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**CONFORMED COPY
OF ORIGINAL FILED
Los Angeles Superior Court**

JUN 11 2018

**Sherri R. Carter, Executive Officer/clerk
By Shaunya Bolden, Deputy**

6 Attorneys for Plaintiff
DR. IMAN SADEGHI
7

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.

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15 PINSCREEN, INC., a Delaware Corporation;
16 DR. HAO LI, an individual;
and DOES 1 through 100,

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18 Defendants.

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Case No.: **BC 7 0 9 3 7 6**

**VERIFIED COMPLAINT FOR DAMAGES
AND DECLARATORY RELIEF:**

1. **Fraud and Deceit**
2. **Assault and Battery**
3. **Violation of Cal. Labor Code § 1102.5 -
Retaliation Against Whistleblowing**
4. **Breach of Contract**
5. **Breach of Implied Contract**
6. **Breach of Implied Covenant of Good Faith
and Fair Dealing**
7. **Wrongful Termination in Violation of Cal.
Public Policy**
8. **Intentional Interference with Contract**
9. **Negligent Hiring, Supervision or Retention**
10. **False Imprisonment**
11. **Invasion of Privacy**
12. **Conversion**
13. **Negligence**
14. **Intentional Infliction of Emotional Distress**
15. **Violation of Cal. Labor Code § 2802**
16. **Violation of Cal. Unfair Competition Law
(UCL), Bus. & Prof. Code § 17200 et seq.**
17. **Declaratory Relief**

DEMAND FOR JURY TRIAL

1 Plaintiff Dr. Iman Sadeghi (“Sadeghi”), alleges the following against defendants Pinscreen,
2 Inc. (“Pinscreen”), Dr. Hao Li (“Li”), and Does 1-100.

3 CASE SUMMARY

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

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

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

19 4. In reliance on Li’s fraudulent misrepresentations to him, Sadeghi resigned from
20 Google and joined Pinscreen as its VP of Engineering. While working to improve the quality of
21 Pinscreen’s infrastructure and avatars, Sadeghi gradually discovered Li’s and Pinscreen’s data
22 fabrication and academic misconduct. When confronted by Sadeghi, Li asserted that Pinscreen
23 would achieve its inflated claims in time for subsequent publications, which Li considered to be
24 crucial for Pinscreen’s industry exposure and success. Li promised Sadeghi that Pinscreen would
25 never fabricate its results in public representations.

26 5. Li broke this promise on August 1, 2017, when Pinscreen and Li publicly
27 misrepresented fabricated avatars on the stage of SIGGRAPH 2017 Real-Time Live (“RTL”) to an
28 audience of thousands. In retaliation for Sadeghi’s objections and whistleblowing regarding Li’s

1 data fabrication, academic misconduct, labor law violations, and other unlawful practices, Pinscreen
2 illegally terminated Sadeghi, on August 7, 2017, within Sadeghi's first working hour after
3 Pinscreen's fabricated demo at RTL.

4 6. On the day of the wrongful termination, Li and Pinscreen committed multiple other
5 torts against Sadeghi, such as false imprisonment, assault and battery. As a result of the battery,
6 Sadeghi has suffered severe physical, mental and emotional distress as well as physical injuries
7 requiring medical treatments.

8 7. Following the wrongful termination, Pinscreen committed additional breaches of
9 contract and engaged in other unlawful conduct, such as withholding business expense
10 reimbursements, refusing to pay due penalties for late wage payments for nearly a year, damaging
11 Sadeghi's personal property, invasion of his privacy, and conversion of his personal data.

12 8. Sadeghi brings this action to vindicate his legal rights, and more importantly, to
13 benefit the public; to preserve the integrity of scientific research; to safeguard Computer Science,
14 Computer Graphics, and SIGGRAPH communities; and to protect Pinscreen's employees and
15 investors, while preventing Li, Pinscreen, and other defendants from engaging in further unlawful
16 practices.

17 **THE PARTIES**

18 9. Sadeghi is an individual who, at all times relevant to the Complaint, resided in
19 Marina del Rey, in the County of Los Angeles, in the State of California. Sadeghi was employed by
20 Pinscreen in the County of Los Angeles, in the State of California from February 2, 2017 to August
21 7, 2017.

22 10. Sadeghi alleges, on information and belief, that Pinscreen is, and at all times
23 mentioned was, a Delaware corporation with its principal place of business in the County of Los
24 Angeles in the State of California.

25 11. Sadeghi alleges, on information and belief, that Li is, and at all times mentioned was,
26 an individual residing in the County of Los Angeles in the State of California and was and is the
27 Chief Executive Officer ("CEO"), and a co-founder of Pinscreen.

28 12. Sadeghi alleges, on information and belief, that Does 1 through 100 participated in

1 the wrongful acts alleged and are liable for those acts. Sadeghi is informed and believes that Does
2 1 through 100 knew and participated in one or more of the specific acts committed by the defendants.

3 13. Sadeghi alleges, on information and belief, that in doing the acts alleged, each of the
4 defendants were the agent, principal, employee, or alter ego of one or more of the other defendants
5 and acted with the other defendants' knowledge, consent, and approval. Each of the defendants is
6 responsible for the liabilities of the other defendants.

7 **JURISDICTION AND VENUE**

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

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

16 **FACTS RELATED TO CAUSES OF ACTION**

17 **Sadeghi's Qualifications**

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

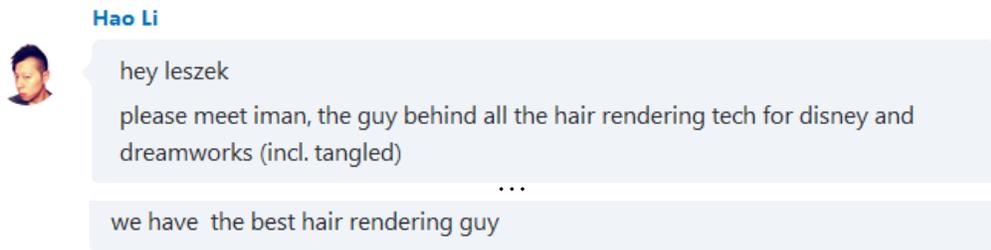
21 17. In 2007, Sadeghi was awarded the Grand Prize in UCSD's *Rendering* Competition.
22 Rendering is the process of automatically generating the appearance of digital objects using
23 computers. In 2008, Sadeghi collaborated with Walt Disney Animation Studios ("Disney") on hair
24 rendering (i.e. digital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

26 18. Sadeghi worked at Disney during 2008 and 2009 and developed a novel hair
27 rendering framework for the production of the movie *Tangled*. In 2010, Sadeghi presented the
28 framework at the SIGGRAPH conference, considered by many to be the most reputable conference

1 in the field of Computer Graphics. Sadeghi also holds a patent on the framework together with
2 Disney. The following figure features some of the results of the hair rendering framework: (Exhibits
3 A2, A3, A4)



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9 19. Li later introduced Sadeghi as “the guy behind all the hair rendering technology for
10 Disney and DreamWorks (including Tangled)” and, on information and belief, referred to Sadeghi
11 as “the best hair rendering guy.” (Exhibits A5, A6)



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17 20. In 2010, Sadeghi worked at Industrial Light & Magic (“ILM”) and became
18 acquainted with Li. On information and belief, Li was attending graduate school also in the field of
19 Computer Graphics. Sadeghi and Li stayed in touch over the years and considered each other “good
20 friends.” (Exhibits A7, A8)

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

25 22. Sadeghi joined Google as a Software Engineer, on August 15, 2011, and over the
26 years, gained experience with Robust Software System Architectures, Reliable Scalable Distributed
27 Systems, Deep Convolutional Neural Networks, and among other achievements holds multiple
28 patents together with Google.

1 31. In response to Sadeghi’s concern for potential risks, Li stated “I don’t think there are
2 any risks” for Sadeghi in joining Pinscreen, and that “I’m quite sure the reward is bigger than with
3 the other companies, not only in terms of impact but also financially.” (Exhibits B10, B12)

4 32. After claiming that “for startup at our stage the biggest benefit is in stock options,”
5 Li offered Sadeghi 2.3% of Pinscreen’s shares. Sadeghi’s employment contract stated that Pinscreen
6 shall provide Sadeghi equity awards equal to 2.3% ownership of Pinscreen over a four-year vesting
7 period, plus additional stock options to “counteract the dilutive effect” of company’s Series A round
8 of financing on Sadeghi. (Exhibits B5, B11, B20, G)

9 33. Li repeatedly implied long-term plans for Sadeghi’s employment. For instance, on
10 December 18, 2016, Li wrote to Sadeghi, “I believe we can do amazing work together and [...] build
11 a successful company together,” “we hope that you join our journey, being part of the first
12 employees,” “as we move to the next rounds of fundings [*sic*] and growth, the value of the company
13 is likely to increase significantly, so you would be joining at a great time now.” Additionally, on
14 February 18, 2017, Li re-emphasized on the long-term vision for Sadeghi’s employment and wrote
15 that “after four years, [Sadeghi] will get all of [his stock option shares].” (Exhibits B8, B21)

16 34. Li wrote on November 8, 2016 and December 26, 2016 that Pinscreen’s valuation
17 was \$30 million. On a phone conversation, on February 21, 2017, Pinscreen’s counsel informed
18 Sadeghi that the company’s valuation was \$57.5 million. Li stated on June 17, 2017 that, after the
19 investment agreement with Softbank Venture Korea (“Softbank”), Pinscreen's valuation had
20 increased to more than \$100 million. (Exhibits B1, B11)

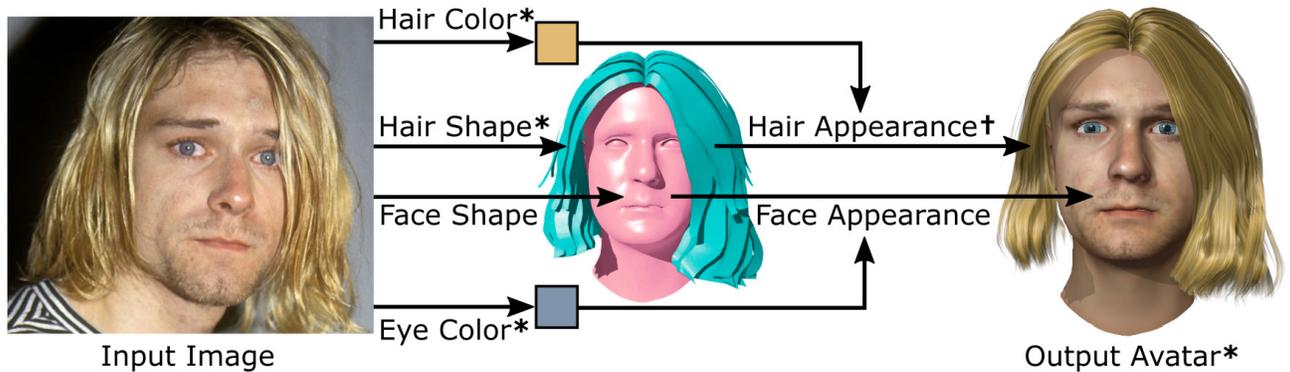
21 **Pinscreen’s Technology and Terminology**¹

22 35. Pinscreen is a software start-up specializing in automatically generating animated 3D
23 face models, called *avatars*, using only an input image. Competitor companies include Loom.ai,
24 ObEN, and FaceUnity.

25 36. The following diagram demonstrates subprocesses of Pinscreen’s avatar generation
26

27 _____
28 ¹ The facts and terminology in this section (paragraphs 35 through 49) are not reasonably in dispute
and are based on information and belief.

1 technology which are relevant to this complaint. Subprocesses marked with an *asterisk* (*) are
2 among the ones that Pinscreen has misrepresented. The Hair Appearance subprocess, marked with
3 an *obelisk* (†), is within Sadeghi's expertise and was significantly improved by his contributions:



10 37. Relevant components of Pinscreen's technology include the following:

11 38. **Input Image:** Digital photograph of a person used to generate the output avatar.

12 39. **Hair Shape*** or **Hair Reconstruction***, **Hair Fitting***: The process of automatically
13 estimating the shape of the hair (turquoise area) from the input image. This process has been
14 fabricated by Pinscreen multiple times.

15 40. **Face Shape** or **Face Reconstruction**, **Face Fitting:** The process of automatically
16 estimating the shape of the face (coral area) from the input image.

17 41. **Hair Color***: The process of automatically estimating the hair color from the input
18 image. This process has been fabricated by Pinscreen.

19 42. **Eye Color***: The process of automatically estimating the eye color from the input
20 image. This process has been fabricated by Pinscreen.

21 43. **Hair Appearance†** or **Hair Rendering†**, **Hair Shading†:** The process of
22 automatically generating the hair appearance from the estimated hair shape (turquoise area) and hair
23 color. As an expert in hair rendering, Sadeghi significantly improved the quality of Pinscreen's
24 digital hair appearance.

25 44. **Face Appearance:** The process of automatically generating the appearance of the
26 face from the estimated face shape (coral area) and eye color.

27 45. Relevant terminology to this complaint includes the following:

28 46. **Speed of Avatar Generation:** The time it takes to generate an avatar in real-time.

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

9 57. Li also deceived Sadeghi by intentionally concealing that Li and Pinscreen were
10 involved in data fabrication, academic misconduct, and unlawful practices that Sadeghi learned
11 about only after resigning from Google and joining Pinscreen.

12 58. On January 23, 2017, after relying on Li’s misrepresentations, and after months of
13 negotiation, Sadeghi accepted an offer from Pinscreen and signed the contract to join the company
14 as its VP of Engineering. Sadeghi sent out his resignation letter to Google, on January 25, 2017, and
15 stated that his last day at Google would be on February 1, 2017. Sadeghi began working for
16 Pinscreen the next day on February 2, 2017, per Li’s request to have Sadeghi on board for a Public
17 Relations (“PR”) event. A strong justification for Sadeghi’s reasonable reliance on Li’s
18 misrepresentations was that Li, on information and belief, was and is an assistant professor at USC.
19 Li’s claims to have automated that which he had merely fabricated means that Li has committed
20 academic misconduct which, if discovered, could be subject to draconian punishment. (Exhibits
21 B11, G)

22 **Sadeghi’s Contributions**

23 **Hair Appearance**

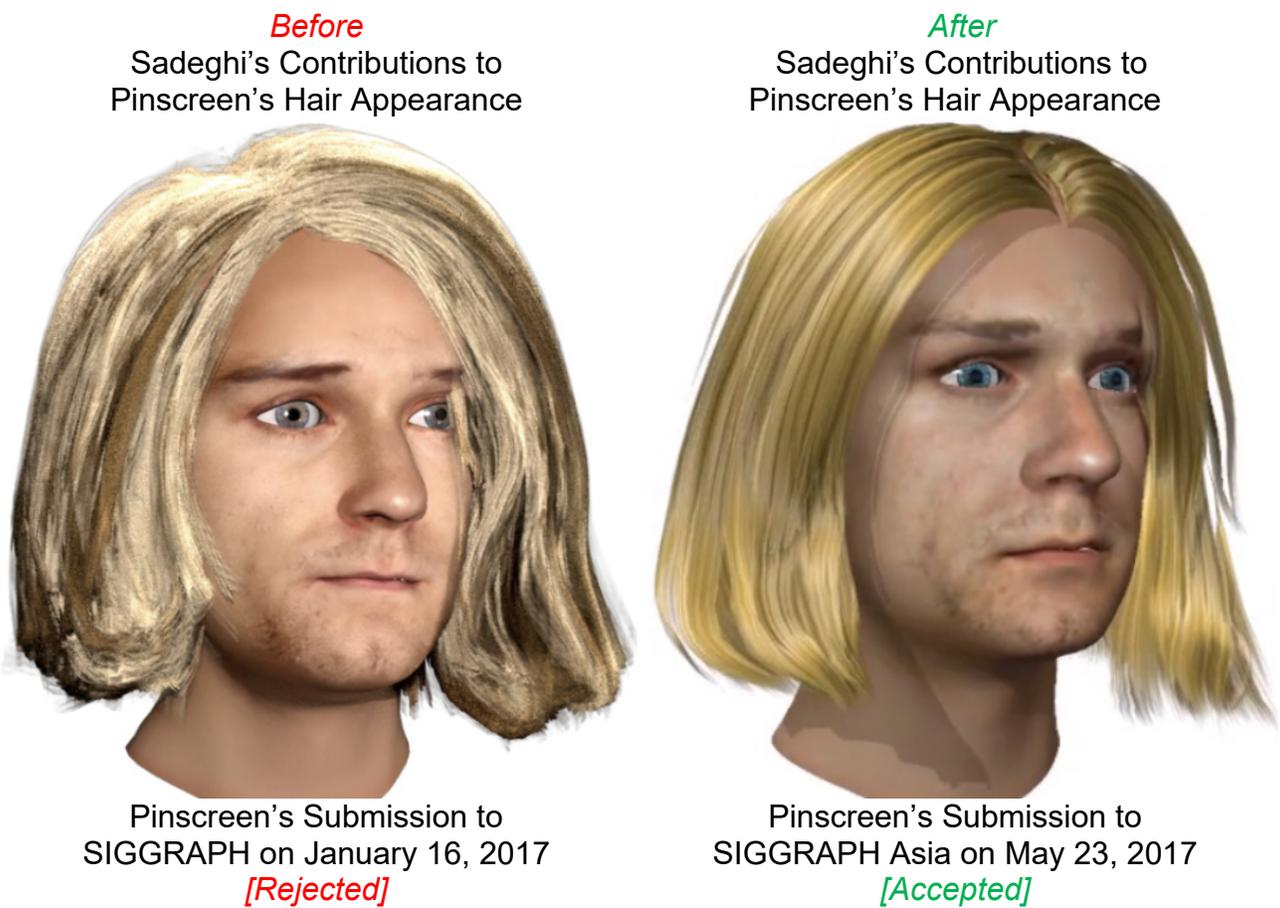
24 59. During his employment at Pinscreen, Sadeghi significantly improved the quality of
25 Pinscreen’s avatars and digital hair appearance (i.e. hair rendering, or hair shading) from “below the
26 SIGGRAPH standard” to well above.

27 60. Pinscreen’s submission to SIGGRAPH Technical Papers, on January 16, 2017, prior
28 to Sadeghi’s employment, was rejected. One of the reasons for the rejection, given by the conference

1 reviewers, was the poor quality of Pinscreen’s avatars. One of the conference reviewers stated that
2 the quality of Pinscreen avatars were “below the SIGGRAPH standard,” that “a lot of disturbing
3 artifacts can be observed in almost all hair models” and that they “seriously doubt if the quality is
4 good enough for games or VR applications.” (Exhibit D1)

5 61. For the SIGGRAPH Asia Technical Papers submission, on May 23, 2017, Sadeghi
6 implemented a variation of his published hair appearance framework which significantly improved
7 the quality of Pinscreen’s avatars. This submission was consequently accepted. The quality
8 improvement in the submission was so significant that the conference reviewers asked Pinscreen for
9 an explanation on “why the quality is so improved comparing [*sic*] with previous submission?”
10 Pinscreen’s official response stated that “in this submission, hair shading has been significantly
11 improved using a variant of Sadeghi 2010 (used in Disney’s Tangled) and [...]” (Exhibit D2)

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



1 **Hair Shape**

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

6 64. In preparation for Pinscreen’s SIGGRAPH Asia 2017 publication, on April 18, 2017,
7 one of Pinscreen’s employees, who later became a first author of the publication, told Li that
8 Sadeghi’s approach for “Semantic Constraints could add biggest contribution” to the publication.
9 Li also considered Sadeghi’s approach to be a competitive edge and stated “we need to make sure
10 that people cannot easily implement it.” (Exhibit D5)

11 **Infrastructure**

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

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

18 **Leadership**

19 67. Sadeghi supervised individual employees, coordinated multiple teams, and planned
20 product launches and deliverables for Pinscreen. Sadeghi’s direct reports included Pinscreen’s Chief
21 Technology Officer (“CTO”). (Exhibits D13, D14, D15, D16)

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

25 69. Additionally, Sadeghi provided assistance and guidance to other Pinscreen
26 employees. For example, the day before his personal anniversary vacation, Sadeghi worked an 18-
27 hour shift, alongside another Pinscreen employee, to investigate an issue with computation of lights
28 described by *Spherical Harmonics*. In order to make sure that the issue was resolved, Sadeghi

1 worked overnight until after sunrise the next morning, on July 14, 2017, which enabled Pinscreen
2 to demonstrate dynamic lighting during its SIGGRAPH 2017 RTL demo. (Exhibit D17)

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

4 70. After joining Pinscreen, Sadeghi gradually realized that Li, although an assistant
5 professor, disrespected academics and was involved in data fabrication and various academic
6 misconduct. (Exhibit E1)

7 71. Li would embellish Pinscreen's technical capabilities in scientific research
8 submissions and then use deadline pressure to overwork the employees to achieve his inflated
9 claims, and if the employees eventually failed, he would order them to fake the deliverables.

10 72. Li discussed ways to "tweak data to get the results we want" and referred to data
11 fabrication as "faking things," "cheating," "shitty cheating," and "doing it manually." Li mandated
12 data fabrication by stating that he "doesn't think we can make it automatic," that "we probably have
13 no choice but to cheat," and that he thinks "it's the only way." (Exhibits E2, E3, E4, E5, E6, E7, E8)

14 73. [June 29, 2017] Li: "I'm really worried that nothing will work by [the] rehearsal and
15 we have to [do] some shitty cheating again."

16 **Hao Li**



17 Okay let s push for full pipeline first
18 And not fine tune
19 I m really worried that nothing will work by tje rehearsal and we have to some
shitty cheating again

20 74. Li's data fabrication and academic misconduct was a deception of the public, fraud
21 on company's actual and potential investors, violation of scientific code of conduct, and a betrayal
22 to academics. On information and belief, these fabrications have resulted in scientific publications,
23 technical demos and news articles, which have given Pinscreen an advantage in the competitive
24 market by attracting millions of investor dollars to the company and away from its competitors.
25 (Exhibit E9)

26 75. On information and belief, Pinscreen employees, looked up to Li as a role model
27 when it came to conducting scientific research, including the ethics of it. Although these employees
28 knew about and, directly or indirectly, aided and abetted Li in misrepresenting Pinscreen's avatar

1 generation results, Sadeghi is informed and believes and that without Li's misguidance, the fakery
2 would not have occurred.

3 **SIGGRAPH 2017 Technical Papers Submission**

4 76. Shortly after joining Pinscreen, Sadeghi realized that under Li's leadership,
5 Pinscreen included faked results in their SIGGRAPH Technical Papers submission, submitted on
6 January 16, 2017, prior to Sadeghi's employment. Sadeghi alleges, based on information and belief,
7 that in that scientific research submission, among other misrepresentations, Pinscreen falsified
8 manually prepared hair shapes as automatically generated. This submission was eventually rejected
9 and later re-submitted to SIGGRAPH Asia 2017 Technical Papers.

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

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

21 78. In preparation for SIGGRAPH Real-Time Live ("RTL") submission, due on April 4,
22 2017, Li wrote on a team thread, on March 27, 2017, that "the issue is that we don't have time," and
23 that "even if we fake things there is no time," and that for the hair reconstruction (i.e. hair shape
24 estimation) "we probably have no choice but to cheat." (Exhibits E3, E7)

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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

79. 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)

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

SIGGRAPH Asia 2017 Technical Papers Submission

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

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

83. Li commissioned artists to manually prepare hair shapes for the requested avatars and falsely represented them as automatically generated in the submission.

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

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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

...

Hao Li



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

85. Pinscreen also fabricated the process of estimating the eye color in the submission. Li stated that the eye color estimation process was, pardon the language, “total shit,” “completely random” and ordered Pinscreen employees to “manually fix all the eye colors” for the avatars. Pinscreen then claimed in the publication that “several key components, such as [...] eye color recognition, are only possible due to recent advances in deep learning.” (Exhibits E6, E16, E17, E18, E19, E20)

86. [May 15, 2017] Li: “Our eyes are wrong. The colors. We need to use a Deep Neural [Network] for that [...] Or we just do it manually for SIGGRAPH Asia for now [...] Let’s do it manually for now. I think it’s the only way.”

Hao Li



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

...



or we just do it manually for siggraph asia for now

...



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

87. [May 18, 2017] Li: “The eye color is total shit. It’s completely random [...] I would say let’s do them manually for now.”

88. [May 18, 2017] Li: “Okay so I’m generating all the avatars. We need someone to manually fix all the eye colors.”

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Hao Li



the eye color is total shit
it s completely random



i would say let s do them manually for now



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

89. In addition, Pinscreen fabricated the process of estimating the hair color in the submission. A Pinscreen officer was assigned the task to “manually pick up hair color” for the avatars. Pinscreen then fraudulently stated in the submission that “the eye color texture is computed using a similar convolutional neural network [...] as the one used for hair color classification.” (Exhibits E21, E22)

90. On May 22, 2017, one day before the submission deadline, Li ordered the team, “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.”

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

91. 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

1 data fabrication would be limited to nonpublic representations and never shown in public and stated:

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

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

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

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

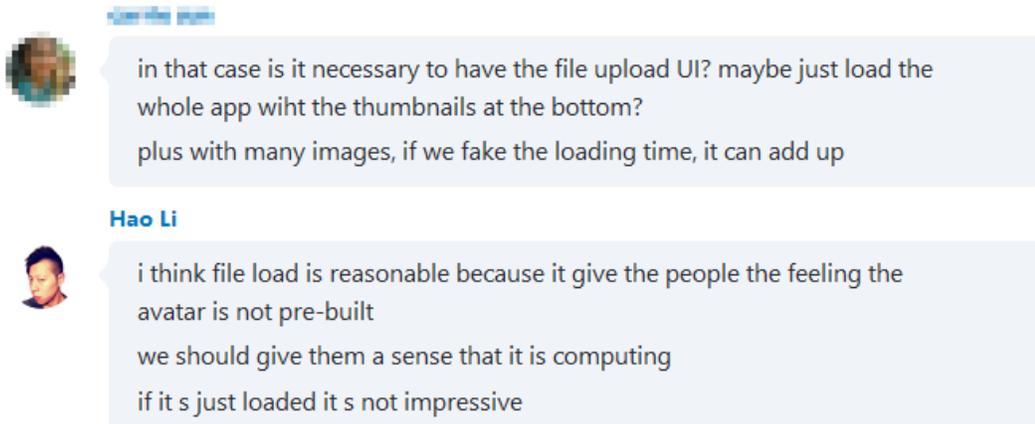
14 95. The title that Li had chosen for the RTL demo was “Pinscreen: Creating Performance
15 Driven Avatars in Seconds.” In reality, however, Pinscreen’s avatar generation would take around
16 a minute and half to execute which was, on information and belief, comparable to the performance
17 of competitors such as Loom.ai. (Exhibit E24)

18 96. Additionally, the accuracy of Pinscreen’s hair shape estimation was far from Li’s
19 inflated claims in Pinscreen’s RTL submission since all purportedly automatic hair shapes were
20 instead manually prepared by freelance artists.

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

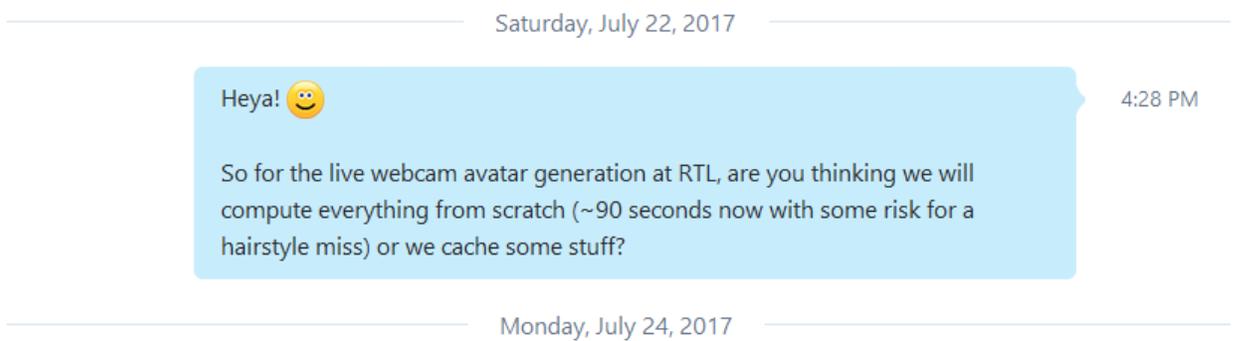
27 98. While Sadeghi was away on his personal anniversary vacation, Li decided to
28 misrepresent pre-cached avatars as real-time during Pinscreen’s RTL public demo, on August 1,

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



14 99. On July 22, 2017, upon returning from his anniversary vacation, Sadeghi met other
15 Pinscreen employees at a scientific conference in Hawaii. Sadeghi tested Pinscreen’s avatar
16 generation and reported on a team thread that it took around a minute and half. Sadeghi’s report also
17 indicated that the automatically estimated hair shape was not accurate and represented a different
18 hairstyle. (Exhibit E27)

19 100. Shortly after, Sadeghi messaged Li to clarify Li’s plan to present a brand-new avatar
20 generation from the webcam at the RTL demo. Sadeghi informed Li that the speed of avatar
21 generation was around a minute and half and that there was “some risk for a hairstyle miss” meaning
22 inaccurate hair shape estimation. Li did not respond to Sadeghi’s message: (Exhibit E28)



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101. Later that evening, on July 22, 2017, Sadeghi met with Li in person. Li disclosed his plan to fabricate the webcam avatar generation and its speed by misrepresenting pre-cached manually prepared avatars as brand-new, automatic, and real-time. Sadeghi confronted Li and stated that Pinscreen should be truthful to the public and scientific community, that Li's data fabrication could be considered "investment fraud," and that everyone's "academic reputation" at Pinscreen was at stake.

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

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103. Li claimed that Pinscreen "didn't have any other choice at that point," that the decision was made last week, that it was "final," and that Sadeghi must follow the plan and focus on finalizing the RTL demo.

