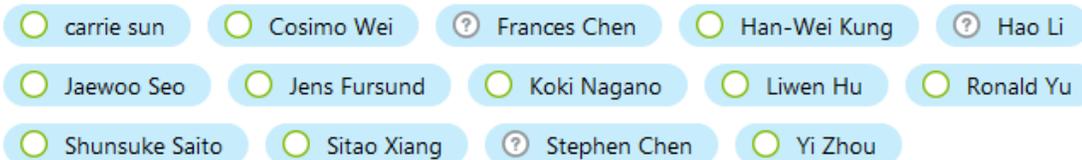
6
 7 Thursday, May 18, 2017
 8 Thursday, May 18, 2017

9  **Hao Li**
 10 okay so i m generating all the avatars 12:00 AM
 11 we need someone to manually fix all the eye colors

12 17. Li's group message on "PinscreenTeamAll" Skype thread, shared with Sadeghi and 14 other
 13 participants, including Sun, Wei, Yen-Chun Chen, Kung, Seo, Fursund, Nagano, Hu, Yu,
 14 Saito, Xiang, Stephen Chen, and Zhou, dated May 18, 2017:

- 15 • [May 18, 2017] Li: "we also need someone to manually adjust the eye colors"

16  17
 18 ☆ PinscreenTeamAll
 19 14 participants | <https://join.skype.com/L4luq1aWUhl2>  

- 20 

21
 22 Thursday, May 18, 2017

23  **Jens Fursund** ok 1:15 AM
 24  **Hao Li**
 25 we also need someone to manually adjust the eye colors 1:15 AM

1 18. Li's group conversation with Fursund shared with Sadeghi and Nagano, dated May 18, 2017:

- 2 • [May 18, 2017] Li: "btw we also have nothing that can guess hair color"
- 3 • [May 18, 2017] Li: "maybe i ll ask shunsuke to work on it"
- 4 • [May 18, 2017] Fursund: "yeah hair color"
- 5 • [May 18, 2017] Fursund: "we could do something similar to eye color for now"
- 6 • [May 18, 2017] Fursund: "just for making a quick guess"
- 7 • [May 18, 2017] Li: "the eye color is total shit"
- 8 • [May 18, 2017] Li: "it s completely random"
- 9 • [May 18, 2017] Fursund: "Iknow 😊"
- 10 • [May 18, 2017] Li: "we really need a better algorithm"
- 11 • [May 18, 2017] Fursund: "but at least it's quick to implement"
- 12 • [May 18, 2017] Li: "yeah"
- 13 • [May 18, 2017] Fursund: "but do we have time for a new algo?"
- 14 • [May 18, 2017] Li: "i guess a deep neural net would be the way to go"
- 15 • [May 18, 2017] Fursund: "so no 😊"
- 16 • [May 18, 2017] Li: "i would say medium priority"
- 17 • [May 18, 2017] Li: "i would say let s do them manually for now"
- 18 • [May 18, 2017] Fursund: "ok"

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 ☆ Koki Nagano, Hao Li, Jens Fursund, ...
4 participants | <https://join.skype.com/PBwW2Kktf7gE>  

Cool! 😊 Thursday, May 18, 2017 1:16 AM

Hao Li
 btw we also have nothing that can guess hair color
maybe i ll ask shunsuke to work on it 1:17 AM

Jens Fursund
 yeah hair color
we could do something similar to eye color for now
just for making a quick guess 1:18 AM

Hao Li
 the eye color is total shit
it s completely random 1:18 AM

Jens Fursund
 Iknow 😊 1:18 AM

Hao Li
 we really need a better algorithm 1:18 AM

Jens Fursund
 but at least it's quick to implement 1:18 AM

Hao Li
 yeah 1:19 AM

Jens Fursund
 but do we have time for a new algo? 1:19 AM

 ☆ Koki Nagano, Hao Li, Jens Fursund, ...
4 participants | <https://join.skype.com/PBwW2Kktf7gE>  

 yeah Thursday, May 18, 2017 1:19 AM

Jens Fursund
 but do we have time for a new algo? 1:19 AM

Hao Li
 i guess a deep neural net would be the way to go 1:19 AM

Jens Fursund
 so no 😊 1:19 AM

Hao Li
 i would say medium priority
i would say let s do them manually for now 1:19 AM

Jens Fursund
 ok 1:20 AM

1 Fursund's Skype profile with Skype ID "alt_er_ego":



14
15 19. Li's group messages on "PinscreenTeamAll" Skype thread, shared with Sadeghi and 14 other
16 participants, including Sun, Wei, Yen-Chun Chen, Kung, Seo, Fursund, Nagano, Hu, Yu,
17 Saito, Xiang, Stephen Chen, and Zhou, dated May 18, 2017:

- 18
- 19 • [May 18, 2017] Li: "what s the status with the hair texture part?"
 - 20 • [May 18, 2017] Li: "btw i m regenerating all the 160 faces"
 - 21 • [May 18, 2017] Li: "because of the spacing issue only 122 were generated"
 - 22 • [May 18, 2017] Li: "i will upload dropbox folder once i m done"
 - 23 • [May 18, 2017] Li: "then need koki to work on eye colors"
 - 24 • [May 18, 2017] Li: "shunsuke on focal length adjustments per person"
- 25
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☆ PinscreenTeamAll

14 participants | <https://join.skype.com/L4luq1aWUhI2>



- carrie sun
- Cosimo Wei
- ⊙ Frances Chen
- Han-Wei Kung
- ⊙ Hao Li
- Jaewoo Seo
- Jens Fursund
- Koki Nagano
- Liwen Hu
- Ronald Yu
- Shunsuke Saito
- Sitao Xiang
- ⊙ Stephen Chen
- Yi Zhou

Thursday, May 18, 2017



4:24 PM

Hao Li



what s the status with the hair texture part?

4:24 PM

btw i m regenerating all the 160 faces
 because of the spacing issue only 122 were generated
 i will upload dropbox folder once i m done
 then need koki to work on eye colors
 shunsuke on focal length adjustments per person

4:25 PM

Nagano’s Skype profile with Skype ID “rambo.john.j1219”:

S Contact profile ×



☆ **Koki Nagano**

○ Offline

los angeles, california, United States

Skype: [rambo.john.j1219](#)

Mobile: [+13107454006](#)

[Add Number](#)

About me

Koki Nagano

Website

<http://luminohope.org/>

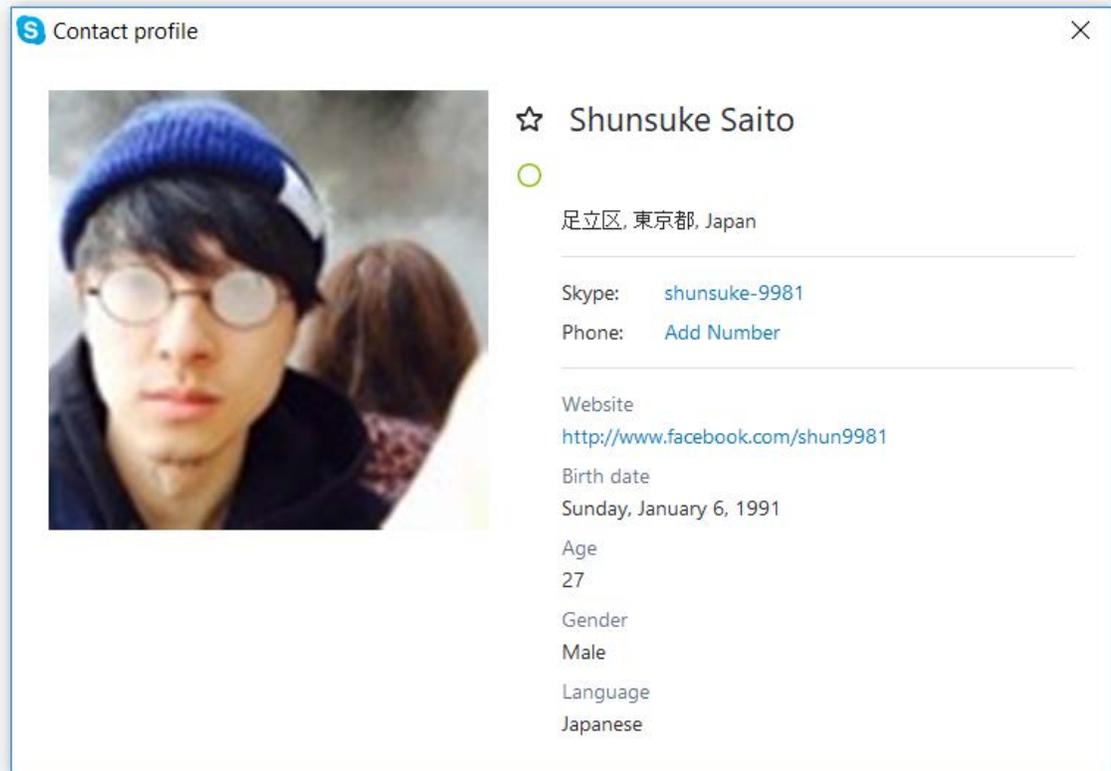
Gender

Male

Language

Japanese

1 Saito's Skype profile with Skype ID "shunsuke-9981":



15

16 20. Pinscreen's claims in its SIGGRAPH Asia 2017 Technical Paper, titled "Avatar Digitization

17 from a Single Image for Real-Time Rendering," published on ACM Digital Library:

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- <https://dl.acm.org/citation.cfm?id=31310887>
 - "The effectiveness of our methodology is grounded on a careful integration of state-of-the-art modeling and synthesis techniques for faces and hair. Several key components, such as segmentation, semantic hair attributes extraction, and eye color recognition are only possible due to recent advances in deep learning. Our experiments also indicate the robustness of our system, where consistent results of the same subject can be obtained when captured from different angles, under contrasting lighting conditions, and with different input expressions."

1 The effectiveness of our methodology is grounded on a careful
2 integration of state-of-the-art modeling and synthesis techniques
3 for faces and hair. Several key components, such as segmentation,
4 semantic hair attributes extraction, and eye color recognition, are
5 only possible due to recent advances in deep learning. Our experi-
6 ments also indicate the robustness of our system, where consistent
7 results of the same subject can be obtained when captured from
8 different angles, under contrasting lighting conditions, and with
9 different input expressions.

10 21. Nagano’s and Hu’s group messages on “PinscreenTeamAll” Skype thread, shared with
11 Sadeghi and 14 other participants, including Sun, Wei, Yen-Chun Chen, Kung, Seo, Fursund,
12 Nagano, Hu, Yu, Saito, Xiang, Stephen Chen, and Zhou, dated May 19, 2017:

- 13 • [May 19, 2017] Nagano: “Hairs to do:”
- 14 • [May 19, 2017] Nagano: [...]
- 15 • [May 19, 2017] Nagano: “Load hair color from txt file”
- 16 • [May 19, 2017] Nagano: “-Manually pick up hair color and store it in .txt in Hex (Jens)”
- 17 • [May 19, 2017] Hu: “another thing missing is the hair segmentation”
- 18 • [May19, 2017] Fursund: “actually... what folder do you use for the images?”
- 19 • [May19, 2017] Fursund: “just the images in the repo?”
- 20 • [May 19, 2017] Hu: “now the current automatic segmentation results are not always very
21 good”
- 22 • [May 19, 2017] Hu: “so I think we need manually refine them”

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☆ PinscreenTeamAll

14 participants | <https://join.skype.com/L4luq1aWUhI2>



- carrie sun
- Cosimo Wei
- ? Frances Chen
- Han-Wei Kung
- ? Hao Li
- Jaewoo Seo
- Jens Fursund
- Koki Nagano
- Liwen Hu
- Ronald Yu
- Shunsuke Saito
- Sitao Xiang
- ? Stephen Chen
- Yi Zhou



thx 😊

Friday, May 19, 2017

12:08 AM

Koki Nagano



Hairs to do:

Geometry

- Hair strip uv assignment to texture (Iman)
- Hair segmentation improvement (Shunsuke, Koki ETA tomorrow)
- Hair classification (Cosimo, ETA tomorrow)
- Hair model (Hao)
- Check hair pipeline (Liwen) -> needs FaceFiting projection matrix dump out (Jens)

Texture

- Prepare all 10 input textures (iman, a few are already done)
- Texture synthesis (cosimo)

Rendering

- Test rendering with duplicated hair strips (Liwen, Iman?)
- Load hair color from txt file
- Manually pick up hair color and store it in .txt in Hex (Jens)

12:08 AM

Liwen Hu



another thing missing is the hair segmentation

12:09 AM

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☆ PinscreenTeamAll

14 participants



- carrie sun
- Cosimo Wei
- ? Frances Chen
- Han-Wei Kung
- ? Hao Li
- Jaewoo Seo
- Jens Fursund
- Koki Nagano
- Liwen Hu
- Ronald Yu
- Shunsuke Saito
- Sitao Xiang
- ? Stephen Chen
- Yi Zhou

-Load hair color from txt file
-Manually pick up hair color from image (Jens)
Friday, May 19, 2017

-  **Liwen Hu**
another thing missing is the hair segmentation 12:09 AM
-  **Jens Fursund**
actually... what folder do you use for the images?
just the images in the repo? 12:09 AM
-  **Liwen Hu**
now the current automatic segmentation results are not always
very good
so i think we need manually refine them 12:10 AM

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Nagano's Skype profile with Skype ID "rambo.john.j1219":

Contact profile



☆ Koki Nagano

Offline

los angeles, california, United States

Skype: [rambo.john.j1219](#)

Mobile: [+13107454006](#)

[Add Number](#)

About me

Koki Nagano

Website

<http://luminohope.org/>

Gender

Male

Language

Japanese

Fursund's Skype profile with Skype ID "alt_er_ego":

Contact profile



☆ Jens Fursund

Offline

Copenhagen, Denmark

Skype: [alt_er_ego](#)

Phone: [Add Number](#)

Website

jens.fursund.com

Birth date

Tuesday, May 1, 1984

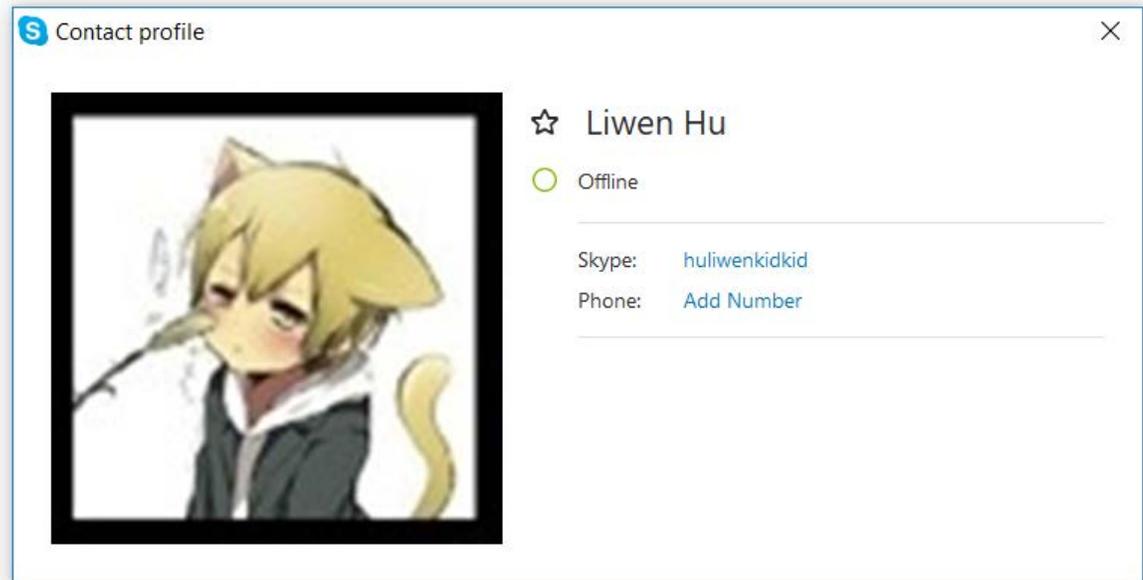
Age

34

Gender

Male

1 Hu's Skype profile with Skype ID "huliwenkidkid":



14 22. Pinscreen's claims in its SIGGRAPH Asia 2017 Technical Papers publication, titled "Avatar
15 Digitization from a Single Image for Real-Time Rendering," published on ACM Digital
16 Library:

- 17
- <https://dl.acm.org/citation.cfm?id=31310887>
 - "The eye color texture (black, brown, green, blue) is computed using a similar convolutional neural network for semantic attributes inference as the one used for hair color classification."
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21 The eye color texture (black, brown, green, blue) is computed using
22 a similar convolutional neural network for semantic attribute
23 inference as the one used for hair color classification. The input

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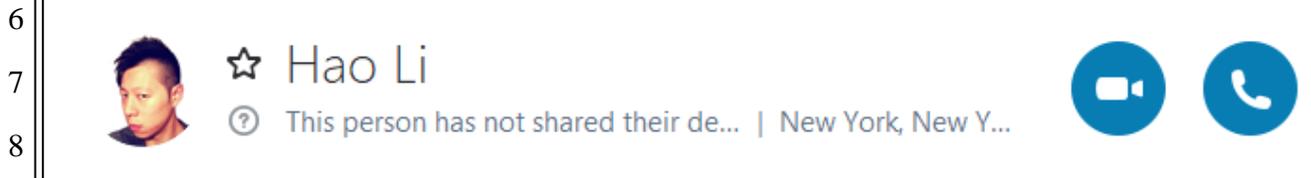
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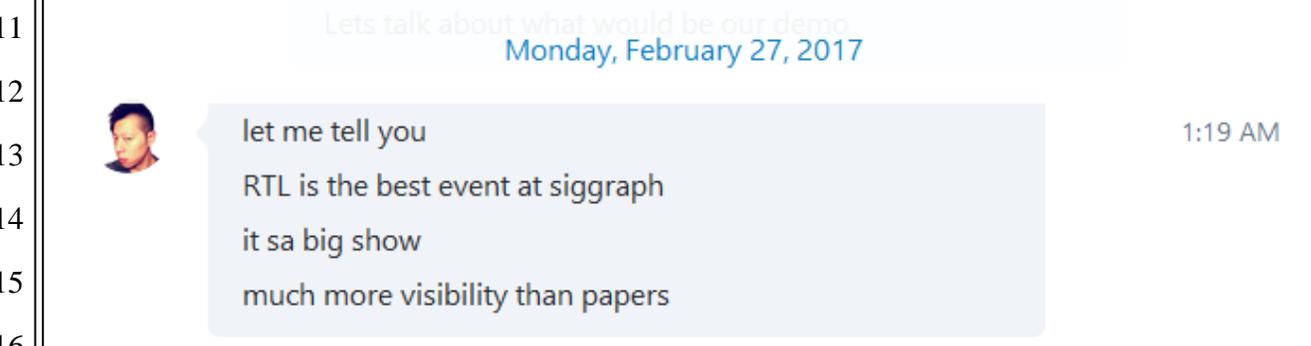
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1 23. Li's private messages to Sadeghi on Skype, dated February 27, 2017:

- 2 • [February 27, 2017] Li: "let me tell you"
- 3 • [February 27, 2017] Li: "RTL is the best event at siggraph"
- 4 • [February 27, 2017] Li: "it sa big show"
- 5 • [February 27, 2017] Li: "much more visibility than papers"



9 Contact request sent - [Resend contact request](#)



17 Li's group messages on "PinscreenTeamAll" Skype thread, shared with Sadeghi and 14 other
18 participants, including Sun, Wei, Yen-Chun Chen, Kung, Seo, Fursund, Nagano, Hu, Yu,
19 Saito, Xiang, Stephen Chen, and Zhou, dated June 1, 2017:

- 20 • [June 1, 2017] Li: "realtime live"
- 21 • [June 1, 2017] Li: "it s the hardest thing to get in"
- 22 • [June 1, 2017] Li: "it s much harder than paper"

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☆ PinscreenTeamAll

14 participants | <https://join.skype.com/L4luq1aWUhl2>



- carrie sun
- Cosimo Wei
- ? Frances Chen
- Han-Wei Kung
- ? Hao Li
- Jaewoo Seo
- Jens Fursund
- Koki Nagano
- Liwen Hu
- Ronald Yu
- Shunsuke Saito
- Sitao Xiang
- ? Stephen Chen
- Yi Zhou

Koki Nagano



Wow with all the r&d work we need to do serious lookdev

Thursday, June 1, 2017

2:10 PM

Hao Li



realtime live
 it s the hardest thing to get in
 it s much harder than paper

2:11 PM

Li’s group messages on “PinscreenTeamAll” Skype thread, shared with Sadeghi and 14 other participants, including Sun, Wei, Yen-Chun Chen, Kung, Seo, Fursund, Nagano, Hu, Yu, Saito, Xiang, Stephen Chen, and Zhou, dated June 1, 2017:

- [June 1, 2017] Li: “if someone asks you at siggraph if you have a siggraph paper, you say we don’t always publish papers but when we do, we go straight to real-time live!”
- [June 1, 2017] Li: “it s the only show that matters at siggraph”
- [June 1, 2017] Li: “we did the minimum work to get it in”
- [June 1, 2017] Li: “we were one spot away”
- [June 1, 2017] Li: “baker baker!”
- [June 1, 2017] Li: “baker baker!”
- [June 1, 2017] Li: “mamamammama ma er duo”
- [June 1, 2017] Li: “ma er duo!”
- [June 1, 2017] Li: “avatar”
- [June 1, 2017] Li: “let me tell you”

- 1 • [June 1, 2017] Nagano: “It doesn’t matter if we pull off the best demo”
- 2 • [June 1, 2017] Li: “@cosimo: let s just cash everything”
- 3 • [June 1, 2017] Li: “yes!”

4  ☆ PinscreenTeamAll  
5 ▼ 14 participants | <https://join.skype.com/L4luq1aWUhl2>

6

7  carrie sun  Cosimo Wei  ? Frances Chen  Han-Wei Kung  ? Hao Li

8  Jaewoo Seo  Jens Fursund  Koki Nagano  Liwen Hu  Ronald Yu

9  Shunsuke Saito  Sitao Xiang  ? Stephen Chen  Yi Zhou

10 Koki Nagano
11  Yes very important Thursday, June 1, 2017 2:16 PM

12 **Hao Li**

13  if someone asks you at siggraph if you have a siggraph 2:16 PM
14 paper, you say we don't always publish papers but when
15 we do, we go straight to real-time live!
16 it s the only show that matters at siggraph
17 we did the minimum work to get it in
18 we were one spot away
19 baker baker!
20 baker baker!
21 mamamammama ma er duo
22 ma er duo!
23 avatar
24 let me tell you

23 **Koki Nagano**

24  It doesn't matter if we pull off the best demo 2:18 PM

25 **Hao Li**

26  @cosimo: let s just cash everything 2:18 PM
27 yes!