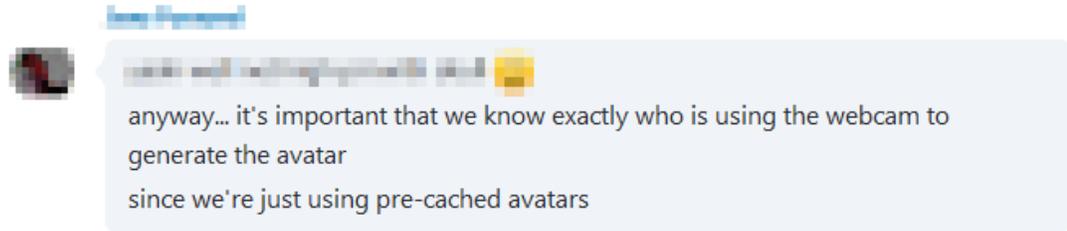
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104. Subsequently, Sadeghi asked Li to promise that moving forward, Pinscreen would stay honest and avoid fabricating its results. Li dismissed Sadeghi's request and stated, around midnight on July 22, 2017:

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105. Li: "Let's talk about this after the RTL demo."

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106. Sadeghi reluctantly accepted Li's proposal and focused on finalizing Pinscreen's RTL demo.

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107. On July 24, 2017, a Pinscreen officer admitted in writing that Pinscreen was "just using pre-cached avatars" and therefore "it's important that we know exactly who is using the webcam to generate the avatar": (Exhibit E30)

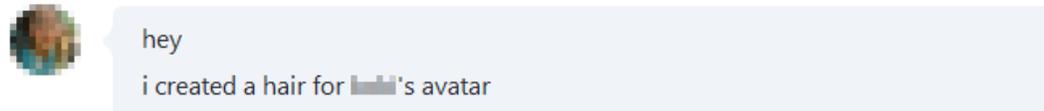
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anyway... it's important that we know exactly who is using the webcam to generate the avatar since we're just using pre-cached avatars

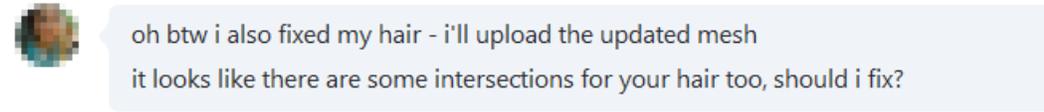
108. Li defined tasks such as “creating all avatars, hair models, tweak for perfect hair color” and “hair models/avatars” and assigned them to one of Pinscreen’s employees. The employee manually prepared the hair shapes for many of the avatars presented at RTL, including their own avatar. On July 28, 2017, another employee requested “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).” The requested manual modification of the hair shape was done after around 2 days: (Exhibit E31)

Monday, July 24, 2017

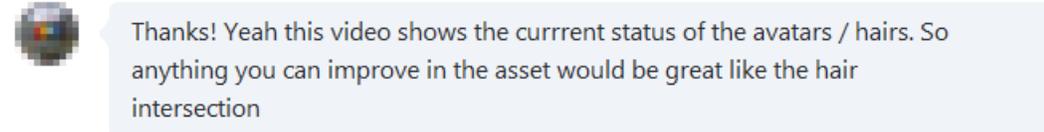


hey
i created a hair for [redacted]'s avatar
...

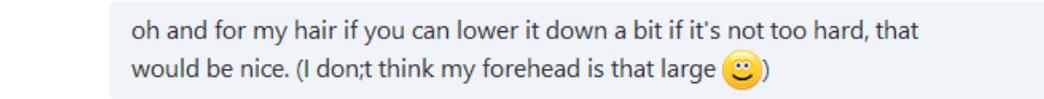
Wednesday, July 26, 2017



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?



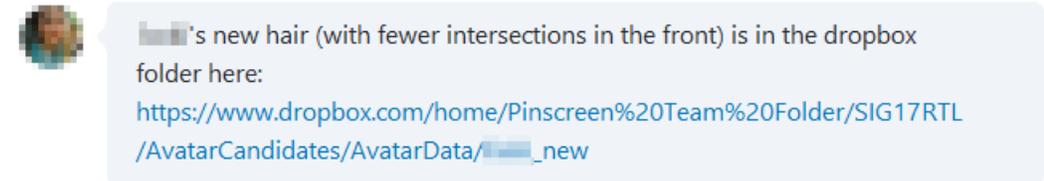
Thanks! Yeah this video shows the current status of the avatars / hairs. So anything you can improve in the asset would be great like the hair intersection



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 😊)

...

Friday, July 28, 2017



[redacted]'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/\[redacted\]_new](https://www.dropbox.com/home/Pinscreen%20Team%20Folder/SIG17RTL/AvatarCandidates/AvatarData/[redacted]_new)

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

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

7 111. Further evidence confirming Pinscreen’s data fabrication at RTL includes Li’s own
8 testimony. On November 29, 2017, during Pinscreen’s SIGGRAPH Asia 2017 Technical Papers
9 presentation in Thailand, Pinscreen stated that the hair shape estimation subprocess alone required
10 “less than 10 seconds.” After the presentation and during the Q&A session, Li was challenged about
11 Pinscreen’s demonstrated speed of avatar generation at RTL of around 5 seconds. Li was questioned
12 as to how the whole avatar generation process took around 5 seconds at RTL while one of the
13 subprocesses required around 10 seconds by itself. In response, Li blurted out that for RTL “we
14 definitely cached it.” When Li was subsequently questioned “the webcam was cached too?” Li
15 refused to answer the question, headed out of the Q&A session and proceeded to leave the
16 conference premises, on information and belief, to avoid answering the question.

17 **Li’s Miscellaneous Data Fabrication and Academic Misconduct**

18 112. Li’s academic misconduct included sharing confidential under-review scientific
19 paper submissions from competitor research groups within Pinscreen and suggesting to look for
20 “details that can be used.” (Exhibit E33)

21 113. Li made public claims about having scientific contributions to the *iPhone X* until a
22 Research Scientist from Apple Inc., the manufacturer of the iPhone X, posted on Li’s Facebook wall
23 on October 25, 2017, suggesting Li “to avoid propagating fake information.” (Exhibit E34)

24 114. Li’s data fabrication crossed over to business representations to investors and
25 Venture Capitalists (“VCs”), whom Li neither trusted nor respected. For instance, Li misrepresented
26 Pinscreen’s technical capabilities to Softbank, by falsely representing manually “picked” hair shapes
27 as automatic. Li disrespected Softbank, the day the investment agreement between the parties was
28 finalized, when he stated, pardon the language: (Exhibits E35, E36, E37)

1 115. [June 17, 2017] Li: “Pinscreen just fucked Softbank”

2 **Li’s and Pinscreen’s Labor Law Violations**

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

8 117. When Sadeghi questioned as to why there was a work-related event on Sunday, April
9 16, 2017, Li responded on a team thread, “we work every day.”

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

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

20 120. While unlawfully refusing to pay overtime, Li posted on his Facebook about
21 overworked Pinscreen employees, who were passed out on couches inside Pinscreen’s office,
22 referring to them as “casualties.” Li referred to a Pinscreen employee as “Salariman [*sic*]” multiple
23 times. Li also publicly paid tribute to death from overwork, on his Facebook, by posting “Karoshi!
24 Let me tell you! Sleep is for the weak.” (Exhibits F4, F5, F6)

25 121. Sadeghi dined with two Pinscreen employees, on July 24, 2017, during a scientific
26 conference in Hawaii. During the dinner, they told Sadeghi about their excessive amount of overtime
27 work without receiving any financial compensation from the company. One of the employees further
28 stated that they “have no life” and that this amount of work “would not be sustainable.” Later, both

1 of the employees confirmed in writing that they had each worked, on average, around 110 hours per
2 week, for the months of May, June, and July of 2017. Sadeghi promised them he would talk to Li
3 after the RTL demo and try to persuade him to pay overtime and “to make sure we are fair to
4 everyone.” (Exhibits F7, F8)

5 122. Additionally, Li harassed and discriminated against a Pinscreen employee whom Li,
6 on information and belief, suspected to have Autism Spectrum Disorder. Li stated, on June 23, 2017,
7 that the employee “should not be autistic” and that it will be Li’s “new project” to teach him
8 “manners.” Li stated that the employee allegedly “does not have the ability to respond,” does not
9 behave “like an adult,” and that Li feels like he “is talking to a wall” when he is talking to the
10 employee. Li used demeaning language such as, pardon the language, “are you fucking shitting
11 me???” and “we are not fucking paying you for that!” when addressing the employee. Sadeghi
12 requested on June 28, 2017 that Li be respectful towards the employee, but Li dismissed Sadeghi’s
13 request, stating that the employee is “used to it” and that the demeaning language was how Li was
14 able to “push them to work more.” (Exhibit F9)

15 123. Furthermore, Li discussed firing Pinscreen’s CTO, while he was expecting a
16 newborn. Li claimed that if Li and Sadeghi do not check on the CTO, “he is just doing nothing,”
17 and that the CTO “is sick at every deadline we have.” Li stated that the CTO, “out of a sudden [*sic*]
18 had a child” and attributed CTO’s alleged lack of performance to having a baby. Sadeghi alleges,
19 on information and belief, that the CTO’s performance was indeed satisfactory and Li’s resentment
20 toward the CTO was because the CTO prioritized his family over work during the weekends. Li told
21 Sadeghi that the CTO was a “bad hombre” because “he doesn’t work on the weekends.” Li later
22 claimed, on May 23, 2017, that “[the CTO]’s baby has cost Pinscreen a shit ton of money.” In order
23 to clarify the CTO’s performance, Sadeghi suggested that Li ask the CTO to share detailed progress
24 reports with Li and Sadeghi. Furthermore, Sadeghi suggested that Li “make sure he [the CTO]
25 doesn't feel micromanaged or disrespected.” (Exhibits F10, F11)

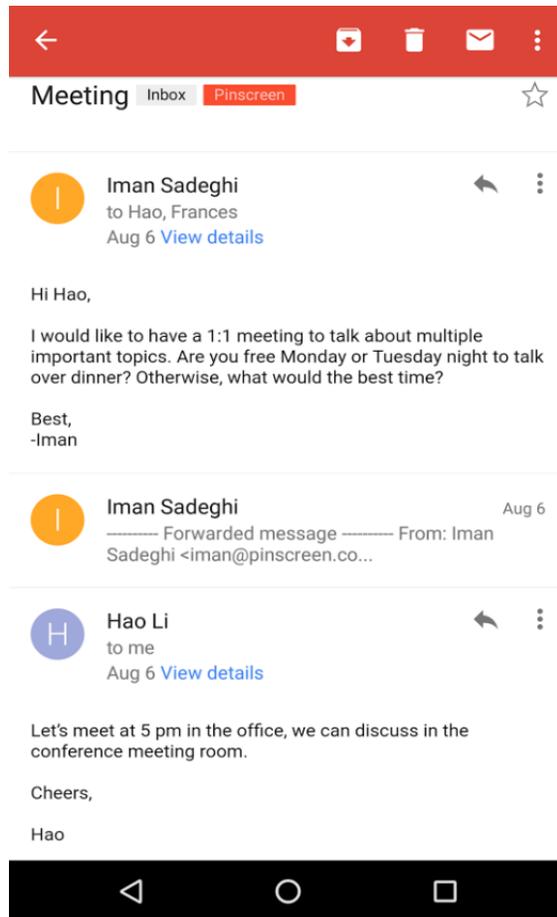
26 **Li’s and Pinscreen’s Retaliation and Wrongful Termination of Sadeghi**

27 124. Since Li had promised to address Sadeghi’s concerns after Pinscreen’s SIGGRAPH
28 2017 RTL demo, Sadeghi requested, on Sunday, August 6, 2017, through e-mail, to set up a meeting

1 with Li “to talk about multiple important topics.” Li agreed to have the meeting the next day, on
2 Monday, August 7, 2017, at 5 p.m.:

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

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



22 127. In Sadeghi’s meeting notes, titled “Pinscreen Concerns,” time-stamped by Google
23 servers prior to the meeting, Sadeghi referenced Pinscreen’s data fabrication during the SIGGRAPH
24 2017 RTL demo, and the SIGGRAPH Asia 2017 Technical Papers submission and stated that
25 Pinscreen “can be accused of illegal crime.” Sadeghi’s notes included that “these decisions to
26 promise things we don’t even have is coming from you [Li] and only you.”

27 128. Sadeghi’s meeting notes also contain a subsection regarding “overtime pay” with
28 examples of Pinscreen employees who, on information and belief, had worked around 110 hours

1 per week for three consecutive months, and did not receive overtime compensation from the
2 company, in violation of California labor laws.

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

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

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

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

16 133. During the meeting, Sadeghi requested to meet Pinscreen's full board of directors
17 before the termination decision was final, to which Li responded, "sure."

18 134. Neither Sadeghi's termination letter nor his employment personnel file contain any
19 reasons for the termination nor do they indicate any concerns with Sadeghi's performance.

20 135. Sadeghi alleges, on information and belief, that his termination was in retaliation for
21 his objections to Li regarding Li's and Pinscreen's illegal practices and in violation of California's
22 whistleblowing protection laws provided in California Labor Code § 1102.5.

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

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

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

1 138. Concerned by Li’s aggressive behavior, Sadeghi decided to leave Pinscreen’s office,
2 however, Li physically blocked the door of the office and forcefully confined Sadeghi against his
3 will. Li demanded Sadeghi’s work laptop which was inside Sadeghi’s backpack which Sadeghi was
4 wearing. Li then attempted to take the laptop by force.

5 139. [August 7, 2017] Sadeghi to Li: “You are being aggressive”

6 140. [August 7, 2017] Pinscreen’s CFO to Li: “Let’s be calm. Let’s calm down. Calm
7 down.”

8 141. Sadeghi intended to return the laptop before the end of business day, on August 7,
9 2017, and told Li that he would return it after he preserved his personal data. Subsequently, Sadeghi
10 left Pinscreen’s office and headed towards the elevators. Li ordered some of Pinscreen’s employees
11 to follow Sadeghi.

12 142. After Sadeghi, Li, and other employees left the elevator, Sadeghi attempted to leave
13 the building through the lobby. However, Li and three other Pinscreen employees, under Li’s
14 commands, surrounded Sadeghi and physically attacked him. They grabbed Sadeghi and his
15 backpack, which he was wearing, violently restrained him, forcibly opened his backpack and took
16 possession of Sadeghi’s work laptop.

17 143. [August 7, 2017] Sadeghi to Li: “Don’t touch me. Don’t touch me.”

18 144. The battery, on information and belief, has been captured on the security cameras of
19 the building and the recordings have been preserved by the building security team. The security
20 officers on duty described the battery as Sadeghi being “grabbed,” “brought to the ground,” and
21 “taken to the ground” by Pinscreen employees.

22 145. During the battery, Sadeghi suffered injuries to his eye and his previously dislocated
23 shoulder, requiring medical attention and multiple physical therapy sessions.

24 146. Sadeghi has suffered severe mental and emotional distress as a result of the false
25 imprisonment, battery, and the consequent physical injuries.

26 147. Although multiple Pinscreen employees were involved with the battery, Sadeghi is
27 informed and believes that without Li’s orders, the other employees would not have participated in
28 committing the crime.

1 **Defendants’ Post Termination Violations**

2 148. After Sadeghi’s wrongful termination, Pinscreen withheld business expense
3 reimbursements, in violation of Sadeghi’s employment contract and in violation of California Labor
4 Code § 2802. Pinscreen has subsequently acknowledged that the reimbursements were owed but
5 refused to pay them unless there was a successful settlement and/or mutual non-disclosure
6 agreement (“MNDA”). After more than nine months delay, Pinscreen paid only a small portion of
7 the past due reimbursements, in breach of Sadeghi’s contract and violation of prior written
8 agreements.

9 149. Additionally, Pinscreen delayed paying Sadeghi his final wage payments, which
10 according to California Labor Code § 203, entitled Sadeghi to waiting time penalties. Although,
11 Pinscreen sent Sadeghi a check for the late wage payment penalties in the amount of the waiting
12 time penalties owed, Pinscreen phrased the purpose of the check as a settlement offer “to resolve
13 any wage issues.” Sadeghi did not cash the check and requested Pinscreen, multiple times, to re-
14 issue another check for the waiting time penalties only, and to exclude the settlement agreement
15 verbiage. Pinscreen subsequently refused to do so and stated that re-issuing a check would be
16 “subject to execution of a mutually agreeable MNDA by and between Pinscreen and you [Sadeghi].”
17 After more than nine months delay, on May 23, 2018, Pinscreen re-issued a check for the past due
18 waiting time penalties.

19 150. Pinscreen damaged Sadeghi’s personal property remaining at Sadeghi’s desk at
20 Pinscreen’s office. In storing it negligently, Pinscreen broke Sadeghi’s handmade sculpture, which
21 has sentimental value. Sadeghi has demanded Pinscreen to reimburse him for the personal property
22 damages. Subsequently, Pinscreen has refused to do so and stated that such reimbursement would
23 be “subject to execution of a mutually agreeable MNDA” between Pinscreen and Sadeghi.

24 151. Pinscreen has illegally refused to return Sadeghi’s personal data that was stored on
25 his work laptop, which contained some of the only copies of Sadeghi’s personal anniversary trip
26 photos and videos, including explicit photos of himself. These photos were taken immediately prior
27 to Sadeghi’s work-related travel to a conference in Hawaii and temporarily stored on the laptop.

28 152. On August 7, 2017, after the battery on Sadeghi, when Pinscreen forcibly took

1 possession of Sadeghi’s work laptop, Li promised Sadeghi, “we will give you your personal files.”
2 Pinscreen has subsequently and unlawfully refused to do so.

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

8 154. Sadeghi has suffered severe mental and emotional distress as a result of the invasion
9 of his privacy, conversion of his personal data, and infringement of his intellectual property rights.

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1 **FIRST CAUSE OF ACTION**

2 **Fraud and Deceit**

3 **(Against Li and Pinscreen)**

4 155. Sadeghi incorporates by this reference the allegations contained in each paragraph
5 above as if fully set forth here.

6 156. Sadeghi alleges that Li, on behalf of Pinscreen, willfully deceived Sadeghi with the
7 intent to induce Sadeghi to alter his employment at Google and to join Pinscreen.

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

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

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

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

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

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

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

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

5 165. Accurate copies of Li's fraudulent misrepresentations to Sadeghi, are attached in
6 Exhibit C and are incorporated here by reference.

7 166. Sadeghi would not have resigned from Google and joined Pinscreen if Li did not
8 intentionally conceal that Pinscreen and Li were involved in data fabrication, academic misconduct,
9 and other unlawful practices.

10 167. Sadeghi alleges, on information and belief, that Li's misrepresentation and
11 concealment were intentional. On information and belief, Li was aware that his representation to
12 Sadeghi was false when he made it and also that he is concealing Pinscreen's data fabrication and
13 academic misconduct from Sadeghi.

14 168. These fraudulent misrepresentations were made by Li both individually, as a major
15 shareholder of Pinscreen, and on behalf of Pinscreen, as its co-founder and Chief Executive Officer
16 ("CEO").

17 169. 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.

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

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

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1 **SECOND CAUSE OF ACTION**

2 **Assault and Battery**

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

4 172. Sadeghi incorporates by this reference the allegations contained in each paragraph
5 above as if fully set forth here.

6 173. Sadeghi alleges that the defendants, including Li, committed battery on him through
7 intentional, nonconsensual, offensive and harmful physical contact.

8 174. On August 7, 2017, four of Pinscreen employees, including Li, violently grabbed and
9 restrained Sadeghi and physically attacked him. They forcefully opened Sadeghi's backpack and
10 took possession of his work laptop.

11 175. The physical altercation is captured on the security cameras of Pinscreen's office's
12 building and is described by the security officers on duty as Sadeghi being "grabbed," "brought to
13 the ground," and "taken to the ground" by Pinscreen employees.

14 176. Sadeghi did not consent to being touched, grabbed, and restrained by the defendants.

15 177. Sadeghi was offended, harmed and physically injured by defendants' battery,
16 required medical attention and continues to seek physical therapy. Besides physical pain and
17 suffering, Sadeghi has suffered substantial physical, mental and emotional distress as a result of the
18 battery, and the consequent physical injury.

19 178. A reasonable person in Sadeghi's situation would have been offended by the
20 unconsented physical contact and battery.

21 179. Sadeghi requests for attorney's fees and expenses pursuant to California Penal Code
22 § 1202.4.

23 **THIRD CAUSE OF ACTION**

24 **Violation of California Labor Code § 1102.5 – Retaliation Against Whistleblowing**

25 **(Against Pinscreen)**

26 180. Sadeghi incorporates by this reference the allegations contained in each paragraph
27 above as if fully set forth here.

28 181. California Labor Code § 1102.5 (b), in pertinent part, provides: "An employer, or
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1 any person acting on behalf of the employer, shall not retaliate against an employee for disclosing
2 information, or because the employer believes that the employee disclosed or may disclose
3 information, to a government or law enforcement agency, to a person with authority over the
4 employee or another employee who has the authority to investigate, discover, or correct the violation
5 [...], if the employee has reasonable cause to believe that the information discloses a violation of
6 state or federal statute, or a violation of or noncompliance with a local, state, or federal rule or
7 regulation, regardless of whether disclosing the information is part of the employee’s job duties.”

8 182. Sadeghi alleges, on information and belief, that Li, on behalf of Pinscreen,
9 wrongfully terminated him in retaliation for his objections to Li’s and Pinscreen’s illegal practices.

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

13 184. Sadeghi alleges, on information and belief, that Li and Pinscreen believed that
14 Sadeghi might disclose their illegal practices to a government agency or law enforcement agency.

15 185. Li and Pinscreen knew that Sadeghi had objected to their illegal practices to Li, who
16 had authority over Sadeghi and to investigate, discover, and correct the misconduct.

17 186. Pinscreen’s and Li’s illegal practices included data fabrication, academic misconduct
18 and refusal to pay overtime compensation. Sadeghi opposed these wrongful activities and had
19 reasonable cause to believe that Li’s data fabrication and academic misconduct constituted
20 “investment fraud” and that Li’s refusal to pay overtime compensation was in violation of California
21 labor laws, including California Labor Code § 510.

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

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

25 189. Sadeghi alleges, on information and belief, that Sadeghi’s protected act of objecting
26 to Li’s and Pinscreen’s illegal practices to Li was a contributing factor in Li’s decision to terminate
27 Sadeghi.

28 190. As a direct, foreseeable and proximate result of Pinscreen, through Li, wrongfully

1 terminating Sadeghi in retaliation of Sadeghi's objections to Li regarding defendants' illegal
2 practices, Sadeghi has lost and will continue to lose income and benefits and has suffered and
3 continues to suffer severe physical, mental and emotional distress, all to Sadeghi's damage, in an
4 amount to be determined at trial.

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

9 192. Because this claim arising under California state law is a matter of public concern,
10 and affects the public at large, Sadeghi requests for attorney's fees and expenses pursuant to
11 California Code of Civil Procedure § 1021.5.

12 **FOURTH CAUSE OF ACTION**

13 **Breach of Contract**

14 **(Against Pinscreen)**

15 193. Sadeghi incorporates by this reference the allegations contained in each paragraph
16 above as if fully set forth here.

17 194. Sadeghi alleges that Pinscreen breached his employment contract which caused him
18 harm.

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

22 196. Sadeghi substantially performed all of his duties under the contract.

23 197. Pinscreen materially breached Sadeghi's employment contract by asking Sadeghi to
24 participate in the preparation and presentation of fabricated results in the SIGGRAPH 2017 RTL
25 public demo as well as other unlawful misrepresentations.

26 198. Pinscreen, materially breached Sadeghi's employment by retaliating against
27 Sadeghi, and by terminating Sadeghi after he raised concerns over Pinscreen's data fabrication, labor
28 law violations, and other unlawful practices.

1 199. Pinscreen materially breached Sadeghi's employment contract by failing to
2 reimburse Sadeghi for his business-related expenses.

3 200. Li, on behalf of Pinscreen, terminated Sadeghi on August 7, 2017.

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

10 202. 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 been
12 ethically and legally able to remain in the company, to be determined at trial.

13 **FIFTH CAUSE OF ACTION**

14 **Breach of Implied Contract**

15 **(Against Pinscreen)**

16 203. Sadeghi incorporates by this reference the allegations contained in each paragraph
17 above as if fully set forth here.

18 204. Sadeghi alleges that Pinscreen breached the implied contract between him and the
19 company which caused him harm.

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

23 206. Sadeghi substantially performed all of his duties under the contract.

24 207. Pinscreen had an implied-in-fact agreement and obligation to comply with the law,
25 conform with scientific research ethics, and to follow academic conduct guidelines.

26 208. Pinscreen breached this implied contract by engaging, and by asking Sadeghi to
27 participate, in its data fabrication, academic misconduct and other unlawful practices.

28 209. Sadeghi was damaged, through loss of intellectual property, by having to request the

1 SIGGRAPH community to retract his name from the authorship of Pinscreen's fabricated
2 publications, despite his authentic and significant contributions, for example, to Pinscreen's digital
3 hair appearance.

4 **SIXTH CAUSE OF ACTION**

5 **Breach of Implied Covenant of Good Faith and Fair Dealing**

6 **(Against Pinscreen)**

7 210. Sadeghi incorporates by this reference the allegations contained in each paragraph
8 above as if fully set forth here.

9 211. In every contract, express or implied-in-fact, there is an implied promise of good
10 faith and fair dealing. This means that each party shall not do anything to unfairly interfere with the
11 right of any other party to receive the benefits of the contract.

12 212. Sadeghi alleges that Pinscreen violated the duty to act fairly and in good faith which
13 caused him harm.

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

17 214. Sadeghi substantially performed all of his duties under the contract.

18 215. All conditions required for Pinscreen's performance of the contract were met.

19 216. Pinscreen, through Li, acted unfairly and in bad faith when it interfered with
20 Sadeghi's right to receive the benefits of the contract by retaliating against Sadeghi, and by
21 terminating Sadeghi after he raised concerns over Li's and Pinscreen's data fabrication, labor law
22 violations, and other unlawful practices.

23 217. Li, on behalf of Pinscreen, terminated Sadeghi on August 7, 2017.

24 218. Sadeghi was damaged by the breach of implied covenant of good faith and fair
25 dealing, and as a result of his unlawful termination from Pinscreen, in an amount equal to his
26 reasonable expectations, should he have been ethically and legally able to remain in the company,
27 to be determined at trial.

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1 **SEVENTH CAUSE OF ACTION**

2 **Wrongful Termination in Violation of California’s Public Policy**

3 **(Against Pinscreen)**

4 219. Sadeghi incorporates by this reference the allegations contained in each paragraph
5 above as if fully set forth here.

6 220. Sadeghi alleges that he was terminated from Pinscreen for reasons that violate
7 California’s public policy. It is a violation of public policy of California to terminate an employee
8 for objecting to employer’s illegal, unethical, and wrongful practices.

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

12 222. Li, on behalf of Pinscreen, terminated Sadeghi on August 7, 2017.

13 223. Sadeghi alleges, on information and belief, that his objections to Li’s and Pinscreen’s
14 illegal practices was a substantial motivating reason for Sadeghi’s termination

15 224. Among those deceived by Li’s intentional misrepresentations of Pinscreen’s
16 technical capabilities were Pinscreen investors.

17 225. California’s public policy against Li’s and Pinscreen’s data fabrication is expressed
18 in the laws prohibiting deceit of investors and imposing a fiduciary duty of corporate officers toward
19 investors.

20 226. California’s public policy against Li’s and Pinscreen’s labor law violations is
21 expressed in California labor laws mandating overtime payments for nonexempt employees,
22 specifically California Labor Code § 510.

23 227. These public policies are fundamental, substantial, well established and involve
24 matters that affect society at large.

25 228. Sadeghi is informed and believes, and on that basis alleges, that the termination of
26 his employment by Pinscreen was in retaliation for Sadeghi’s objections to Li’s and Pinscreen’s
27 illegal practices, including data fabrications and labor law violations, and was, therefore, carried out
28 in violation of California’s public policy.

1 Sadeghi's employment contract with Google and later with Pinscreen.

2 238. Sadeghi alleges, on information and belief, that Li, on behalf of Pinscreen,
3 intentionally interfered with and disrupted the performance of Sadeghi's employment contract with
4 Google in order to gain access to Sadeghi's expertise and experience in digital hair appearance and
5 software engineering as well as an implementation of Sadeghi's hair rendering framework, by
6 defrauding Sadeghi through intentional misrepresentations and concealments.

7 239. Sadeghi alleges, on information and belief, that Li intended to induce a breach of
8 Sadeghi's employment contract with Pinscreen by illegally retaliating against Sadeghi and
9 wrongfully terminating him.

10 240. Sadeghi alleges, on information and belief, that Li's retaliation and wrongful
11 termination of Sadeghi from Pinscreen, was engineered by Li for personal motives unrelated to his
12 agency for Pinscreen as its CEO.

13 241. Sadeghi alleges, on information and belief, that Li interfered with and disrupted the
14 performance of Sadeghi's employment contract with Pinscreen because he feared Sadeghi would
15 expose his transgression of inviolate academic norms prohibiting the fabrication of data.

16 242. Sadeghi was damaged by Li's interference with Sadeghi's employment contracts
17 with Google and later with Pinscreen in amounts to be determined at trial.

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

22 244. On information and belief, Li's interference with Sadeghi's contracts, partially on
23 behalf of Pinscreen, were in a deliberate, cold, callous, malicious, oppressive and intentional manner
24 in order to injure and damage Sadeghi. Therefore, Sadeghi is entitled to punitive and exemplary
25 damages against Li and Pinscreen in an amount appropriate to punish to be determined at trial.

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NINTH CAUSE OF ACTION
Negligent Hiring, Supervision or Retention
(Against Pinscreen and Does 1 through 100)

245. Sadeghi incorporates by this reference the allegations contained in each paragraph above as if fully set forth here.

246. Sadeghi alleges that he was harmed and that Pinscreen is liable for it because Pinscreen negligently hired and retained an unfit and incompetent CEO, did not properly train him, and did not properly supervise him.

247. Li was 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 and other illegal practices. Li’s actions have been reckless, vicious and have caused harm to Pinscreen employees, including Sadeghi, and other Pinscreen stakeholders, including its investors.

248. On information and belief, Li was ineligible to work at Pinscreen as its CEO and has performed work for the company illegally because Li is not a US Citizen, his permanent residency (i.e. green card) application has been rejected, and he lacks a proper visa to work at Pinscreen. On information and belief, Li has an H-1B visa sponsored by USC, which only allows him to work at the university and not at Pinscreen. In response to Sadeghi’s inquiry about Li’s work authorization and eligibility, Li claimed that he does not need a visa to work for Pinscreen since he is not receiving any salary from the company. However, on information and belief, Li’s working at Pinscreen without a proper visa was and is in violation of the Immigration Reform and Control Act of 1986.

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

250. Pinscreen knew, or should have known, that Li’s unfitness, incompetence, and ineligibility created a particular risk to its employees, including Sadeghi, its investors and the public.

251. Li’s unfitness, incompetence, and ineligibility harmed Sadeghi by, including but not limited to, being fraudulently deceived, illegally retaliated against, wrongfully terminated, and unlawfully battered, in the amount to be determined at trial.

1 **ELEVENTH CAUSE OF ACTION**

2 **Invasion of Privacy**

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

4 260. Sadeghi incorporates by this reference the allegations contained in each paragraph
5 above as if fully set forth here.

6 261. Sadeghi alleges that Li, Pinscreen and other defendants violated his right to privacy
7 in a manner that is highly offensive to a reasonable person.

8 262. Sadeghi had a reasonable expectation of privacy in the contents of his backpack, and
9 the personal files stored on his work laptop into which Pinscreen intentionally intruded.

10 263. On August 7, 2017, while committing battery on Sadeghi, the defendants
11 intentionally intruded Sadeghi's backpack and took his work laptop by force. The defendants are
12 unlawfully in possession of Sadeghi's private files, including only copies of Sadeghi's personal
13 anniversary trip photos and videos containing explicit photos of himself.

14 264. Sadeghi's demands for his personal files has been repeatedly ignored by Pinscreen.
15 Pinscreen's refusal to return Sadeghi's private data would be highly offensive to the reasonable
16 person and constitutes an invasion of privacy.

17 265. As a direct, foreseeable and proximate result of Pinscreen, Li and other defendants
18 invading Sadeghi's privacy, Sadeghi has suffered and continues to suffer severe mental and
19 emotional distress, all to Sadeghi's damage, in an amount to be determined at trial.

20 266. The invasion of Sadeghi's privacy, carried out by Pinscreen, Li, and other defendants
21 was, on information and belief, in a deliberate, cold, callous, malicious, oppressive and intentional
22 manner in order to injure and damage Sadeghi. Therefore, Sadeghi is entitled to punitive and
23 exemplary damages against the defendants in an amount appropriate to punish to be determined at
24 trial and make an example of those defendants.

1 **TWELFTH CAUSE OF ACTION**

2 **Conversion**

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

4 267. Sadeghi incorporates by this reference the allegations contained in each paragraph
5 above as if fully set forth here.

6 268. Sadeghi alleges that Li, Pinscreen and other defendants, wrongfully exercised control
7 over Sadeghi’s personal property.

8 269. Sadeghi owned, possessed, and had a right to possess his personal files including the
9 photos and videos of his personal anniversary trip.

10 270. The defendants intentionally and substantially interfered with Sadeghi’s property by
11 forcefully taking possession of Sadeghi’s work laptop which contained his personal data, preventing
12 Sadeghi from having access to his data, and refusing to return Sadeghi’s personal property after
13 Sadeghi demanded its return.

14 271. Pinscreen has illegally refused to return Sadeghi’s personal data on his work laptop,
15 which contained some of the only copies of Sadeghi’s anniversary trip photos and videos, including
16 explicit photos of himself. These photos were taken immediately prior to Sadeghi’s work-related
17 travel to a conference in Hawaii and temporarily stored on the laptop. These private files do not
18 relate to Sadeghi’s employment at Pinscreen and are Sadeghi’s personal property.

19 272. On August 7, 2017, while committing battery on Sadeghi, the defendants forcefully
20 took possession of Sadeghi’s work laptop which contained his personal data. Li promised Sadeghi,
21 “we will give you your personal files”, however, Pinscreen has subsequently refused to do so. These
22 photos have sentimental value to Sadeghi, and Pinscreen has converted these files by illegally
23 retaining and refusing to return this property.

24 273. As a direct, foreseeable and proximate result of Pinscreen, illegally converting
25 Sadeghi’s personal files, Sadeghi has suffered and continues to suffer severe mental and emotional
26 distress, all to Sadeghi’s damage, in an amount to be determined at trial.

27 274. The conversion of Sadeghi’s properties, carried out by Pinscreen, Li, and other
28 defendants were, on information and belief, in a deliberate, cold, callous, malicious, oppressive and

1 intentional manner in order to injure and damage Sadeghi. Therefore, Sadeghi is entitled to punitive
2 and exemplary damages against the defendants in an amount appropriate to punish to be determined
3 at trial.

4 **THIRTEENTH CAUSE OF ACTION**

5 **Negligence**

6 **(Against Li, Pinscreen, and Does 1 through 100)**

7 275. Sadeghi incorporates by this reference the allegations contained in each paragraph
8 above as if fully set forth here.

9 276. Sadeghi alleges that he was harmed by Pinscreen’s, Li’s and other defendants’
10 negligence which consequently caused damages to Sadeghi’s personal property.

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

15 278. As a direct, foreseeable and proximate result of the defendants’ negligence and
16 breach of duty of due care, Sadeghi’s personal property, and as a result Sadeghi was harmed and
17 has suffered and continues to suffer severe mental and emotional distress, all to Sadeghi’s damage,
18 in an amount which will be proven at trial.

19 **FOURTEENTH CAUSE OF ACTION**

20 **Intentional Infliction of Emotional Distress**

21 **(Against Li, Pinscreen, and Does 1 through 100)**

22 279. Sadeghi incorporates by this reference the allegations contained in each paragraph
23 above as if fully set forth here.

24 280. Sadeghi alleges that defendants’ actions have caused Sadeghi to suffer severe mental
25 and emotional distress due to, including but not limited to, being fraudulently deceived to leave his
26 employment at Google, being wrongfully terminated from his employment at Pinscreen, being
27 falsely imprisoned, being battered, being physically injured, invasion of his privacy, conversion of
28 his personal files and infringement of his intellectual property rights.

1 Section 98, the commissioner may issue a citation against an employer or other person acting on
2 behalf of the employer who violates reimbursement obligations for an amount determined to be due
3 to an employee under this section.”

4 287. After Sadeghi’s wrongful termination, Pinscreen withheld business expense
5 reimbursements despite prior written agreements, in violation of Sadeghi’s employment contract.

6 288. Pinscreen acknowledged that the reimbursements were due but claimed that it would
7 only pay them pending a successful settlement and/or mutual non-disclosure agreement. After more
8 than nine months delay, Pinscreen paid only a small portion of the past due reimbursements, in
9 violation of Sadeghi’s contract and prior written agreements.

10 289. As a direct, foreseeable and proximate result of Pinscreen refusing to reimburse
11 Sadeghi for his business expenses, Sadeghi has lost and will continue to lose monetary benefits and
12 has suffered and continues to suffer mental and emotional distress, all to Sadeghi’s damage, in an
13 amount to be determined at trial.

14 290. On information and belief, the acts taken toward Sadeghi, carried out by the
15 defendants, including Li, on behalf of Pinscreen, were in a deliberate, cold, callous, malicious,
16 oppressive and intentional manner in order to injure and damage Sadeghi. Therefore, Sadeghi is
17 entitled to punitive and exemplary damages against the defendants in an amount appropriate to
18 punish to be determined at trial.

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

21 **SIXTEENTH CAUSE OF ACTION**

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

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

24 **(Against Li, Pinscreen, and Does 1 through 100)**

25 292. Sadeghi incorporates by this reference the allegations contained in each paragraph
26 above as if fully set forth here.

27 293. California Business & Professional Code § 17200 et seq. prohibits any “unlawful,
28 unfair, or fraudulent business act or practice” and any “unfair, deceptive, untrue or misleading

1 **PRAYER FOR RELIEF**

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

- 4 1. For judgment in favor of Sadeghi against Pinscreen, Li, and other defendants;
- 5 2. For declaratory relief;
- 6 3. For general, special and compensatory, punitive and exemplary damages;
- 7 4. For all applicable statutory penalties;
- 8 5. For pre- and post-judgment interest where allowed;
- 9 6. For attorneys' fees under applicable provisions of law, including but not limited to California
10 Code of Civil Procedure § 1021.5, California Labor Code § 1102.5, and California Penal
11 Code § 1202.4;
- 12 7. For costs of suit incurred herein; and
- 13 8. For such other and further relief as the Court deems necessary, just and proper.

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17 DATED: June 11, 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 Complaint for which Sadeghi is entitled to a jury.

DATED: June 11, 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

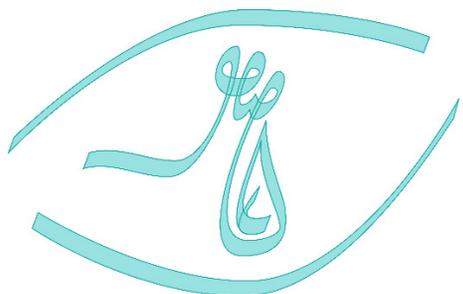
I, Dr. Iman Sadeghi, declare and verify as follows:

I am the plaintiff in this proceeding and have read this 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 and correct to my personal knowledge.

DATED: June 11, 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>



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

UCSD Rendering Competition 2007
These images are from rendering competition in the Spring 2007 "CSE168 Rendering Algorithms" class taught by Henrik Wann Jensen.

Diner Scene
BY JOEY HAMMER

Shrine
BY AARON BARANY

A Butterfly, A Water Drop and A High Speed Camera!
BY IMAN SADEGHI
GRAND PRIZE

Kitchen with Programmer's Art
BY TOSHIYA HACHISUKA
FIRST PRIZE

Dawn of Ancient China
BY WAN-YEN LO

Geisel Library
BY KRISTEN KHO

Motion Capture Movie
BY BRAD BYRD

UCSD

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**” patent, in
2 collaboration with Walt Disney Animation Studios:

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

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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>

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

- 10 • [April 18, 2017] Li: “Hey Leszek”
- 11 • [April 18, 2017] Li: “**Please meet Iman [Sadeghi], the guy behind all the hair**
12 **rendering [technology] for Disney and DreamWorks ([including] Tangled)**”



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17 Tuesday, April 18, 2017



18 **Hao Li**

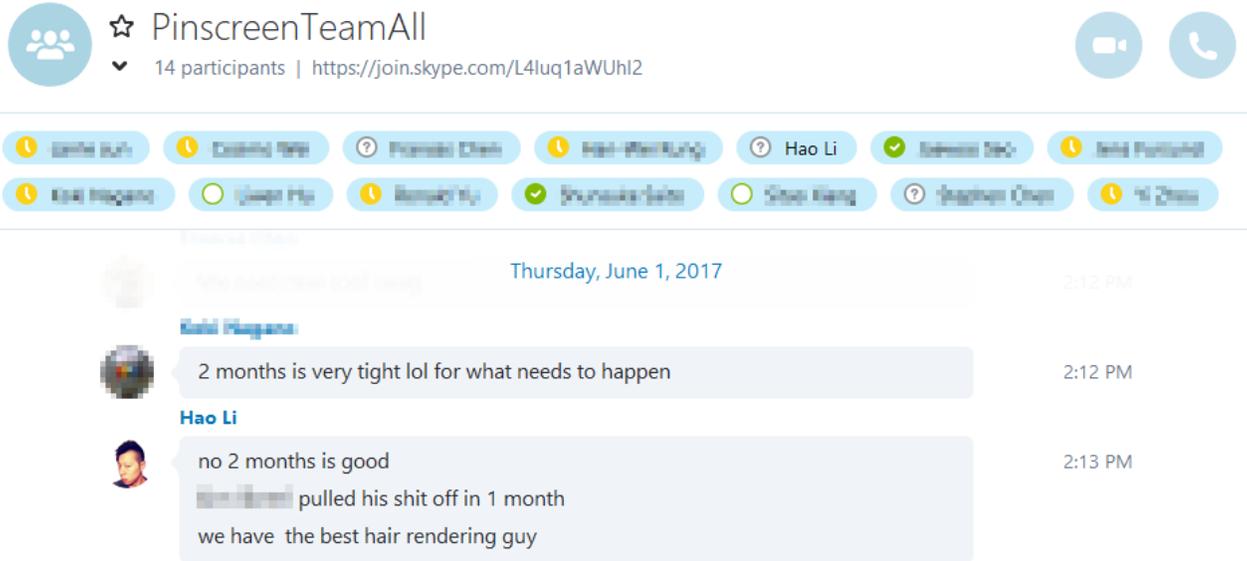
19 hey leszek
20 please meet iman, the guy behind all the hair rendering tech for disney and
21 dreamworks (incl. tangled)

3:58 PM

22 6. Li’s group messages, on “PinscreenTeamAll” thread, on Skype, shared with Sadeghi and 14
23 other participants, on June 1, 2017:

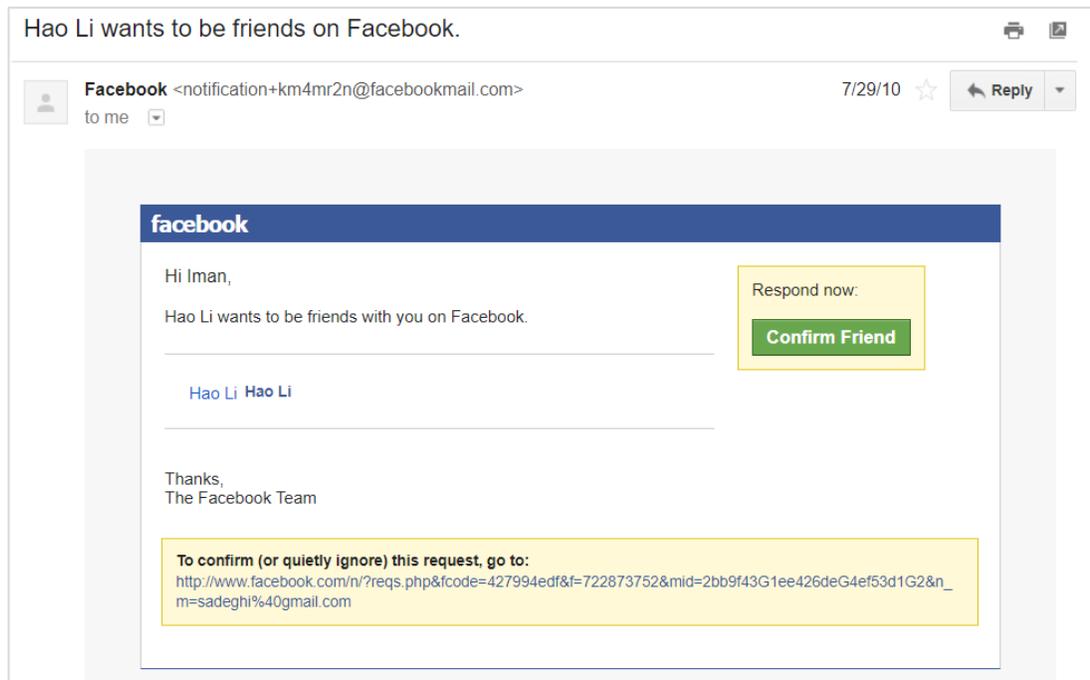
- 24 • [June 1, 2017] [a Pinscreen employee]: “2 months is very tight lol for what needs to
25 happen”
- 26 • [June 1, 2017] Li: “No 2 months is good”
- 27 • [June 1, 2017] Li: “[an Academy Scientific and Technical (Sci-Tech) Award winner]
28 pulled his shit off in 1 month”

- [June 1, 2017] Li: **“We have the best hair rendering guy”**



7. In 2010, Li requested to be connected with Sadeghi on Facebook and LinkedIn:

- **[July 29, 2010]** “Hi Iman [Sadeghi], Hao Li wants to be friends with you on Facebook.”
- **[September 24, 2010]** “Hao Li has indicated you [Sadeghi] are a friend: I’d like to add you to my professional network on LinkedIn. - Hao Li”



1 Join my network on LinkedIn  

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

3 to me 

4 **LinkedIn**

5 Hao Li has indicated you are a Friend:

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

7 - Hao Li

8  [View invitation from Hao Li](#)

9

10 **DID YOU KNOW LinkedIn can help you find the right service providers using**

11 **recommendations from your trusted network?**

12 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.

13

14 © 2010, LinkedIn Corporation

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

- 15 • [July 28, 2017] Li: “[...] You [Sadeghi] are a **good friend** [...]”
- 16 • [July 28, 2017] Sadeghi: “[...] You [Li] are a **great friend** [...]”

17  ☆ Hao Li  

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

19 **Friday, July 28, 2017** 6:31 PM

20  I don't disagree that I also don't think I'm going to let you see some of a
 21 grading letters etc, which I simply ignored 6:34 PM

22 You are a good friend but work is work, and like things as it is right 6:35 PM

23 We can discuss more later 6:36 PM

24 I'm still at meeting 6:38 PM

25 (Do you have specific examples? If not, I'm not responsible for you or anyone
 26 else please bring it to my attention and I will make sure that won't happen
 27 again.)

28 (Disagreement/language and attacking will not help in anyway. I am asking
 you to please keep your language professional and respectful and I will do the
 same.)

You are a great friend that I hear about a lot as well but disagreement/language
 is not acceptable for me, and should not be acceptable for anyone.

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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>



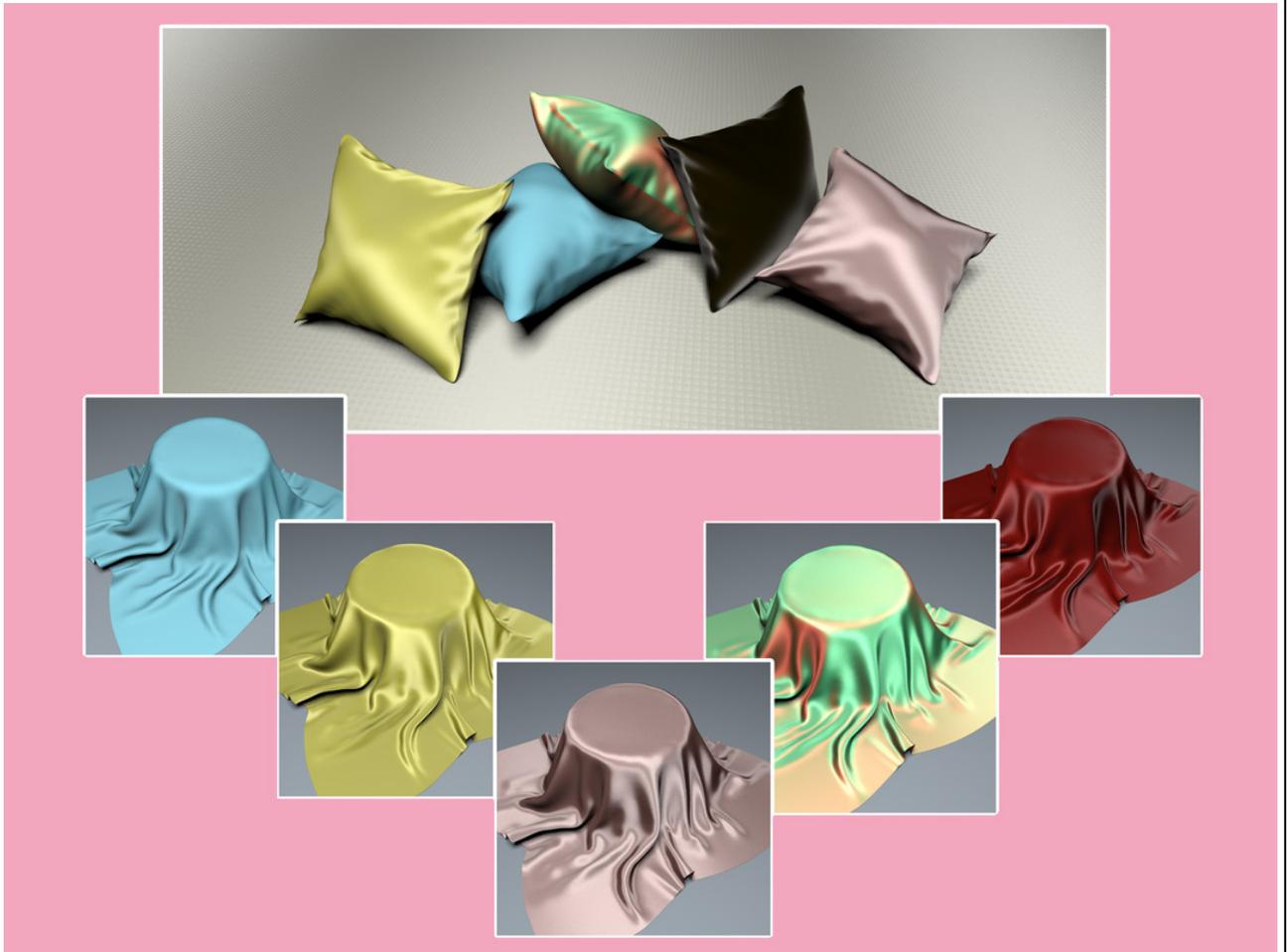
1 11. Sadeghi's "A Practical Microcylinder Appearance Model for Cloth Rendering"

2 publication, a collaboration within UCSD, which Sadeghi presented at SIGGRAPH 2013:

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

4 Publication page on ACM Digital Library:

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

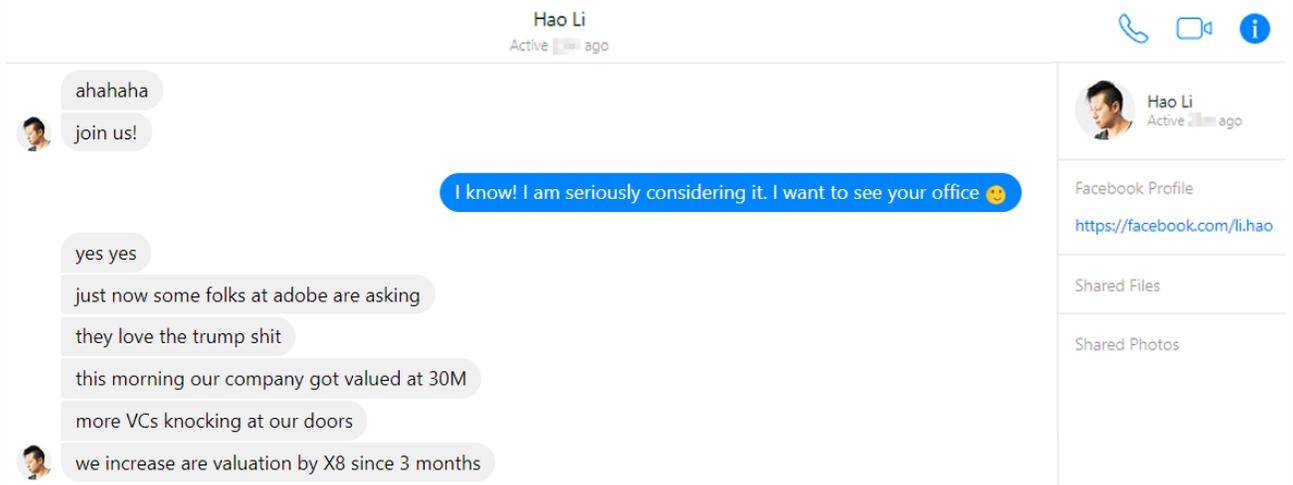


1 **EXHIBIT B**

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

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

- 4 • [November 8, 2016] Li: "Ahahaha"
- 5 • [November 8, 2016] Li: "**Join us!**"
- 6 • [November 8, 2016] Sadeghi: "I know! I am seriously considering it. I want to see your
7 office 😊"
- 8 • [November 8, 2016] Li: "Yes yes"
- 9 • [November 8, 2016] Li: "Just now some folks at Adobe are asking"
- 10 • [November 8, 2016] Li: "They love the Trump shit"
- 11 • [November 8, 2016] Li: "**This morning our company got valued at 30M**"
- 12 • [November 8, 2016] Li: "More VCs knocking at our doors"
- 13 • [November 8, 2016] Li: "We [increased] [our] valuation by X8 since 3 months"



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

- [November 16, 2016] Li: "OMG"
- [November 16, 2016] Li: "It will be awesome"
- [November 16, 2016] Li: "**Join Pinscreen**"
- [November 16, 2016] Li: "It will be fun"

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omg
it will be awesome
join pinscreen
it will be fun



Hao Li
Active 2m ago

Facebook Profile
<https://facebook.com/li.hao>

3. Li’s private conversation with Sadeghi, on Facebook, on November 18, 2016:

- [November 18, 2016] Sadeghi: “Good morning. **I had a great time visiting you guys!** Really cool stuff. I just messaged [Pinscreen’s CTO] too. Let’s talk about the next steps 😊”
- [November 18, 2016] Li: “Sounds good we’ll discuss with board and VCs [Venture Capitalists] first. **We are thinking about offering a VP position.**”

11/18/2016 9:56AM

Good morning. I had a great time visiting you guys! Really cool stuff. I just messaged [Pinscreen’s CTO] too. Let’s talk about the next steps 😊

Sounds good we’ll discuss with board and vcs first. We are thinking about offering a VP position.



Hao Li
Active 2m ago

Facebook Profile
<https://facebook.com/li.hao>

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

- [November 29, 2016] Li: “**We [thought] a lot about having you on board!**”

we tthought a lot about having you on board!

5. Li’s private messages to Sadeghi, on Facebook, on 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”

so for startup at our stage the biggest benefit is in stock options

which value will significantly increase in the next round of funding

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

- [December 1, 2016] Li: “**[Pinscreen’s CTO] thinks that [you] are awesome**”
- [December 1, 2016] Sadeghi: “Oh cool! I really like him too. I wish I have had met him at ILM [Industrial Light & Magic] 😊”

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 thinks that u are awesome

Oh cool! I really like him too. I wish I have had met him at ILM 😊

7. Li’s private messages to Sadeghi, on Facebook, on December 1, 2016:

- [December 1, 2016] Li: “I have a few meetings with investors too”
- [December 1, 2016] Li: “And will have some more later today with the board”
- [December 1, 2016] Li: “**We all want you to join, we are working out on a good offer**”

i have a few meetings with investors too

and will have some more later today with the board

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

8. Li’s private e-mail to Sadeghi, with Subject “**Offer Pinscreen <> Iman [Sadeghi],**” on December 18, 2016:

- [December 18, 2016] Li: “Iman [Sadeghi],”
- [December 18, 2016] Li: “First of all, congratulations on your offer as **VP of Engineering** of Pinscreen! **We have been really impressed by you and are very thrilled with the possibility of having you** as part of our amazing and unique team.”
- [December 18, 2016] Li: “We have had great feedbacks [*sic*] from the team as well as from [one of Pinscreen’s co-founders and board members]. **I believe we can do amazing work together** and really disrupt the social media and VR [Virtual Reality] / AR [Augmented Reality] industry, **and build a successful company together.**”
- [December 18, 2016] Li: “**We** have been working hard with our board and investors, in making you a strong offer and **hope that you join our journey, being part of the first employees.**”
- [December 18, 2016] Li: “Attached is our offer from Pinscreen and a confidential information and invention assignment agreement. Our offer is higher than the median compensation for non-founder VP of engineering in Silicon Valley. **As we move to the**

1 **next rounds of fundings [sic] and growth, the value of the company is likely to**
2 **increase significantly, so you would be joining at a great time now.”**

- 3 • [December 18, 2016] Li: “After you have had a chance to review let’s schedule a call
4 to answer any questions. Please keep the information confidential and feel free to reach
5 out at any time.”
- 6 • [December 18, 2016] Li: “Thank you!”
- 7 • [December 18, 2016] Li: “Cheers,”
- 8 • [December 18, 2016] Li: “Hao Li”

9 offer Pinscreen <> Iman

10 Hao Li <hao@pinscreen.com> 12/18/16 ☆ Reply

11 to me

12 Iman,

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

15 We have had great feedbacks from the team as well as from [REDACTED]. I believe we can do amazing work together and
16 really disrupt the social media and VR/AR industry, and build a successful company together.

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

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

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9. Li’s private messages to Sadeghi, on Facebook, on December 26, 2016:

- [December 26, 2016] Li: “However, **I think if you join us, you would bring a lot of**

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energy 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?”**

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, on 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”

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

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

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

it's 1-3% 😊

but it really depends on the company

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 😊

also I don't think there are any risks 😊



you will be a polar bear with an iron man suit

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

- [December 26, 2016] Li: “**OMG**”
- [December 26, 2016] Li: “❤️”
- [December 26, 2016] Li: “**Do you think you will be able to join us in January already?**”
- [December 26, 2016] Li: “We are aiming for a beta launch in late January”
- [December 26, 2016] Sadeghi: “Hmmm ... The yearly Google bonus is out Jan 20th.”
- [December 26, 2016] Li: “**So [you] could start in [February]?**”
- [December 26, 2016] Li: “**That will be still before we launch a PR thing**”
- [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%**”
- [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 [technology] that is state of the art**”

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OMG



do you think you will be able to join us in january already?



we are aiming for a beta launch in late january

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

so u could start in feb?

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%

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, on 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 [with] the other companies, not only in terms of impact but also financially”**

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

13. Li’s private conversation with Sadeghi, on Facebook, on 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] [...]

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- [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. [...]”
- [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.”**

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.

 How can i hire you?

...

 tell me a number

...

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.

...

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?