28

1 24. Li's group messages on "PinscreenTeamAll" Skype thread, shared with Sadeghi and 14 other
2 participants, including Sun, Wei, Yen-Chun Chen, Kung, Seo, Fursund, Nagano, Hu, Yu,
3 Saito, Xiang, Stephen Chen, and Zhou, dated May 5, 2017:

- 4 • [May 5, 2017] Li: "loom.ai needs 1:30 min to reconstruct face"
- 5 • [May 5, 2017] Li: "quality is still the same as the one they have released"
- 6 • [May 5, 2017] Li: "so we beat them in terms of face accuracy"
- 7 • [May 5, 2017] Li: "they have no solution for hair yet"
- 8 • [May 5, 2017] Li: "they are planning to do loomojis"
- 9 • [May 5, 2017] Li: "similar to us"
- 10 • [May 5, 2017] Li: "we need to be first"
- 11 • [May 5, 2017] Li: "their API is quite advanced and they have plugins to both unity and
12 unreal"
- 13 • [May 5, 2017] Li: "but fuck APIs for now, we need to create high end pinmojis and high
14 end interface"
- 15 • [May 5, 2017] Li: "i told everyone we do deep nearning, ahahahaha!"
- 16 • [May 5, 2017] Li: "now everyone is nervous"



☆ PinscreenTeamAll

14 participants | <https://join.skype.com/L4luq1aWUhl2>



- carrie sun
- Cosimo Wei
- ? Frances Chen
- Han-Wei Kung
- ? Hao Li
- Jaewoo Seo
- Jens Fursund
- Koki Nagano
- Liwen Hu
- Ronald Yu
- Shunsuke Saito
- Sitao Xiang
- ? Stephen Chen
- Yi Zhou

How do we pick the representative color for each eye? @Shunsuke Saito ?
 Friday, May 5, 2017 12:11 PM

Hao Li



loom.ai needs 1:30 min to reconstruct face
 quality is still the same as the one they have released
 so we beat them in terms of face accuracy
 they have no solution for hair yet
 they are planning to do loomojis
 similar to us
 we need to be first
 their API is quite advanced and they have plugins to both
 unity and unreal
 but fuck APIs for now, we need to create high end pinmojis
 and high end interface
 i told everyone we do deep nearning, ahahahaha!
 now everyone is nervous

12:12 PM

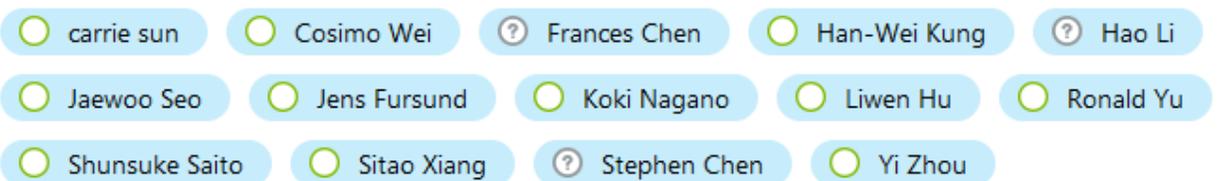
25. Sadeghi's group message on Skype:

- Sadeghi: "For the rehearsal, if we don't generate a brand new avatar, then we have full control and everything can be cached."

For the rehearsal, if we don't generate a brand new avatar, then we have full control and everything can be cached.

1 26. Li's group conversation with Sun on "PinscreenTeamAll" Skype thread, shared with Sadeghi
2 and 14 other participants, including Sun, Wei, Yen-Chun Chen, Kung, Seo, Fursund, Nagano,
3 Hu, Yu, Saito, Xiang, Stephen Chen, and Zhou, dated July 20, 2017:

- 4 • [July 20, 2017] Sun: "in that case is it necessary to have the file upload UI? maybe just
5 load the whole app wiht the thumbnails at the bottom?"
- 6 • [July 20, 2017] Sun: "plus with many images, if we fake the loading time, it can add up"
- 7 • [July 20, 2017] Li: "i think file load is reasonable because it give the people the feeling the
8 avatar is not pre-built"
- 9 • [July 20, 2017] Li: "we should give them a sense that it is computing"
- 10 • [July 20, 2017] Li: "if it s just loaded it s not impressive"

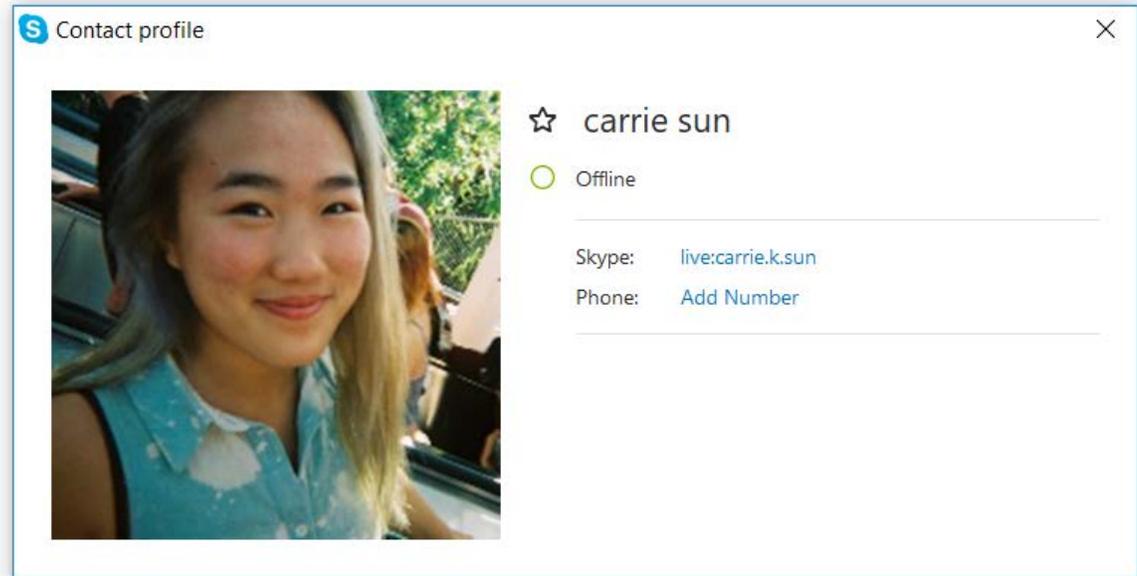


18 probably
i think it s not a bad idea
Thursday, July 20, 2017 2:41 PM

19
20 **carrie sun**
21 in that case is it necessary to have the file upload UI?
22 maybe just load the whole app wiht the thumbnails at the
23 bottom?
24 plus with many images, if we fake the loading time, it can
25 add up 2:41 PM

26 **Hao Li**
27 i think file load is reasonable because it give the people the
28 feeling the avatar is not pre-built
we should give them a sense that it is computing
if it s just loaded it s not impressive 2:42 PM

1 Sun's Skype profile with Skype ID "live:carrie.k.sun":



12 27. Sadeghi's group messages on "PinscreenTeamAll" Skype thread, shared with Sadeghi and 14
13 other participants, including Sun, Wei, Yen-Chun Chen, Kung, Seo, Fursund, Nagano, Hu,
14 Yu, Saito, Xiang, Stephen Chen, and Zhou, dated July 22, 2017:

- 15
- 16
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- [July 22, 2017] Sadeghi: [image]
 - [July 22, 2017] Sadeghi: [image]
 - [July 22, 2017] Sadeghi: "The creation took ~90 seconds."

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☆ PinscreenTeamAll
14 participants | <https://join.skype.com/Pnpuje9QIkEZ>

- carrie sun
- Cosimo Wei
- Frances Chen
- Han-Wei Kung
- Hao Li
- Jaewoo Seo
- Jens Fursund
- Koki Nagano
- Liwen Hu
- Ronald Yu
- Shunsuke Saito
- Sitao Xiang
- Stephen Chen
- Yi Zhou

Saturday, July 22, 2017



3:13 PM

i



3:15 PM

The creation took ~90 seconds.

3:16 PM

Sadeghi's Skype profile with Skype ID "iman.sadeghi":

Contact profile



☆ Iman Sadeghi

Online

Los Angeles, California, United States

Skype: [iman.sadeghi](#)

Phone: [Add Number](#)

Website
<http://www.sadeghi.com>

Language
English

1 28. Sadeghi’s private messages to Li on Skype, dated July 22, 2017:

- 2 • [July 22, 2017] Sadeghi: “Heya! 😊”
- 3 • [July 22, 2017] Sadeghi: “So for the live webcam avatar generation at RTL, are you
- 4 thinking we will compute everything from scratch (~90 seconds now with some risk for a
- 5 hairstyle miss) or we cache some stuff?”



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9 Contact request sent - [Resend contact request](#)

10 Saturday, July 22, 2017

11
12 Saturday, July 22, 2017

13 Heya! 😊

4:28 PM

14 So for the live webcam avatar generation at RTL, are

15 you thinking we will compute everything from scratch

16 (~90 seconds now with some risk for a hairstyle miss)

17 or we cache some stuff?

18 Monday, July 24, 2017

19
20 29. Li’s group messages on “PinscreenTeamAll” Skype thread, shared with Sadeghi and 14 other

21 participants, including Sun, Wei, Yen-Chun Chen, Kung, Seo, Fursund, Nagano, Hu, Yu,

22 Saito, Xiang, Stephen Chen, and Zhou, dated July 28, 2017:

- 23 • [July 28, 2017] Li: “oh no”
- 24 • [July 28, 2017] Li: “we are all screwed”

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 ☆ PinscreenTeamAll  
▼ 14 participants | <https://join.skype.com/L4luq1aWUhl2>

-  carrie sun
-  Cosimo Wei
-  Frances Chen
-  Han-Wei Kung
-  Hao Li
-  Jaewoo Seo
-  Jens Fursund
-  Koki Nagano
-  Liwen Hu
-  Ronald Yu
-  Shunsuke Saito
-  Sitao Xiang
-  Stephen Chen
-  Yi Zhou

stream is off, and only retargeting is on. And it seems to be maxing out all the cores Friday, July 28, 2017

Hao Li
 oh no
we are all screwed 1:00 AM

- [July 28, 2017] Li: “everyone will laugh at us”
- [July 28, 2017] Li: “😞”

 ☆ PinscreenTeamAll  
▼ 14 participants | <https://join.skype.com/L4luq1aWUhl2>

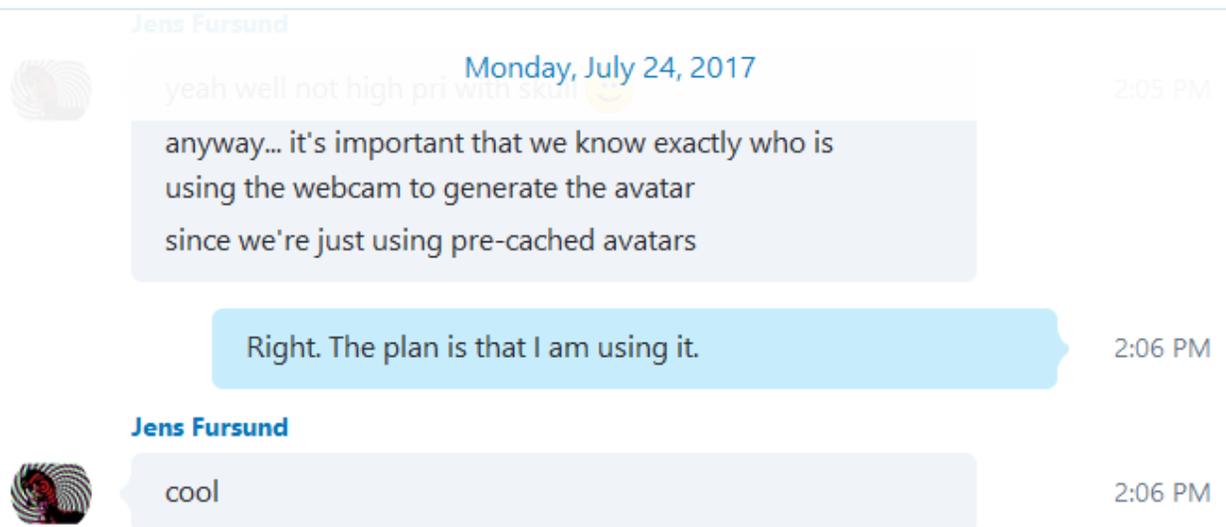
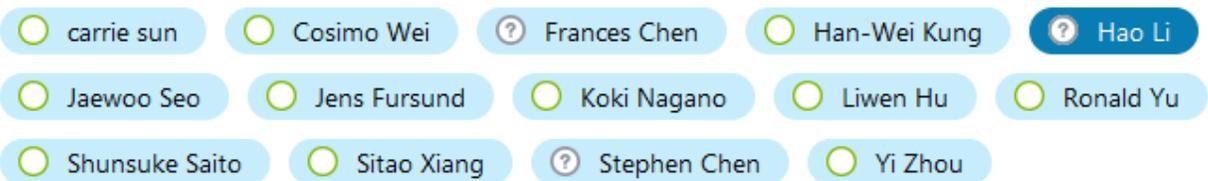
-  carrie sun
-  Cosimo Wei
-  Frances Chen
-  Han-Wei Kung
-  Hao Li
-  Jaewoo Seo
-  Jens Fursund
-  Koki Nagano
-  Liwen Hu
-  Ronald Yu
-  Shunsuke Saito
-  Sitao Xiang
-  Stephen Chen
-  Yi Zhou

Friday, July 28, 2017

Hao Li
 everyone will laugh at us 1:00 AM
 1:00 AM

1 30. Fursund's and Sadeghi's group messages on "PinscreenTeamAll" Skype thread, shared with
2 Sadeghi and 14 other participants, including Sun, Wei, Yen-Chun Chen, Kung, Seo, Fursund,
3 Nagano, Hu, Yu, Saito, Xiang, Stephen Chen, and Zhou, dated July 24, 2017:

- 4 • [July 24, 2017] Fursund: "anyway... it's important that we know exactly who is using the
5 webcam to generate the avatar"
- 6 • [July 24, 2017] Fursund: "since we're just using pre-cached avatars"
- 7 • [July 24, 2017] Sadeghi: "Right. The plan is that I am using it."
- 8 • [July 24, 2017] Fursund: "cool"



1 Fursund's Skype profile with Skype ID "alt_er_ego":



14 31. Li's group messages on "PinscreenTeamAll" Skype thread, shared with Sadeghi and 14 other
15 participants, including Sun, Wei, Yen-Chun Chen, Kung, Seo, Fursund, Nagano, Hu, Yu,
16 Saito, Xiang, Stephen Chen, and Zhou, dated July 17, 2017:

- 17
- 18 • [July 17, 2017] Li: "hair models/avatars: carrie"
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☆ PinscreenTeamAll

14 participants | <https://join.skype.com/L4luq1aWUhl2>



- carrie sun
- Cosimo Wei
- Frances Chen
- Han-Wei Kung
- Hao Li
- Jaewoo Seo
- Jens Fursund
- Koki Nagano
- Liwen Hu
- Ronald Yu
- Shunsuke Saito
- Sitao Xiang
- Stephen Chen
- Yi Zhou

* people will be able to try this
 * swap faces
 Monday, July 17, 2017

```
=====
* performance koki/jaewoo
* webcam thing: carrie/kyle/cosimo
* fixing webcam with unity app: Kyle
* simplify the progress bar color/add sleep(); -> Kyle
* switching: Jens/Kyle
* visualization mesh / skeleton: Han Wei Kung
* hair models/avatars: carrie
```

Li's group messages on Skype, shared with Sadeghi and 7 other participants, including Sun, Yen-Chun Chen, Seo, Morgenroth, Nagano, and Hu, dated July 20, 2017:

- [July 20, 2017] Li: "TODOs:"
- [July 20, 2017] Li: "* Creating all avatars, hair models, tweak for perfect hair color [Carrie /Liwen]"

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☆ Koki Nagano, Jaewoo Seo, Liwen Hu, ...
7 participants | <https://join.skype.com/GempzTCKqpEW>

- carrie sun
- Frances Chen
- Hao Li
- Jaewoo Seo
- kmorgenroth
- Koki Nagano
- Liwen Hu

Koki Nagano
Thursday, July 20, 2017
huge jackman 6:45 PM

Hao Li
6:46 PM
TODOs:
* Creating all avatars, hair models, tweak for perfect hair color [Carrie/Liwen]

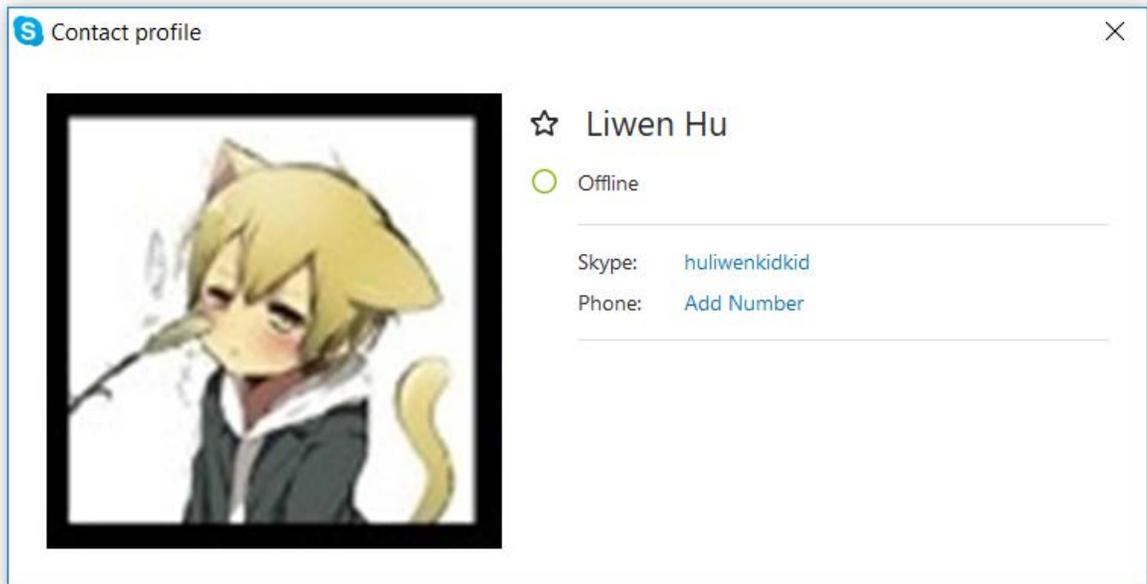
Sun's Skype profile with Skype ID "live:carrie.k.sun":

Contact profile



☆ carrie sun
Offline
Skype: [live:carrie.k.sun](skype:live:carrie.k.sun)
Phone: [Add Number](#)

1 Hu's Skype profile with Skype ID "huliwenkidkid":



12 Morgenroth's Skype profile with Skype ID "kmorgenroth":



23

24 Sun's private messages to Sadeghi on Skype, dated July 24, 2017:

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- 26
- [July 24, 2017] Sun: "hey"
 - [July 24, 2017] Sun: "i created a hair for koki's avatar"

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☆ carrie sun
○ Offline



Monday, July 24, 2017



hey
i created a hair for koki's avatar

11:32 AM

Sun’s and Nagano’s group messages on “PinscreenTeamAll” Skype thread, shared with Sadeghi and 14 other participants, including Sun, Wei, Yen-Chun Chen, Kung, Seo, Fursund, Nagano, Hu, Yu, Saito, Xiang, Stephen Chen, and Zhou, dated July 26, 2017:

- [July 26, 2017] Sun: “oh btw I also fixed my hair – I’ll upload the updated mesh”
- [July 26, 2017] Sun: “it looks like there are some intersections for your hair too, should i fix?”
- [July 26, 2017] Nagano: “Thanks! Yeah this video shows the current status of the avatars / hairs. So anything you can improve in the asset would be great like the hair intersection”
- [July 26, 2017] Nagano: “oh and for my hair if you can lower it down a bit if it’s not too hard, that would be nice. (I don;t think my forehead is that large 😊)”



☆ PinscreenTeamAll

14 participants | <https://join.skype.com/L4luq1aWUhl2>



- carrie sun
- Cosimo Wei
- ⊙ Frances Chen
- Han-Wei Kung
- ⊙ Hao Li
- Jaewoo Seo
- Jens Fursund
- Koki Nagano
- Liwen Hu
- Ronald Yu
- Shunsuke Saito
- Sitao Xiang
- ⊙ Stephen Chen
- Yi Zhou

Chatting scene

Wednesday, July 26, 2017

Iman, do you think you can make the hair look better? 2:59 PM

carrie sun



oh btw i also fixed my hair - i'll upload the updated mesh
it looks like there are some intersections for your hair too,
should i fix?

3:02 PM

Koki Nagano



Thanks! Yeah this video shows the current status of the
avatars / hairs. So anything you can improve in the asset
would be great like the hair intersection

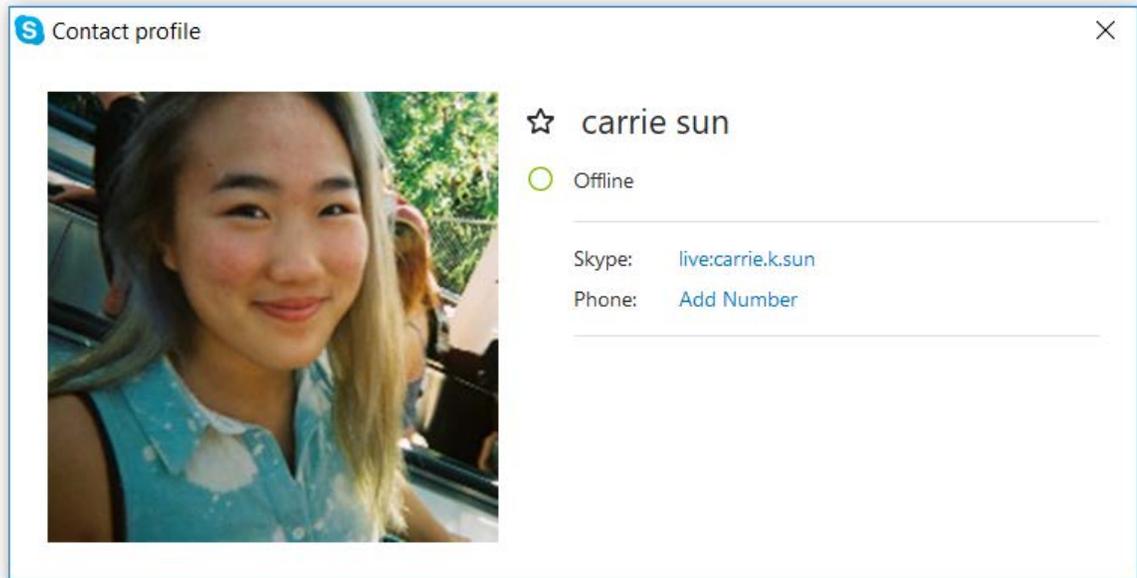
3:12 PM

oh and for my hair if you can lower it down a bit if it's not
too hard, that would be nice. (I don;t think my forehead is
that large 😊)

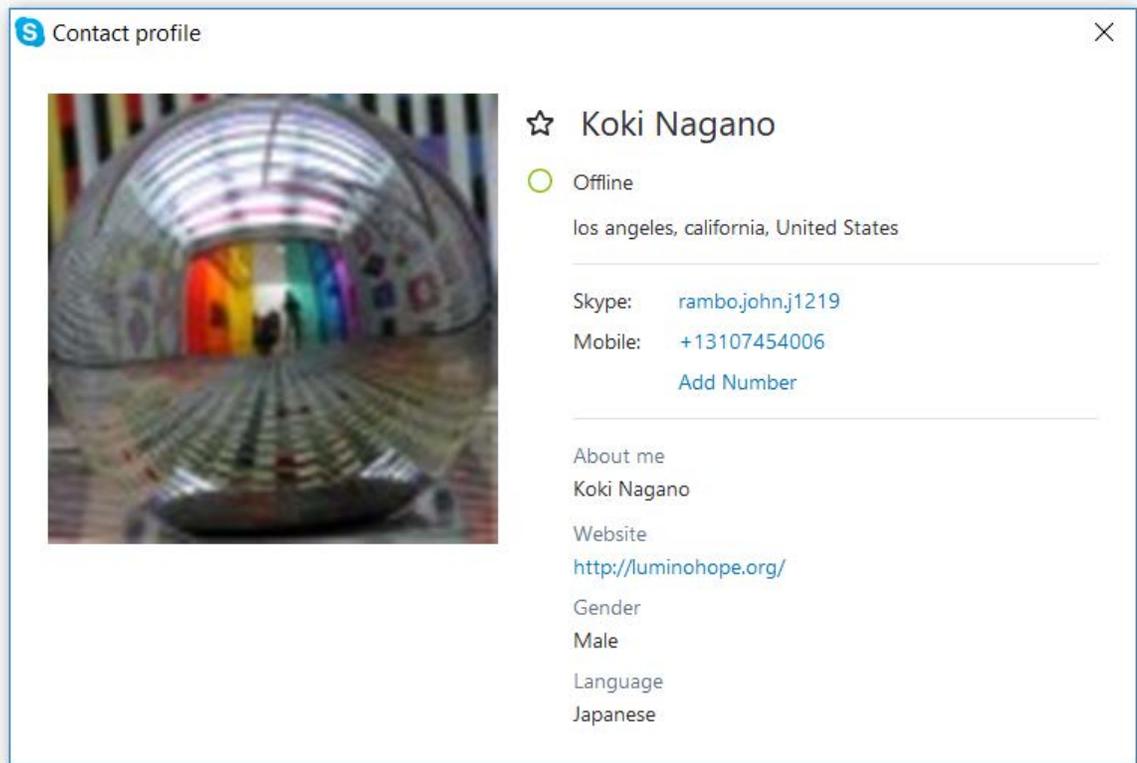
3:23 PM

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Sun’s Skype profile with Skype ID “live:carrie.k.sun”:



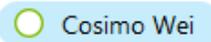
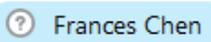
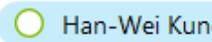
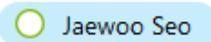
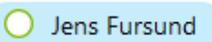
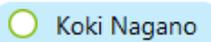
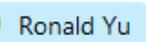
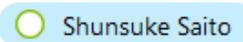
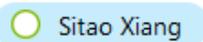
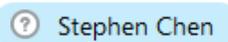
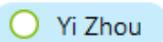
Nagano’s Skype profile with Skype ID “rambo.john.j1219”:



1 Sun's group messages on "PinscreenTeamAll" Skype thread, shared with Sadeghi and 14
2 other participants, including Sun, Wei, Yen-Chun Chen, Kung, Seo, Fursund, Nagano, Hu,
3 Yu, Saito, Xiang, Stephen Chen, and Zhou, dated July 28, 2017:

- 4 • [July 28, 2017] Sun: "koki's new hair (with fewer intersections in the front) is in the
5 dropbox folder here:"
- 6 • [July 28, 2017] Sun:
7 "[https://www.dropbox.com/home/Pinscreen%20Team%20Folder/SIG17RTL/AvatarCandi
9 dates/AvatarData/Koki_new](https://www.dropbox.com/home/Pinscreen%20Team%20Folder/SIG17RTL/AvatarCandi
8 dates/AvatarData/Koki_new)"

10  ☆ PinscreenTeamAll  
11 ▼ 14 participants | <https://join.skype.com/L4luq1aWUh2>

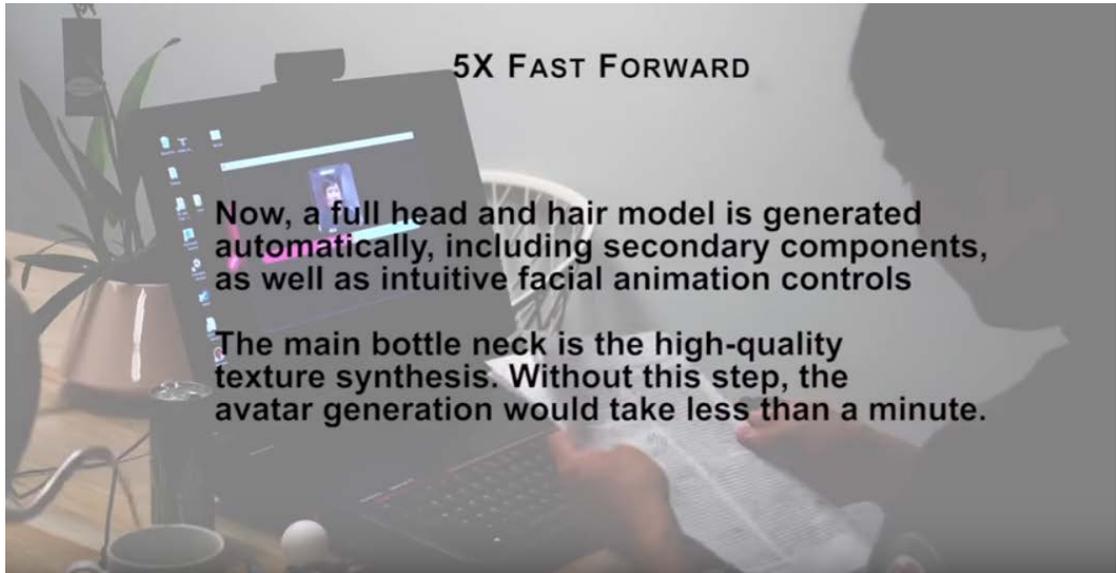
12  carrie sun  Cosimo Wei  ? Frances Chen  Han-Wei Kung  ? Hao Li
13  Jaewoo Seo  Jens Fursund  Koki Nagano  Liwen Hu  Ronald Yu
14  Shunsuke Saito  Sitao Xiang  ? Stephen Chen  Yi Zhou

15 I'm looking into the Unity side
16 Koobideh are you coming soon
Friday, July 28, 2017

17 **carrie sun**
18  koki's new hair (with fewer intersections in the front) is in the
19 dropbox folder here: 1:23 PM
20 [https://www.dropbox.com/home/Pinscreen%20Team
21 %20Folder/SIG17RTL/AvatarCandidates/AvatarData/Koki_new](https://www.dropbox.com/home/Pinscreen%20Team%20Folder/SIG17RTL/AvatarCandidates/AvatarData/Koki_new)
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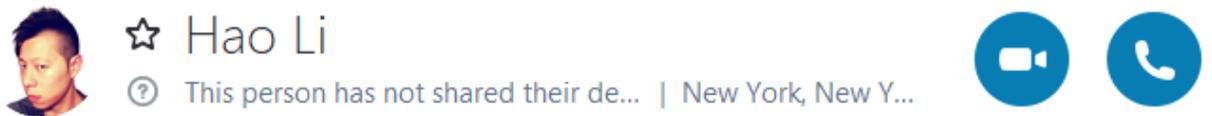
1 32. Pinscreen’s SIGGRAPH Asia 2017 Technical Paper video, published on November 14, 2017:

- 2 • <https://www.youtube.com/watch?v=dERjpAaoNjk>



13 33. Li’s private messages with Sadeghi on Skype, dated March 3, 2017:

- 14 • [March 3, 2017] Li: “don’t share this paper”
- 15 • [March 3, 2017] Li: “it s under review”



17 Contact request sent - [Resend contact request](#)

18 somehow the face is not similar enough
19 something is off Friday, March 3, 2017

20 don't share this paper
21 it s under review

- 1 • [March 3, 2017] Li: “not from us”
- 2 • [March 3, 2017] Li: “incremental work”
- 3 • [March 3, 2017] Li: “but the results are not bad”
- 4 • [March 3, 2017] Li: [c118-f118_2-a53-paper-v3.pdf]
- 5 • [March 3, 2017] Li: “doing very similar stuff as we do”
- 6 • [March 3, 2017] Li: “but always good to see if there are some details that can be used”



☆ Hao Li

ⓘ This person has not shared their de... | New York, New Y...



Contact request sent - [Resend contact request](#)

yeah I agree 😊

Friday, March 3, 2017

7:30 PM



not from us
incremental work
but the results are not bad

7:30 PM



c118-f118_2-a53-paper-v3.pdf

15.4 MB

[Cancel](#)

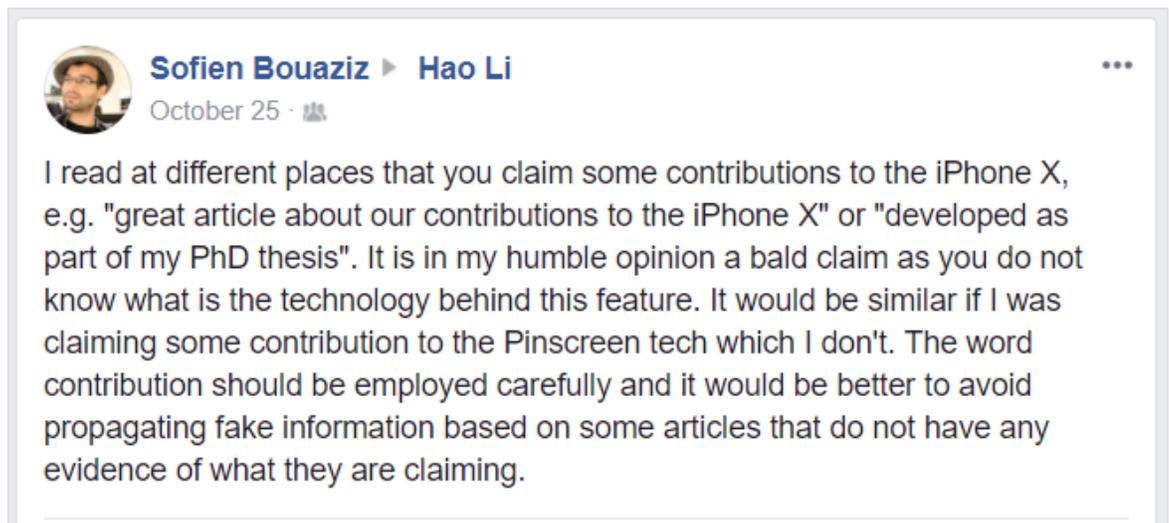
7:31 PM

doing very similar stuff as we do
but always good to see if there are some details that can
be used

7:31 PM

1 34. Bouaziz’s post, on Li’s Facebook, on October 25, 2017:

- 2 • <https://www.facebook.com/li.hao/posts/10155155647648753>
- 3 • [October 25, 2017] Bouaziz: “I read at different places that you claim some contributions
4 to the iPhone X, e.g. ‘great article about our contributions to the iPhone X’ or ‘developed
5 as part of my PhD thesis’. It is in my humble opinion a bald claim as you do not know
6 what is the technology behind this feature. It would be similar if I was claiming some
7 contribution to the Pinscreen tech which I don't. The word contribution should be
8 employed carefully and it would be better to avoid propagating fake information based on
9 some articles that do not have any evidence of what they are claiming.”



19

20 35. Li’s private messages to Sadeghi on Skype, dated February 27:

- 21 • [February 27, 2017] Li: “actually most VCs are assholes”
- 22 • [February 27, 2017] Li: “hahahaha”
- 23 • [February 27, 2017] Li: “never trust them”

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☆ Hao Li

ⓘ This person has not shared their de... | New York, New Y...



Contact request sent - [Resend contact request](#)

every VC will potentially try to figure out everything they can
Monday, February 27, 2017

actually most VCs are assholes
hahahaha
never trust them

Li's private messages to Sadeghi on Skype, dated March 6:

- [March 6, 2017] Li: “also good VCs smell when u bullshit 😊”
- [March 6, 2017] Li: “unless u bullshit like a pro”
- [March 6, 2017] Li: “ahahahah!”



☆ Hao Li

ⓘ This person has not shared their de... | New York, New Y...



Contact request sent - [Resend contact request](#)

2) we are not making any mistakes by overpromising things etc
Monday, March 6, 2017

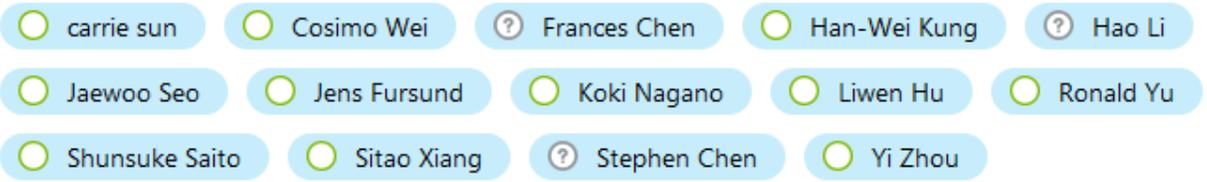
also good VCs smell when u bullshit 😊
unless u bullshit like a pro
ahahahah!

Li's group messages on “PinscreenTeamAll” Skype thread, shared with Sadeghi and 14 other participants, including Sun, Wei, Yen-Chun Chen, Kung, Seo, Fursund, Nagano, Hu, Yu, Saito, Xiang, Stephen Chen, and Zhou, dated June 15:

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- [June 15, 2017] Li: “Awesome”
- [June 15, 2017] Li: “In any case very important thing for startups, never trust VCs regardless how nice they are”

 ☆ PinscreenTeamAll  
 14 participants | <https://join.skype.com/L4luq1aWUhl2>


 carrié sun Cosimo Wei Frances Chen Han-Wei Kung Hao Li
 Jaewoo Seo Jens Fursund Koki Nagano Liwen Hu Ronald Yu
 Shunsuke Saito Sitao Xiang Stephen Chen Yi Zhou

Sign in Thursday, June 15, 2017 Sign in
 gitlab.com gitlab.com

Hao Li

 Awesome 3:29 PM
 In any case very important thing for startups, never trust VCs regardless how nice they are

36. Li’s private message to Sadeghi on Skype, dated February 27, 2017:

- [February 27, 2017] Li: “we will have very important visits on 3/6 from softbank, they will be checking our technology”

 ☆ Hao Li  
 This person has not shared their de... | New York, New Y...

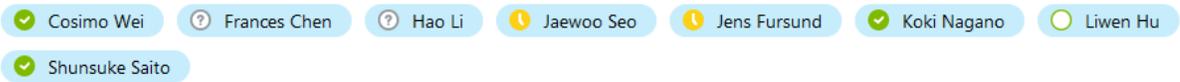
Contact request sent - Resend contact request

Yes there will be ... once we have a working pipeline, testing and iteration will be much easier and faster. 12:40 AM
 Monday, February 27, 2017

 we will have very important visits on 3/6 from softbank, they will be checking our technology 12:41 AM

1 Li's group messages on Skype, shared with Sadeghi and 8 other participants, including Wei,
2 Yen-Chun Chen, Seo, Fursund, Nagano, Hu, and Saito, dated March 6, 2017:

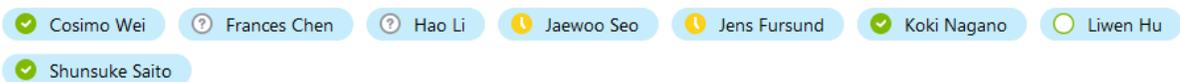
- 3 • [March 6, 2017] Li: "we need to get these three guys working"
- 4 • [March 6, 2017] Li: "@liwen: please pick the best possible hair"
- 5 • [March 6, 2017] Li: "if we get that we are golden"



10 There was a problem receiving this image. Monday, March 06, 2017

11 we need to get these three guys working 11:43 PM
12 @liwen: please pick the best possible hair
13 if we get that we are golden

- 14
- 15 • [March 6, 2017] Li: "hao der"
- 16 • [March 6, 2017] Li: "it is related to our investment"
- 17 • [March 6, 2017] Li: "let me tell you"



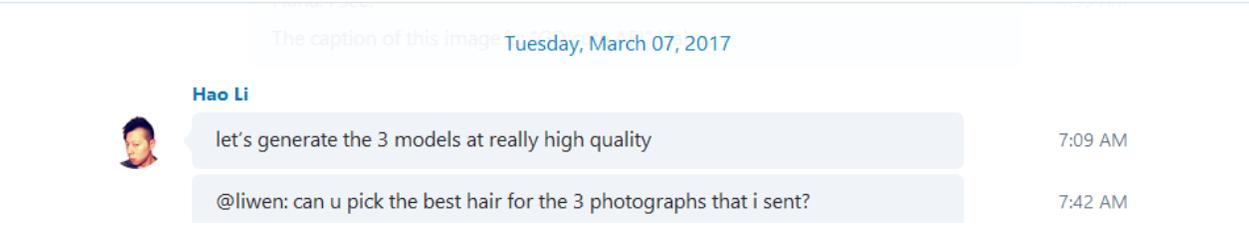
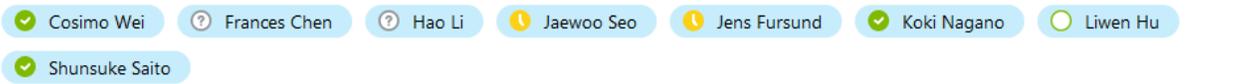
22 I'll help with the rendering. I know Monday, March 06, 2017 related to naver? 11:52 PM

23 Hao Li
24 hao der 11:55 PM
25 it is related to our investment
26 let me tell you

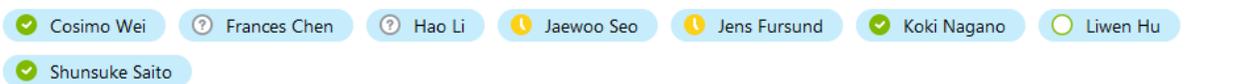
27 Li's group messages on Skype, shared with Sadeghi and 8 other participants, including Wei,
28

1 Yen-Chun Chen, Seo, Fursund, Nagano, Hu, and Saito, dated March 7, 2017:

- 2 • [March 7, 2017] Li: “let’s generate the 3 models at really high quality”
- 3 • [March 7, 2017] Li: “@liwen: can u pick the best hair for the 3 photographs that i
- 4 sent?”



- 14 • [March 7, 2017] Li: “i dun have the names”
- 15 • [March 7, 2017] Li: “but its the founder of naver”
- 16 • [March 7, 2017] Li: “the ceo of snow”
- 17 • [March 7, 2017] Li: “and GD from bang”



- 27 • [March 7, 2017] Li: “the hair has to be match perfectly to those they gave us”

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☆ Koki Nagano, Jaewoo Seo, Shunsuke Saito, ...
8 participants | <https://join.skype.com/LbAbMeFb4Y2Y>



-  Cosimo Wei
 -  Frances Chen
 -  Hao Li
 -  Jaewoo Seo
 -  Jens Fursund
 -  Koki Nagano
 -  Liwen Hu
-  Shunsuke Saito

Should be easy to find their names then. 9:02 AM
 Let me see ... Tuesday, March 07, 2017

Hao Li
 the hair has to be match perfectly to those they gave us 9:02 AM

Li's private messages to Sadeghi on Skype, dated March 7, 2017:

- [March 7, 2017] Li: "we wanna close the deal with them this week"
- [March 7, 2017] Li: "they want to invest 4M in us 😁"


☆ Hao Li
This person has not shared their de... | New York, New Y...



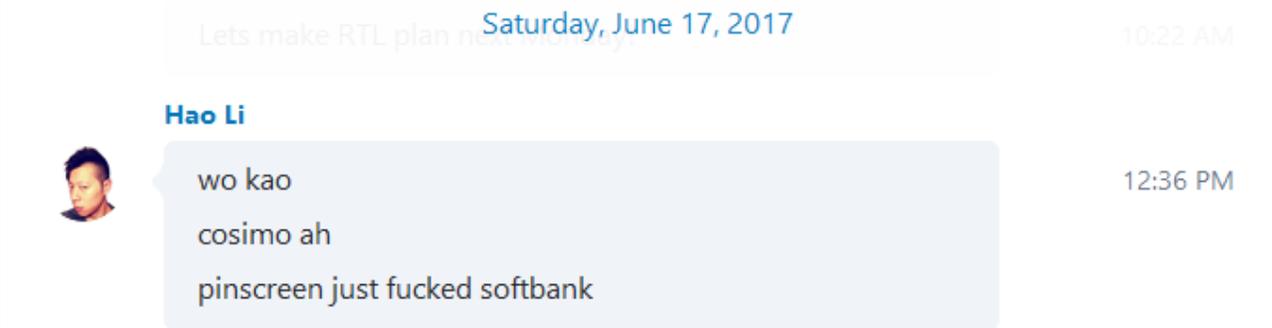
Contact request sent - [Resend contact request](#)

oh when u have a chance, can u make sure we 3 perfect models of the input images I showed you?
Tuesday, March 7, 2017

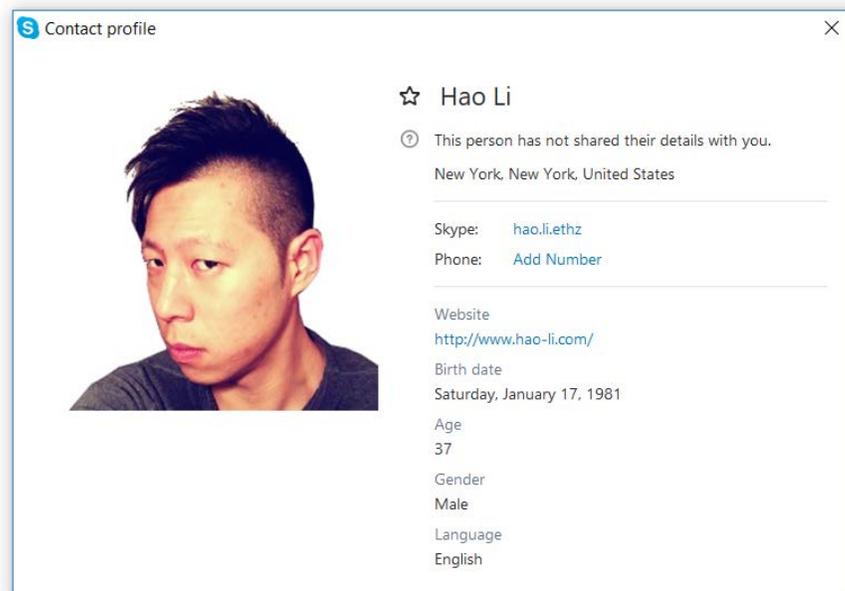
we wanna close the deal with them this week
 they want to invest 4M in us 😁

1 37. Li's group messages on "PinscreenTeamAll" Skype thread, shared with Sadeghi and 14 other
2 participants, including Sun, Wei, Yen-Chun Chen, Kung, Seo, Fursund, Nagano, Hu, Yu,
3 Saito, Xiang, Stephen Chen, and Zhou, dated June 17, 2017:

- 4 • [June 17, 2017] Li: "pinscreen just fucked softbank"



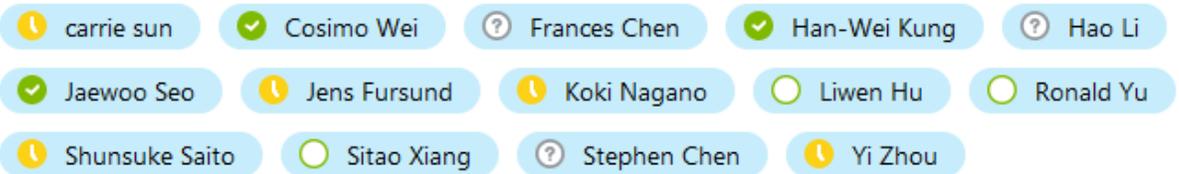
18 Li's Skype profile with Skype ID "hao.li.ethz":



1 38. Sadeghi’s group message on “PinscreenTeamAll” Skype thread, shared with Sadeghi and 14
2 other participants, including Sun, Wei, Yen-Chun Chen, Kung, Seo, Fursund, Nagano, Hu,
3 Yu, Saito, Xiang, Stephen Chen, and Zhou, dated July 25, 2017:

- 4 • [July 25, 2017] Sadeghi: “@carrie sun only if you had extra free cycles, you might want to
5 redo the hair for your avatar. There are some intersections in the front fringe that show
6 (less noticeable for black hair but still visible) when the hair shading is applied. Maybe
7 @koki can send a screenshot that shows the artifacts.