I can bring it up if you want in the meeting, but think it s better we agree on a number

 let me know if you want me to proceed.

...

in the end trust your gut feeling and your heart.

14. Li’s private message to Sadeghi, on Facebook, on December 26, 2016:

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- [December 26, 2016] Li: “But **I do believe that you will bring a lot to the company**”

but i do believe that you will bring a lot to the company

15. Li’s private messages to Sadeghi, on Facebook, on January 18, 2017:

- [January 18, 2017] Li: “There are also some updates about Pinscreen”
- [January 18, 2017] Li: “**We have pushed significantly our [technology] since we chatted last time**, and some big investors are extremely interested in funding us”
- [January 18, 2017] Li: “There [sic] funds are significant and could raise the value of the company significantly”
- [January 18, 2017] Li: “**[one of Pinscreen’s VC partners from Lux Capital] was also very excited of having you join us**”
- [January 18, 2017] Li: “**I think he likes you a lot**”

there are also some updates about pinscreen

we have pushed significantly our tech since we chatted last time, and some big investors are extremely interested in funding us

there funds are significant and could raise the value of the company significantly

 was also very excited of having you join us



i think he likes you a lot

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

- [January 19, 2017] Li: “**I talked with [one of Pinscreen’s co-founders and board members] and [one of Pinscreen’s VC partners from Lux Capital] etc.**”
- [January 19, 2017] Li: “**They really like you and we really want you to join us, currently our company is receiving increased valuation**”

i talked with  and  etc.



they really like you and we really want you to join us, currently our company is receiving increased valuation

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

- [January 19, 2017] Li: “**I think you should join**”



i think you should join

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

- 3 • [January 21, 2017] Li: "[...] you will make sure to take a **leadership role as VP of**
4 **Engineering** (potentially having a **more important role than CTO**), meaning
5 **coordinating teams** and also **ensuring efficient deliverables, etc.** [...]"

6 2.2% is what we will offer now, but you will make sure to take a leadership role as VP
7 of engineering (potentially having a more important role than CTO), meaning
coordinating teams and also ensuring efficient deliverables, etc. we can discuss details

8 19. Li's private message to Sadeghi, on Facebook, on January 22, 2017

- 9 • [January 22, 2017] Li: "Most importantly we need you to help me **oversee the**
10 **technology [development] of everyone and push it to the next level**"

11 most importantly we need you to help me oversee the technology dev of everyone and push it
12 to the next level

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

- 15 • "Subject to the approval of the Company's Board of Directors (the 'Board'), the Company
16 shall grant you a stock option covering the number shares of the Company's Common
17 Stock equivalent to **2.3% of the outstanding shares of the Company** (the 'Option').
18 The Option shall be granted as soon as reasonably practicable after the date of this
19 Agreement or, if later, the date you commence full-time Employment. The exercise price
20 per share will be equal to the fair market value per share on the date the Option is granted,
21 as determined by the Company's Board of Directors in good faith compliance with
22 applicable guidance in order to avoid having the Option be treated as deferred
23 compensation under Section 409A of the Internal Revenue Code of 1986, as amended.
24 There is no guarantee that the Internal Revenue Service will agree with this value. You
25 should consult with your own tax advisor concerning the tax risks associated with
26 accepting an option to purchase the Company's Common Stock. The term of the Option
27 shall be 10 years, subject to earlier expiration in the event of the termination of your
28 services to the Company. So long as your Employment is continuous, the Option shall

1 vest and become exercisable as follows: 1/4 of the total number of option shares shall
2 vest and become exercisable on the first anniversary of the Option grant date. Thereafter,
3 the unvested shares shall vest quarterly over a three-year period in equal increments. The
4 Option will be an incentive stock option to the maximum extent allowed by the tax code
5 and shall be subject to the other terms and conditions set forth in the Company's 2015
6 Stock Option Plan (the 'Stock Plan') and in the Company's standard form of Stock Option
7 Agreement (the 'Stock Agreement').”

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

12 (b) **Stock Option Plan.** Subject to the approval of the Company’s Board of
13 Directors (the “Board”), the Company shall grant you a stock option covering the number shares of
14 the Company’s Common Stock equivalent to 2.3% of the outstanding shares of the Company (the
15 “Option”). The Option shall be granted as soon as reasonably practicable after the date of this
16 Agreement or, if later, the date you commence full-time Employment. The exercise price per share
17 will be equal to the fair market value per share on the date the Option is granted, as determined by
18 the Company’s Board of Directors in good faith compliance with applicable guidance in order to
19 avoid having the Option be treated as deferred compensation under Section 409A of the Internal
20 Revenue Code of 1986, as amended. There is no guarantee that the Internal Revenue Service will
agree with this value. You should consult with your own tax advisor concerning the tax risks
associated with accepting an option to purchase the Company’s Common Stock. The term of the
Option shall be 10 years, subject to earlier expiration in the event of the termination of your
services to the Company. So long as your Employment is continuous, the Option shall vest and
become exercisable as follows: 1/4 of the total number of option shares shall vest and become
exercisable on the first anniversary of the Option grant date. Thereafter, the unvested shares shall
vest quarterly over a three year period in equal increments. The Option will be an incentive stock
option to the maximum extent allowed by the tax code and shall be subject to the other terms and
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”).

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

24 21. Li’s private e-mail to Sadeghi, with subject “**Stock Option Info,**” on February 18, 2017:

- 25 • [February 18, 2017] Li: “1. The current exercise price is \$1.10 per share”
- 26 • [February 18, 2017] Li: “2. Iman [Sadeghi] will get **up to 14,375 shares which is**
27 **2.3% of the outstanding shares** and the shares reserved for the option pool. After the
28 first year, he will get 1/4 of these shares = 3594 shares. **After four years, he will get**
all of 14,375.”

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- [February 18, 2017] Li: “Cheers,”
- [February 18, 2017] Li: “Hao [Li]”

stock option info 📧 🖨️ 📎

 **Hao Li** <hao@hao-li.com> 2/18/17 ☆ ← Reply ▾
to me ▾

1. The current exercise price is \$1.10 per share

2. Iman will get up to 14,375 shares which is 2.3% of the outstanding shares and the shares reserved for the option pool. After the first year, he will get 1/4 of these shares = 3594 shares. After four years, he will get all of 14,375.

Cheers,
Hao

1 **EXHIBIT C**

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

- 3 1. Li's private conversation with Sadeghi, in writing, on Facebook, on January 22, 2017, when
4 Li misrepresented manually prepared avatars as automatic to Sadeghi:
- 5 • [January 22, 2017, at 3:39 p.m.] Li: **“Okay let me show you some shit”**
 - 6 • [January 22, 2017, at 3:39 p.m.] Li: **“That will get [you] excited”**
 - 7 • [January 22, 2017, at 3:39 p.m.] Sadeghi: [...]
 - 8 • [January 22, 2017, at 3:39 p.m.] Li: **“That’s the thing I wanted to show you”**
 - 9 • [January 22, 2017, at 3:39 p.m.] Sadeghi: **“Cool. Let’s see it 😊”**
 - 10 • [January 22, 2017, at 3:39 p.m.] Li: **[Input image]**
 - 11 • [January 22, 2017, at 3:39 p.m.] Li: **“Input”**
 - 12 • [January 22, 2017, at 3:39 p.m.] Li: **“Output”**
 - 13 • [January 22, 2017, at 3:40 p.m.] Li: **[Output avatar]**
 - 14 • [January 22, 2017, at 3:40 p.m.] Li: **“Input”**
 - 15 • [January 22, 2017, at 3:40 p.m.] Li: **[Input image]**
 - 16 • [January 22, 2017, at 3:40 p.m.] Li: **“Output”**
 - 17 • [January 22, 2017, at 3:40 p.m.] Li: **[Output avatar]**
 - 18 • [January 22, 2017, at 3:40 p.m.] Li: **“Ahahaha”**
 - 19 • [January 22, 2017, at 3:40 p.m.] Li: **“And so on and so on”**
 - 20 • [January 22, 2017, at 3:41 p.m.] Li: **“We are porting this pipeline to the server right**
21 **now, so that we don't have to compute everything on our PCs [Personal Computers]”**
 - 22 • [January 22, 2017, at 3:41 p.m.] Li: **“[a Pinscreen Employee] is also done in 2 weeks**
23 **with UX [User Interface/User Experience]”**
 - 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**
28 **for all the Navii's”**

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- [January 22, 2017, at 3:42 p.m.] Li: “Okay [let me] write the lawyer to get you the contract”
- [January 22, 2017, at 3:43 p.m.] Sadeghi: “Omg! So good! This is well done! 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 Valentine’s 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.**”

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Hao Li
Active 11m ago

okay let me show you some shit

that will get u excited

that s the thing i wanted to show you

Cool. Let's see it 😊



input

output



Facebook Profile
<https://facebook.com/li.hao>

Shared Files
January 22nd, 3:39pm

Shared Photos

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Hao Li
Active 11m ago

input



Hao Li
Active 11m ago

Facebook Profile
<https://facebook.com/li.hao>

Shared Files

Shared Photos

output



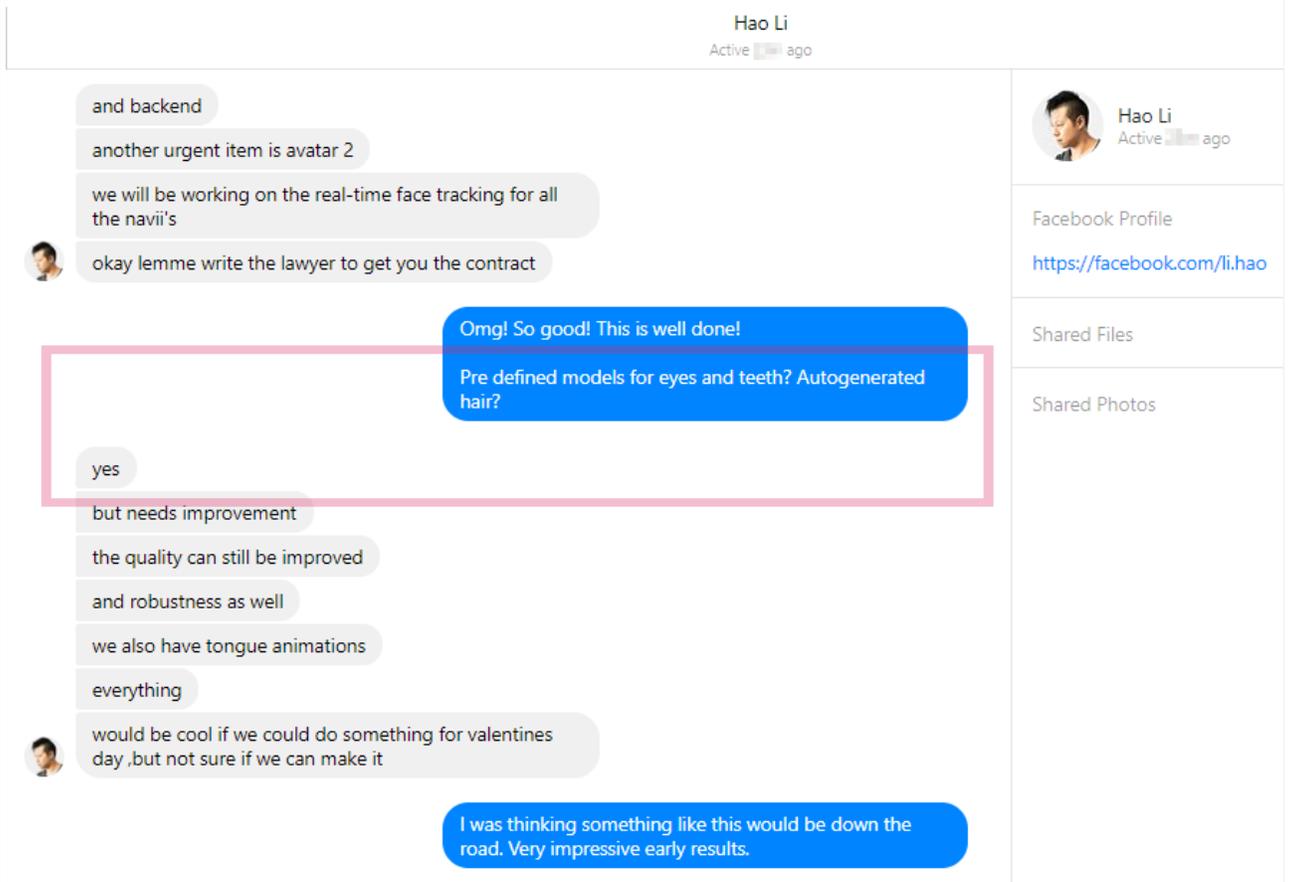
ahahaha

and so on and so on

we are porting this pipeline to the server right now, so that we don't have to compute everything on our PCs

is also done in 2 weeks with UX

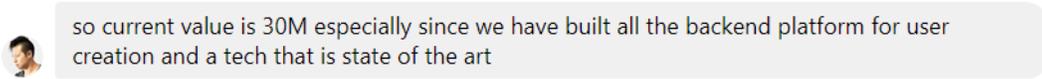
Wow! This is awesome! 🎉



2. Before Sadeghi’s employment at Pinscreen:

Li’s private message to Sadeghi, on Facebook, on December 26, 2016:

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



3. Before Sadeghi’s employment at Pinscreen:

Li’s private messages to Sadeghi, on Facebook, on January 19, 2017:

- [January 19, 2017] Li: “[**By the way**] **the [technology] is super duper cool now**”
- [January 19, 2017] Li: “**Lots of things [have] changed since last time [you] visited**”
- [January 19, 2017] Li: “**High-quality hair**”
- [January 19, 2017] Li: “High-quality face models”

1 • [January 19, 2017] Li: “High-quality animations”

2 btw the tech is super duper cool now

3 lots of things hve changed since last time u visited

4 high-quality hair

5 high-quality face models

6 high quality animations

7
8 4. After Sadeghi joined Pinscreen:

9 Li’s private messages to Sadeghi, on Facebook, on March 1, 2017:

- 10 • [March 1, 2017] Li: “**I made a quick [evaluation]:**”
- 11 • [March 1, 2017] Li: [...]
- 12 • [March 1, 2017] Li: “**Hair -> shit**”
- 13 • [March 1, 2017] Li: “**Rendering -> shit**”
- 14 • [March 1, 2017] Li: “**Eye ball fitting -> shit**”
- 15 • [March 1, 2017] Li: “Teeth -> good”
- 16 • [March 1, 2017] Li: “Face fitting -> good”
- 17 • [March 1, 2017] Li: “Hair segmentation -> good but **query/fitting complete crap**”

18 i made a quick eval:

19 [9:19]

20 [9:19]

21 [9:19]

22 [9:19]

23 [9:19]

24 hao 9:18 AM

hair -> shit

cmd+click to open original in new tab

rendering -> shit

eye ball fitting -> shit

teeth -> good (edited)

face fitting -> good

hair segmentation -> good, but query/fitting complete crap

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5. After Sadeghi joined Pinscreen:

Li’s group messages, on “Pinscreen” thread, on Facebook, to Sadeghi and multiple other participants, on March 13, 2017:

- [March 13, 2017] Li: **“Most important thing right now is:”**
- [March 13, 2017] Li: **“1) Avatar hair reconstruction is shit”**
- [March 13, 2017] Li: **“2) Shading rendering is not good enough”**
- [March 13, 2017] Li: **“3) Too slow”**
- [March 13, 2017] Li: **“Not robust enough”**

Pinscreen

most important thing right now is:
1) avatar hair reconstruction is shit
2) shading rendering is not good enough
3) too slow
not robust enough



Pinscreen

Options

People

1 **EXHIBIT D**

2 **Sadeghi’s Contributions**

3 1. Feedback from conference reviewers about Pinscreen’s SIGGRAPH 2017 Technical Papers
4 submission, submitted on January 16, 2017, *before* Sadeghi’s employment at Pinscreen. This
5 submission was subsequently *rejected*.

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

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
consumer applications. However, the novelty of the work and **the quality of the generated
avatars are below the SIGGRAPH standard** (see comments below).

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

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

22
23 2. Question from one of the conference reviewers about Pinscreen’s SIGGRAPH Asia Technical
24 Papers submission, submitted on May 23, 2017, *after* Sadeghi’s contribution to Pinscreen’s hair
25 appearance. This submission was subsequently *accepted*:

- 26 • [Conference Reviewer]: “**#11 Q: Why the quality is so improved comparing [sic] with**
27 **previous submission.**”
28 • [Pinscreen’s Answer]: “A: For the hair, our previous submission only used a **primitive**

1 hair texture rendering based on Blinn-Phong shading and transparency ordering was not
2 implemented. **In this submission, hair shading has been significantly improved using**
3 **a variant of Sadeghi 2010 (used in Disney's Tangled) and [...]"**

4 #11

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

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

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



14 Input Image

15 *Before*

16 Sadeghi's Contributions to
17 Pinscreen's Hair Appearance



27 Pinscreen's Submission to
28 SIGGRAPH on January 16, 2017

[Rejected]

15 *After*

16 Sadeghi's Contributions to
17 Pinscreen's Hair Appearance



27 Pinscreen's Submission to
28 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]

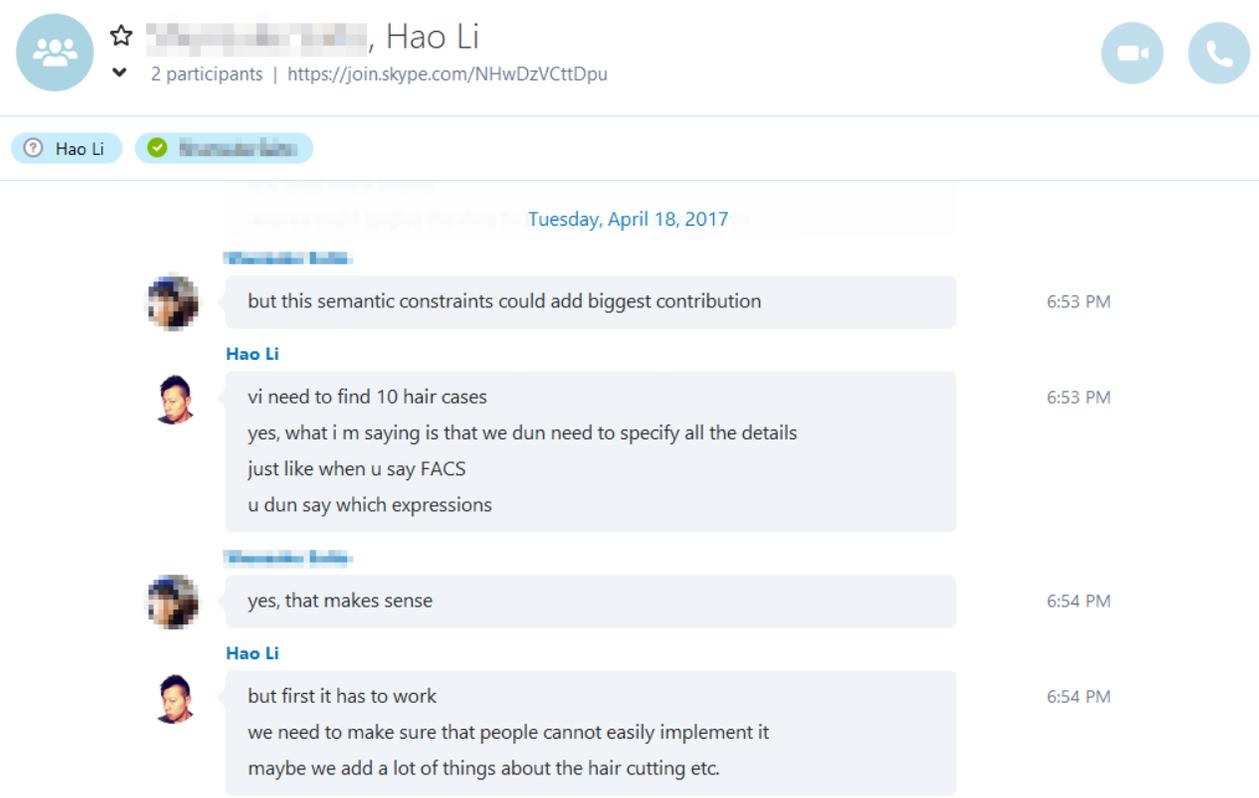
After
Sadeghi's Contributions to
Pinscreen's Hair Appearance



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

- 1 4. Sadeghi’s contributions to Pinscreen’s hair shape estimation through obtaining **Semantic**
2 **Constraints** using Deep Convolutional Neural Networks and Artificial Intelligence (“AI”):
3
- 4 • Sadeghi’s contributions regarding **Pinscreen’s Hair Recognition 2.0**:
5 ○ http://docs.google.com/a/pinscreen.com/document/d/1TbVH6yhIjqvOTz-B_-qqCSQ7AFHVzl_inbbIB7Bdfb0/edit
 - 6 • Sadeghi’s contributions regarding **Pinscreen’s Hair Recognition 2.0 Training Data**:
7 ○ http://docs.google.com/a/pinscreen.com/document/d/1I_971F8a43_Mn5No_bdG4SXyJGFm7YIcRjs0V7BkTOk/edit
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- 9
- 10 5. Li’s group messages, on Skype, on April 18, 2017, leading up to SIGGRAPH Asia Technical
11 Papers submission due on May 23, 2017, to Sadeghi and another Pinscreen employee, who later
12 became a first author of the publication:
- 13 • [April 18, 2017] [a Pinscreen employee]: “But this **Semantic Constraints could add**
14 **biggest contribution**”
 - 15 • [April 18, 2017] Li: “Vi [*sic*] need to find 10 hair cases”
 - 16 • [April 18, 2017] Li: “Yes, what I’m saying is that we [don’t] need to specify all the
17 details”
 - 18 • [April 18, 2017] Li: “Just like when [you] say FACS”
 - 19 • [April 18, 2017] Li: “[You] [don’t] say which expressions”
 - 20 • [April 18, 2017] [the Pinscreen employee]: “Yes, that makes sense”
 - 21 • [April 18, 2017] Li: “But first it has to work”
 - 22 • [April 18, 2017] Li: “**We need to make sure that people cannot easily implement it**”
 - 23 • [April 18, 2017] Li: “**Maybe we add a lot of things about the hair cutting etc.**”
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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-H5b4wy0glQm9k2Q8b60yhgorpC1PdanOjDtQ/edit>

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

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

9. Sadeghi's contributions regarding **Pinscreen's System Security**:

- <http://docs.google.com/a/pinscreen.com/document/d/1w7ow9PW4HTBE5UilkoROQ4>

1 h6CchxQbpoWNXjZZ2WH5c/edit

2
3 10. Sadeghi's contributions regarding **Pinscreen's User Interface/User Experience (UI/UX)**:

- 4 • [http://docs.google.com/a/pinscreen.com/document/d/1w7TLtCK7fTuk1dQIN20e-](http://docs.google.com/a/pinscreen.com/document/d/1w7TLtCK7fTuk1dQIN20e-d48Oxem0O9PsJ1_k-SqzsQ/edit)
5 [d48Oxem0O9PsJ1_k-SqzsQ/edit](http://docs.google.com/a/pinscreen.com/document/d/1w7TLtCK7fTuk1dQIN20e-d48Oxem0O9PsJ1_k-SqzsQ/edit)

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7 11. Sadeghi's contributions regarding **Pinscreen's Mobile Apps**:

- 8 • [http://docs.google.com/a/pinscreen.com/document/d/1W2BudSk5fB11YzCQz0OzL_A](http://docs.google.com/a/pinscreen.com/document/d/1W2BudSk5fB11YzCQz0OzL_A080n1vZPGoNCSxf6ICcQ/edit)
9 [080n1vZPGoNCSxf6ICcQ/edit](http://docs.google.com/a/pinscreen.com/document/d/1W2BudSk5fB11YzCQz0OzL_A080n1vZPGoNCSxf6ICcQ/edit)

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11 12. Sadeghi's contributions regarding **Pinmojis (i.e. Pinscreen Emojis)**:

- 12 • [http://docs.google.com/a/pinscreen.com/document/d/1NzwUpKXjYyhGsCHokcRCMT](http://docs.google.com/a/pinscreen.com/document/d/1NzwUpKXjYyhGsCHokcRCMTgKg3OC5ftFgBHIA5IjcgU/edit)
13 [gKg3OC5ftFgBHIA5IjcgU/edit](http://docs.google.com/a/pinscreen.com/document/d/1NzwUpKXjYyhGsCHokcRCMTgKg3OC5ftFgBHIA5IjcgU/edit)

14
15 13. Sadeghi's planning and coordinating regarding **Pinmoji Product Launch** deliverables and
16 timeline:

- 17 • [http://docs.google.com/a/pinscreen.com/document/d/1iUPehGf9oTnWUV7SRuFnP9Q](http://docs.google.com/a/pinscreen.com/document/d/1iUPehGf9oTnWUV7SRuFnP9QWU-KEopOvMK-ivdaUqQE/edit)
18 [WU-KEopOvMK-ivdaUqQE/edit](http://docs.google.com/a/pinscreen.com/document/d/1iUPehGf9oTnWUV7SRuFnP9QWU-KEopOvMK-ivdaUqQE/edit)

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20 14. Sadeghi's planning and coordinating regarding **Pinscreen's SIGGRAPH 2017 Real-Time**
21 **Live (RTL)** deliverables and timeline:

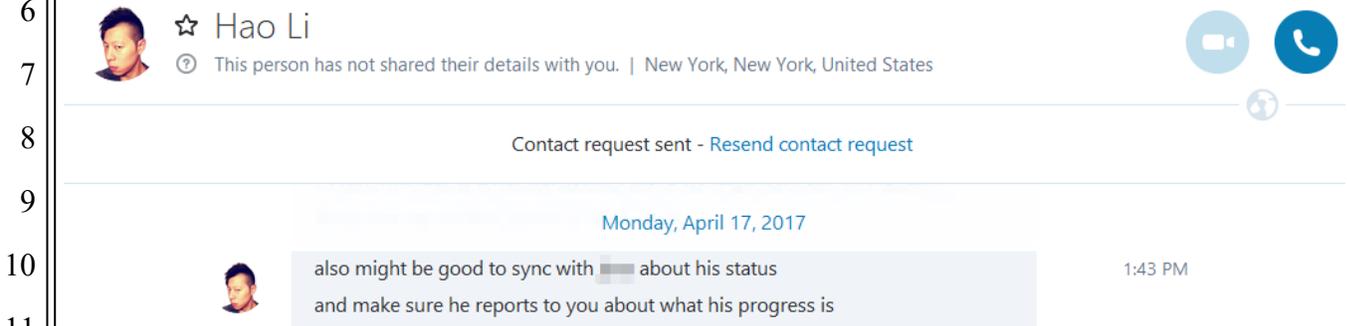
- 22 • [http://docs.google.com/a/pinscreen.com/document/d/1VOY9eDxirYK5NKd8RUaiLu](http://docs.google.com/a/pinscreen.com/document/d/1VOY9eDxirYK5NKd8RUaiLuW__mFKpZQKBhfbveqLnAw/edit)
23 [W__mFKpZQKBhfbveqLnAw/edit](http://docs.google.com/a/pinscreen.com/document/d/1VOY9eDxirYK5NKd8RUaiLuW__mFKpZQKBhfbveqLnAw/edit)

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25 15. Sadeghi's planning and coordinating regarding **Pinscreen's A2 Project** deliverables and
26 timeline:

- 27 • [http://docs.google.com/a/pinscreen.com/document/d/1po3HvDQOKIjvaCDveK4wfkP](http://docs.google.com/a/pinscreen.com/document/d/1po3HvDQOKIjvaCDveK4wfkP5Rwa-Rb2RQiJZBoBuow/edit)
28 [5Rwa-Rb2RQiJZBoBuow/edit](http://docs.google.com/a/pinscreen.com/document/d/1po3HvDQOKIjvaCDveK4wfkP5Rwa-Rb2RQiJZBoBuow/edit)

1 16. Li’s private messages to Sadeghi, on Skype, on April 17, 2017:

- 2 • [April 17, 2017] Li: **“Also might be good to sync with [Pinscreen’s CTO] about his**
- 3 **status”**
- 4 • [April 17, 2017] Li: **“And make sure he [the CTO] reports to you [Sadeghi] about**
- 5 **what his progress is”**



12 17. Sadeghi’s group messages, on “PinscreenTeamAll” thread, on Skype, with 14 other
13 participants, on July 14, 2017, around sunrise, when he had worked overnight with another
14 Pinscreen employee:

- 15 • [July 14, 2017 at 6:19 a.m.] Sadeghi: [a photo of the sunrise]
- 16 • [July 14, 2017 at 6:19 a.m.] Sadeghi: “How do you start your day? 😊”
- 17 • [July 14, 2017 at 6:21 a.m.] Sadeghi: **“[the other Pinscreen employee] and I are**
- 18 **rotating Spherical Harmonics! 🌀”**

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

Participants: [Offline] [Online] [Offline] [Online] [Offline] [Online] [Offline] [Offline] [Offline] [Offline] [Offline] [Offline] [Offline] [Offline]

Friday, July 14, 2017



6:19 AM

How do you start your day? 😊

6:19 AM

[Name] and I are rotating spherical harmonics! 🌀

6:21 AM

Sadeghi’s group message, on “PinscreenTeamAll” thread, on Skype, with 14 other participants, on the same day, on July 14, 2017, early in the morning:

- [July 14, 2017 at 7:49 a.m.] Sadeghi: **“Also, [the other Pinscreen employee] and I are still dealing with the Spherical Harmonics issues ...”**

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

Participants: [Offline] [Online] [Offline] [Online] [Offline] [Online] [Offline] [Offline] [Offline] [Offline] [Offline] [Offline] [Offline] [Offline]

Friday, July 14, 2017

Google Sheets - cre...
 1000x1000px

Also, [Name] and I are still dealing with the Spherical Harmonics issues ...