8
9  PinscreenTeamAll
10 14 participants | <https://join.skype.com/L4luq1aWUhl2>

11  carrie sun Cosimo Wei Frances Chen Han-Wei Kung Hao Li
12 Jaewoo Seo Jens Fursund Koki Nagano Liwen Hu Ronald Yu
13 Shunsuke Saito Sitao Xiang Stephen Chen Yi Zhou

14 so u can change the tracking subject
15 have we integrated that part as well
16 Tuesday, July 25, 2017

17 @carrie sun only if you had extra free cycles, you might
18 want to redo the hair for your avatar. There are some
19 intersections in the front fringe that show (less noticeable
20 for black hair but still visible) when the hair shading is
21 applied. Maybe @koki can send a screenshot that shows
22 the artifacts. 5:43 AM

1 39. Sadeghi's private conversation with Sun on Skype, dated July 25, 2017 and July 26, 2017:

- 2 • [July 25, 2017] Sadeghi: "Thanks for adding my avatar."
- 3 • [July 25, 2017] Sadeghi: "Looks like around my ears the hair is missing."
- 4 • [July 25, 2017] Sadeghi: "Due to the transparency."
- 5 • [July 25, 2017] Sadeghi: [image]
- 6 • [July 26, 2017] Sun: "i'll add the hair around your ears today"



8 ☆ carrie sun
9 ⌚ Away



10 The unity crashes while saving the scene is strange, hasn't
11 happened to me Tuesday, July 25, 2017

12 Thanks for adding my avatar.
13 Looks like around my ears the hair is missing.
14 Due to the transparency

8:41 PM



16 8:42 PM

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Wednesday, July 26, 2017



i'll add the hair around your ears today

12:47 PM

1 40. Sadeghi’s group conversation with Sun on “PinscreenTeamAll” Skype thread, shared with
2 Sadeghi and 14 other participants, including Sun, Wei, Yen-Chun Chen, Kung, Seo, Fursund,
3 Nagano, Hu, Yu, Saito, Xiang, Stephen Chen, and Zhou, dated July 28, 2017:

- 4 • [July 28, 2017] Sadeghi: “I am finalizing the avatars. Cristobal hair around his ears can use
5 some more love if you have time @carrie sun Maybe a good practice to show @frances
6 while she is learning from you 😊”
- 7 • [July 28, 2017] Sadeghi: [image]
- 8 • [July 28, 2017] Sun: “do you think we’re going to be showing the sides? haa”
- 9 • [July 28, 2017] Sadeghi: [image]
- 10 • [July 28, 2017] Sadeghi: “It shows if I rotate him a tiny bit.”
- 11 • [July 28, 2017] Hu: @iman u are the hair modeling master, I think u can fix it very quick
12 by yourself 😊”
- 13 • [July 28, 2017] Sadeghi: “Thank thank you! ❤️”
- 14 • [July 28, 2017] Sadeghi: “I will do it if Carrie doesn’t get to it and after all avatars are in
15 good shape both in RTLmaster and the Live scene. There is bunch of adjustments to be
16 done in both.”
- 17 • [July 28, 2017] Sun: “i will be able to do it 😊 just letting frances use the VR a bit”
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☆ PinscreenTeamAll

14 participants | <https://join.skype.com/L4luq1aWUhl2>



- carrie sun
- Cosimo Wei
- Frances Chen
- Han-Wei Kung
- Hao Li
- Jaewoo Seo
- Jens Fursund
- Koki Nagano
- Liwen Hu
- Ronald Yu
- Shunsuke Saito
- Sitao Xiang
- Stephen Chen
- Yi Zhou

Haha so good! 😄 Friday, July 28, 2017

4:01 PM

I am finalizing the avatars. Cristobal hair around his ears can use some more love if you have time @carrie sun Maybe a good practice to show @frances while she is learning from you 😊



4:02 PM

carrie sun



do you think we're going to be showing the sides? haa

4:08 PM

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☆ PinscreenTeamAll

14 participants | <https://join.skype.com/L4luq1aWUhl2>



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- Hao Li
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- Jens Fursund
- Koki Nagano
- Liwen Hu
- Ronald Yu
- Shunsuke Saito
- Sitao Xiang
- Stephen Chen
- Yi Zhou

Friday, July 28, 2017

carrie sun



do you think we're going to be showing the sides? haa

4:08 PM



4:08 PM

It shows if I rotate him a tiny bit.

4:09 PM

Liwen Hu



@iman u are the hair modeling master, I think u can fix it very quick by yourself 😊

4:26 PM

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☆ PinscreenTeamAll

14 participants | <https://join.skype.com/L4luq1aWUhl2>



- carrie sun
- Cosimo Wei
- Frances Chen
- Han-Wei Kung
- Hao Li
- Jaewoo Seo
- Jens Fursund
- Koki Nagano
- Liwen Hu
- Ronald Yu
- Shunsuke Saito
- Sitao Xiang
- Stephen Chen
- Yi Zhou

it shows if I rotate h Friday, July 28, 2017 4:09 PM



Liwen Hu

@iman u are the hair modeling master, I think u can fix it very quick by yourself 😊

4:26 PM

Thank thank you! ❤️

4:30 PM

I will do it if Carrie doesn't get to it and after all avatars are in good shape both in RTLmaster and the Live scene. There is bunch of adjustments to be done in both.



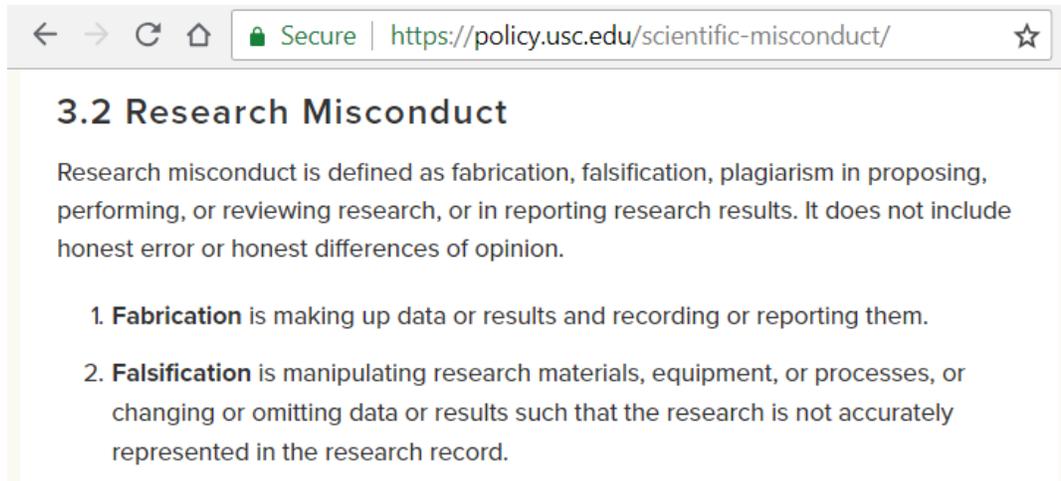
carrie sun

i will be able to do it 😊 just letting frances use the VR a bit

4:31 PM

1 41. USC’s policy regarding “Scientific Misconduct”:

- 2 • <https://policy.usc.edu/scientific-misconduct/>
- 3 • “Research misconduct is defined as fabrication, falsification, plagiarism in proposing,
4 performing, or reviewing research, or in reporting research results.”
- 5 • “**Fabrication** is making up data or results and recording or reporting them.”
- 6 • “**Falsification** is manipulating research materials, equipment, or processes, or changing or
7 omitting data or results such that the research is not accurately represented in the research
8 record.”



17 ACM’s “Code of Ethics and Professional Conduct”:

- 18 • <https://www.acm.org/code-of-ethics>
- 19 • “Making deliberately false or misleading claims, fabricating or falsifying data, offering or
20 accepting bribes, and other dishonest conduct are violations of the Code.”



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EXHIBIT F

Li's and Pinscreen's Labor Law and Immigration Law Violations

1. Li's private message to Sadeghi on Skype, dated June 18, 2017:

- [June 18, 2017] Li: "please push the students more, they are getting lazy and only work half of the day"



☆ Hao Li

ⓧ This person has not shared their det... | New York, New Y...



Contact request sent - [Resend contact request](#)

if possible organize group meetings with hair
directly with everyone **Sunday, June 18, 2017**

please push the students more, they are getting lazy
and only work half of the day

8:43 PM

2. Wikipedia article on “Karōshi”:

- <https://en.wikipedia.org/wiki/Karōshi>
- “Karōshi, which can be translated literally as ‘overwork death’ in Japanese, is occupational sudden mortality.”



The screenshot shows the Wikipedia article for "Karōshi". At the top, the browser address bar displays "https://en.wikipedia.org/wiki/Karōshi". The page header includes the Wikipedia logo, the text "WIKIPEDIA The Free Encyclopedia", and navigation links such as "Main page", "Contents", "Featured content", "Current events", "Random article", "Donate to Wikipedia", "Wikipedia store", "Interaction", "Help", "About Wikipedia", "Community portal", "Recent changes", "Contact page", and "Tools". The article title "Karōshi" is prominently displayed, followed by the subtitle "From Wikipedia, the free encyclopedia". The main text explains that "Karōshi" (過労死) is occupational sudden mortality, often caused by heart attack and stroke due to stress and a starvation diet. It also notes that this phenomenon is widespread in other parts of Asia. A photograph of a "No More Karōshi" protest in Tokyo, 2018, is included on the right side of the article.

3. Wikipedia article on “Salaryman”:

- <https://en.wikipedia.org/wiki/Salaryman>
- “Salarymen are expected to work long hours, additional overtime [...], and to value work over all else.”
- “Other popular notions surrounding salarymen include *karōshi*, or death from overwork.”

← → ↻ 🏠 Secure | <https://en.wikipedia.org/wiki/Salaryman> ☆

Not logged in [Talk](#) [Contributions](#) [Create account](#) [Log in](#)

Article **Talk** [Read](#) [Edit](#) [View history](#)

Salaryman

From Wikipedia, the free encyclopedia

A Salaryman (サラリーマン, *Sararīman*) is a **salaried** worker and, more specifically, a Japanese **white-collar worker** who shows overriding loyalty to the corporation where he works.



Japan's society prepares its people to work primarily for the good of the whole society rather than just the individual^[*original research?*], and the salaryman is a part of that. Salarymen are expected to work long hours,^[1] additional overtime, to participate in after-work leisure activities such as **drinking** and visiting **hostess bars** with colleagues, and to value work over all else. The salaryman typically **enters a company after graduating college** and stays with that corporation his whole career.

Other popular notions surrounding salarymen include *karōshi*, or death from overwork.

WIKIPEDIA
The Free Encyclopedia

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[Page information](#)
[Wikidata item](#)
[Cite this page](#)

[Print/export](#)

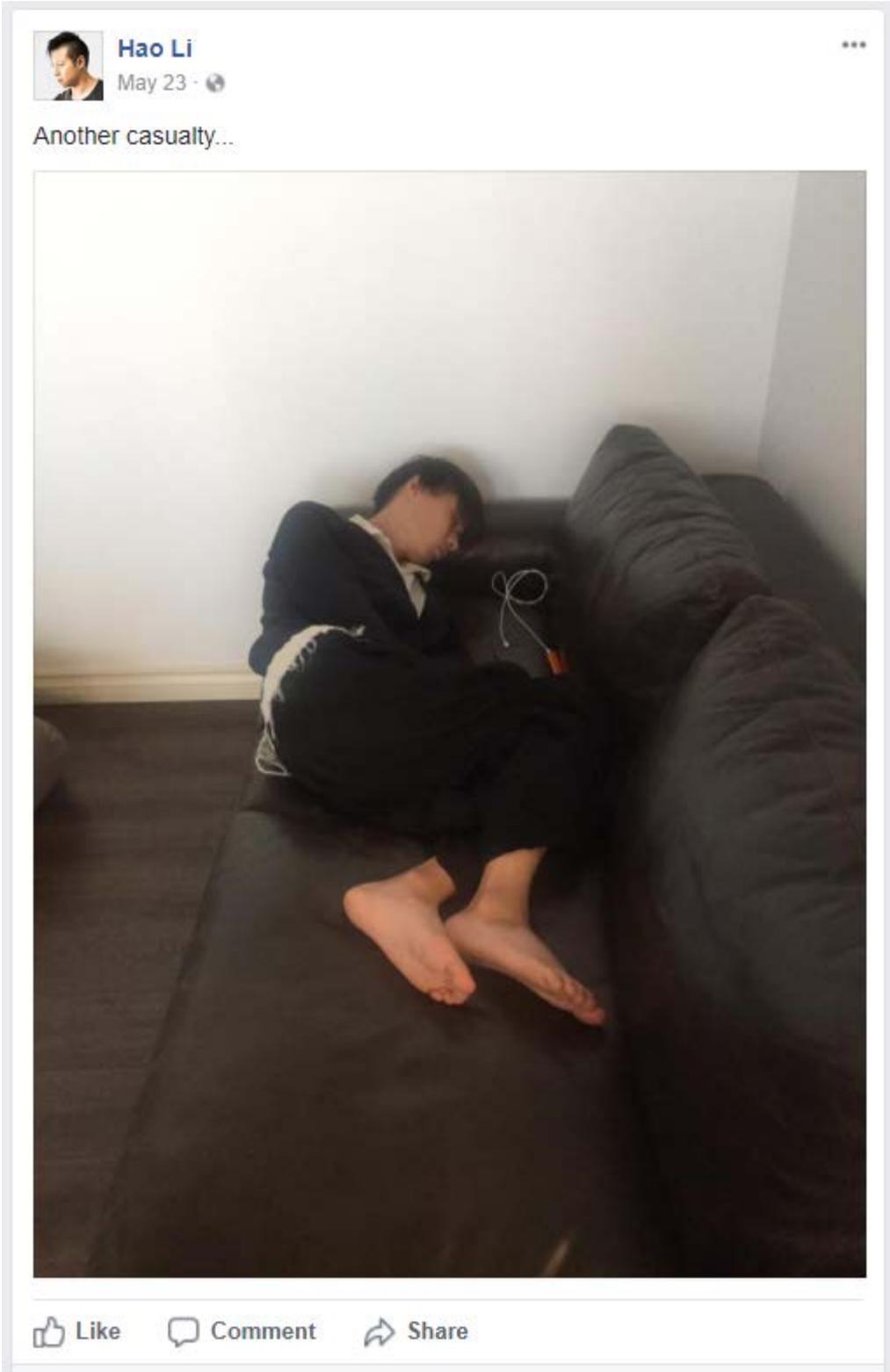
1 4. Li's public posts on Facebook, dated May 23, 2017:

- 2 • <https://www.facebook.com/li.hao/posts/10154694660253753>
- 3 • [May 23, 2017] Li: "Siggraph asia casualties"



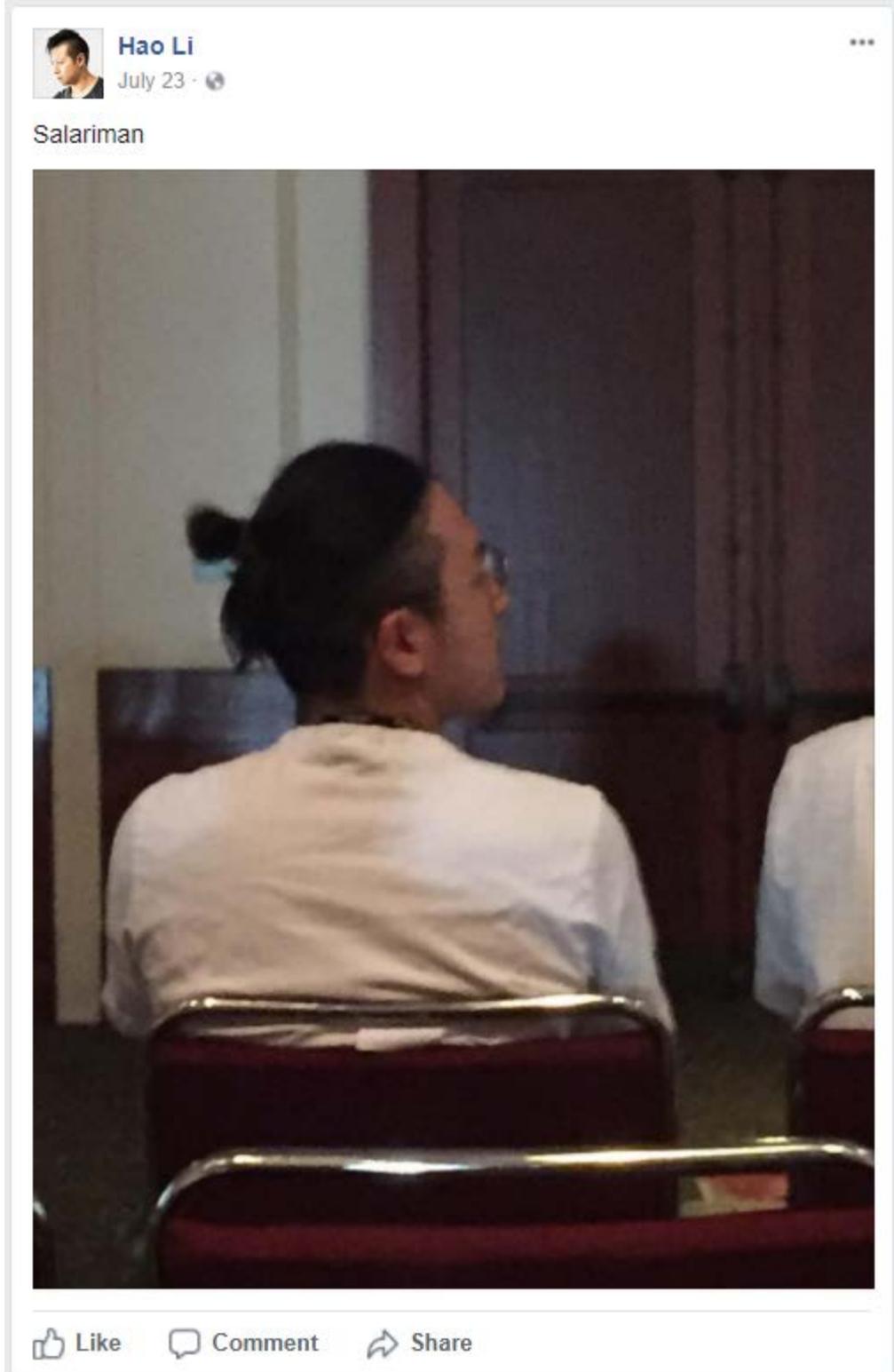
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- <https://www.facebook.com/li.hao/posts/10154695254708753>
- [May 23, 2017] Li: “Another casualty...”



1 5. Li's public posts on Facebook, dated July 23, 2017:

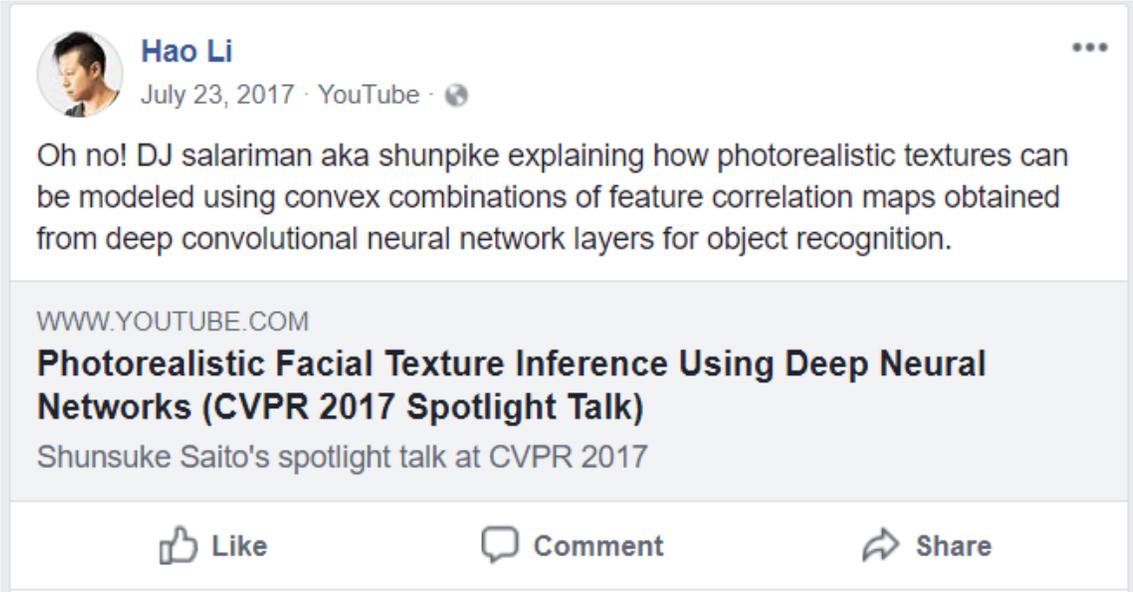
- 2 • <https://www.facebook.com/li.hao/posts/10154887576718753>
- 3 • [July 23, 2017] Li: "Salariman"



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Li's public posts on Facebook, dated July 23, 2017:

- <https://www.facebook.com/li.hao/posts/10154887707163753>
- [July 23, 2017] Li: "Oh no! DJ salariman aka shunpike explaining [...]"
- [July 23, 2017] Li: [Shunsuke Saito's spotlight talk at CVPR 2017]



1 6. Li's post on Facebook, dated October 5, 2017:

- 2 • [October 5, 2017] Li: "Karoshi! let me tell you! Sleep is for the weak!"



7. Sadeghi’s private conversation with Nagano on Skype, dated August 7, 2017:

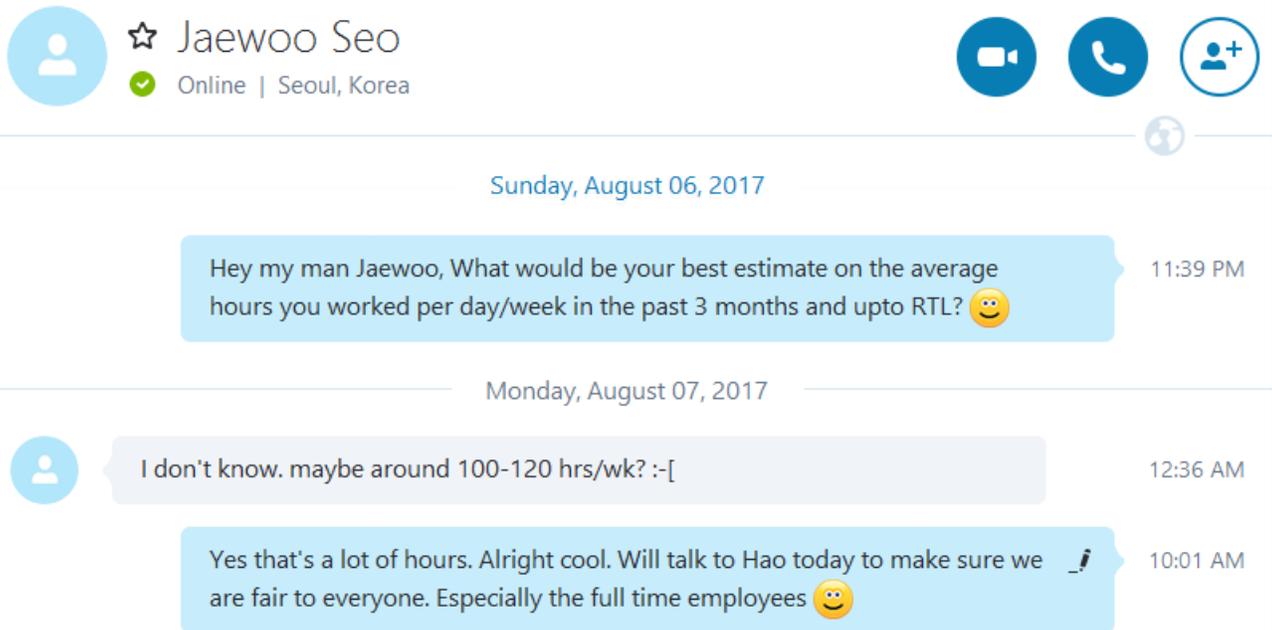
- [August 7, 2017] Sadeghi: “Sorry you are not feeling well. Hope you get better soon 😊”
- [August 7, 2017] Sadeghi: “So you said your best estimate for average work hours in the last 3 months leading upto RTL is 16 hours/day and 7 days a week?”
- [August 7, 2017] Nagano: “Thanks!”
- [August 7, 2017] Nagano: “yes something like that”
- [August 7, 2017] Sadeghi: “Alright cool. Will talk to Hao today to make sure we are fair to everyone. Especially the full time employees 😊”
- [August 7, 2017] Nagano: “cool thanks.”



8. Sadeghi’s private conversation with Seo on Skype, dated August 6, 2017 and August 7, 2017:

- [August 6, 2017] Sadeghi: “Hey my man Jaewoo, What would be your best estimate on the average hours you worked per day/week in the past 3 months and upto RTL? 😊”
- [August 7, 2017] Seo: “I don’t know. Maybe around 100-120 hrs/wk? :-[”

- [August 7, 2017] Sadeghi: “Yes that’s a lot of hours. Alright cool. Will talk to Hao today to make sure we are fair to everyone. Especially the full time employees 😊”



9. Li’s group conversation with Zhou on “NN Classifications” thread, on Skype, shared with Sadeghi and 5 other participants, including Wei, Hu, Xiang, and Zhou, dated June 15, 2017:

- [June 15, 2017]: Li: “yes”
- [June 15, 2017]: Li: “talk to him in person, on skype: he sometimes decide to fully ignore communication”
- [June 15, 2017]: Li: “or does not have the ability to respond”
- [June 15, 2017] Li: “adding yi, seems like having yi to communicate with sitao is easier”
- [June 15, 2017] Li: “@yi we need you to check on sitao if he has obtained the data for eye color classification and if he has started training, also we need to know the classification statistics about it”
- [June 15, 2017] Zhou: “Ok. I will talk to him when he arrives to the office. Can’t contact him in the morning..”
- [June 15, 2017] Zhou: “(Actually I think, without me, you can still communicate with Sitao perfectly.)”



★ NN Classifications

▼ 5 participants



Cosimo Wei



Hao Li



Liwen Hu



Sitao Xiang



Yi Zhou

Liwen Hu



I'll check with him

Thursday, June 15, 2017

12:44 PM

Hao Li



yes

talk to him in person, on skype: he sometimes decide to fully ignore communication or does not have the ability to respond

12:45 PM

Hao Li added Yi Zhou

12:45 PM

Hao Li



adding yi, seems like having yi to communicate with sitao is easier

@yi we need you to check on sitao if he has obtained the data for eye color classification and if he has started training, also we need to know the classification statistics about it

12:46 PM

Yi Zhou



Ok. I will talk to him when he arrives to the office. Can't contact him in the morning..

1:34 PM

(Actually I think, without me, you can still communicate with Sitao perfectly.)

1:45 PM

1 Zhou's Skype profile with Skype ID "live:zhouyisjtu2012":



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Li's group messages on "PinscreenTeamAll" Skype thread, shared with Sadeghi and 14 other participants, including Sun, Wei, Yen-Chun Chen, Kung, Seo, Fursund, Nagano, Hu, Yu, Saito, Xiang, Stephen Chen, and Zhou, dated June 23, 2017:

- [June 23, 2017]: Li: "Sitao can u provide some updates and also reduce the amount of time drawing? We are not fucking paying u for that!"
- [June 23, 2017]: Li: "Also make sure to throw the trash away like an adult"



PinscreenTeamAll

14 participants | <https://join.skype.com/L4luq1aWUhl2>



- carrie sun
- Cosimo Wei
- Frances Chen
- Han-Wei Kung
- Hao Li
- Jaewoo Seo
- Jens Fursund
- Koki Nagano
- Liwen Hu
- Ronald Yu
- Shunsuke Saito
- Sitao Xiang
- Stephen Chen
- Yi Zhou

Friday, June 23, 2017



Hao Li

Sitao can u provide some updates and also reduce the amount of time drawing? We are not fucking paying u for that!

7:08 PM

Also make sure to throw the trash away like an adult

7:09 PM

Li's group conversation with Xiang on "PinscreenTeamAll" Skype thread, shared with Sadeghi and 14 other participants, including Sun, Wei, Yen-Chun Chen, Kung, Seo, Fursund, Nagano, Hu, Yu, Saito, Xiang, Stephen Chen, and Zhou, dated June 23, 2017:

- [June 23, 2017] Xiang: "94.9% on hair length"
- [June 23, 2017] Xiang: "also sometimes a certain augmentation make some attributes better but others worse"
- [June 23, 2017] Li: "What are u doing different than liwens framework?"
- [June 23, 2017] Li: "Also do h only have one attribute?"
- [June 23, 2017]: Li: "An u be a little more specific? I feel like i m talking to a wall"



☆ PinscreenTeamAll

14 participants | <https://join.skype.com/L4luq1aWUhI2>



- carrie sun
- Cosimo Wei
- ? Frances Chen
- Han-Wei Kung
- ? Hao Li
- Jaewoo Seo
- Jens Fursund
- Koki Nagano
- Liwen Hu
- Ronald Yu
- Shunsuke Saito
- Sitao Xiang
- ? Stephen Chen
- Yi Zhou

We need to carefully divide the work
 Can u delegate the work to your friends?
 Friday, June 23, 2017

Sitao Xiang



94.9%on hair length
 also sometimes a certain augmentation make some attributes
 better but others worse

7:33 PM

Hao Li

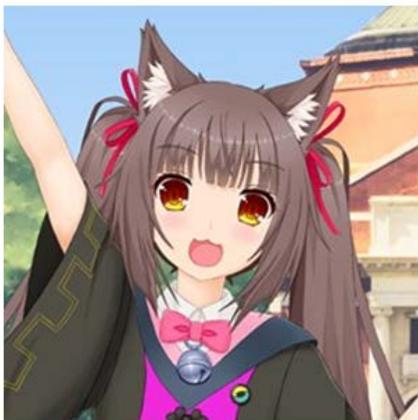


What are u doing different than liwens framework?
 Also do h only have one attribute?
 An u be a little more specific? I feel like i m talking to a wall

7:34 PM

Xiang's Skype profile with Skype ID "sitao.xiang":

S Contact profile ✕



☆ **Sitao Xiang**

○ Offline

Los Angeles, California, United States

Skype: [sitao.xiang](#)

Mobile: [+12134589097](#)

[Add Number](#)

Birth date
Monday, April 18, 1994

Age
24

Gender
Male

Language
Chinese

1 Li's group conversation with Xiang on "PinscreenTeamAll" Skype thread, shared with
2 Sadeghi and 14 other participants, including Sun, Wei, Yen-Chun Chen, Kung, Seo, Fursund,
3 Nagano, Hu, Yu, Saito, Xiang, Stephen Chen, and Zhou, dated June 23, 2017:

- 4 • [June 23, 2017] Xiang: "the main difference is in data augmentation / training / testing etc"
- 5 • [June 23, 2017] Xiang: "the structure is the same"
- 6 • [June 23, 2017] Li: "Are u fucking shitting me???"
- 7 • [June 23, 2017] Li: "Can you do proper assessment, with every attribute"

8  ☆ PinscreenTeamAll  
9 ▼ 14 participants | <https://join.skype.com/L4luq1aWUhl2>

10

11  carrie sun  Cosimo Wei  ? Frances Chen  Han-Wei Kung  ? Hao Li

12  Jaewoo Seo  Jens Fursund  Koki Nagano  Liwen Hu  Ronald Yu

13  Shunsuke Saito  Sitao Xiang  ? Stephen Chen  Yi Zhou

14

15  Hao Li **Friday, June 23, 2017** 7:37 PM
Every week i ask something i get a single number

16 **Sitao Xiang**

17  the main difference is in data augmentation / training / testing
etc
the structure is the same 7:37 PM

18

19 **Hao Li**

20  Are u fucking shitting me???

21 Can you do proper assessment, with every attribute 7:37 PM

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1 Li's private messages with Sadeghi on Skype, dated June 23, 2017:

- 2 • [June 23, 2017]: Li: "We need to make him report to us"
- 3 • [June 23, 2017]: Li: "He should not be autistic"

4  ☆ Hao Li  
5 ⓘ This person has not shared their details... | New York, New Y...

6
7 Contact request sent - [Resend contact request](#)

8
9 Liwen didn't have anything left for a short time but now is busy with the retargeting
Friday, June 23, 2017

10  We need to make him report to us 8:03 PM
11 He should not be autistic

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- 14 • [June 23, 2017]: Li: "Just make a serious face"
- 15 • [June 23, 2017]: Li: "Or talk like me 😊"
- 16 • [June 23, 2017]: Li: "He needs to learn manners"
- 17 • [June 23, 2017]: Li: "That will be my new project now"

18  ☆ Hao Li  
19 ⓘ This person has not shared their details... | New York, New Y...

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21 Contact request sent - [Resend contact request](#)

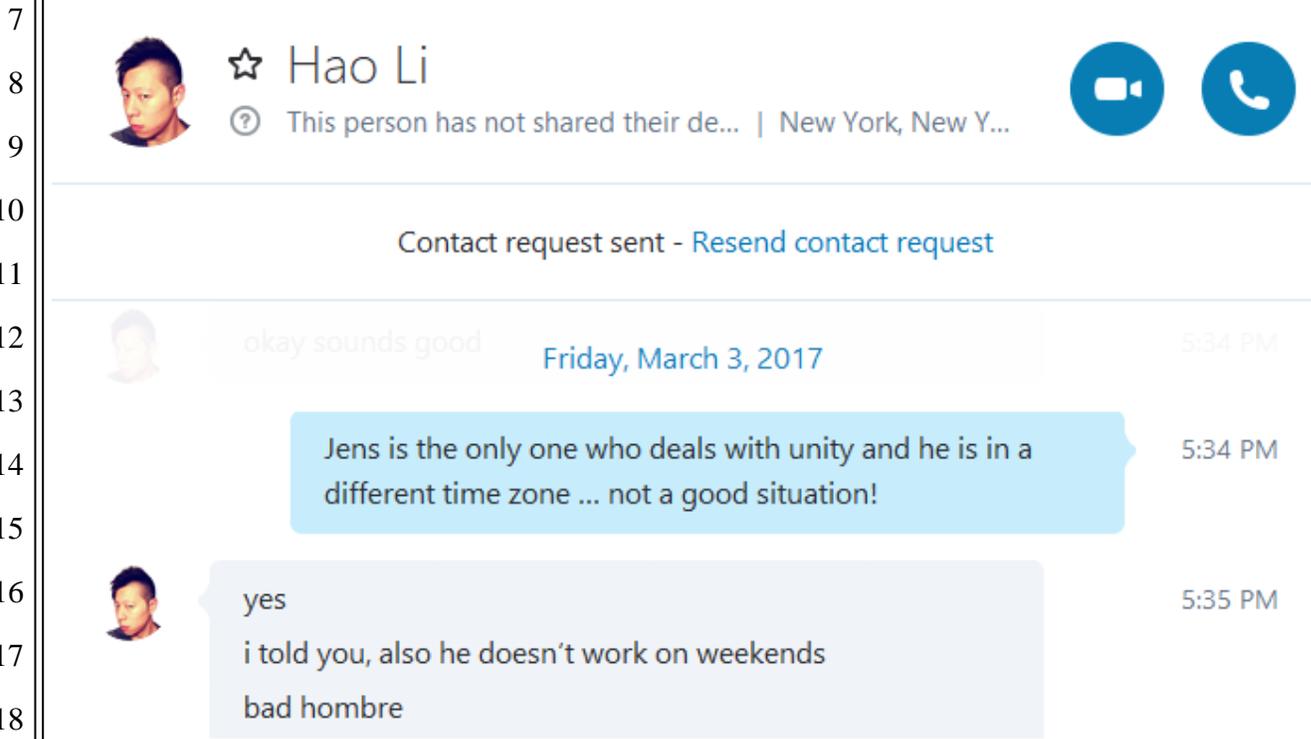
22
23 so I asked him for the update and setup a meeting with Liwen.
Friday, June 23, 2017
But he doesn't seem to have a sense of urgency.

24  Just make a serious face 8:09 PM
25 Or talk like me 😊
26 He needs to learn manners
27 That will be my new project now

28

1 10. Li's private conversation with Sadeghi on Skype, dated March 3, 2017:

- 2 • [March 3, 2017] Sadeghi: "Jens is the only one who deals with unity and he is in a
3 different time zone ... not a good situation!"
- 4 • [March 3, 2017] Li: "yes"
- 5 • [March 3, 2017] Li: "i told you, also he doesn't work on weekends"
- 6 • [March 3, 2017] Li: "bad hombre"



19
20 Li's private messages with Sadeghi on Skype, dated March 4, 2017:

- 21 • [March 4, 2017] Li: "How can CTO be in denmark 😊"
- 22 • [March 4, 2017] Li: "makes no sense"
- 23 • [March 4, 2017] Sadeghi: "Yeah it's almost impractical to work as a tab on the same issues
24 remotely Given the distance and time difference."
- 25 • [March 4, 2017] Li: "we actually agreed that he would come"
- 26 • [March 4, 2017] Li: "but out of a sudden he had a child"

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☆ Hao Li

ⓘ This person has not shared their de... | New York, New Y...



Contact request sent - [Resend contact request](#)

and shunsuke too

Saturday, March 4, 2017

yes

how can CTO be in denmark 😊

makes no sense

Yeah it's almost impractical to work as a tab on the same issues remotely Given the distance and time difference.

8:28 PM



we actually agreed that he would come but out of a sudden he had a child

8:28 PM

Li's group message to Sadeghi and Yen-Chun Chen on Skype, dated April 1, 2017:

- [April 1, 2017] Li: "jens is sick at every deadline we have this year, some folks are not around and it's annoying that others have to stay late and figure out the rest"



☆ Hao Li, Frances Chen

> 2 participants | <https://join.skype.com/Ga1QQGrPJvLF>



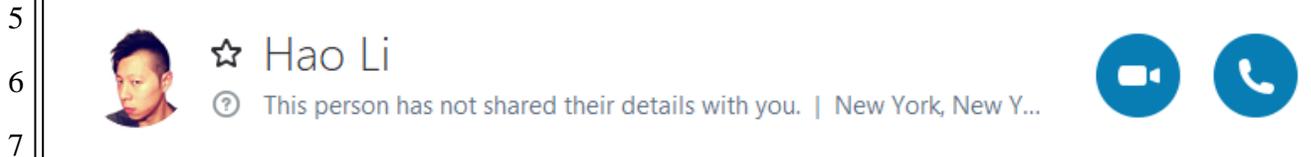
my issue is that there are items that we need urgently, and things have been dragged forever

Saturday, April 1, 2017

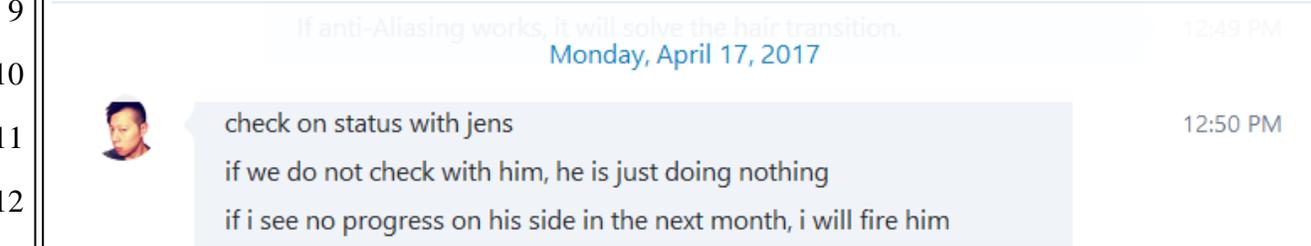
jens is sick at every deadline we have this year, some folks are not around and it's annoying that others have to stay late and figure out the rest

1 Li's private messages to Sadeghi on Skype, dated April 17, 2017:

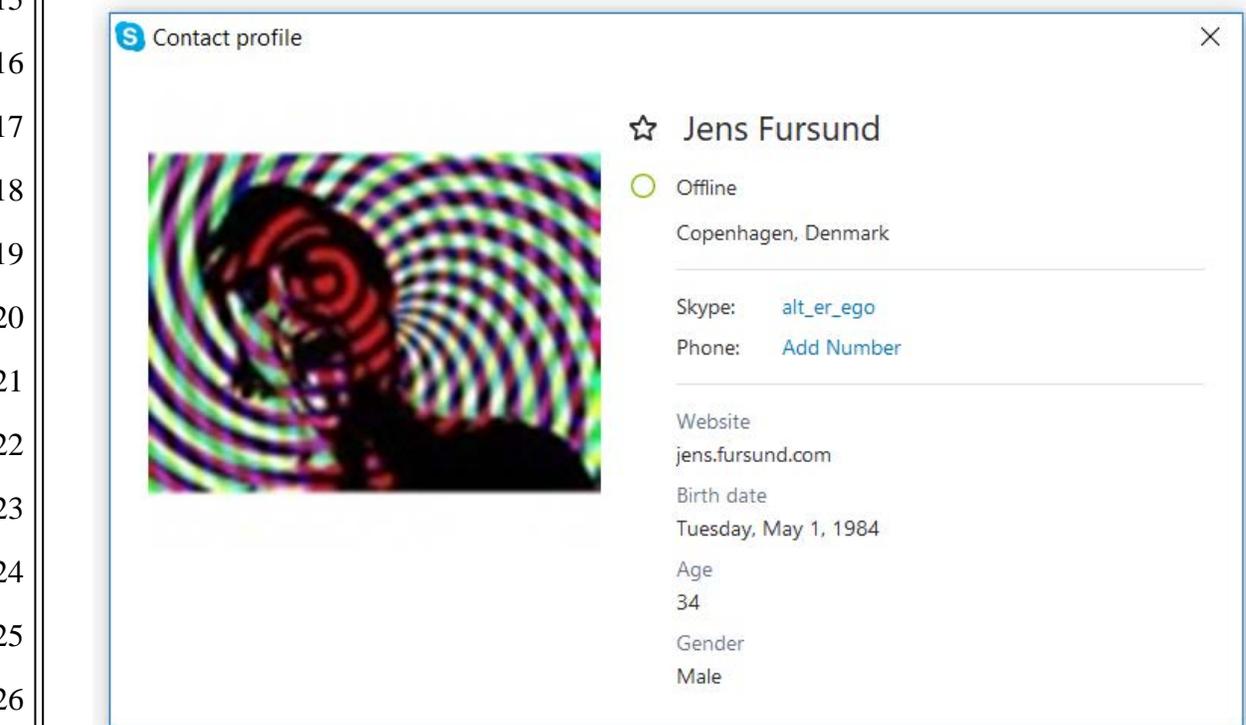
- 2 • [April 17, 2017] Li: "check on status with jens"
- 3 • [April 17, 2017] Li: "if we do not check with him, he is just doing nothing"
- 4 • [April 17, 2017] Li: "if i see no progress on his side in the next month, i will fire him"