7:49 AM

Pinscreen employees’ group messages, on “PinscreenTeamAll” thread, on Skype, shared with Sadeghi and 14 other participants, later on the same day, on July 14, 2017, congratulating Sadeghi and the other employee in resolving the issue with Spherical Harmonics (“SH”). Sadeghi was going to sleep in the morning after an 18-hour work shift overnight:

- [July 14, 2017] [a Pinscreen officer]: **“Really great results! Awesome you got it to**

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work! And dynamic SH doesn't seem to be a problem all!"

- [July 14, 2017] [another Pinscreen employees]: **"Congrats 👍"**
- [July 14, 2017] Sadeghi: **"It was such an intense night. [the other Pinscreen employee] 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>

 Participants: [Avatar] [Name], [Avatar] [Name]

Friday, July 14, 2017 10:20 AM

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

[Avatar] [Name]: Congrats 👍 10:56 AM

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

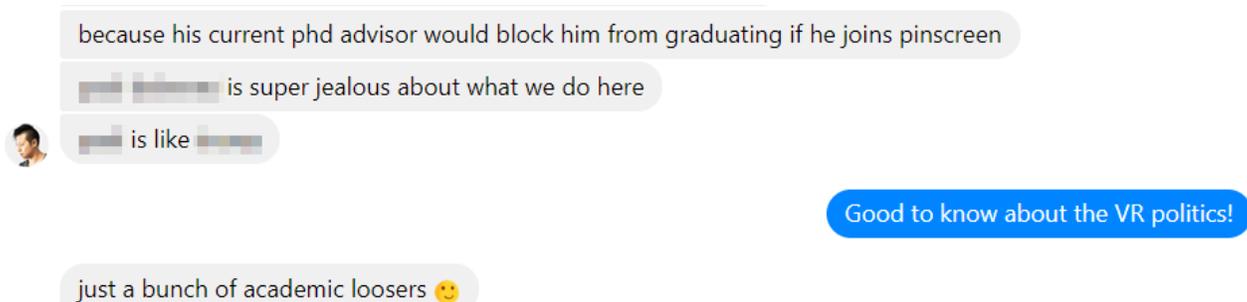
Hao Li: awesome thanks for the hard work! 11:53 AM

1 **EXHIBIT E**

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

3 1. Li's private conversation with Sadeghi, on Facebook, on February 4, 2017, regarding one of
4 the Computer Science professors at USC:

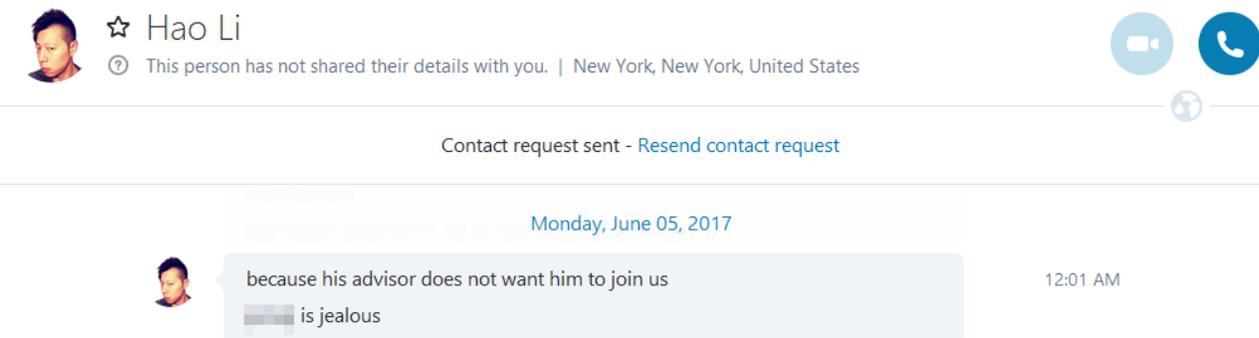
- 5 • [February 4, 2017] Li: "Because his current Ph.D. advisor [a USC professor and an
6 Academy Scientific and Technical (Sci-Tech) Award winner] would block him from
7 graduating if he joins Pinscreen"
- 8 • [February 4, 2017] Li: "[the USC professor] is super jealous of what we do here"
- 9 • [February 4, 2017] Li: "[the USC professor] is like [a political figure]"
- 10 • [February 4, 2017] Sadeghi: "Good to know about the VR politics!"
- 11 • [February 4, 2017] Li: "**Just a bunch of academic losers** [sic] 😊"



17

18 Li's private messages to Sadeghi, on Skype, on June 5, 2017, regarding another Computer
19 Science professor at USC:

- 20 • [June 5, 2017] Li: "Because his advisor [another USC professor] does not want him to
21 join us"
- 22 • [June 5, 2017] Li: "[the other USC professor] is jealous"



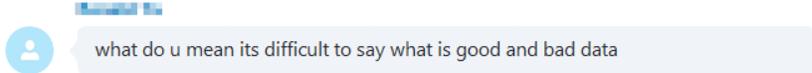
1 2. Li's group conversation with a Pinscreen employee, on "SIGRTL-F2F Tracking" thread, on
2 Skype, shared with Sadeghi and 8 other participants, on June 21, 2017, leading up to
3 SIGGRAPH RTL public demo on August 1, 2017:

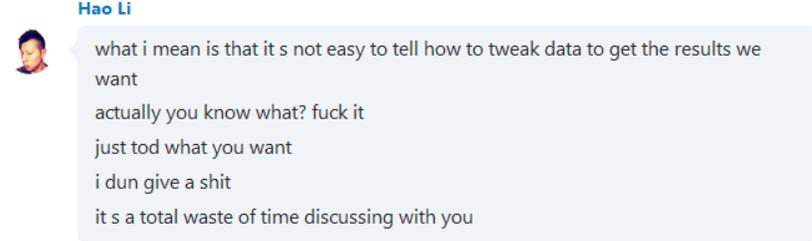
- 4 • [June 21, 2017] [a Pinscreen employee]: "What do [you] mean it's difficult to say what
5 is good and bad data[?]"
- 6 • [June 21, 2017] Li: "What I mean is that it's not easy to tell **how to tweak data to get**
7 **the results we want**"
- 8 • [June 21, 2017] Li: "Actually you know what? Fuck it"
- 9 • [June 21, 2017] Li: "Just [do] what you want"
- 10 • [June 21, 2017] Li: "I [don't] give a shit"
- 11 • [June 21, 2017] Li: "It's a total waste of time discussing with you"

12  SIGRTL-F2F-Tracking
13 8 participants | <https://join.skype.com/IKBdNAtraXVR>

14 

15  Wednesday, June 21, 2017

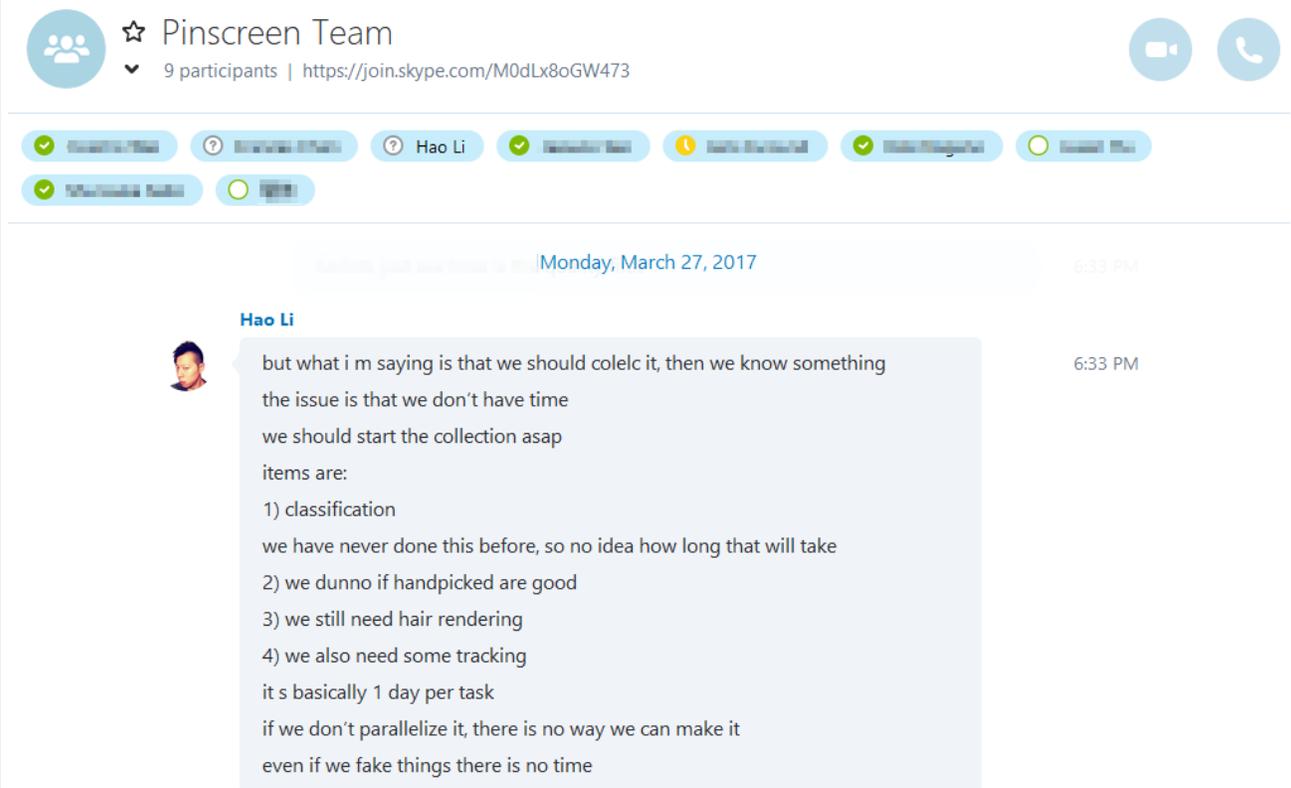
16  what do u mean its difficult to say what is good and bad data 1:05 AM

17  Hao Li
what i mean is that it s not easy to tell how to tweak data to get the results we
18 want
19 actually you know what? fuck it
20 just tod what you want
21 i dun give a shit
it s a total waste of time discussing with you

22 3. Li's group messages, on "Pinscreen Team" thread, on Skype, shared with Sadeghi and 9 other
23 participants, on March 27, 2017, leading up to SIGGRAPH RTL submission due on April 4,
24 2017:

- 25 • [March 27, 2017] Li: "But what I'm saying is that we should [collect] it, then we know
26 something"
- 27 • [March 27, 2017] Li: "**The issue is that we don't have time**"
- 28 • [March 27, 2017] Li: "We should start the collection ASAP"

- 1 • [March 27, 2017] Li: “Items are:”
- 2 • [March 27, 2017] Li: “1) Classification”
- 3 • [March 27, 2017] Li: “We have never done this before, so no idea how long that will
- 4 take”
- 5 • [March 27, 2017] Li: “2) We [don’t know] if handpicked are good”
- 6 • [March 27, 2017] Li: “3) we still need hair rendering”
- 7 • [March 27, 2017] Li: “4) we also need some tracking”
- 8 • [March 27, 2017] Li: “It’s basically 1 day per task”
- 9 • [March 27, 2017] Li: “If we don’t parallelize it, there is no way we can make it”
- 10 • [March 27, 2017] Li: **“Even if we fake things there is no time”**

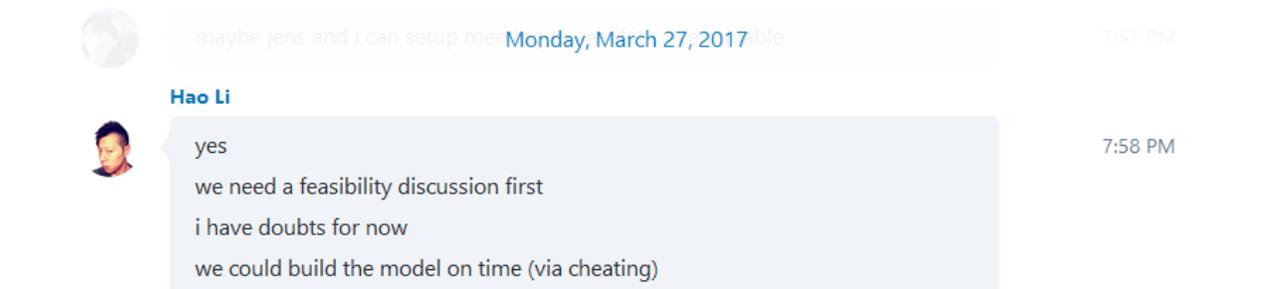


24 4. Li’s group messages, on “RTL Demo [...]” thread, on Skype, shared with Sadeghi and 6 other
 25 participants, on March 27, 2017, leading up to SIGGRAPH RTL submission due on April 4,
 26 2017:

- 27 • [March 27, 2017] Li: “Yes”

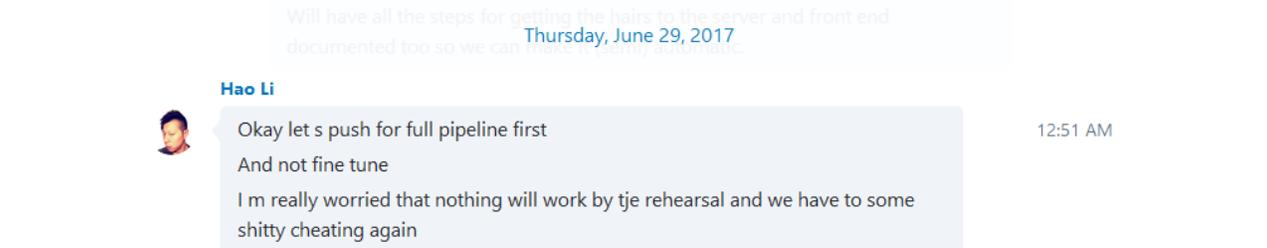
28

- 1 • [March 27, 2017] Li: “We need a feasibility discussion first”
- 2 • [March 27, 2017] Li: “I have doubts for now”
- 3 • [March 27, 2017] Li: “**We could build the model on time (via cheating)**”



13 5. Li’s group messages, on “VR Hair Modeling” thread, on Skype, shared with Sadeghi and 8
14 other participants, on June 29, 2017, leading up to SIGGRAPH RTL rehearsal on July 7, 2017:

- 15 • [June 29, 2017] Li: “Okay let’s push for the pipeline first”:
- 16 • [June 29, 2017] Li: “And not fine tune”:
- 17 • [June 29, 2017] Li: “**I’m really worried that nothing will work by [the] rehearsal**
18 **and we have to [do] some shitty cheating again**”



27 6. Li’s group messages, on “PinscreenTeamAll” thread, on Skype, shared with Sadeghi and 14
28

1 other participants, on May 15, 2017, leading up to SIGGRAPH Asia Technical Papers
2 submission due on May 23, 2017:

- 3 • [May 15, 2017] Li: **“Our eyes are wrong”**
- 4 • [May 15, 2017] Li: **“The colors”**
- 5 • [May 15, 2017] Li: **“We need to use a Deep Neural [Network] for that”**
- 6 • [May 15, 2017] [a Pinscreen officer]: **“For the SIGAsia paper”**
- 7 • [May 15, 2017] Li: **“Or we just do it manually for SIGGRAPH Asia for now”**
- 8 • [May 15, 2017] [the Pinscreen officer]: **“Do you need Unity rendering”**
- 9 • [May 15, 2017] Li: **“Let’s do it manually for now”**
- 10 • [May 15, 2017] Li: **“I think it’s the only way”**

11  PinscreenTeamAll
12 14 participants | <https://join.skype.com/L4luq1aWUhl2>

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15 **Monday, May 15, 2017**

16 **Hao Li**

17  our eyes are wrong
the colors
we need to use a deep neural net for that 2:07 AM

18

19 **[Pinscreen officer]**

20  for the SIGAsia paper 2:08 AM

21 **Hao Li**

22  or we just do it manually for siggraph asia for now 2:08 AM

23 **[Pinscreen officer]**

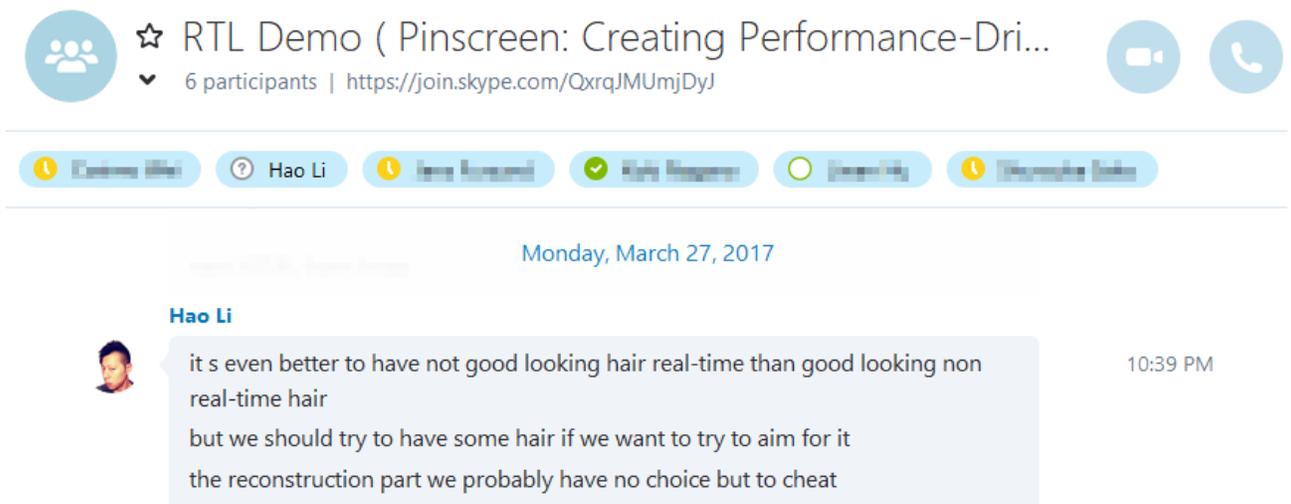
24  do you need unity rendering 2:08 AM

25 **Hao Li**

26  let s do it manually for now
i think it s the only way 2:08 AM

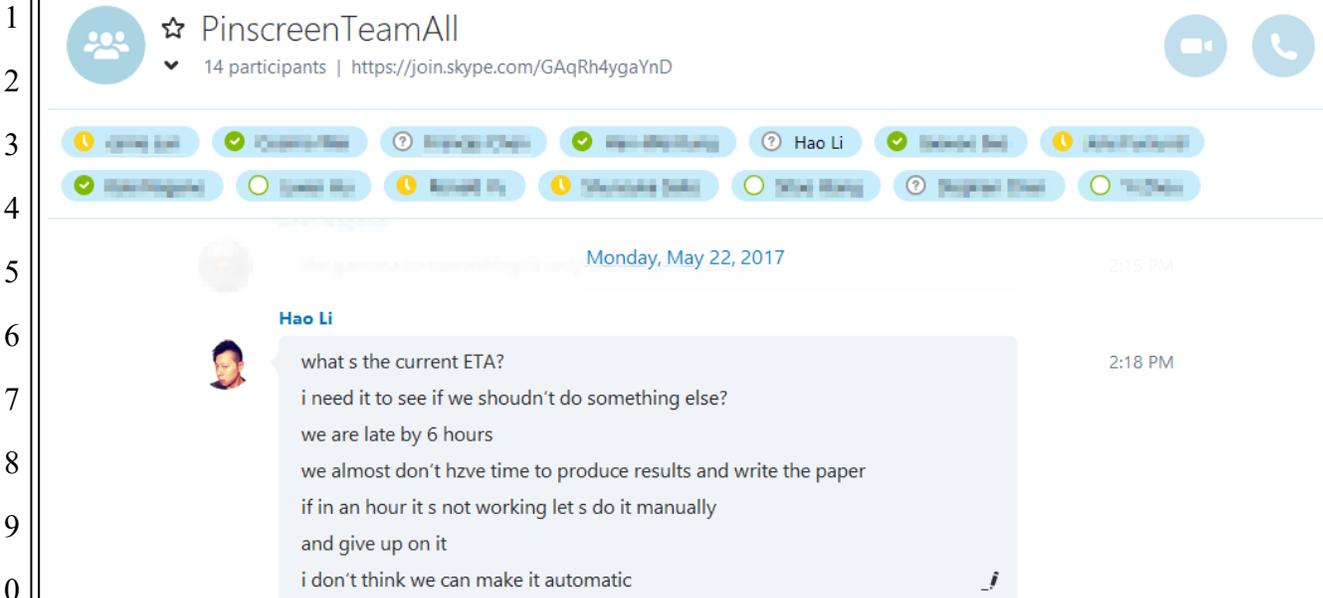
26 7. Li’s group messages, on “RTL Demo [...]” thread, on Skype, shared with Sadeghi and 6 other
27 participants, on March 27, 2017, leading up to SIGGRAPH RTL submission due on April 4,
28 2017:

- 1 • [March 27, 2017] Li: “It’s even better to have not good looking hair real-time than
2 good looking non real-time hair”
- 3 • [March 27, 2017] Li: “But we should try to have some hair if we want to try to aim for
4 it”
- 5 • [March 27, 2017] Li: “**The reconstruction part we probably have no choice but to
6 cheat**”



8. Li group messages, on “PinscreenTeamAll” thread, on Skype, shared with Sadeghi and 14 other participants, on May 22, 2017, one day before SIGGRAPH Asia Technical Papers submission due on May 23, 2017:

- 19 • [May 22, 2017] Li: “What’s the current ETA?”
- 20 • [May 22, 2017] Li: “I need it to see if we [shouldn’t] do something else?”
- 21 • [May 22, 2017] Li: “**We are late by 6 hours**”
- 22 • [May 22, 2017] Li: “**We almost don’t [have] time to produce results and write the
23 paper**”
- 24 • [May 22, 2017] Li: “**If in an hour it’s not working let’s do it manually**”
- 25 • [May 22, 2017] Li: “**And give up on it**”
- 26 • [May 22, 2017] Li: “**I don’t think we can make it automatic**”



9. Article published by Venture Square on August 29, 2017:
- Title: “Softbank Ventures Invests in US Graphics Startup Pinscreen”
 - URL: <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, on 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**”

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

Contact request sent - Resend contact request

launch
 the thing is
 if we just get a techcrunch article on our stuff, then the valuation could be much higher

Wednesday, April 26, 2017

...
 which is smetnign that we always had
 so everyone is playing poker now
 much higher = 5-10x

Wednesday, April 26, 2017

Li's private message to Sadeghi, on Skype, on May 22, 2017:

- [May 22, 2017] Li: **“TechCrunch coverage should be our target”**

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

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” thread, on Skype, shared with Sadeghi and 8 other participants, on June 17, 2017, regarding SIGGRAPH RTL on August 1, 2017:

- [June 17, 2017] Li: **“There will be TechCrunch at SIGGRAPH RTL”**

 ☆ SIGRTL-F2F-Tracking
 8 participants | <https://join.skype.com/SsmCxzM3C5IC>

ⓘ Hao Li                          

Saturday, June 17, 2017

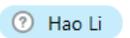
 **Hao Li**
 there will be techcrunch at siggraph rtl 7:27 PM

11. Li's group messages, on “RTL Demo [...]” thread, on Skype, shared with Sadeghi and 6 other participants, on March 30, 2017, leading up to SIGGRAPH RTL submission due on April 4,

1 2017:

- 2 • [March 30, 2017] Li: **“I just interviewed and hired a hair [modeler]”**
- 3 • [March 30, 2017] Li: **“He’ll try to get us something by [tomorrow] this time, or a bit**
- 4 **later”**
- 5 • [March 30, 2017] Li: **“And by Monday these five hair models”**
- 6 • [March 30, 2017] Li: **[leszek.zip]**
- 7 • [March 30, 2017] [...]
- 8 • [March 30, 2017] Li: **“I am asking an artist to create them from scratch”**
- 9 • [March 30, 2017] Li: **“And will fix them in parallel”**
- 10 • [March 30, 2017] Li: **“We need to think of a solution, artists are too slow and**
- 11 **expensive”**
- 12 • [March 30, 2017] Li: **“I’ll ask him create 5 for now”**
- 13 • [March 30, 2017] Li: **“100 Euro[s] per hair”**
- 14 • [March 30, 2017] Li: **“3 hours per hair they need”**

15  ☆ RTL Demo (Pinscreen: Creating Performance-Drive...  
16 ▼ 6 participants | <https://join.skype.com/KximoCo1jCjw>

17   Hao Li    

18 Thursday, March 30, 2017 2:03 PM

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20 **Hao Li**

 i just interviewed and hired a hair modelerer 2:14 PM
he ll try to get us something by tmr this time, or a bit later
and by monday these five hair models

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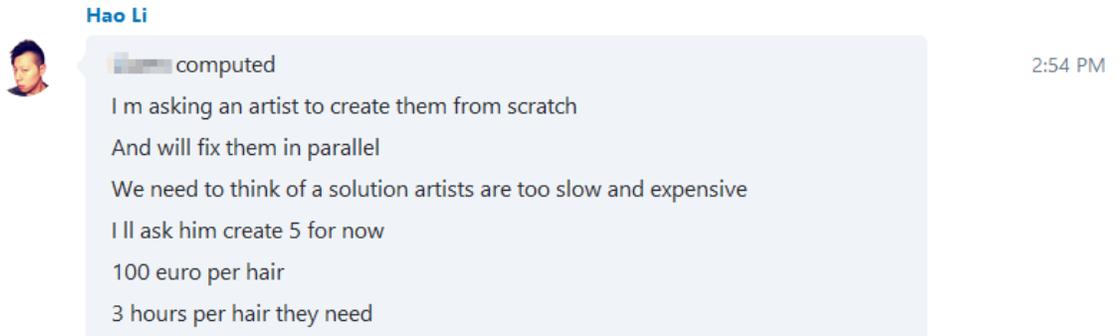
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23   leszek.zip 2:15 PM

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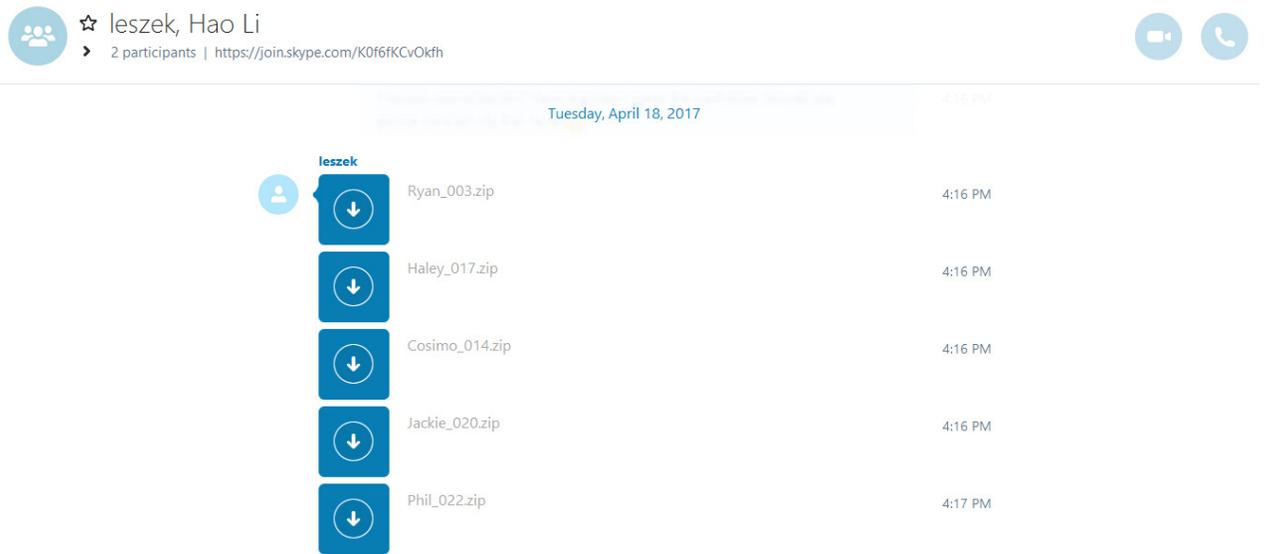
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Leszek’s group messages, on Skype, to Li and Sadeghi, on April 18, 2017, when he shared his previously manually created hair models (i.e. hair shapes):

- [April 18, 2017] Leszek: [Ryan_003.zip containing Ryan_003.obj]
- [April 18, 2017] Leszek: [Haley_017.zip containing Haley_017.obj]
- [April 18, 2017] Leszek: [Cosimo_014.zip containing Cosimo_014.obj]
- [April 18, 2017] Leszek: [Jackie_020.zip containing Jackie_020.obj]
- [April 18, 2017] Leszek: [Phil_022.zip containing Phil_022.obj]



Following diagram, displays supposedly automatic avatars, presented in Pinscreen’s SIGGRAPH RTL submission on April 4, 2017, for **Ryan** Gosling (left) and **Haley** Dunphy (right) with hand-made hair models, by freelance artist Leszek, misrepresented as automatic:

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Fabricated avatars submitted by Pinscreen, on April 4, 2017, to SIGGRAPH RTL



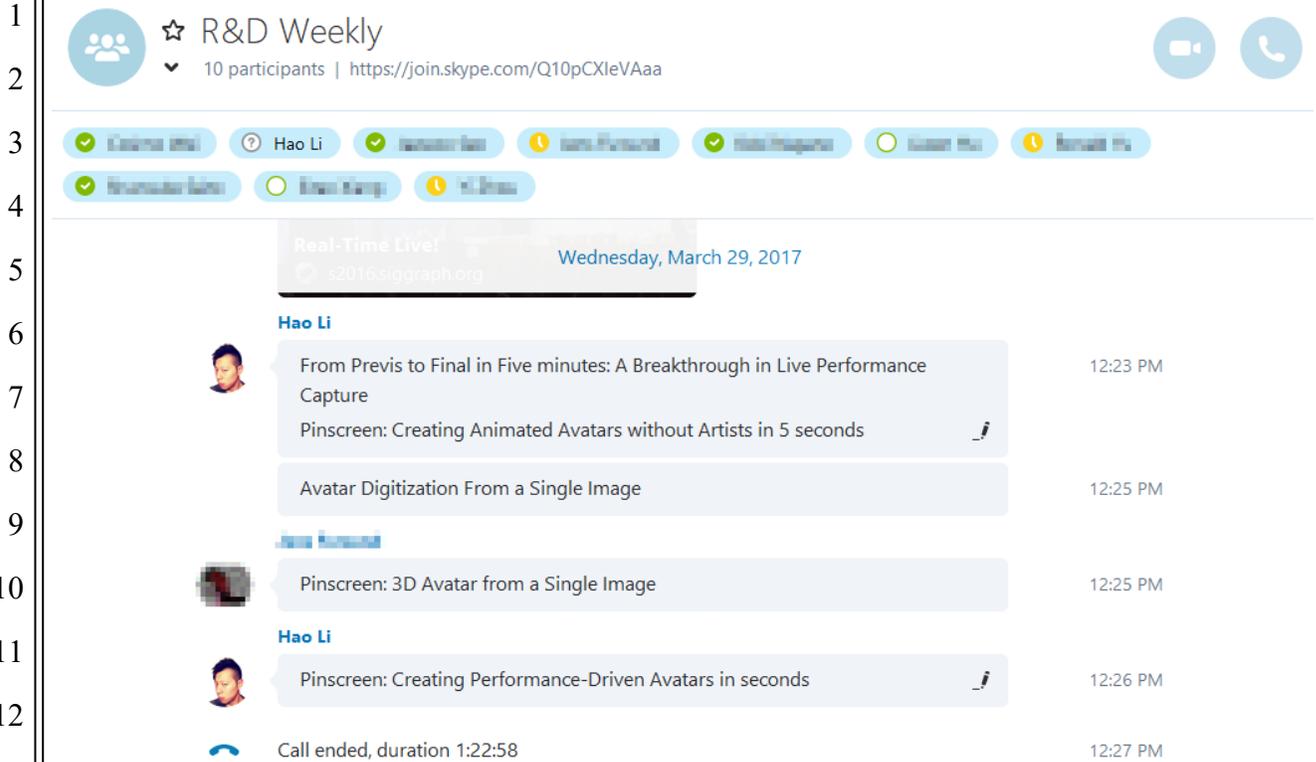
Ryan Gosling
(Actor)

Haley Dunphy
(Fictional Character)

On information and belief, Pinscreen’s technology has been and still is, as of June 11, 2018, after more than a year since the submission, incapable of automatically generating hair shapes with intricacies demonstrated in Leszek’s hand-made hair shape for Haley’s avatar (Haley_017.obj).