8 Contact request sent - [Resend contact request](#)



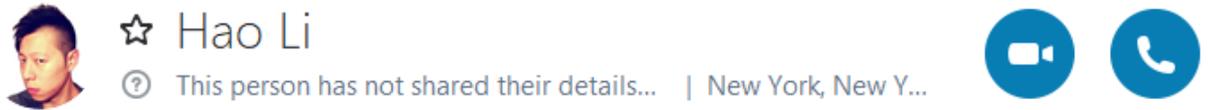
14 Fursunds's Skype profile with Skype ID "alt_er_ego":



28

1 Li's private messages to Sadeghi on Skype, dated April 17, 2017:

- 2 • [April 17, 2017] Li: "i understand he is having a baby, but I have never seen someone who
3 because of a baby cannot do any work for several months"



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7 Contact request sent - [Resend contact request](#)

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9 temporary is okay, but after 3-4 months, it is really starting
to not be fair to anyone else
Monday, April 17, 2017

10 i understand he is having a baby, but i have never seen
11 someone who because of a baby cannot do any work for
12 several months

13
14 11. Sadeghi's private message to Li on Skype, dated March 7, 2017:

- 15 • [March 7, 2017] Sadeghi: "Maybe ask him to share what he does overall on the weeklog
16 AND in detail in a Google doc with you and me only. Add that is because he works
17 remotely etc etc. Make sure he doesn't feel micromanaged or disrespected 😊"



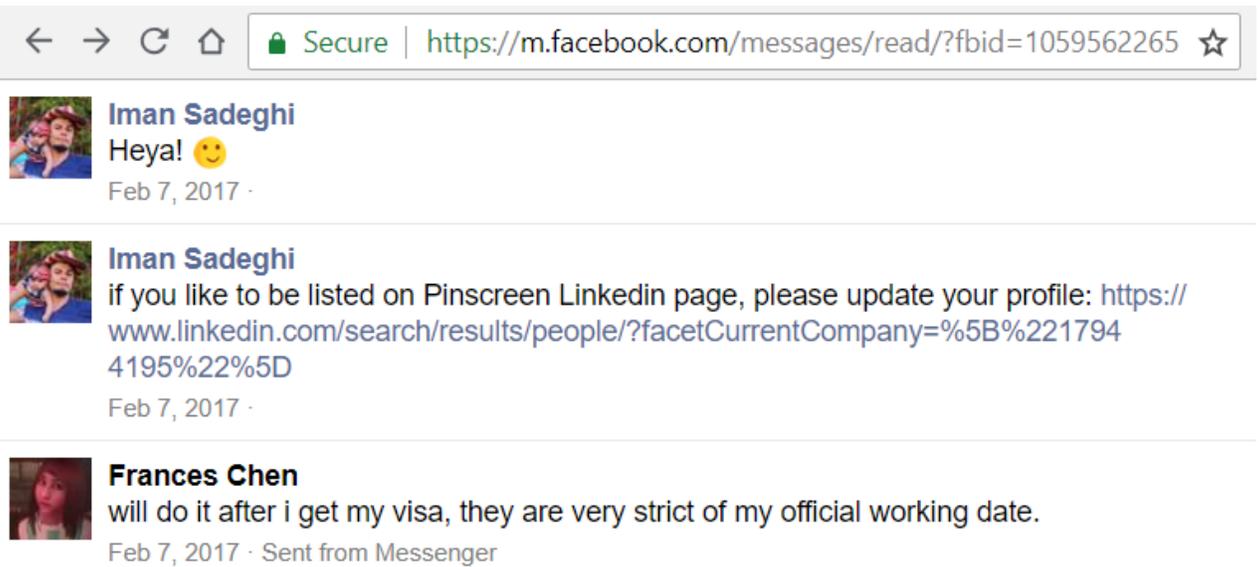
20
21 Contact request sent - [Resend contact request](#)

22
23 think otherwise.
Tuesday, March 7, 2017

24 Maybe ask him to share what he does overall on the weeklog
25 AND in detail in a Google doc with you and me only. Add that
26 is because he works remotely etc etc. Make sure he doesn't
27 feel micromanaged or disrespected 😊

1 12. Sadeghi’s private conversation with Yen-Chun Chen on Facebook, dated February 7, 2017:

- 2 • [February 7, 2017] Sadeghi: “Heya! 😊”
- 3 • [February 7, 2017] Sadeghi: “if you like to be listed on Pinscreen Linkedin page, please
4 update your profile:
5 “[https://www.linkedin.com/search/results/people/?facetCurrentCompany=%5B%22179441
6 95%22%5D](https://www.linkedin.com/search/results/people/?facetCurrentCompany=%5B%2217944195%22%5D)”
- 7 • [February 7, 2017] Yen-Chun Chen: “will do it after i get my visa, they are very strict of
8 my official working date.”



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13. Yen-Chun Chen's e-mail to Sadeghi and Li, dated February 3, 2017:

- [February 3, 2017] Yen-Chun Chen: "Hi Iman,"
- [February 3, 2017] Yen-Chun Chen: "I got your green card Pdf, We haven't received your confidential information signed one."
- [February 3, 2017] Yen-Chun Chen: "Can you send to us?"
- [February 3, 2017] Yen-Chun Chen: "Thanks"
- [February 3, 2017] Yen-Chun Chen: "Cheers,"
- [February 3, 2017] Yen-Chun Chen: "Frances"

 **Frances Chen** <frances@pinscreen.com> 2/3/17 ☆ Reply to all

to me, Hao

Hi Iman,

I got your green card Pdf, We haven't received your confidential information signed one.
Can you send to us?
Thanks

Cheers,
Frances

1 **EXHIBIT G**

2 **Sadeghi's Employment Contract with Pinscreen**

3 PINSSCREEN, INC.

4 January 23, 2017

5 ***VIA E-MAIL ONLY***

6 Iman Sadeghi

7 Re: **EMPLOYMENT AGREEMENT**

8 Dear Iman:

9 On behalf of PINSSCREEN, Inc., a Delaware corporation (the "Company"), I am pleased to
10 offer you the position of Vice President of Engineering. Your employment by the Company shall
be governed by the following terms and conditions (this "Agreement"):

11 1. **Duties and Scope of Employment.**

12 (a) **Position.** For the term of your employment under this Agreement (your
13 "Employment"), the Company agrees to employ you in the position of Vice President of
14 Engineering or any other position the Company subsequently may assign to you. You will report
to the Company's Chief Executive Officer (currently Hao Li) or to such other person as the
15 Company subsequently may determine (such persons, the "Supervisors"). You will perform the
duties and have the responsibilities and authority customarily performed and held by an employee
in your position or as otherwise may be assigned or delegated to you by the Supervisors.

16 (b) **Obligations to the Company.** During your Employment, you shall devote
17 your full business efforts and time to the Company. During your Employment, without the prior
written approval of at least one of the Supervisors, you shall not render services in any capacity to
18 any other person or entity and shall not act as a sole proprietor or partner of any other person or
entity. Notwithstanding the foregoing, you may serve on corporate, civic or charitable boards or
19 committees, deliver lectures, fulfill speaking engagements, teach at educational institutions, or
manage personal investments without such advance written consent, provided that such activities
do not individually or in the aggregate interfere with the performance of your duties under this
20 Agreement. You shall comply with the Company's policies and rules, as they may be in effect
from time to time during your Employment.

21 (c) **No Conflicting Obligations.** You represent and warrant to the Company
22 that you are under no obligations or commitments, whether contractual or otherwise, that are
inconsistent with your obligations under this Agreement. In connection with your Employment,
23 you shall not use or disclose any trade secrets or other proprietary information or intellectual
property in which you or any other person has any right, title or interest and your Employment will
24 not infringe or violate the rights of any other person. You represent and warrant to the Company
that you have returned all property and confidential information belonging to any prior employer.

25 (d) **Commencement Date.** Unless otherwise arranged between you and the
26 Company, you and the Company agree and acknowledge that your Employment shall commence
27 on February 2, 2017.

1 (a) **Employment at Will.** Your Employment shall be “at will,” meaning that
2 either you or the Company shall be entitled to terminate your Employment at any time and for any
3 reason, with or without Cause. Any contrary representations that may have been made to you shall
4 be superseded by this Agreement. This Agreement shall constitute the full and complete agreement
5 between you and the Company on the “at-will” nature of your Employment, which may only be
6 changed in an express written agreement signed by you and a duly authorized officer of the
7 Company.

8 (b) **Rights Upon Termination.** Upon the termination of your Employment,
9 you shall only be entitled to the compensation and benefits earned and the reimbursements
10 described in this Agreement for the period preceding the effective date of the termination.

11 6. **Pre-Employment Conditions.**

12 (a) **Confidentiality Agreement.** Your acceptance of this offer and
13 commencement of employment with the Company is contingent upon the execution, and delivery
14 to an officer of the Company, of the Company’s Confidential Information and Invention
15 Assignment Agreement, a copy of which is enclosed for your review and execution as Attachment
16 A (the “Confidentiality Agreement”).

17 (b) **Right to Work.** For purposes of federal immigration law, you will be
18 required to provide to the Company documentary evidence of your identity and eligibility for
19 employment in the United States. Such documentation must be provided to us on or before
20 February 15, 2017, or our employment relationship with you may be terminated.

21 (c) **Verification of Information.** This offer of employment is also contingent
22 upon the successful verification of the information you provided to the Company during your
23 application process, as well as a general background check performed by the Company to confirm
24 your suitability for employment. By accepting this offer of employment, you warrant that all
25 information provided by you is true and correct to the best of your knowledge, you agree to execute
26 any and all documentation necessary for the Company to conduct a background check and you
27 expressly release the Company from any claim or cause of action arising out of the Company’s
28 verification of such information.

7. **Miscellaneous Provisions.**

8 (a) **Notice.** Notices and all other communications contemplated by this
9 Agreement shall be in writing and shall be deemed to have been duly given when personally
10 delivered or when mailed by U.S. registered or certified mail, return receipt requested and postage
11 prepaid. In your case, mailed notices shall be addressed to you at the home address that you most
12 recently communicated to the Company in writing. In the case of the Company, mailed notices
13 shall be addressed to its corporate headquarters, and all notices shall be directed to the attention of
14 its Chief Executive Officer.

15 (b) **Modifications and Waivers.** No provision of this Agreement shall be
16 modified, waived or discharged unless the modification, waiver or discharge is agreed to in writing
17 and signed by you and by an authorized officer of the Company (other than you). No waiver by
18 either party of any breach of, or of compliance with, any condition or provision of this Agreement
19 by the other party shall be considered a waiver of any other condition or provision or of the same
20 condition or provision at another time.

1 (c) **Whole Agreement.** No other agreements, representations or
2 understandings (whether oral or written and whether express or implied) which are not expressly
3 set forth in this Agreement have been made or entered into by either party with respect to the
4 subject matter hereof. This Agreement and the Confidentiality Agreement contain the entire
5 understanding of the parties with respect to the subject matter hereof.

6 (d) **Withholding Taxes.** All payments made under this Agreement shall be
7 subject to reduction to reflect taxes or other charges required to be withheld by law.

8 (e) **Choice of Law and Severability.** This Agreement shall be interpreted in
9 accordance with the laws of the State of California without giving effect to provisions governing
10 the choice of law. If any provision of this Agreement becomes or is deemed invalid, illegal or
11 unenforceable in any applicable jurisdiction by reason of the scope, extent or duration of its
12 coverage, then such provision shall be deemed amended to the minimum extent necessary to
13 conform to applicable law so as to be valid and enforceable or, if such provision cannot be so
14 amended without materially altering the intention of the parties, then such provision shall be
15 stricken and the remainder of this Agreement shall continue in full force and effect. If any
16 provision of this Agreement is rendered illegal by any present or future statute, law, ordinance or
17 regulation (collectively, the "Law") then that provision shall be curtailed or limited only to the
18 minimum extent necessary to bring the provision into compliance with the Law. All the other
19 terms and provisions of this Agreement shall continue in full force and effect without impairment
20 or limitation.

21 (f) **No Assignment.** This Agreement and all of your rights and obligations
22 hereunder are personal to you and may not be transferred or assigned by you at any time. The
23 Company may assign its rights under this Agreement to any entity that assumes the Company's
24 obligations hereunder in connection with any sale or transfer of all or a substantial portion of the
25 Company's assets to such entity.

26 (g) **Counterparts.** This Agreement may be executed in two or more
27 counterparts, each of which shall be deemed an original, but all of which together shall constitute
28 one and the same instrument.

We are all delighted to be able to extend you this offer and look forward to working with
you. To indicate your acceptance of the Company's offer, please sign and date this letter in the
space provided below and return it to me, along with a signed and dated original copy of the
Confidentiality Agreement.

Very truly yours,

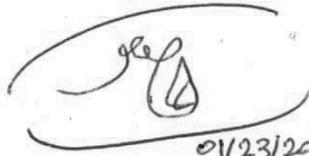
PINSCREEN, INC.



By: _____
Name: Hao Li
Title: CEO

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ACCEPTED AND AGREED:



By: _____ 01/23/2017
Name: Iman Sadeghi

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ATTACHMENT A

CONFIDENTIAL INFORMATION AGREEMENT

(See Attached)

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PINSCREEN, INC.

**CONFIDENTIAL INFORMATION AND
INVENTION ASSIGNMENT AGREEMENT**

Employee Name: Iman Sadeghi

Effective Date: February 2, 2017

As a condition of my becoming employed (or my employment being continued) by Pinscreen, Inc., a Delaware corporation, or any of its current or future subsidiaries, affiliates, successors or assigns (collectively, the “Company”), and in consideration of my employment with the Company and my receipt of the compensation now and hereafter paid to me by the Company, I agree to the following:

1. **Relationship.** This Confidential Information and Invention Assignment Agreement (this “Agreement”) will apply to my employment relationship with the Company. If that relationship ends and the Company, within a year thereafter, either reemploys me or engages me as a consultant, I agree that this Agreement will also apply to such later employment or consulting relationship, unless the Company and I otherwise agree in writing. Any such employment or consulting relationship between the parties hereto, whether commenced prior to, upon or after the date of this Agreement, is referred to herein as the “Relationship.”

2. **Duties.** I will perform for the Company such duties as may be designated by the Company from time to time or that are otherwise within the scope of the Relationship and not contrary to instructions from the Company. During the Relationship, I will devote my entire best business efforts to the interests of the Company and will not engage in other employment or in any activities detrimental to the best interests of the Company without the prior written consent of the Company.

3. **Confidential Information.**

(a) **Protection of Information.** I understand that during the Relationship, the Company intends to provide me with information, including Confidential Information (as defined below), without which I would not be able to perform my duties to the Company. I agree, at all times during the term of the Relationship and thereafter, to hold in strictest confidence, and not to use, except for the benefit of the Company to the extent necessary to perform my obligations to the Company under the Relationship, and not to disclose to any person, firm, corporation or other entity, without written authorization from the Company in each instance, any Confidential Information that I obtain, access or create during the term of the Relationship, whether or not during working hours, until such Confidential Information becomes publicly and widely known and made generally available through no wrongful act of mine or of others who were under confidentiality obligations as to the item or items involved. I further agree not to make copies of such Confidential Information except as authorized by the Company.

1 (b) **Confidential Information.** I understand that “Confidential Information”
2 means information and physical material not generally known or available outside the Company
3 and information and physical material entrusted to the Company in confidence by third parties.
4 Confidential Information includes, without limitation: (i) Company Inventions (as defined
5 below); and (ii) technical data, trade secrets, know-how, research, product or service ideas or
6 plans, software codes and designs, algorithms, developments, inventions, patent applications,
7 laboratory notebooks, processes, formulas, techniques, biological materials, mask works,
8 engineering designs and drawings, hardware configuration information, agreements with third
9 parties, lists of, or information relating to, employees and consultants of the Company
10 (including, but not limited to, the names, contact information, jobs, compensation, and expertise
11 of such employees and consultants), lists of, or information relating to, suppliers and customers
12 (including, but not limited to, customers of the Company on whom I called or with whom I
13 became acquainted during the Relationship), price lists, pricing methodologies, cost data, market
14 share data, marketing plans, licenses, contract information, business plans, financial forecasts,
15 historical financial data, budgets or other business information disclosed to me by the Company
16 either directly or indirectly, whether in writing, electronically, orally, or by observation.

17 (c) **Third Party Information.** My agreements in this Section 3 are intended
18 to be for the benefit of the Company and any third party that has entrusted information or
19 physical material to the Company in confidence. I further agree that, during the term of the
20 Relationship and thereafter, I will not improperly use or disclose to the Company any
21 confidential, proprietary or secret information of my former employer(s) or any other person, and
22 I agree not to bring any such information onto the Company’s property or place of business.

23 (d) **Other Rights.** This Agreement is intended to supplement, and not to
24 supersede, any rights the Company may have in law or equity with respect to the protection of
25 trade secrets or confidential or proprietary information.

26 4. **Ownership of Inventions.**

27 (a) **Inventions Retained and Licensed.** I have attached hereto, as Exhibit A,
28 a complete list describing with particularity all Inventions (as defined below) that, as of the
Effective Date: (i) I made, and/or (ii) belong solely to me or belong to me jointly with others or
in which I have an interest, and that relate in any way to any of the Company’s actual or
proposed businesses, products, services, or research and development, and which are not
assigned to the Company hereunder; or, if no such list is attached, I represent that there are no
such Inventions at the time of signing this Agreement, and to the extent such Inventions do exist
and are not listed on Exhibit A, I hereby forever waive any and all rights or claims of ownership
to such Inventions. I understand that my listing of any Inventions on Exhibit A does not
constitute an acknowledgement by the Company of the existence or extent of such Inventions,
nor of my ownership of such Inventions. I further understand that I must receive the formal
approval of the Company before commencing my Relationship with the Company.

(b) **Use or Incorporation of Inventions.** If in the course of the Relationship,
I use or incorporate into a product, service, process or machine any Invention not covered by
Section 4(d) of this Agreement in which I have an interest, I will promptly so inform the
Company in writing. Whether or not I give such notice, I hereby irrevocably grant to the

1 Company a nonexclusive, fully paid-up, royalty-free, assumable, perpetual, worldwide license,
2 with right to transfer and to sublicense, to practice and exploit such Invention and to make, have
3 made, copy, modify, make derivative works of, use, sell, import, and otherwise distribute such
4 Invention under all applicable intellectual property laws without restriction of any kind.

4 (c) **Inventions.** I understand that “Inventions” means discoveries,
5 developments, concepts, designs, ideas, know how, improvements, inventions, trade secrets
6 and/or original works of authorship, whether or not patentable, copyrightable or otherwise
7 legally protectable. I understand this includes, but is not limited to, any new product, machine,
8 article of manufacture, biological material, method, procedure, process, technique, use,
9 equipment, device, apparatus, system, compound, formulation, composition of matter, design or
10 configuration of any kind, or any improvement thereon. I understand that “Company
11 Inventions” means any and all Inventions that I may solely or jointly author, discover, develop,
12 conceive, or reduce to practice during the period of the Relationship, except as otherwise
13 provided in Section 5 below.

10 (d) **Assignment of Company Inventions.** I agree that I will promptly make
11 full written disclosure to the Company, will hold in trust for the sole right and benefit of the
12 Company, and hereby assign to the Company, or its designee, all my right, title and interest
13 throughout the world in and to any and all Company Inventions and all patent, copyright,
14 trademark, trade secret and other intellectual property rights therein. I hereby waive and
15 irrevocably quitclaim to the Company or its designee any and all claims, of any nature
16 whatsoever, that I now have or may hereafter have for infringement of any and all Company
17 Inventions. I further acknowledge that all Company Inventions that are made by me (solely or
18 jointly with others) within the scope of and during the period of the Relationship are “works
19 made for hire” (to the greatest extent permitted by applicable law) and are compensated by my
20 salary. Any assignment of Company Inventions includes all rights of attribution, paternity,
21 integrity, modification, disclosure and withdrawal, and any other rights throughout the world that
22 may be known as or referred to as “moral rights,” “artist’s rights,” “droit moral,” or the like
23 (collectively, “Moral Rights”). To the extent that Moral Rights cannot be assigned under
24 applicable law, I hereby waive and agree not to enforce any and all Moral Rights, including,
25 without limitation, any limitation on subsequent modification, to the extent permitted under
26 applicable law.

19 (e) **Maintenance of Records.** I agree to keep and maintain adequate and
20 current written records of all Company Inventions made or conceived by me (solely or jointly
21 with others) during the term of the Relationship. The records may be in the form of notes,
22 sketches, drawings, flow charts, electronic data or recordings, laboratory notebooks, or any other
23 format. The records will be available to and remain the sole property of the Company at all
24 times. I agree not to remove such records from the Company’s place of business except as
25 expressly permitted by Company policy which may, from time to time, be revised at the sole
26 election of the Company for the purpose of furthering the Company’s business. I agree to
27 deliver all such records (including any copies thereof) to the Company at the time of termination
28 of the Relationship as provided for in Section 5 and Section 6.

25 (f) **Patent and Copyright Rights.** I agree to assist the Company, or its
26 designee, at its expense, in every proper way to secure the Company’s, or its designee’s, rights in

1 the Company Inventions and any copyrights, patents, trademarks, mask work rights, Moral
2 Rights, or other intellectual property rights relating thereto in any and all countries, including the
3 disclosure to the Company or its designee of all pertinent information and data with respect
4 thereto, the execution of all applications, specifications, oaths, assignments, recordations, and all
5 other instruments which the Company or its designee shall deem necessary in order to apply for,
6 obtain, maintain and transfer such rights, or if not transferable, waive and agree never to assert
7 such rights, and in order to assign and convey to the Company or its designee, and any
8 successors, assigns and nominees the sole and exclusive right, title and interest in and to such
9 Company Inventions, and any copyrights, patents, mask work rights or other intellectual property
10 rights relating thereto. I further agree that my obligation to execute or cause to be executed,
11 when it is in my power to do so, any such instrument or papers shall continue during and at all
12 times after the end of the Relationship and until the expiration of the last such intellectual
13 property right to expire in any country of the world. I hereby irrevocably designate and appoint
14 the Company and its duly authorized officers and agents as my agent and attorney-in-fact, to act
15 for and in my behalf and stead to execute and file any such instruments and papers and to do all
16 other lawfully permitted acts to further the application for, prosecution, issuance, maintenance or
17 transfer of letters patent, copyright, mask work and other registrations related to such Company
18 Inventions. This power of attorney is coupled with an interest and shall not be affected by my
19 subsequent incapacity.