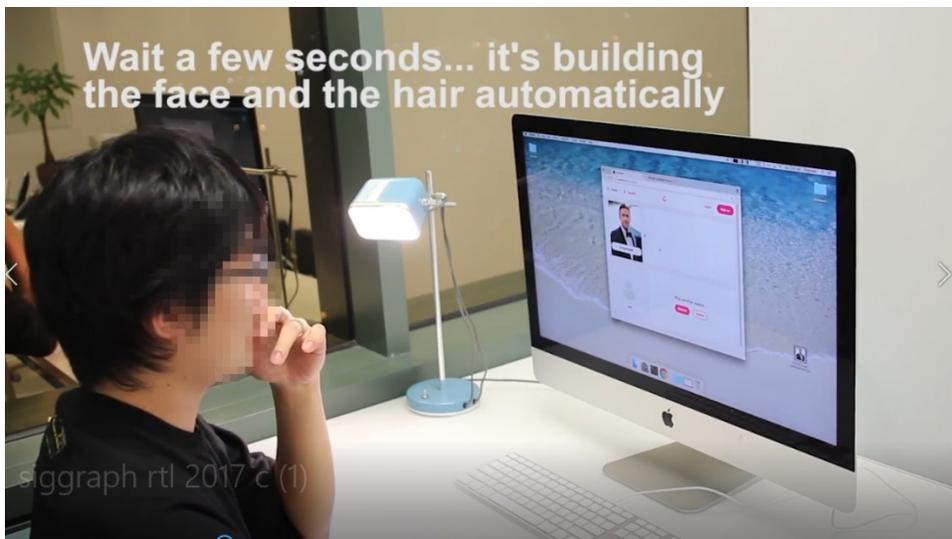
12. Li’s group messages, on “R&D Weekly” thread, on Skype, shared with Sadeghi and 10 other participants, on March 29, 2017, regarding the title for Pinscreen’s SIGGRAPH RTL submission due on April 4, 2017:

- [March 29, 2017] Li: “From Previs to Final in Five minutes: A Breakthrough in Live Performance Capture”
- [March 29, 2017] Li: **“Pinscreen: Creating Animated Avatars without Artists in 5 seconds”**
- [March 29, 2017] Li: “Avatar Digitization from a Single Image”
- [March 29, 2017] [a Pinscreen officer]: “Pinscreen: 3D Avatar from a Single Image”
- [March 29, 2017] Li: **“Pinscreen: Creating Performance-Driven Avatars in seconds”**
- [March 29, 2017] [📞 Call ended, duration 1 hour, 22 minutes, and 58 seconds]



14 A frame of the video submitted to SIGGRAPH RTL, on April 4, 2017, by Pinscreen, stating
 15 that the speed of avatar generation is “a few seconds”:

- 16 • “Wait a few seconds ... it’s building the face and the hair automatically.”



26 13. Li’s group messages, on “PinscreenTeamAll” thread, on Skype, shared with Sadeghi and
 27 other participants, on May 15, 2017, leading up to SIGGRAPH Asia Technical Papers
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1 submission due on May 23, 2017:

- 2 • [May 15, 2017] Li: [SIGA17 TODO LIST Document]
- 3 • [May 15, 2017] Li: “- Evaluate/compare for choice of hair system (comparison to
- 4 AutoHair)”
- 5 • [May 15, 2017] Li: “- Explain how the eye balls, mouth was chosen”
- 6 • [May 15, 2017] Li: “- **Present all the results for 100 tested photos**”
- 7 • [May 15, 2017] Li: “- Explain how the chosen blend shapes method affects the animation
- 8 across diverse people”
- 9 • [May 15, 2017] Li: “Present full models, front and back views”
- 10 • [May 15, 2017] Li: “Show comparison to Loom.ai”

11  ☆ PinscreenTeamAll  
12 ▼ 14 participants | <https://join.skype.com/L4luq1aWUhl2>

13 

15 paper review Monday, May 15, 2017 1:43 AM

16 we hhad 7 reviewers 1:49 AM

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 16 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 94, we target real-time applications and developed the first hair reconstruction pipeline that produces entire hair models for clip 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 Blue-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 Sargent (2010) based on Disney’s “Tangled” and a Cornell University paper. We would like to point out that the hair matches and textures are of recent high-end games, and that artifacts around hair are not visible in the final submission (mainly caused by incorrect hair shading). We believe these improvements would address the concerns of reviewer 42.

We have also compared our custom system with results obtained by the commercial system of Loom.ai

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19 **SIGA17 TODO LIST**

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21 -Evaluate/compare for choice of hair system (comparison to AutoHair) 1:49 AM

22 -Explain how the eye balls, mouth was chosen

23 -Present all the results for 100 tested photos

24 -Explain how the chosen blend shapes method affects the animation across diverse people

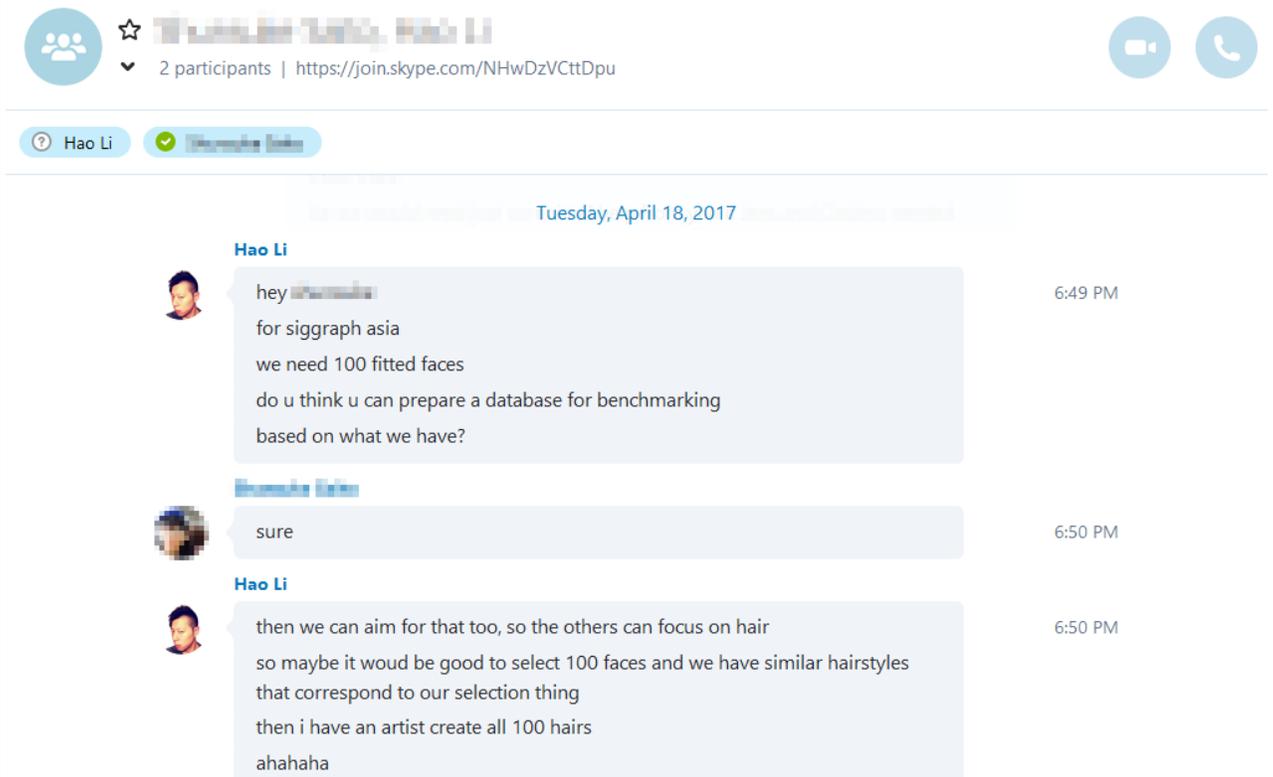
25 -Present full models, front and back views

26 -Show comparison to loom.ai

25 14. Li’s group messages, on Skype, to Sadeghi and another Pinscreen employee, on April 18, 2017, leading up to SIGGRAPH Asia Technical Papers submission due on May 23, 2017:

- 26 • [April 18, 2017] Li: “Hey [a Pinscreen employee]”
- 27 • [April 18, 2017] Li: “**For SIGGRAPH Asia**”

- 1 • [April 18, 2017] Li: **“We need 100 fitted faces”**
- 2 • [April 18, 2017] Li: “Do [you] think [you] can prepare a database for benchmarking”
- 3 • [April 18, 2017] Li: “Based on what we have?”
- 4 • [April 18, 2017] [the Pinscreen employee]: “Sure”
- 5 • [April 18, 2017] Li: “Then we can aim for that too, so the others can focus on hair”
- 6 • [April 18, 2017] Li: “So maybe it would be good to select 100 faces and we have
- 7 similar hairstyles that correspond to our selection thing”
- 8 • [April 18, 2017] Li: **“Then I have an artist create all 100 hairs”**
- 9 • [April 18, 2017] Li: **“Ahahaha”**



15. Li’s private messages to Sadeghi, on Skype, on May 17, 2017, regarding the “High Priority” tasks leading up to SIGGRAPH Asia Technical Papers submission due on May 23, 2017:

- 25 • [May 17, 2017] Li: **“High Priority”**
- 26 • [May 17, 2017] Li: [...]
- 27 • [May 17, 2017] Li: **“11 Hao [Li]: get hair models for all 100 results (hard)”**
- 28 • [May 17, 2017] Li: [...]

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☆ Hao Li

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



Contact request sent - Resend contact request

Wednesday, May 17, 2017

High Priority

2:55 AM

- 1) ~~haramis~~: add pinscreen database classification into training (easy)
- 2) ~~haramis~~: train hair classifier (easy, needs 20)
- 4) ~~haramis~~: synthesize hair textures (medium, needs 9)
- 5) ~~haramis~~: do hair UV mapping (medium)
- 6) ~~haramis~~: duplicate hair strips + perturbation (medium)
- 7) ~~haramis~~: deformation pipeline (hard)
- 8) ~~haramis~~: train hair segmentation using pinscreen face database (easy, but needs 21)
- 9) ~~haramis~~: create script to batch process all face models in Pinscreen Face Database (easy)
- 10) ~~haramis~~: 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) ~~haramis~~: help write paper hair part (medium)
- 15) ~~haramis~~: create grey faces and improved face texture shading, black and white bg (easy)
- 20) ~~haramis~~: help label the 100 input images (easy, needs 1)
- 21) ~~haramis~~: help segment hair models (easy)

Li’s group messages, on “PinscreenTeamAll” thread, on Skype, shared with Sadeghi and 14 other participants, on May 17, 2017, leading up to SIGGRAPH Asia Technical Papers submission due on May 23, 2017, regarding task number 11 (i.e. “Hao [Li]: get hair models for all 100 results”) mentioned above:

- [May 17, 2017] Li: **“How can do 11 [get hair models for all 100 results]?”**
- [May 17, 2017] Li: “[You] can model in 3D?”
- [May 17, 2017] [a Pinscreen officer]: “Arh! 😊”
- [May 17, 2017] [the Pinscreen officer]: “No”
- [May 17, 2017] [the Pinscreen officer]: “sorry”
- [May 17, 2017] Li: **“So basically I need to create 3D hair models for 100 people”**
- [May 17, 2017] Li: **“Or get 3D modelers to do it”**

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



Wednesday, May 17, 2017 2:41 AM

Hao Li
 how can i do 11?
 u can model in 3D? 2:41 AM

Iman Sadeghi
 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

16. Li’s group messages, on “PinscreenTeamAll” thread, on Skype, shared with Sadeghi and 14 other participants, on May 18, 2017, leading up to SIGGRAPH Asia Technical Papers submission due on May 23, 2017:

- [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”**

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

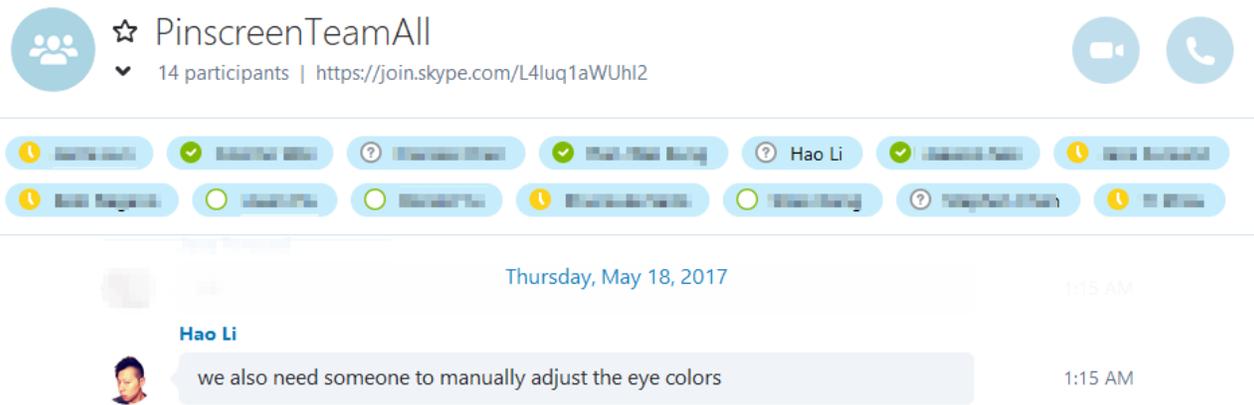


Thursday, May 18, 2017

Hao Li
 okay so i m generating all the avatars
 we need someone to manually fix all the eye colors 12:00 AM

17. Li’s group message, on “PinscreenTeamAll” thread, on Skype, shared with Sadeghi and 14 other participants, on May 18, 2017, leading up to SIGGRAPH Asia Technical Papers submission due on May 23, 2017:

- [May 18, 2017] Li: **“We also need someone to manually adjust the eye colors”**



18. Li’s group conversation with another Pinscreen officer, on “PinscreenTeamAll” thread, on Skype, shared with Sadeghi and 4 other participants, on May 18, 2017, leading up to SIGGRAPH Asia Technical Papers submission due on May 23, 2017:

- [May 18, 2017] Li: **“The eye color is total shit”**
- [May 18, 2017] Li: **“It’s completely random”**
- [May 18, 2017] [a Pinscreen officer]: “I know 😊”
- [May 18, 2017] Li: “We really need a better algorithm”
- [May 18, 2017] [the Pinscreen officer]: “But at least its quick to implement”
- [May 18, 2017] Li: “Yeah”
- [May 18, 2017] [the Pinscreen officer]: “But do we have time for a new [algorithm]?”
- [May 18, 2017] Li: “I guess a Deep Neural [Network] would have been the way to go”
- [May 18, 2017] [the Pinscreen officer]: “So no 🤖”
- [May 18, 2017] Li: “I would say medium priority”
- [May 18, 2017] Li: **“I would say let’s do them manually for now”**

3 Thursday, May 18, 2017

4  **Hao Li** the eye color is total shit 1:18 AM
5 it s completely random

6  I know 😊 1:18 AM

7  **Hao Li** we really need a better algorithm 1:18 AM

8  but at least it's quick to implement 1:18 AM

9  **Hao Li** yeah 1:19 AM

10  but do we have time for a new algo? 1:19 AM

11  **Hao Li** i guess a deep neural net would be the way to go 1:19 AM

12  so no 😊 1:19 AM

13  **Hao Li** i would say medium priority 1:19 AM
14 i would say let s do them manually for now

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19 19. Li's group messages, on "PinscreenTeamAll" thread, on Skype, shared with Sadeghi and 14
20 other participants, on May 18, 2017, leading up to SIGGRAPH Asia Technical Papers
21 submission on May 23, 2017:

- 22 • [May 18, 2017] Li: "What's the status with the hair texture part?"
- 23 • [May 18, 2017] Li: "[By the way] I'm regenerating all the 160 faces"
- 24 • [May 18, 2017] Li: "Because of the spacing issue only 122 were generated"
- 25 • [May 18, 2017] Li: "I will upload Dropbox folder once I'm done"
- 26 • [May 18, 2017] Li: "**Then need [a Pinscreen employees] to work on eye colors**"
- 27 • [May 18, 2017] Li: "**[another Pinscreen employee] on focal length adjustments per**
28 **person**"



Thursday, May 18, 2017

Hao Li
what s the status with the hair texture part? 4:24 PM
btw i m regenerating all the 160 faces 4:25 PM
because of the spacing issue only 122 were generated
i will upload dropbox folder once i m done
then need [muted] to work on eye colors
[muted] on focal length adjustments per person

20. Pinscreen’s claims in its SIGGRAPH Asia 2017 Technical Papers publication:

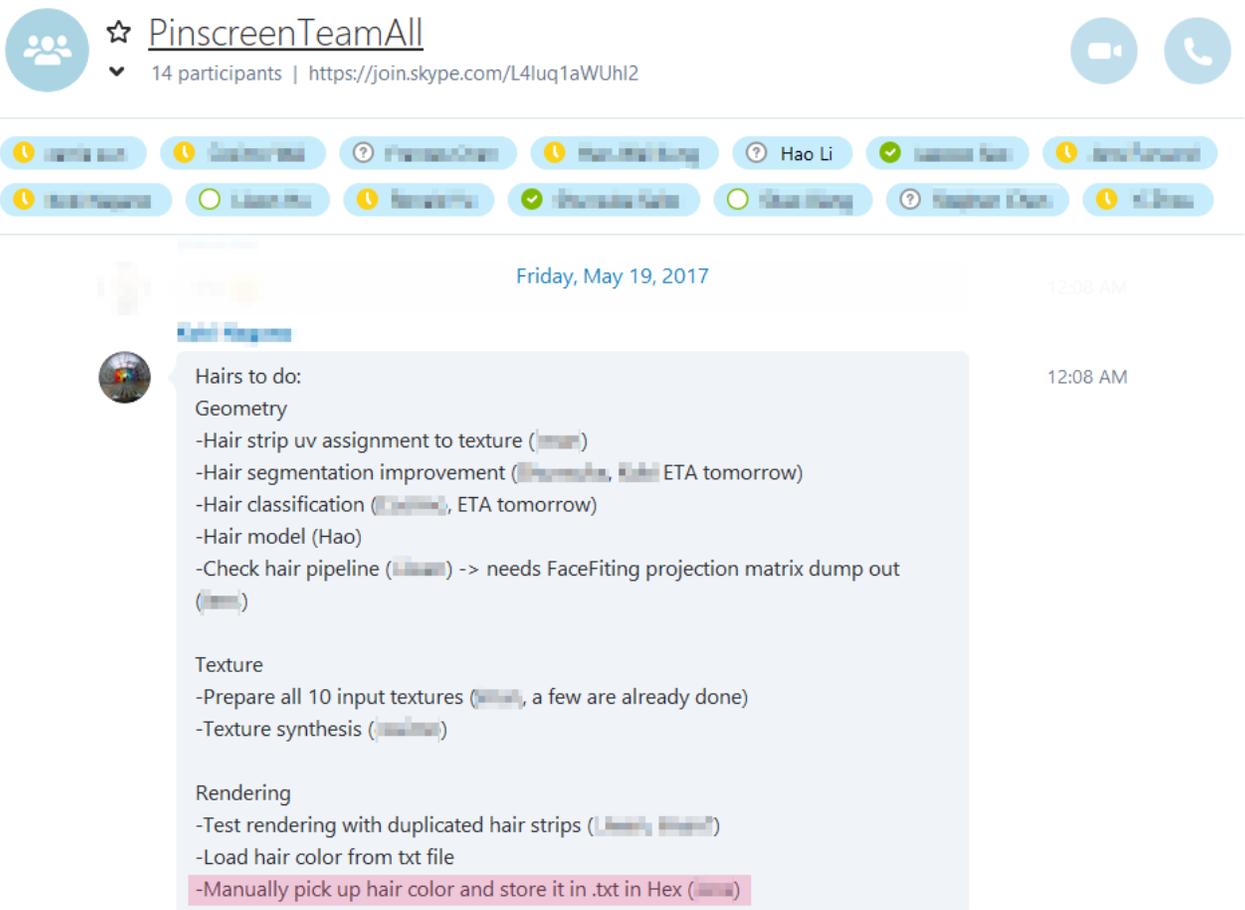
- The effectiveness of our methodology is grounded on a careful integration of state-of-the-art modeling and synthesis techniques, for faces and hair. **Several key components, such as segmentation, semantic hair attributes extraction, and eye color recognition are only possible due to recent advances 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.”

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.

21. A group message from a Pinscreen employee, on “PinscreenTeamAll” thread, on Skype, shared with Sadeghi and 14 other participants, on May 19, 2017, leading up to SIGGRAPH Asia Technical Papers submission due on May 23, 2017, outlining some of the remaining tasks and

1 the names of the employees assigned to each task:

- 2 • [May 19, 2017] [a Pinscreen employee]: “Hairs to do:”
- 3 • [May 19, 2017] [the Pinscreen employee]: [...]
- 4 • [May 19, 2017] [the Pinscreen employee]: “Rendering”
- 5 • [May 19, 2017] [the Pinscreen employee]: [...]
- 6 • [May 19, 2017] [the Pinscreen employee]: “**Load hair color from txt file**”
- 7 • [May 19, 2017] [the Pinscreen employee]: “**Manually pickup hair color and store it**
- 8 **in .txt in Hex ([a Pinscreen officer])**”

9 A screenshot of a Skype chat window titled "PinscreenTeamAll" with 14 participants. The chat history shows a message from "Khalil Hagege" dated Friday, May 19, 2017, at 12:08 AM. The message content is as follows:
12:08 AM
Khalil Hagege
Hairs to do:
Geometry
-Hair strip uv assignment to texture ([redacted])
-Hair segmentation improvement ([redacted], Khalil ETA tomorrow)
-Hair classification ([redacted], ETA tomorrow)
-Hair model (Hao)
-Check hair pipeline ([redacted]) -> needs FaceFiting projection matrix dump out ([redacted])
Texture
-Prepare all 10 input textures ([redacted], a few are already done)
-Texture synthesis ([redacted])
Rendering
-Test rendering with duplicated hair strips ([redacted], [redacted])
-Load hair color from txt file
-Manually pick up hair color and store it in .txt in Hex ([redacted])

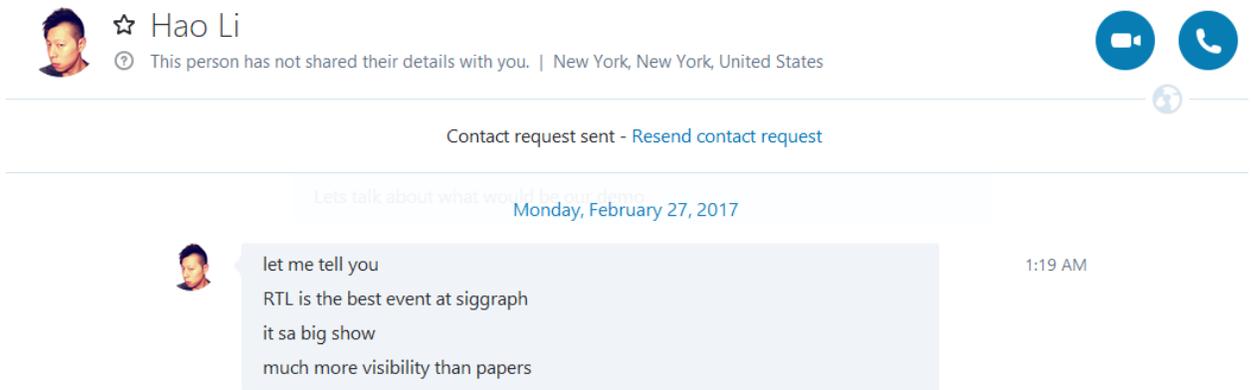
24 22. Pinscreen’s claims in its SIGGRAPH Asia 2017 Technical Papers publication:

- 25 • “**The eye color texture (black, brown, green, blue) is computed using a similar**
- 26 **convolutional neural network for semantic attributes inference as the one used for**
- 27 **hair color classification.**”

The eye color texture (black, brown, green, blue) is computed using a similar convolutional neural network for semantic attribute inference as the one used for hair color classification. The input

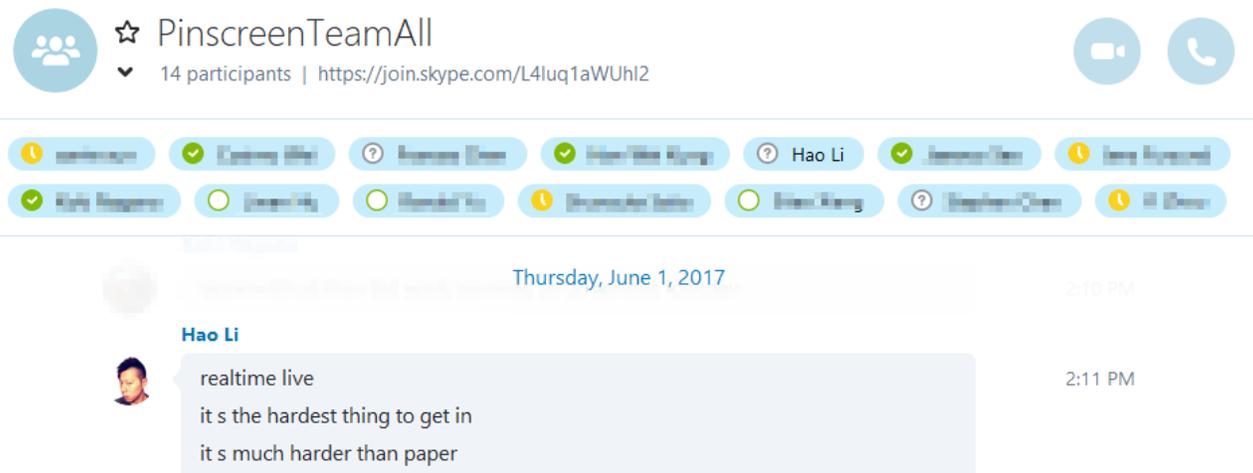
23. Li's private messages to Sadeghi, on Skype, on February 27, 2017:

- [February 27, 2017] Li: "Let me tell you"
- [February 27, 2017] Li: "**RTL is the best event at SIGGRAPH**"
- [February 27, 2017] Li: "**It's [a] big show**"
- [February 27, 2017] Li: "**Much more visibility than papers**"



Li's group messages, on "PinscreenTeamAll" thread, on Skype, shared with Sadeghi and 14 other participants, on June 1, 2017:

- [June 1, 2017] Li: "**Real-Time Live**"
- [June 1, 2017] Li: "**It's the hardest thing to get in**"
- [June 1, 2017] Li: "**It's much harder than paper[s]**"



1
2 Li's group messages, on "PinscreenTeamAll" thread, on Skype, shared with Sadeghi and 14
3 other participants, on June 1, 2017:

- 4 • [June 1, 2017] Li: "If someone asks you at SIGGRAPH if you have a SIGGRAPH paper,
5 you say **we don't always publish papers but when we do, we go straight to Real-**
6 **Time Live!**"
- 7 • [June 1, 2017] Li: "**It's the only show that matters at SIGGRAPH**"
- 8 • [June 1, 2017] Li: "We did the minimum work to get it in"
- 9 • [June 1, 2017] Li: "We were one spot away"
- 10 • [June 1, 2017] Li: "Baker baker!"
- 11 • [June 1, 2017] Li: "Baker baker!"
- 12 • [June 1, 2017] Li: "Mamamammama ma er duo"
- 13 • [June 1, 2017] Li: "Ma er duo!"
- 14 • [June 1, 2017] Li: "Avatar"
- 15 • [June 1, 2017] Li: "Let me tell you"

16  ☆ PinscreenTeamAll  
17 ▼ 14 participants | <https://join.skype.com/L4luq1aWUhl2>

18 

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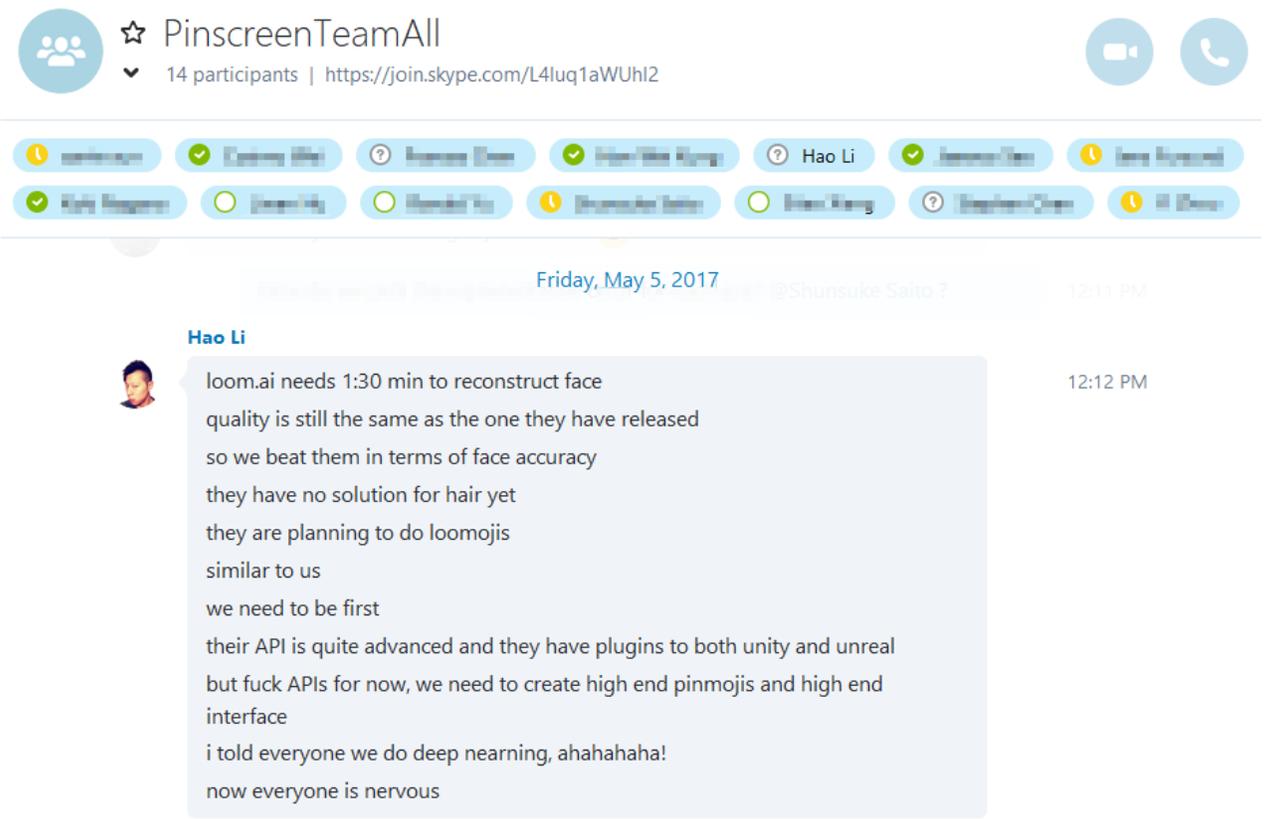
20  **Hao Li** Thursday, June 1, 2017 2:16 PM

21  if someone asks you at siggraph if you have a siggraph paper, you say we
22 don't always publish papers but when we do, we go straight to real-time live!
23 it s the only show that matters at siggraph
24 we did the minimum work to get it in
25 we were one spot away
26 baker baker!
27 baker baker!
28 mamamammama ma er duo
ma er duo!
avatar
let me tell you

1 24. Li's group messages, on "PinscreenTeamAll" thread, on Skype, shared with Sadeghi and 14
2 other participants, on May 5, 2017, regarding the speed and capabilities of the competitor
3 company Loom.ai, while Li was at the FMX 2017 conference (May 2, 2017 to May 5, 2017)
4 for a presentation:

- 5 • [May 5, 2017] Li: "**Loom.ai needs 1:30 min to reconstruct face**"
- 6 • [May 5, 2017] Li: "Quality is still the same as the one they have released"
- 7 • [May 5, 2017] Li: "So we beat them in terms of face accuracy"
- 8 • [May 5, 2017] Li: "**They have no solution for hair yet**"
- 9 • [May 5, 2017] Li: "They are planning to do Loomojis"
- 10 • [May 5, 2017] Li: "Similar to us"
- 11 • [May 5, 2017] Li: "**We need to be first**"
- 12 • [May 5, 2017] Li: "Their API is quite advanced and they have plugins to both Unity
13 and Unreal"
- 14 • [May 5, 2017] Li: "But fuck APIs for now, we need to create high end Pinmojis and
15 high-end interface"
- 16 • [May 5, 2017] Li: "**I told everyone we do Deep [Learning], ahahahaha!**"
- 17 • [May 5, 2017] Li: "**Now everyone is nervous**"

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25. Sadeghi’s group message, on Skype, leading up to SIGGRAPH 2017 RTL rehearsal:

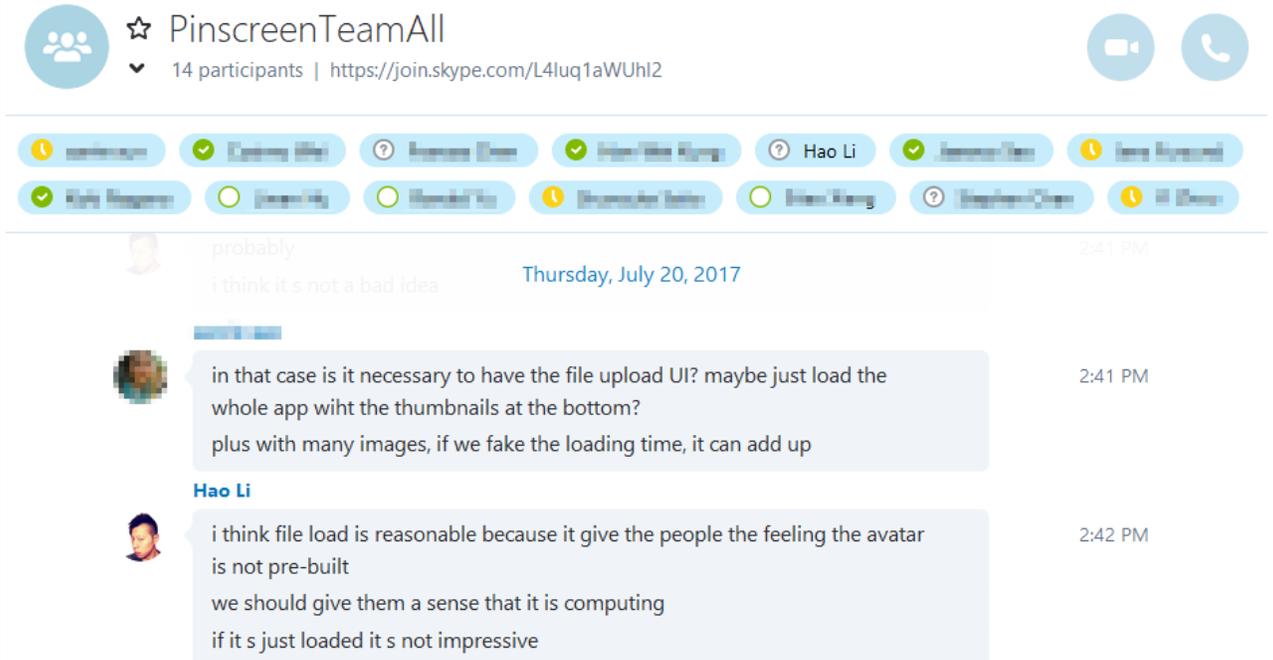
- Sadeghi: “For the rehearsal, if we don’t generate a brand new avatar, then we have full control and everything can be cached.”

For the rehearsal, if we don’t generate a brand new avatar, then we have full control and everything can be cached.

26. Li’s group conversation with a Pinscreen employee, on “PinscreenTeamAll” thread, on Skype, shared with Sadeghi and 14 other participants, on July 20, 2017, leading up to SIGGRAPH RTL demo on August 1, 2017:

- [July 20, 2017] [a Pinscreen employee]: “In that case is it necessary to have the file upload UI [User Interface]? Maybe just load the whole app [with] the thumbnails at the bottom?”
- [July 20, 2017] [the Pinscreen employee]: “Plus with many images, **if we fake the loading time, it can add up**”

- [July 20, 2017] Li: “I think file load is reasonable because it give[s] the people the feeling the avatar is not pre-built”
- [July 20, 2017] Li: “We should give them a sense that it is computing”
- [July 20, 2017] Li: “If it’s just loaded it’s not impressive”



27. Sadeghi’s group messages, on “PinscreenTeamAll” thread, on Skype, shared with 14 other participants, on July 22, 2017, leading up to SIGGRAPH RTL demo on August 1, 2017, when Sadeghi demonstrated a result of Pinscreen’s avatar generation and reported its speed:

- [July 22, 2017] Sadeghi: [Input image]
- [July 22, 2017] Sadeghi: [Output avatar]
- [July 22, 2017] Sadeghi: “The creation took ~90 seconds.”

5 Saturday, July 22, 2017



7 3:13 PM

8



10 3:15 PM

11
12
13
14 The creation took ~90 seconds.

15 3:16 PM

16 28. Sadeghi's private messages to Li, on Skype, on July 22, 2017, which did not receive a written
17 response from Li:

- 18
- 19 • [July 22, 2017] Sadeghi: "Heya! 😊"
 - 20 • [July 22, 2017] Sadeghi: "So for the **live webcam avatar generation at RTL**, are you
21 thinking we will compute everything from scratch (~90 seconds now with **some risk for
22 a hairstyle miss**) or we cache some stuff?"
- 23
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☆ Hao Li

🔗 This person has not shared their details with you. | New York, New York, United...



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

Saturday, July 22, 2017

Heya! 😊

4:28 PM

So for the live webcam avatar generation at RTL, are you thinking we will compute everything from scratch (~90 seconds now with some risk for a hairstyle miss) or we cache some stuff?

Monday, July 24, 2017

29. Li's group messages, on "PinscreenTeamAll" thread, on Skype, shared with Sadeghi and 14 other participants, on July 28, 2017, leading up to SIGGRAPH RTL demo on August 1, 2017:

- [July 28, 2017] Li: "Oh no"
- [July 28, 2017] Li: **"We are all screwed"**
- [July 28, 2017] [...]
- [July 28, 2017] Li: **"Everyone will laugh at us"**
- [July 28, 2017] Li: "☹️"



☆ PinscreenTeamAll

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



Friday, July 28, 2017

12:59 AM



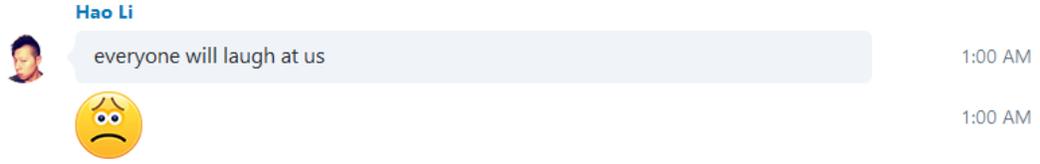
Hao Li

oh no
we are all screwed

1:00 AM

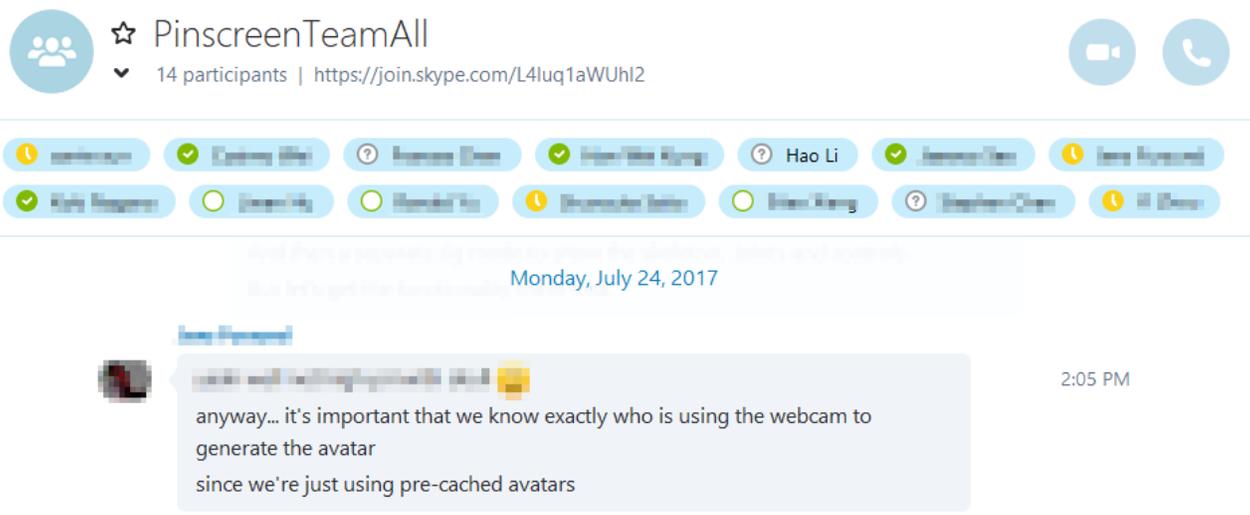
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30. A Pinscreen officer’s group messages, on “PinscreenTeamAll” thread, on Skype, shared with Sadeghi and 14 other participants, on July 24, 2017, leading up to SIGGRAPH RTL demo on August 1, 2017:

- [July 24, 2017] [a Pinscreen officer]: “Anyway ... **It’s important that we know exactly who is using the webcam to generate the avatar**”
- [July 24, 2017] [the Pinscreen officer]: “**Since we’re just using pre-cached avatars**”



31. In this subsection, we use fictional names, *Alice*, *Bob*, and *Charlie* to refer to three different Pinscreen employees.

Li’s group messages, on “PinscreenTeamAll” thread, on Skype, shared with Sadeghi and 14 other participants, on July 17, 2017, leading up to SIGGRAPH 2017 RTL on August 1, 2017, outlining some of the remaining tasks and the names of employees assigned to each task:

- [July 17, 2017] Li: [...]
- [July 17, 2017] Li: “**Hair models/avatars: Alice**”

1  PinscreenTeamAll
 2 14 participants | <https://join.skype.com/L4luq1aWUhl2>

3         
 4        

5 * people will be able to try this
 * swap faces
 Monday, July 17, 2017

```

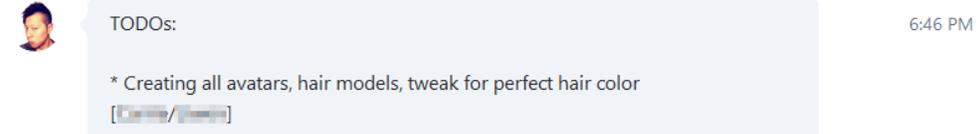
  6 =====
  7 * performance: fixing webcam
  8 * webcam thing: fixing webcam
  9 * fixing webcam with unity app: fixing
  10 * simplify the progress bar color/add sleep(); -> fixing
  11 * switching: fixing
  12 * visualization mesh / skeleton: fixing
  13 * hair models/avatars: fixing
  
```

11 Li’s group messages, on Skype, shared with Sadeghi and 7 other participants, on July 20, 2017,
 12 leading up to SIGGRAPH RTL demo on August 1, 2017, outlining a remaining task and the
 13 names of employees assigned to the task:

- 14 • [July 20, 2017] Li: “TODOs:”
- 15 • [July 20, 2017] Li: “* **Creating all avatars, hair models, tweak for perfect hair**
 16 **color [Alice / Bob]”**

17    
 18 7 participants | <https://join.skype.com/GecpzTCKqEW>

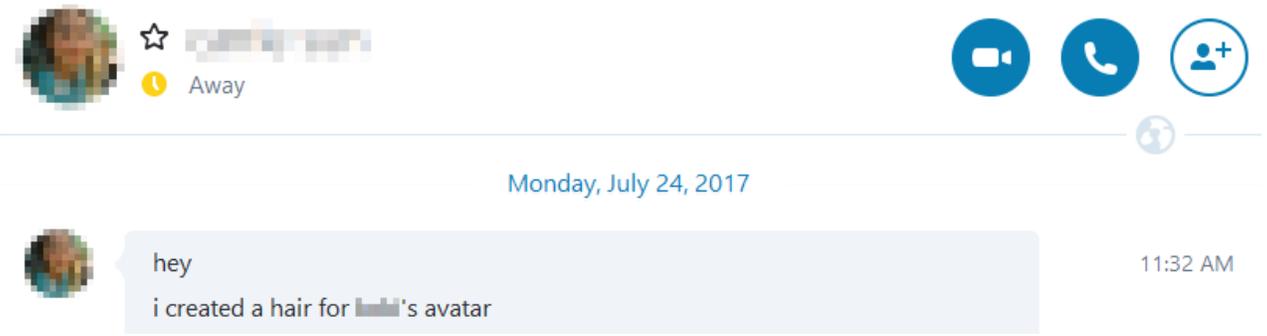
19       

20  Thursday, July 20, 2017 6:45 PM
 21  Hao Li
 22  6:46 PM
 23 **TODOs:**
 24 * **Creating all avatars, hair models, tweak for perfect hair color**
 [Alice / Bob]

25 Alice’s messages, on Skype, on July 24, 2017, leading up to SIGGRAPH RTL demo on August
 26 1, 2017:

- 27 • [July 24, 2017] Alice: “Hey”
- 28 • [July 24, 2017] Alice: “**I created a hair for Charlie’s avatar”**

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Alice and Charlie’s group conversation, on “PinscreenTeamAll” thread, on Skype, shared with Sadeghi and 14 other participants, on July 26, 2017:

- [July 26, 2017] Alice: “Oh [by the way] **I also fixed my hair** - I'll upload the updated mesh”
- [July 26, 2017] Alice: “**It looks like there are some intersections for your hair too, should I fix?**”
- [July 26, 2017] Charlie: “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] Charlie: “**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 😊)**”

1  ☆ PinscreenTeamAll  
 2 ▼ 14 participants | <https://join.skype.com/L4luq1aWUH2>

3        
 4        

5 Wednesday, July 26, 2017

6 2:59 PM

7  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

8  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

9  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

12 Alice's group messages, on "PinscreenTeamAll" thread, on Skype, shared with Sadeghi and 14
 13 other participant, on July 28, 2017:

- 14 • [July 28, 2017] Alice: "Charlie's new hair (with fewer intersections in the front) is in the
 15 the Dropbox folder here:"
- 16 • [July 28, 2017] Alice:
 17 "https://www.dropbox.com/home/Pinscreen%20Team%20Folder/SIG17RTL/Ava
 18 tarCandidates/AvatarData/[Charlie]_new"
 19

20  ☆ PinscreenTeamAll  
 21 ▼ 14 participants | <https://join.skype.com/L4luq1aWUH2>

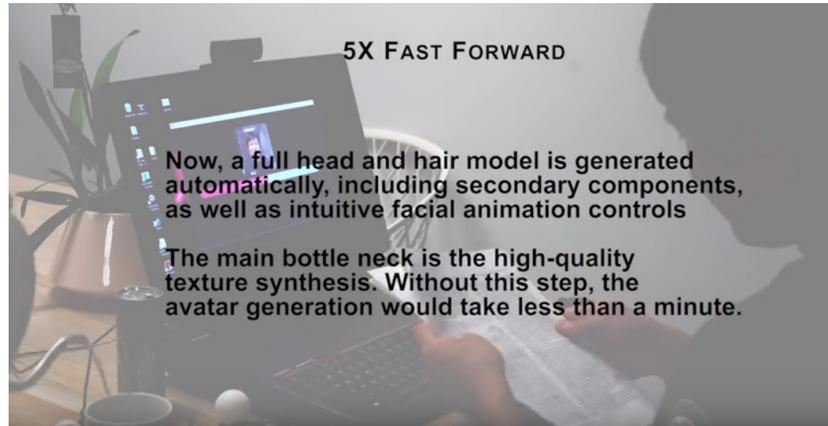
22        
 23        

24 Friday, July 28, 2017

25  [Name]'s new hair (with fewer intersections in the front) is in the dropbox
 26 folder here: 1:23 PM
 27 [https://www.dropbox.com/home/Pinscreen%20Team%20Folder/SIG17RTL/AvatarCandidates/AvatarData/\[Name\]_new](https://www.dropbox.com/home/Pinscreen%20Team%20Folder/SIG17RTL/AvatarCandidates/AvatarData/[Name]_new)

1 32. In its SIGGRAPH Asia 2017 paper video, published on November 14, 2017, Pinscreen claimed
2 the speed of its avatar generation to be:

- 3 • **Around 4 minutes** (around 50 seconds in 5X fast forward) in its “high-quality”
4 configuration.
- 5 • **“Less than a minute”** without the “high-quality” features.



13 33. Li’s group messages to Sadeghi and other employees, on a Skype, on February 4, 2017:

- 14 • [February 4, 2017] Li: “Hello”
- 15 • [February 4, 2017] Li: “One of our tasks is to map segmented hair images to 3D
16 hairstyles”
- 17 • [February 4, 2017] Li: **“Here is a paper that is kinda related”**
- 18 • [February 4, 2017] Li: **“But not exactly what we want”**
- 19 • [February 4, 2017] Li: **“Don’t share it”**
- 20 • [February 4, 2017] [...]
- 21 • [February 4, 2017] Li: [c118-f118_2-a523-paper-v1.pdf]



Hao Li

Saturday, February 4, 2017



hello
one of our tasks is to map segmented hair images to 3D hairstyles
here is a paper that is kinda related
but not exactly what we want
don't share it

3:11 PM



Hao Li

Saturday, February 4, 2017



c118-f118_2-a523-paper-v1.pdf

3:14 PM

Li's private messages with Sadeghi, on Skype, on March 3, 2017:

- [March 3, 2017] Li: **“Don't share this paper”**
- [March 3, 2017] Li: **“It's under review”**



Hao Li

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

Contact request sent - Resend contact request

somehow the face is not similar enough
something is off

Friday, March 3, 2017

don't share this paper
it s under review

- [March 3, 2017] Li: **“Not from us”**
- [March 3, 2017] Li: **“Incremental work”**
- [March 3, 2017] Li: **“But the results are not bad”**

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- [March 3, 2017] Li: [c118-f118_2-a53-paper-v3.pdf]
- [March 3, 2017] Li: **“Doing very similar stuff as we do”**
- [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 details with you. | New York, New York, United States
📞
📠

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

Friday, March 3, 2017

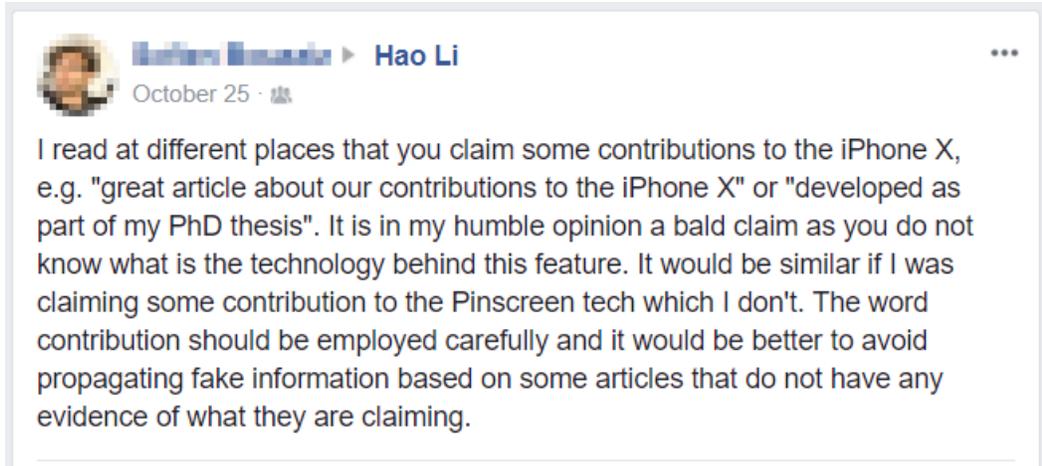

not from us 7:30 PM
incremental work
but the results are not bad


c118-f118_2-a53-paper-v3.pdf 7:31 PM

doing very similar stuff as we do 7:31 PM
but always good to see if there are some details that can be used

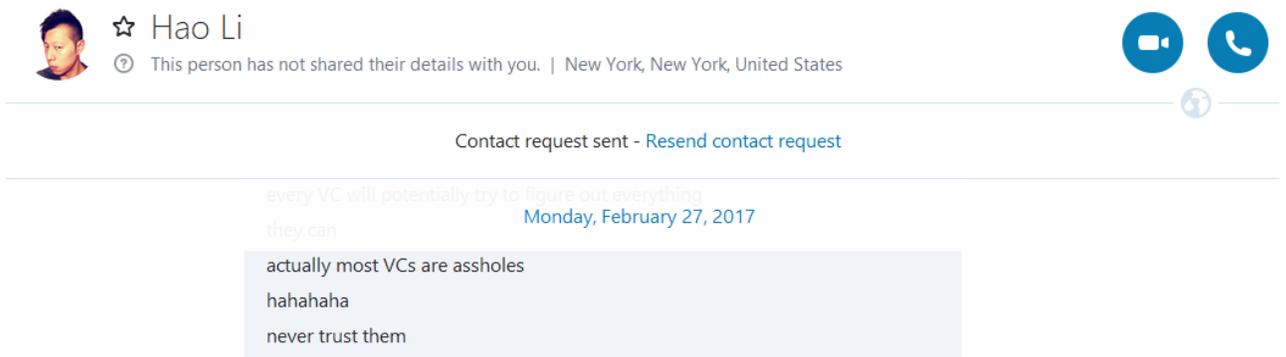
One of the under-review publications, from a competitor research group, which Li shared within Pinscreen:

- **Title: “Hairstyle Recognition Based on CNNs”**
- **File name: “c118-f118_2-a523-paper-v1.pdf”**
- **First page:**



35. Li's private messages to Sadeghi, on Skype, on February 27, regarding Venture Capitalists ("VCs"):

- [February 27, 2017] Li: **"Actually most VCs are assholes"**
- [February 27, 2017] Li: **"Hahahaha"**
- [February 27, 2017] Li: **"Never trust them"**



Li's private messages to Sadeghi, on Skype, on March 6, regarding Venture Capitalists ("VCs"):

- [March 6, 2017] Li: **"Also good VCs smell when [you] bullshit 😊"**
- [March 6, 2017] Li: **"Unless [you] bullshit like a pro"**
- [March 6, 2017] Li: **"Ahahahah!"**

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

Contact request sent - Resend contact request

1) it's better because we are secretive and don't reveal things
 2) we are not making any mistakes by overpromising things etc.

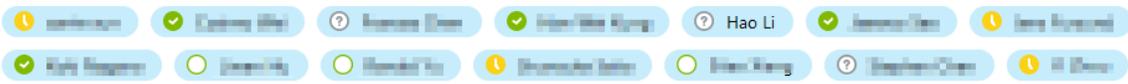
Monday, March 6, 2017

also good VCs smell when u bullshit 😊
 unless u bullshit like a pro
 ahahahah!

Li's group messages, on "PinscreenTeamAll" thread, on Skype, shared with Sadeghi and 14 other participants, on June 15, about Venture Capitalists ("VCs"):

- [June 15, 2017] Li: "Awesome"
- [June 15, 2017] Li: **"In any case very important thing for startups, never trust VCs regardless [of] how nice they are"**

 ☆ PinscreenTeamAll
 14 participants | <https://join.skype.com/JrDKhlj3mvTJ>



Thursday, June 15, 2017

 Hao Li

Awsome

In any case very important thing for startups, never trust VCs regardless how nice they are

3:29 PM

36. Li's messages, on Skype, regarding Pinscreen and Softbank's investment correspondances:

Li's private message to Sadeghi, on Skype, on February 27, 2017:

- [February 27, 2017] Li: "We will have **very important visits on 3/6 [March 6, 2017] from Softbank**, they will be checking our technology"



☆ Hao Li

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



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

Monday, February 27, 2017

12:40 AM



we will have very important visits on 3/6 from softbank, they will be checking our technology

12:41 AM

Li's group messages, on Skype, shared with Sadeghi and 8 other participants, on March 6, 2017:

- [March 6, 2017] Li: "We need to get these three guys working"
- [March 6, 2017] Li: "@[a Pinscreen employee]: Please pick the best possible hair"
- [March 6, 2017] Li: "If we get that we are golden"



☆ [\[Redacted Name\]](#), [\[Redacted Name\]](#), [\[Redacted Name\]](#), ...

8 participants | <https://join.skype.com/LbAbMeFb4Y2Y>



Monday, March 06, 2017

we need to get these three guys working
@[Redacted Name]: please pick the best possible hair
if we get that we are golden

11:43 PM

- [March 6, 2017] Li: "Hao der"
- [March 6, 2017] Li: "It is related to our investment"
- [March 6, 2017] Li: "Let me tell you"



Monday, March 06, 2017 11:52 PM

Hao Li



hao der
it is related to our investment
let me tell you

11:55 PM

Li's group messages, on Skype, shared with Sadeghi and 8 other participants, on March 7, 2017:

- [March 7, 2017] Li: **“Let’s generate the 3 models at really high quality”**
- [March 7, 2017] Li: **“@[the Pinscreen employee]: can you pick the best hair for the 3 photographs that I sent?”**



The caption of this image Tuesday, March 07, 2017

Hao Li



let’s generate the 3 models at really high quality

7:09 AM

@Lianan: can u pick the best hair for the 3 photographs that i sent?