12 5. **Company Property; Returning Company Documents.** I acknowledge and
13 agree that I have no expectation of privacy with respect to the Company's telecommunications,
14 networking or information processing systems (including, without limitation, files, e-mail
15 messages, and voice messages) and that my activity and any files or messages on or using any of
16 those systems may be monitored or reviewed at any time without notice. I further agree that any
17 property situated on the Company's premises and owned by the Company, including disks and
18 other storage media, filing cabinets or other work areas, is subject to inspection by Company
19 personnel at any time with or without notice. I agree that, at the time of termination of the
20 Relationship, I will deliver to the Company (and will not keep in my possession, recreate or
21 deliver to anyone else) any and all devices, records, data, notes, reports, proposals, lists,
22 correspondence, specifications, drawings, blueprints, sketches, laboratory notebooks, materials,
23 flow charts, equipment, other documents or property, or reproductions of any of the
24 aforementioned items developed by me pursuant to the Relationship or otherwise belonging to
25 the Company, its successors or assigns.

20 6. **Termination Certification.** In the event of the termination of the Relationship, I
21 agree to sign and deliver the "Termination Certification" attached hereto as Exhibit B; however,
22 my failure to sign and deliver the Termination Certification shall in no way diminish my
23 continuing obligations under this Agreement.

23 7. **Notice to Third Parties.** I agree that during the periods of time during which I
24 am restricted in taking certain actions by the terms of this Agreement (the "Restriction Period"),
25 I shall inform any entity or person with whom I may seek to enter into a business relationship
26 (whether as an owner, employee, independent contractor or otherwise) of my contractual
27 obligations under this Agreement. I also understand and agree that the Company may, with or
28 without prior notice to me and during or after the term of the Relationship, notify third parties of
my agreements and obligations under this Agreement. I further agree that, upon written request

1 by the Company, I will respond to the Company in writing regarding the status of my
2 employment or proposed employment with any party during the Restriction Period.

3 8. **Solicitation of Employees, Consultants and Other Parties.** As described
4 above, I acknowledge and agree that the Company's Confidential Information includes
5 information relating to the Company's employees, consultants, customers and others, and that I
6 will not use or disclose such Confidential Information except as authorized by the Company. I
7 further agree as follows:

8 (a) **Employees, Consultants.** I agree that during the term of the Relationship,
9 and for a period of twelve (12) months immediately following the termination of the
10 Relationship for any reason, whether with or without cause, I shall not, directly or indirectly,
11 solicit, induce, recruit or encourage any of the Company's employees or consultants to terminate
12 their relationship with the Company, or attempt to solicit, induce, recruit, encourage or take away
13 employees or consultants of the Company, either for myself or for any other person or entity.

14 (b) **Other Parties.** I agree that during the term of the Relationship, I will not
15 negatively influence any of the Company's clients, licensors, licensees or customers from
16 purchasing Company products or services or solicit or influence or attempt to influence any
17 client, licensor, licensee, customer or other person either directly or indirectly, to direct any
18 purchase of products and/or services to any person, firm, corporation, institution or other entity
19 in competition with the business of the Company. In addition, I acknowledge that the Company
20 has valuable Trade Secrets (as defined by applicable law from time to time) to which I will have
21 access during the term of the Relationship. I understand that the Company intends to vigorously
22 pursue its rights under applicable Trade Secrets law if, during a period of twelve (12) months
23 immediately following the termination of the Relationship for any reason, whether with or
24 without cause, I solicit or influence or attempt to influence any client, licensor, licensee,
25 customer or other person either directly or indirectly, to direct any purchase of products and/or
26 services to any person, firm, corporation, institution or other entity in competition with the
27 business of the Company. Thereafter, the Company intends to vigorously pursue its rights under
28 applicable Trade Secrets law as the circumstances warrant.

9. **At-Will Relationship.** I understand and acknowledge that, except as may be
otherwise explicitly provided in a separate written agreement between the Company and me, my
Relationship with the Company is and shall continue to be at-will, as defined under applicable
law, meaning that either I or the Company may terminate the Relationship at any time for any
reason or no reason, without further obligation or liability, other than those provisions of this
Agreement that explicitly continue in effect after the termination of the Relationship.

10. **Representations and Covenants.**

(a) **Facilitation of Agreement.** I agree to execute promptly, both during and
after the end of the Relationship, any proper oath, and to verify any proper document, required to
carry out the terms of this Agreement, upon the Company's written request to do so.

(b) **No Conflicts.** I represent that my performance of all the terms of this
Agreement does not and will not breach any agreement I have entered into, or will enter into,

1 with any third party, including without limitation any agreement to keep in confidence
2 proprietary information or materials acquired by me in confidence or in trust prior to or during
3 the Relationship. I will not disclose to the Company or use any inventions, confidential or non-
4 public proprietary information or material belonging to any previous client, employer or any
5 other party. I will not induce the Company to use any inventions, confidential or non-public
6 proprietary information, or material belonging to any previous client, employer or any other
7 party. I acknowledge and agree that I have listed on Exhibit A all agreements (e.g., non-
8 competition agreements, non-solicitation of customers agreements, non-solicitation of employees
9 agreements, confidentiality agreements, inventions agreements, etc.), if any, with a current or
10 former client, employer, or any other person or entity, that may restrict my ability to accept
11 employment with the Company or my ability to recruit or engage customers or service providers
12 on behalf of the Company, or otherwise relate to or restrict my ability to perform my duties for
13 the Company or any obligation I may have to the Company. I agree not to enter into any written
14 or oral agreement that conflicts with the provisions of this Agreement.

15 (c) **Voluntary Execution.** I certify and acknowledge that I have carefully
16 read all of the provisions of this Agreement, that I understand and have voluntarily accepted such
17 provisions, and that I will fully and faithfully comply with such provisions.

18 11. **Electronic Delivery.** Nothing herein is intended to imply a right to participate in
19 any of the Company's equity incentive plans, however, if I do participate in such plan(s), the
20 Company may, in its sole discretion, decide to deliver any documents related to my participation
21 in the Company's equity incentive plan(s) by electronic means or to request my consent to
22 participate in such plan(s) by electronic means. I hereby consent to receive such documents by
23 electronic delivery and agree, if applicable, to participate in such plan(s) through an on-line or
24 electronic system established and maintained by the Company or a third party designated by the
25 Company.

26 12. **Miscellaneous.**

27 (a) **Governing Law.** The validity, interpretation, construction and
28 performance of this Agreement, and all acts and transactions pursuant hereto and the rights and
obligations of the parties hereto shall be governed, construed and interpreted in accordance with
the laws of the state of California, without giving effect to the principles of conflict of laws.

(b) **Entire Agreement.** This Agreement sets forth the entire agreement and
understanding between the Company and me relating to its subject matter and merges all prior
discussions between us. No amendment to this Agreement will be effective unless in writing
signed by both parties to this Agreement. The Company shall not be deemed hereby to have
waived any rights or remedies it may have in law or equity, nor to have given any authorizations
or waived any of its rights under this Agreement, unless, and only to the extent, it does so by a
specific writing signed by a duly authorized officer of the Company, it being understood that,
even if I am an officer of the Company, I will not have authority to give any such authorizations
or waivers for the Company under this Agreement without specific approval by the Board of
Directors. Any subsequent change or changes in my duties, obligations, rights or compensation
will not affect the validity or scope of this Agreement.

1 (c) **Successors and Assigns.** This Agreement will be binding upon my heirs,
2 executors, administrators and other legal representatives, and my successors and assigns, and
3 will be for the benefit of the Company, its successors, and its assigns.

4 (d) **Notices.** Any notice, demand or request required or permitted to be given
5 under this Agreement shall be in writing and shall be deemed sufficient when delivered
6 personally or by overnight courier or sent by email, or 48 hours after being deposited in the U.S.
7 mail as certified or registered mail with postage prepaid, addressed to the party to be notified at
8 such party's address as set forth on the signature page, as subsequently modified by written
9 notice, or if no address is specified on the signature page, at the most recent address set forth in
10 the Company's books and records.

11 (e) **Severability.** If one or more of the provisions in this Agreement are
12 deemed void or unenforceable to any extent in any context, such provisions shall nevertheless be
13 enforced to the fullest extent allowed by law in that and other contexts, and the validity and force
14 of the remainder of this Agreement shall not be affected. The Company and I have attempted to
15 limit my right to use, maintain and disclose the Company's Confidential Information, and to
16 limit my right to solicit employees and customers only to the extent necessary to protect the
17 Company from unfair competition. Should a court of competent jurisdiction determine that the
18 scope of the covenants contained in Section 8 exceeds the maximum restrictiveness such court
19 deems reasonable and enforceable, the parties intend that the court should reform, modify and
20 enforce the provision to such narrower scope as it determines to be reasonable and enforceable
21 under the circumstances existing at that time.

22 (f) **Remedies.** I acknowledge and agree that violation of this Agreement by
23 me may cause the Company irreparable harm, and therefore I agree that the Company will be
24 entitled to seek extraordinary relief in court, including, but not limited to, temporary restraining
25 orders, preliminary injunctions and permanent injunctions without the necessity of posting a
26 bond or other security (or, where such a bond or security is required, I agree that a \$1,000 bond
27 will be adequate), in addition to and without prejudice to any other rights or remedies that the
28 Company may have for a breach of this Agreement.

(g) **Advice of Counsel.** I ACKNOWLEDGE THAT, IN EXECUTING THIS
AGREEMENT, I HAVE HAD THE OPPORTUNITY TO SEEK THE ADVICE OF
INDEPENDENT LEGAL COUNSEL, AND I HAVE READ AND UNDERSTOOD ALL OF
THE TERMS AND PROVISIONS OF THIS AGREEMENT. THIS AGREEMENT SHALL
NOT BE CONSTRUED AGAINST ANY PARTY BY REASON OF THE DRAFTING OR
PREPARATION HEREOF.

(h) **Counterparts.** This Agreement may be executed in any number of
counterparts, each of which when so executed and delivered shall be deemed an original, and all
of which together shall constitute one and the same agreement.

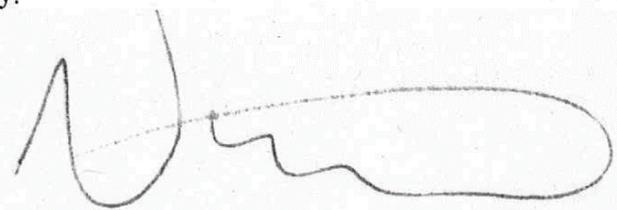
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The parties have executed this Agreement on the respective dates set forth below, to be effective as of the Effective Date first above written.

PINSCREEN, INC.:

By:

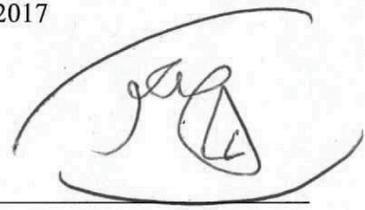


(Signature)

Name: Hao Li
Title: CEO

Date: January 23, 2017

EMPLOYEE:



IMAN SADEGHI

(Signature)

Address: _____
340 Main St
Venice, CA 90291

Email: sadeghi@gmail.com

Date: 01/23/2017

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EXHIBIT A

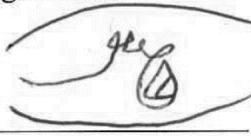
**LIST OF PRIOR INVENTIONS
AND ORIGINAL WORKS OF AUTHORSHIP
EXCLUDED UNDER SECTION 4(a) AND CONFLICTING AGREEMENTS
DISCLOSED UNDER SECTION 10(b)**

The following is a list of (i) all Inventions that, as of the Effective Date: (A) I made, and/or (B) belong solely to me or belong to me jointly with others or in which I have an interest, and that relate in any way to any of the Company's actual or proposed businesses, products, services, or research and development, and which are not assigned to the Company and (ii) all agreements, if any, with a current or former client, employer, or any other person or entity, that may restrict my ability to accept employment with the Company or my ability to recruit or engage customers or service providers on behalf of the Company, or otherwise relate to or restrict my ability to perform my duties for the Company or any obligation I may have to the Company:

<u>Title</u>	<u>Date</u>	<u>Identifying Number or Brief Description</u>
<i>Will be submitted within the first week of employment.</i>		

Except as indicated above on this exhibit, I have no inventions, improvements or original works to disclose pursuant to Section 4(a) of this Agreement and no agreements to disclose pursuant to Section 10(b) of this Agreement.

___ Additional sheets attached



Signature of Employee: _____

Print Name of Employee: IMAN SADEGHI

Date: 01/23/2017

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EXHIBIT B

TERMINATION CERTIFICATION

This is to certify that I do not have in my possession, nor have I failed to return, any devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, laboratory notebooks, flow charts, materials, equipment, other documents or property, or copies or reproductions of any aforementioned items belonging to Pinscreen, Inc., a Delaware corporation, its subsidiaries, affiliates, successors or assigns (collectively, the “Company”).

I further certify that I have complied with all the terms of the Company’s Confidential Information and Invention Assignment Agreement signed by me, including the reporting of any Inventions (as defined therein), conceived or made by me (solely or jointly with others) covered by that agreement, and I acknowledge my continuing obligations under that agreement.

I further agree that, in compliance with the Confidential Information and Invention Assignment Agreement, I will preserve as confidential all trade secrets, confidential knowledge, data or other proprietary information relating to products, processes, know-how, designs, formulas, developmental or experimental work, computer programs, data bases, other original works of authorship, customer lists, business plans, financial information or other subject matter pertaining to any business of the Company or any of its employees, clients, consultants or licensees.

I further agree that for twelve (12) months from the date of this Certification, I shall not either directly or indirectly solicit, induce, recruit or encourage any of the Company’s employees or consultants to terminate their relationship with the Company, or attempt to solicit, induce, recruit, encourage or take away employees or consultants of the Company, either for myself or for any other person or entity.

Further, I agree that I shall not use any Confidential Information of the Company to negatively influence any of the Company’s clients or customers from purchasing Company products or services or to solicit or influence or attempt to influence any client, customer or other person either directly or indirectly, to direct any purchase of products and/or services to any person, firm, corporation, institution or other entity in competition with the business of the Company.

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Further, I acknowledge that the Company has valuable Trade Secrets (as defined by applicable law from time to time) to which I have had access. I understand that the Company intends to vigorously pursue its rights under applicable Trade Secrets law if, during a period of twelve (12) months from the date of this Certification, I solicit or influence or attempt to influence any client, licensor, licensee, customer or other person either directly or indirectly, to direct any purchase of products and/or services to any person, firm, corporation, institution or other entity in competition with the business of the Company. Thereafter, the Company intends to vigorously pursue its rights under applicable Trade Secrets law as the circumstances warrant.

Date: _____

EMPLOYEE:

IMAN SADEGHI

(Signature)

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EXHIBIT A

**LIST OF PRIOR INVENTIONS
AND ORIGINAL WORKS OF AUTHORSHIP
EXCLUDED UNDER SECTION 4(a) AND CONFLICTING AGREEMENTS
DISCLOSED UNDER SECTION 10(b)**

The following is a list of (i) all Inventions that, as of the Effective Date: (A) I made, and/or (B) belong solely to me or belong to me jointly with others or in which I have an interest, and that relate in any way to any of the Company's actual or proposed businesses, products, services, or research and development, and which are not assigned to the Company and (ii) all agreements, if any, with a current or former client, employer, or any other person or entity, that may restrict my ability to accept employment with the Company or my ability to recruit or engage customers or service providers on behalf of the Company, or otherwise relate to or restrict my ability to perform my duties for the Company or any obligation I may have to the Company:

<u>Title</u>	<u>Date</u>	<u>Identifying Number or Brief Description</u>
<i>I have multiple projects which have all started on or before 2016 and are not related to the Pinscreen Inc market. The related markets are:</i>		
<i>- IC design & embedded systems</i>		
<i>- Business development coach</i>		
<i>- Life coaching & therapies</i>		
<i>- Finance & stock market</i>		
<i>- Charity & non-profits</i>		
<i>- Genetics & biology</i>		
<i>- Health & nutrition</i>		
<i>- Medicine & drugs</i>		
<i>- Online retails</i>		
<i>- Real estate</i>		
<i>- Fitness</i>		
<i>- Yoga</i>		
<i>- Zen</i>		

Except as indicated above on this exhibit, I have no inventions, improvements or original works to disclose pursuant to Section 4(a) of this Agreement and no agreements to disclose pursuant to Section 10(b) of this Agreement.

___ Additional sheets attached

Signature of Employee: _____

Print Name of Employee: IMAN SADEGHI

Date: 2/7/2017

1 **EXHIBIT H**

2 **Sadeghi's Termination Letter from Pinscreen**

3 Pinscreen Inc.
4 12400 Wilshire Blvd Suite 1480,
5 Los Angeles, CA 90025

6 August 7, 2017

7 Mr. Iman Sadeghi

8 **Re: Termination Information and Severance Agreement and General Release**

9 Dear Iman,

10 Your last day of employment with Pinscreen, Inc., is August 7, 2017. The Company appreciates your service and is
11 prepared to offer you severance in exchange for a release. A copy of the proposed Severance Agreement and
General Release is attached for your consideration.

12 On the day of your termination, you will be paid all compensation currently due and owing to you through
13 August 7, 2017. In addition, you will be paid all earned and unused PTO time (128 hours). These amounts will
be direct deposited into your cash account used for payroll checks.

14 You may be eligible for COBRA election after that. Related information will be sent to you under separate
15 cover. Please notify Yen Chun Chen of any changes in your permanent address to avoid a delay in receiving any
paperwork.

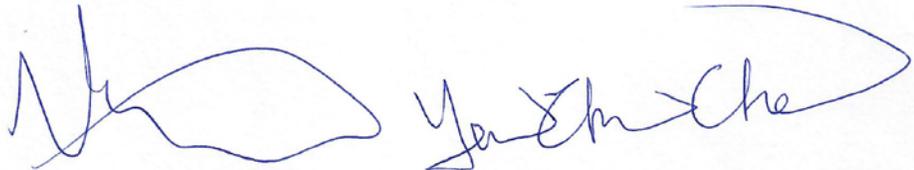
16 Please return all company property (including laptops, cell phones, code, software, computer parts, storage devices,
17 electronics, documents, etc.) upon termination. Please also return (or destroy if such information is in electronic
18 format) all confidential/proprietary information pertaining to Pinscreen and its technology, contracts, customers,
vendors, affiliates, and related peoples and entities, in your possession. If you don't have any company property at
19 the time of termination, please return that property immediately to the Company at the address above

20 Finally, we remind you of your continuing obligation to uphold the provisions of the Confidential Information
and Inventions Assignment Agreement you executed on February 2, 2017. Pursuant to that agreement, you are
21 also required to sign and return to us Exhibit B, by which you will also be bound.

22 We wish you the best of luck in your future endeavors.

23 Sincerely,

24
25 Hao LI
Yen Chun Chen
26 Pinscreen, Inc.



27 Private and Confidential

1 **EXHIBIT I**

2 **Pinscreen’s Severance Offer to Sadeghi in Exchange for a Release**

3 **SEVERANCE AGREEMENT AND GENERAL RELEASE OF CLAIMS**

4 This Severance Agreement and General Release of Claims (the “Agreement”) is
5 entered into by and between Iman Sadeghi (“Employee” or “you”) and Pinscreen,
6 Inc. (“Employer”) (singly, a “Party” and jointly, the “Parties”) in complete, final and
7 binding settlement of all claims and potential claims, if any, with respect to their
8 employment relationship.

9 This Agreement confirms the terms of your separation from Employer effective
10 August 7, 2017 (the “Separation Date”). In consideration for your signing this
11 Agreement, and providing the general release, you will receive the severance
12 benefits identified in paragraph 1 below, which you acknowledge you would not
13 otherwise be entitled to receive.

14 NOW, THEREFORE, in consideration of the promises and releases given herein,
15 the Parties hereby agree as follows:

- 16
- 17 1. **Severance Payment and Tax Liability.** Provided Employee signs this
18 Agreement, Employer agrees to pay to Employee the gross amount of
19 Thirteen Thousand Seven Hundred Fifty Dollars and No Cents
20 (\$13,750.00), less deductions authorized or required by law, which is one
21 month’s compensation at Employee’s current wage rate. The net severance
22 amount (Eight Thousand Eight Hundred Sixteen Dollars and Five Cents
23 (\$8,816.05)) will be paid within ten business days after Employer’s receipt of
24 this signed Agreement from Employer. Unless Employee directs otherwise
25 in writing, the severance check shall be mailed to Employee at his current
26 home mailing address. This payment represents amounts that are over and
27 above the compensation which Employee is otherwise entitled to receive
28 from the Employer (which has been paid separately) and represent
consideration for the release of claims set forth in paragraphs 4 and 5
below. Employee expressly agrees to be solely responsible for any
additional tax liability that may result from payment of the all amounts under
this Agreement, including penalties, interest and forfeitures arising from
such payments, if any, and expressly acknowledges that Employer is not
liable for the tax consequences of this settlement.
2. All other compensation and benefits enjoyed by Employee as part of
Employee’s employment with Employer shall cease as of the Separation
Date. Employee may elect continued health insurance coverage under
COBRA, details of which will be mailed in a separate notice in accordance
with COBRA requirements.
3. Employee represents and agrees that as of the Separation Date, Employer
has paid Employee all money currently owed to Employee, including but not
limited to all salary, commissions, wages, overtime payments, and accrued
but unused vacation or other pay, due and owing to Employee from

1 Employer through the Separation Date, less any deductions required or
2 permitted by law.

3 **4. General Release of the Employer Released Parties.** In return for the
4 Employer's payment of the additional amounts set forth above in paragraph
5 1 above, less deductions authorized or required by law, and except as
6 otherwise provided in paragraph 6, the Employee forever releases and
7 discharges the Employer and its successors, affiliates, subsidiaries,
8 assigns, professional corporations, partners, shareholders, owners, officers,
9 directors, employees, attorneys, and representatives and all persons acting
10 by, through, under or in concert with them, or any of them (collectively, the
11 "Employer Released Parties"), of and from any and all manner of action or
12 actions, cause or causes of action, in law or in equity, suits, debts, liens,
13 contracts, agreements, promises, liability, claims, demands, damages, loss,
14 cost or expense, of any nature whatsoever, known or unknown, fixed or
15 contingent (hereafter called "Claims"), which you now have or may hereafter
16 have against the Employer Released Parties, or any of them, by reason of
17 any matter, cause, or thing whatsoever from the beginning of time to the
18 date hereof, including, without limiting the generality of the foregoing, any
19 Claims arising out of, based upon, or relating to your hire, employment,
20 remuneration or termination by the Employer Released Parties, or any of
21 them, including any Claims arising under Title VII of the Civil Rights Act of
22 1964, as amended; the Age Discrimination in Employment Act, as
23 amended; the Americans with Disabilities Act, as amended; the Equal Pay
24 Act, as amended; the Fair Labor Standards Act, as amended; the Employee
25 Retirement Income Security Act, as amended; the California Fair
26 Employment and Housing Act, as amended; the California Labor Code;
27 and/or any other local, state or federal law governing employment,
28 discrimination in employment, and/or the payment of wages and benefits.
This release does not apply to any claims that may not be released as a
matter of state or federal law, such as claims for unemployment benefits.

19 **5. Release of Unknown Claims Pursuant to Civil Code Section 1542.**
20 Section 1542 of the California Civil Code provides generally that a release
21 does not extend to unknown claims, and specifically states as follows:

22 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS**
23 **WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT**
24 **TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING**
25 **THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE**
26 **MATERIALLY AFFECTED HIS SETTLEMENT WITH THE**
27 **DEBTOR.**

25 To implement a full and complete release, Employee expressly waives and
26 relinquishes all rights and benefits afforded by Section 1542 of the California
27 Civil Code, or any other similar statute or rule of the state in which

1 Employee executes this Agreement, as this General Release is intended to
2 include and discharge all claims which Employee does not know or suspect
3 to exist in Employee's favor based on any matter, cause, act or omission
4 whatsoever.

- 5 6. Nothing in this Agreement, including the release, confidentiality, non-
6 disparagement, and cooperation provisions, is intended to limit in any way
7 Employee's right or ability to file a charge or claim of discrimination with the
8 EEOC or comparable state or local agencies. While Employee retains the
9 right to participate in any such action, by signing this Agreement Employee
10 waives his right to any individual monetary recovery in any action or lawsuit
11 initiated by such federal, state or local agency. Employee retains the right
12 to communicate with the EEOC and comparable state or local agencies and
13 such communications can be initiated by the employee or be in response to
14 the government and are not limited by any non-disparagement obligation
15 under this Agreement.
- 16 7. Employee understands and agrees that neither this Agreement nor the
17 consideration referenced above is to be construed as an admission on the
18 part of the Employer Released Parties, or any of them, of any wrongdoing or
19 liability whatsoever.
- 20 8. Employee represents and warrants that he has not filed any lawsuits, claims
21 or charges against Employer, and that he has not transferred or assigned
22 any claims released by this Agreement.
- 23 9. Except as otherwise provided in paragraph 6, Employee shall cooperate
24 fully with the Employer Released Parties in their defense of or other
25 participation in any administrative, judicial or other proceeding arising from
26 any charge, complaint, or other action that has been or may be filed.
27 Employee shall also keep confidential and not disclose any confidential
28 information he acquired while an employee of Employer and shall not use
any such information in any manner that is detrimental to the Employer.
Employee shall also return all property of the Employer immediately.
10. This Agreement constitutes the entire agreement between Employer and
Employee with respect to any matters referred to in this Agreement. This
Agreement supersedes any oral or written communications between the
Parties relating to the subjects covered by this Agreement. The Parties
represent and acknowledge that in executing this Agreement, they do not
rely and have not relied upon any representation or statement made by any
of the Parties or by any of the Parties' agents, attorneys or representatives
with regard to the subject matter, basis or effect of this Agreement or
otherwise, other than those specifically stated in this written Agreement.
This is an integrated document and its provisions are severable.

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11. California law shall govern this Agreement, and any controversy between the Parties involving the construction or application of this Agreement or compliance by any of the Parties with their obligations hereunder, shall, on the written request of any Party served on the other, be submitted to binding arbitration, pursuant to the Employment Arbitration Rules and Procedures of JAMS then in effect. Any arbitration proceeding initiated hereunder shall be conducted before a single arbitrator selected by agreement of the Parties, or lacking such agreement, by appointment from a panel obtained from JAMS. Any such arbitration proceeding shall be held before JAMS in Los Angeles County, California.
12. Employee represents and agrees that Employee has carefully read and fully understands all of the provisions of this Agreement, has had the opportunity to consult with counsel of his own choosing about the Agreement, and is voluntarily entering into this Agreement.
13. Employee understands and agrees that he will not discuss with any person other than his attorney, spouse or tax advisor and will keep strictly confidential the existence of this Agreement, its terms, the Party's negotiations, and the circumstances surrounding this Agreement. This confidentiality obligation does not extend to any communications referenced in paragraph 6, above.
14. Employee agrees that his employment with the Employer is terminated. Employee understands that no right to re-employment is contemplated by or within this Agreement. Employee agrees that should he apply for employment with the Employer and/or affiliated entities, that they have the right to decline such application without challenge.
15. If asked for a reference for Employee, Employer shall provide only Employee's dates of employment and position held. With Employee's written consent, Employer shall also provide Employee's last salary.
16. Except as specifically provided in paragraph 6, Employee agrees not to make any negative or disparaging remarks about Employer or the Employer Released Parties. Employee further agrees not to sue Employer or the Employer Released Parties based on any of the claims released by this Agreement.
17. This Agreement may be signed in counterparts, and the signed agreement may be delivered to the other Party via facsimile or electronically via PDF. The signature on any agreement delivered pursuant to this provision shall be deemed an original, and shall be fully binding on that signatory as if an original signature had been personally delivered.

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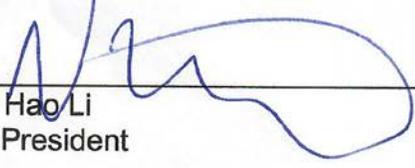
IN WITNESS WHEREOF, the Parties have knowingly and voluntarily executed this Agreement as of the first date and year written below, with full knowledge and understanding of its contents.

Dated _____

Iman Sadeghi

Pinscreen, Inc.,
a Delaware corporation

Dated 8/7/2017



By: Hao Li
Its: President

1 **EXHIBIT J**

2 **Defendants' Post Termination Violations**

3 1. Sadeghi's handmade sculpture damaged by Pinscreen:



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12 2. Pinscreen's undated letter with no signature, mailed on August 16, 2017:

- 13 • [August 16, 2017] Pinscreen: "While the error was inadvertent, we have also included a
14 check in amount of \$5,711.76 (or nine days' pay) to compensate for any inconvenience and
15 in good faith effort to resolve any wage issues."

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18 Dear Iman,

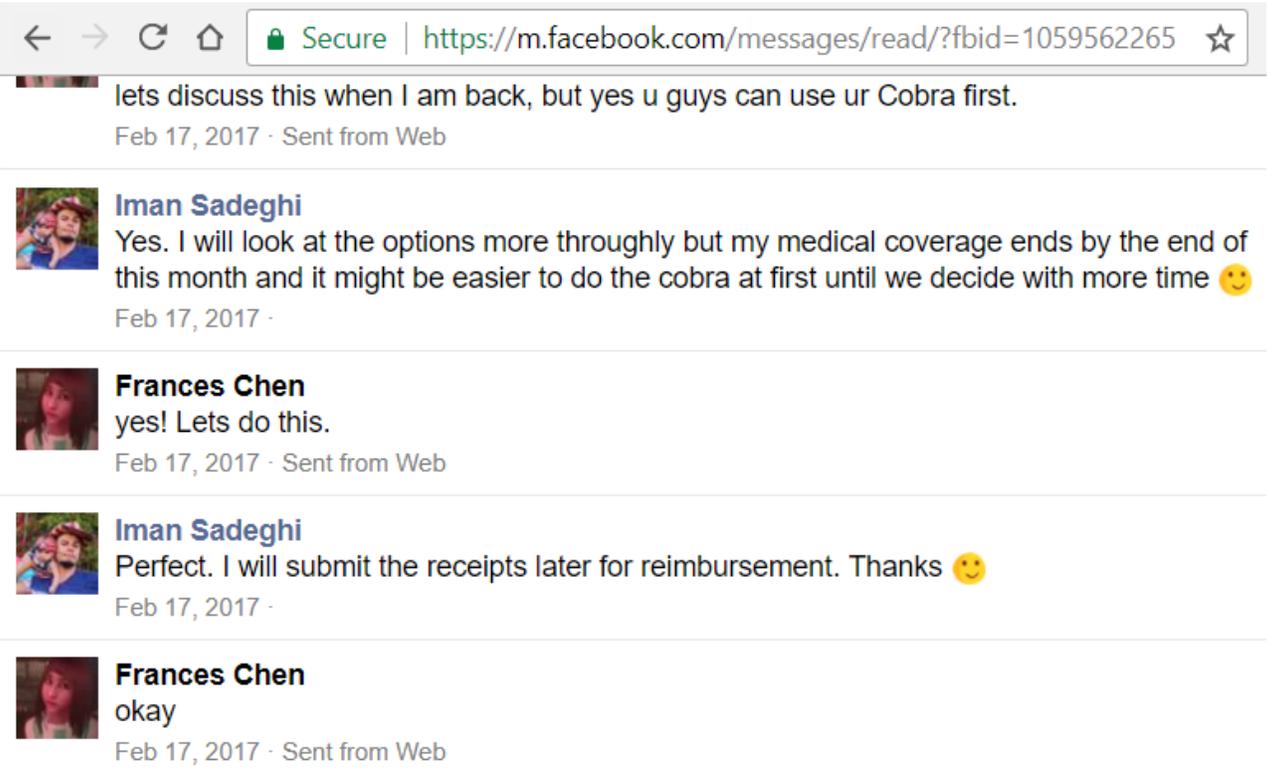
19 It has come to our attention that our payroll company did not include your full pay and PTO when
20 calculating your final check. They included 40 hours of PTO, but failed to include one week's pay (August
21 1, 2017 to August 7, 2017), plus an additional 88 hours of PTO. This mistake was inadvertent.

22 Enclosed please find a check in the amount of \$ 6,902.25, with a related pay stub, representing
23 compensation at your hourly rate for 40 hours / one week's pay, and 88 PTO hours. Standard withholdings
24 have been applied to the gross amount.

25 While the error was inadvertent, we have also included a check in the amount of \$5,711.76 (or nine days'
26 pay) to compensate you for any inconvenience and in a good faith effort to resolve any wage issues.

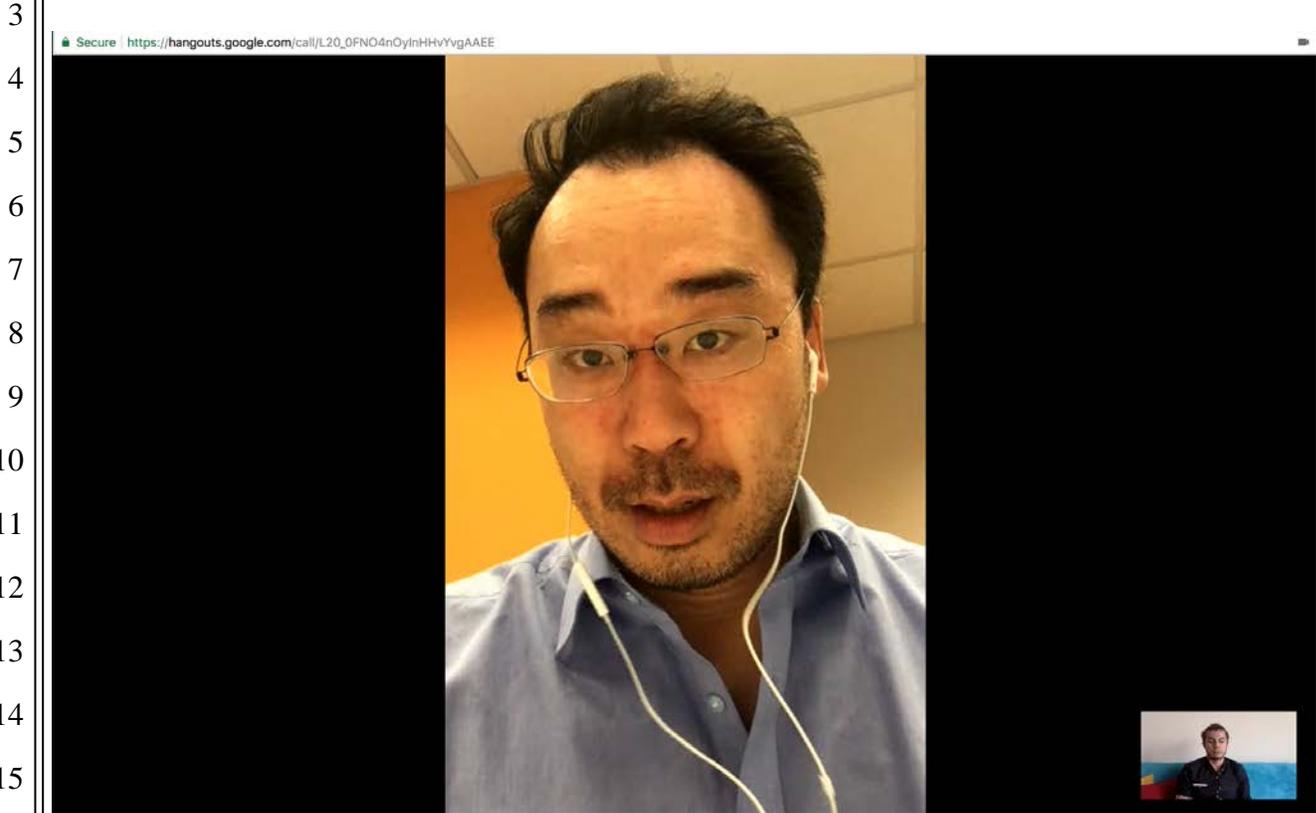
27 Our counsel will be separately responding to the letter your counsel sent. I understand you have received
28 back your belongings.

- 1 3. Sadeghi’s private conversation with Yen-Chun Chen on Facebook, dated February 17, 2017:
- 2 • [February 17, 2017] Yen-Chun Chen: “lets discuss this when I am back, but yes u guys can
- 3 use ur Cobra first.”
- 4 • [February 17, 2017] Sadeghi: “Yes. I will look at the options more throughly but my
- 5 medical coverage ends by the end of this month and it might be easier to do the cobra at
- 6 first until we decide with more time 😊”
- 7 • [February 17, 2017] Yen-Chun Chen: “yes! Lets do this.”
- 8 • [February 17, 2017] Sadeghi: “Perfect. I will submit the receipts later for reimbursement.
- 9 Thanks 😊”
- 10 • [February 17, 2017] Yen-Chun Chen: “okay”



1 4. Kim's Google Hangout video conference call with Sadeghi, dated January 16, 2018:

2  Secure | https://hangouts.google.com/call/L20_0FNO4nOyInHHvYvgAAEE



1 5. Kim's e-mail to Sadeghi, with subject line "Re: Iman Sadeghi - Notice of Claim and
2 Litigation Hold," received on January 16, 2018:

3  **Stanley Kim** <stanley.kim@gmail.com> Jan 16 ☆ << Reply to all >>
4 to me, Frances, Hao, Sharlene, Michael, slamberg, Leonard, Hao, stanley ▾

5 Iman ~ Thanks for connecting today.
6 I found it useful.
7 Subsequently, I further discussed today w/ Pinscreen and counsel.

8 Pinscreen proposes the following:
9 - Pinscreen provides check for reimbursement; re-issues check to substitute for previous time
10 penalty check; and provides check for personal property damage, subject to execution of
11 - Mutually agreeable MNDA by and between Pinscreen and you

12 If you are agreeable, pls instruct your attorney to coordinate w/ Leonard on drafting MNDA.
13 In my opinion, this would represent a step forward --
14 simultaneously making some progress together while also protecting your interests and those of
15 Pinscreen.

16 If you do not find this acceptable, that is your prerogative.

17 Best,
18 S.

19 

16 Kim's Google profile with Google ID "Stanley.kim":

17  **Stanley Kim**
18  HANGOUT  EMAIL  CALL

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23 **Contact info**

24  stanley.kim@gmail.com • Other
25 stanley@pinscreen.com

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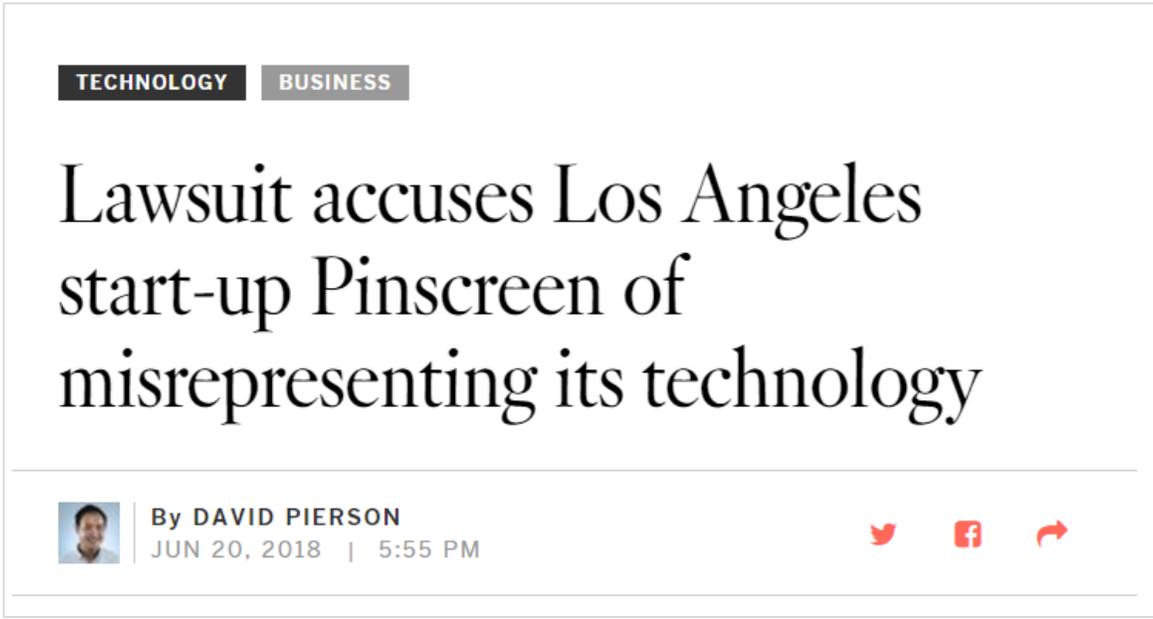
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EXHIBIT K

Post Filing Events

1. **Los Angeles Times** article published on June 20, 2018, by David Pierson, titled “Lawsuit Accuses Los Angeles Start-up Pinscreen of Misrepresenting its Technology”:
 - <http://www.latimes.com/business/technology/la-fi-pinscreen-lawsuit-20180620-story.html>
 - “Li [...] pointed to the company’s app as proof that Pinscreen’s technology works”



1 2. Pinscreen's actual automatically generated avatars generated by a third party using
2 Pinscreen's app and posted on Zhihu website, on July 18, 2018 (updated on July 21, 2018):

- 3 • <https://www.zhihu.com/question/285705808/answer/446014560>

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5 **Input Image** **Manually Prepared Fabricated Avatar** **Actual Automatically Generated Avatar**

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13 Submitted by Pinscreen to SIGGRAPH RTL on April 4, 2017 Generated by a third party using Pinscreen's app around July 21, 2018

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16 **Input Image** **Manually Prepared Fabricated Avatar** **Actual Automatically Generated Avatar**

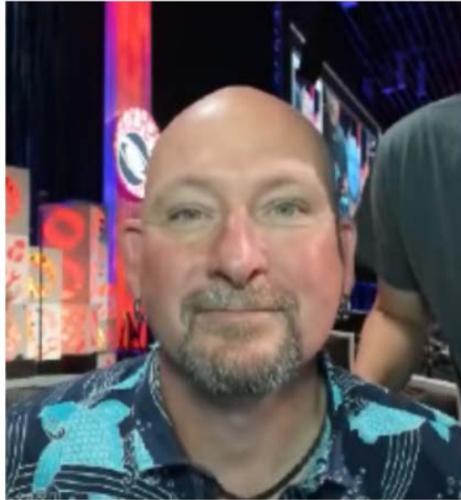
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25 Submitted by Pinscreen to SIGGRAPH Asia on May 23, 2017 Generated by a third party using Pinscreen's app around July 21, 2018

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3. Pinscreen's only real-time avatar generation during SIGGRAPH 2018 Real-Time Live, on August 14, 2018:

Pinscreen's Only Attempt to Generate an Avatar in Real-Time During SIGGRAPH 2018 Real-Time Live

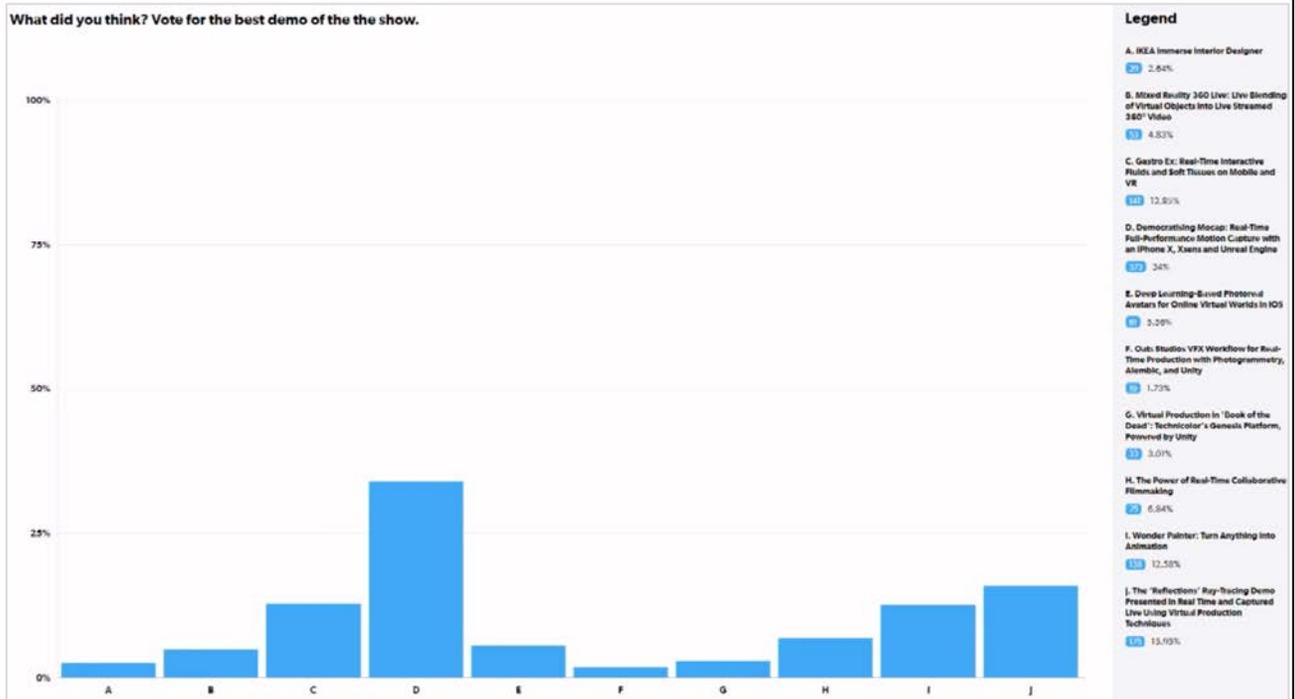


Input Image



Output Avatar

- <https://youtu.be/rPam5CHFQMQ?t=1h15m51s>
- SIGGRAPH 2018 RTL's popular vote dashboard:



- First place's votes: around 34%
- Pinscreen's votes: around 5.5%

THE END

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