7:42 AM

- [March 7, 2017] Li: **“I [don’t] have the names”**
- [March 7, 2017] Li: **“But it’s the Founder of Naver”**
- [March 7, 2017] Li: **“The CEO of Snow”**
- [March 7, 2017] Li: **“And GD from Bang”**

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5  Tuesday, March 07, 2017

6  **Hao Li**
 7 i dun have the names
 8 but its the founder of naver
 9 the ceo of snow
 10 and GD from bang  9:01 AM

- 11 • [March 7, 2017] Li: **“The hair has to be match perfectly to those they gave us”**

12  13

14  15

16  Tuesday, March 07, 2017

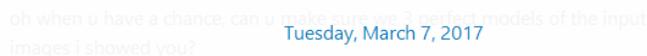
17  **Hao Li**
 18 the hair has to be match perfectly to those they gave us 9:02 AM

19 Li’s private messages to Sadeghi, on Skype, shared with Sadeghi and 8 other participants, on
 20 March 7, 2017:

- 21 • [March 7, 2017] Li: **“We [want to] close the deal with them this week”**
- 22 • [March 7, 2017] Li: **“They want to invest 4M in us 😊”**

23  **Hao Li**
 24  This person has not shared their details with you. | New York, New York, United States

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

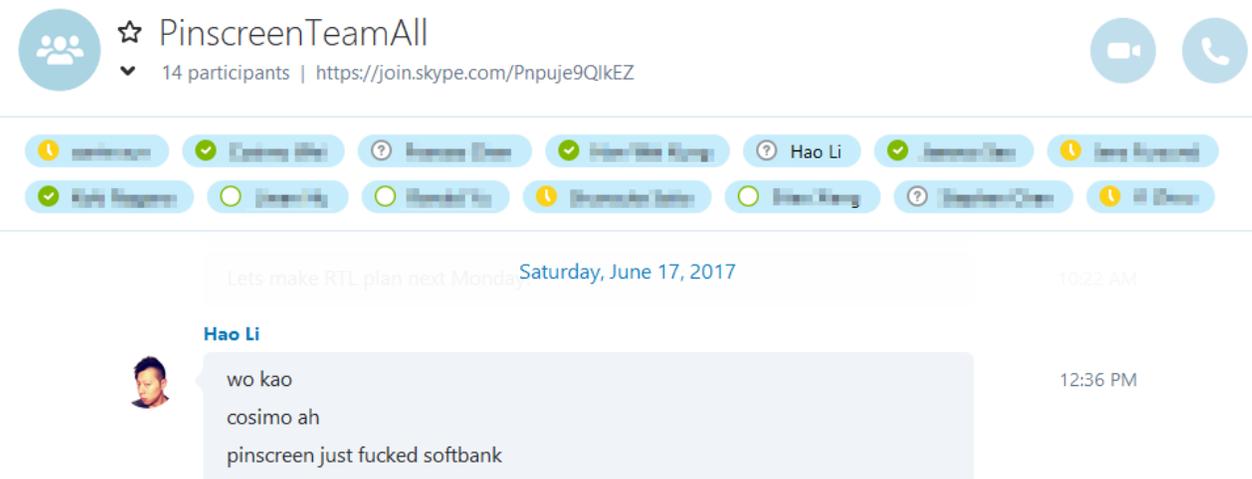
26  Tuesday, March 7, 2017

27 we wanna close the deal with them this week
 28 they want to invest 4M in us 😊

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37. Li disrespected Softbank on a group message, on “PinscreenTeamAll” thread, on Skype, shared with Sadeghi and 14 other participants, on June 17, 2017, the day the investment agreement between Pinscreen and Softbank was finalized, when he stated:

- [June 17, 2017] Li: **“Pinscreen just fucked Softbank”**

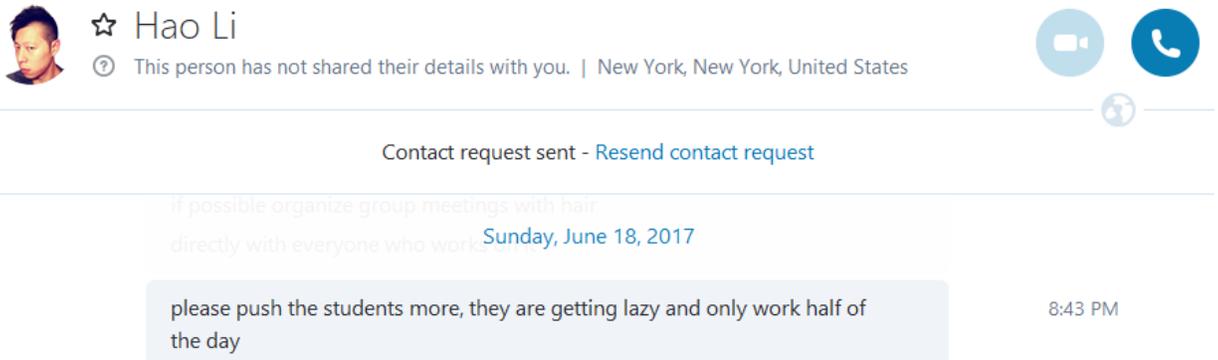


1 **EXHIBIT F**

2 **Li's and Pinscreen's Labor Law Violations**

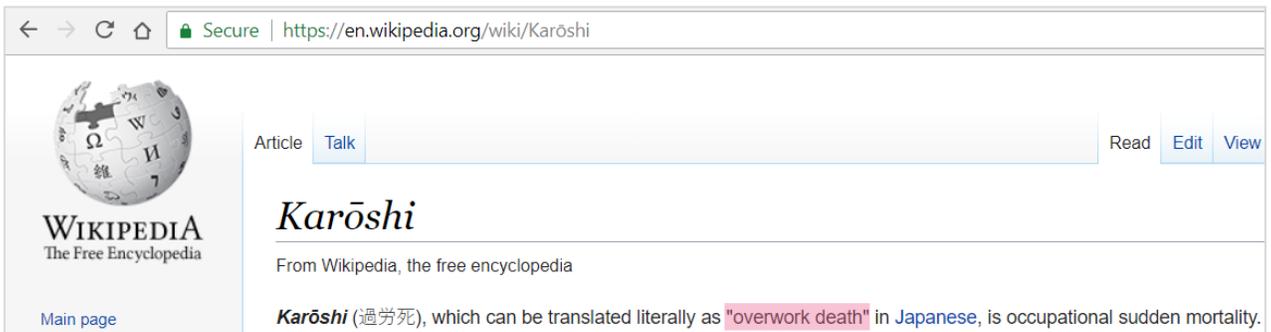
3 1. Li's private message to Sadeghi, on Skype, on Father's Day, on Sunday, June 18, 2017:

- 4 • [Father's Day, Sunday, June 18, 2017] Li: **“Please push the students more, they are**
5 **getting lazy and only work half of the day”**



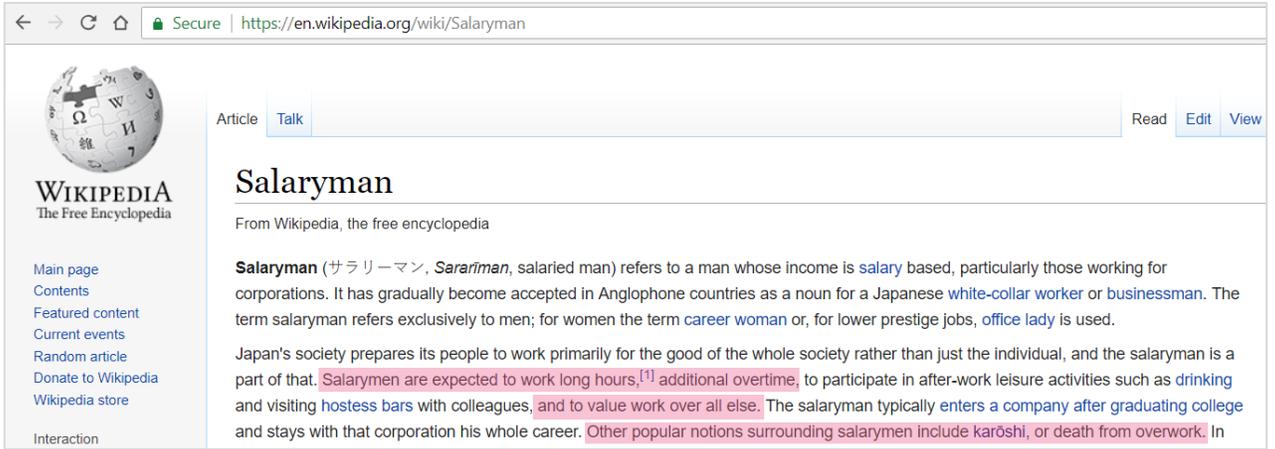
8 2. Wikipedia article on “Karōshi”:

- 9 • **“Karōshi, which can be translated literally as ‘overwork death’ in Japanese, is**
10 **occupational sudden mortality.”**

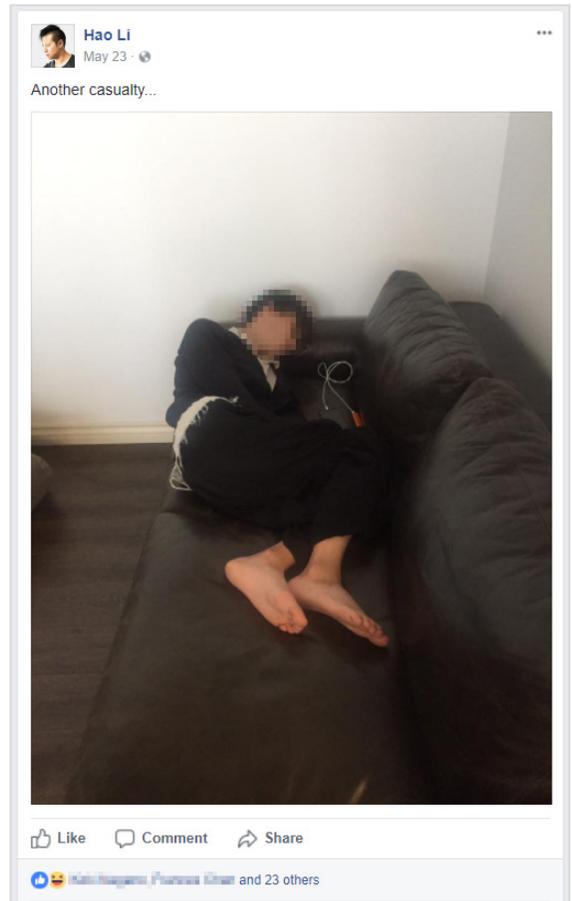


13 3. Wikipedia article on “Salaryman”:

- 14 • **“Salaryman (Sararīman, salaried man) [...] [is] expected to work long**
15 **hours, additional overtime [...], and to value work over all else.”**
16 • **“Other popular notions surrounding salarymen include karōshi, or death from**
17 **overwork.”**

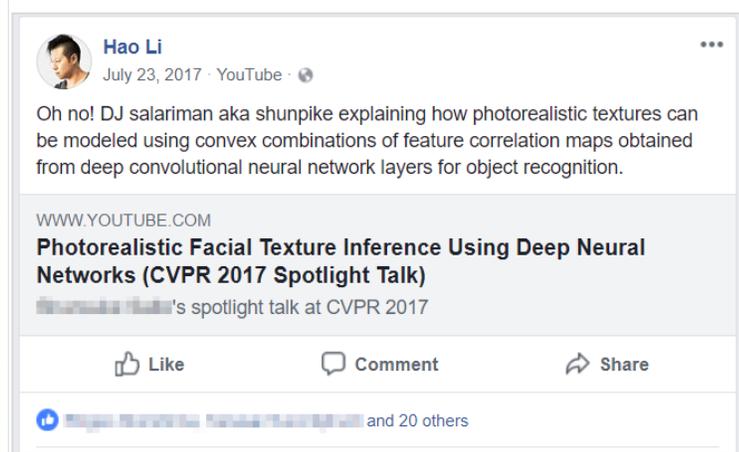
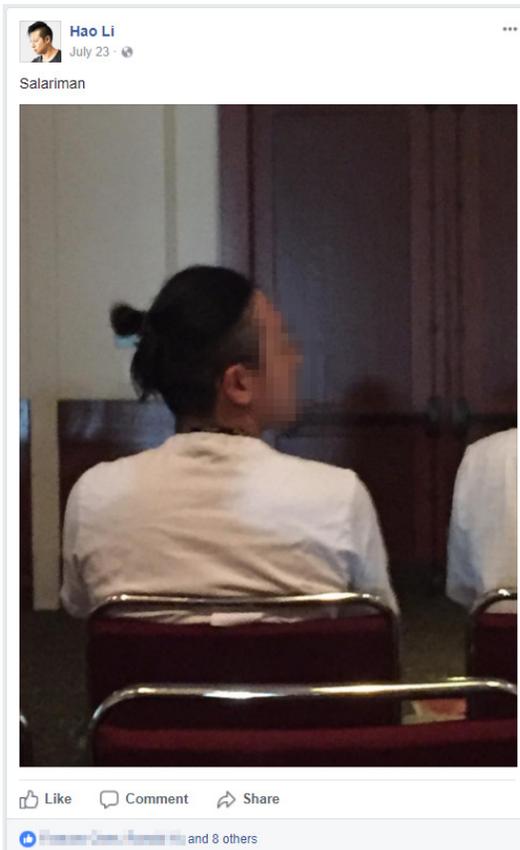


4. Li's public posts, on Facebook, on May 23, 2017, referring to overworked Pinscreen employees, who were passed out on couches at Pinscreen's office, as "casualties":



5. Li's public posts, on Facebook, on July 23, 2017, referring to a Pinscreen student employee as "Salariman [sic]" multiple times:

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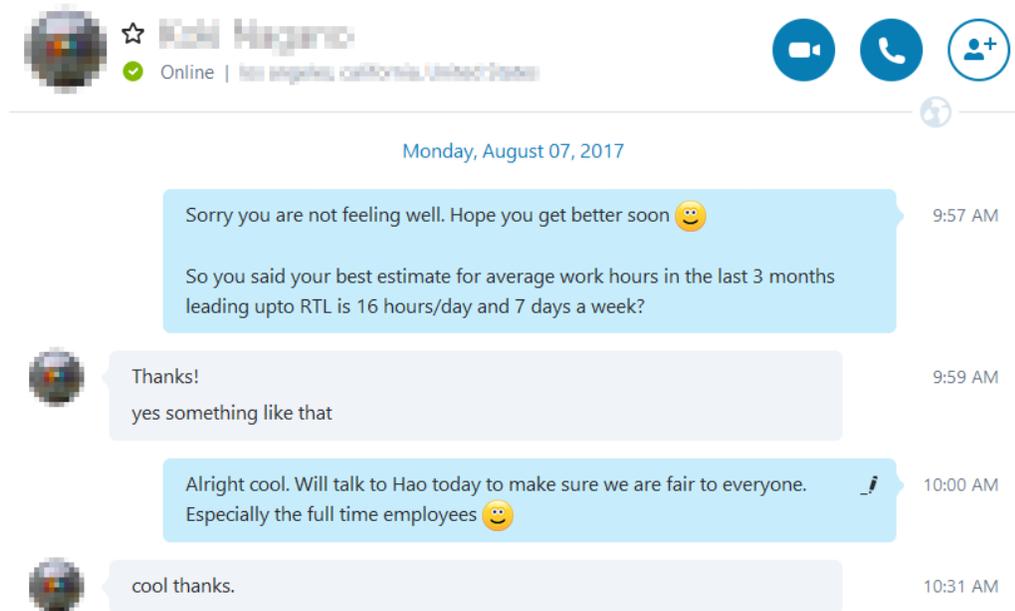
6. Li's post, on Facebook, on October 5, 2017, where Li paid tribute to Karoshi (i.e. death from overwork) and stated:
- [October 5, 2017] Li: **"Karoshi! Let me tell you! Sleep is for the weak!"**
 - [October 5, 2017] Li: [Li's public Facebook post from January 22, 2009, stating **"90 hours/week and loving it"**]

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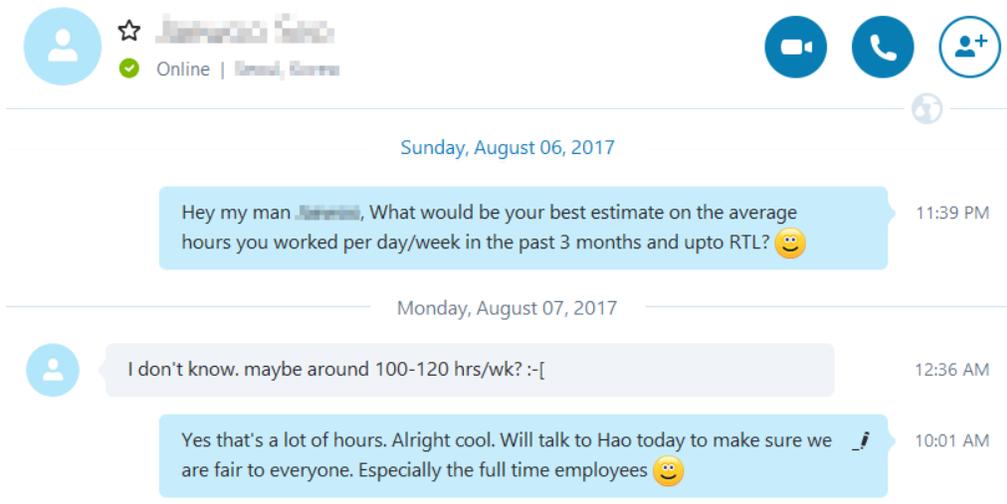
7. Sadeghi’s private messages with a Pinscreen employee, on Skype, on August 7, 2017, regarding the employee’s overtime hours:
- [August 7, 2017] Sadeghi: “Sorry you are not feeling well. Hope you get better soon 😊”
 - [August 7, 2017] Sadeghi: “**So you said your best estimate for average work hours in the last 3 months leading upto RTL is 16 hours/day and 7 days a week?**”

- [August 7, 2017] [a Pinscreen employee]: “Thanks!”
- [August 7, 2017] [the Pinscreen employee]: “**Yes something like that**”
- [August 7, 2017] Sadeghi: “Alright cool. Will talk to Hao [Li] today to make sure we are fair to everyone. Especially the full-time employees 😊”
- [August 7, 2017] [the Pinscreen employee]: “Cool thanks.”



8. Sadeghi’s private messages with another Pinscreen employee, on Skype, on August 6, 2017 and August 7, 2017, regarding the employee’s overtime hours:

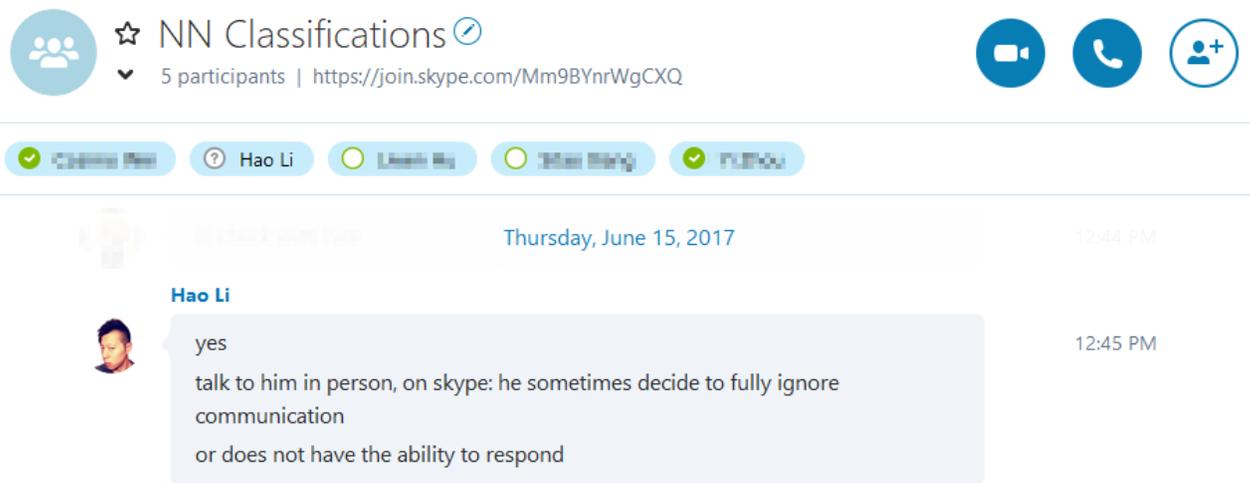
- [August 6, 2017] Sadeghi: “Hey my man [another Pinscreen employee], **what would be your best estimate on the average hours you worked per day/week in the past 3 months and upto RTL? 😊**”
- [August 7, 2017] [the Pinscreen employee]: “I don’t know. **Maybe around 100-120 hours/week? :-[**”
- [August 7, 2017] Sadeghi: “Yes that’s a lot of hours. Alright cool. Will talk to Hao [Li] today to make sure we are fair to everyone. Especially the full-time employees 😊”



9. Li’s messages, on Skype, in June of 2017, regarding a Pinscreen employee whom Li suspected to have Autism Spectrum Disorder. The employee was the victim of Li’s bullying and discrimination through verbal abuse, and harassment on multiple occasions:

Li’s group messages, on “NN Classifications” thread, on Skype, shared with Sadeghi and 5 other participants, on June 15, 2017, about the employee:

- [June 15, 2017]: Li: “Yes”
- [June 15, 2017]: Li: “Talk to him [the employee] in person, on Skype: he [the employee] sometime decide[s] to fully ignore communication”
- [June 15, 2017]: Li: **“Or does not have the ability to respond”**



Li’s group messages, on “PinscreenTeamAll” thread, on Skype, shared with Sadeghi and 14

1 other participants, on June 23, 2017:

- 2 • [June 23, 2017]: Li: “[the employee] can [you] provide some updates and also reduce
3 the amount of time drawing? **We are not fucking paying [you] for that!**”
- 4 • [June 23, 2017]: Li: “**Also make sure to throw the trash away like an adult**”

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

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10 Friday, June 23, 2017 2:04 AM

11  Hao Li

12 can u provide some updates and also reduce the amount of time
drawing? We are not fucking paying u for that! 7:08 PM

13 Also make sure to throw the trash away like an adult 7:09 PM

14 Li’s group conversation with the employee, on “PinscreenTeamAll” thread, on Skype, shared
15 with Sadeghi and 14 other participants, on June 23, 2017:

- 16 • [June 23, 2017] [the employee]: “94.9% on hair length”
- 17 • [June 23, 2017] [the employee]: “Also sometimes a certain augmentation make[s]
18 some attributes better but others worse”
- 19 • [June 23, 2017] Li: “What are [you] doing different than [another Pinscreen
20 employee]’s framework?”
- 21 • [June 23, 2017] Li: “Also do h [sic] only have one attribute?”
- 22 • [June 23, 2017]: Li: “[Can] [you] be more specific? **I feel like I’m talking to a wall**”
23

1  PinscreenTeamAll
 2 14 participants | <https://join.skype.com/L4luq1aWUhl2>

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5 We have to work on this
 6 Friday, June 23, 2017
 7 Can't delegate the work to you

8  **Wen Jiang**
 9 94.9%on hair length 7:33 PM
 10 also sometimes a certain augmentation make some attributes better but
 11 others worse

12 **Hao Li**
 13 What are u doing different than s framework? 7:34 PM
 14 Also do h only have one attribute?
 15 An u be a little more specific? I feel like i m talking to a wall

16 Li's group conversation with the employee, on "PinscreenTeamAll" thread, on Skype, on June
 17 23, 2017:

- 18 • [June 23, 2017] [the employee]: "The main difference is in data augmentation / training / testing etc."
- 19 • [June 23, 2017] [the employee]: "The structure is the same"
- 20 • [June 23, 2017] Li: "Are u fucking shitting me???"
- 21 • [June 23, 2017] Li: "Can you do proper assessment, with every attribute"

22  PinscreenTeamAll
 23 14 participants | <https://join.skype.com/L4luq1aWUhl2>

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26 We're
 27 Friday, June 23, 2017 7:37 PM

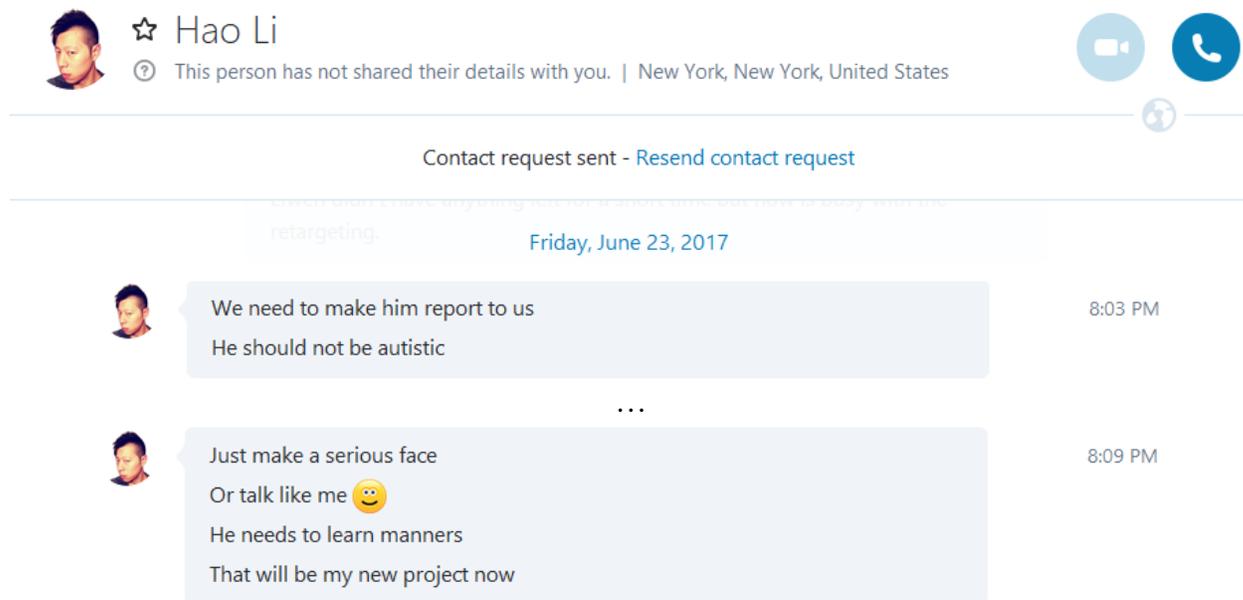
28  **Wen Jiang**
 29 the main difference is in data augmentation / training / testing etc 7:37 PM
 30 the structure is the same

31 **Hao Li**
 32 Are u fucking shitting me??? 7:37 PM
 33 Can you do proper assessment, with every attribute

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Li’s private messages with Sadeghi, on Skype, on June 23, 2017, about the employee:

- [June 23, 2017]: Li: “We need to make him [the employee] report to us [Li and Sadeghi]”
- [June 23, 2017]: Li: **“He [the employee] should not be autistic”**
- [June 23, 2017]: [...]
- [June 23, 2017]: Li: “Just make a serious face”
- [June 23, 2017]: Li: **“Or talk like me 😊”**
- [June 23, 2017]: Li: **“He [the employee] needs to learn manners”**
- [June 23, 2017]: Li: **“That will be my new project now”**

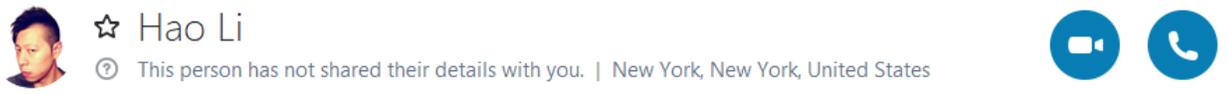


10. Li’s private messages with Sadeghi, on Skype, in March and April of 2017, regarding Pinscreen’s CTO:

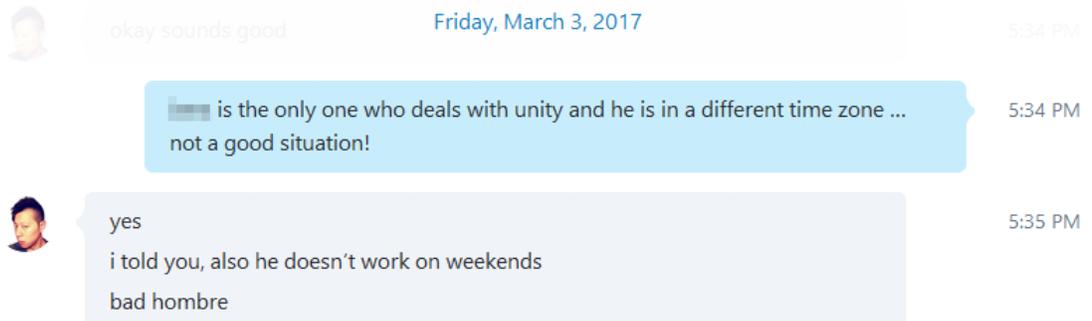
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Li's private messages with Sadeghi, on Skype, on March 3, 2017:

- [March 3, 2017] Sadeghi: “[Pinscreen’s CTO] is the only one who deals with Unity and he is in a different time zone ... not a good situation!”
- [March 3, 2017] Li: “Yes”
- [March 3, 2017] Li: “I told you, also **he [the CTO] doesn’t work on weekends**”
- [March 3, 2017] Li: “**Bad hombre**”



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



Li's private messages with Sadeghi, on Skype, on March 4, 2017:

- [March 4, 2017] Li: “**How can CTO be in Denmark 😊**”
- [March 4, 2017] Li: “**Makes no sense**”
- [March 4, 2017] Sadeghi: “Yeah its almost impractical to work as a tab *[sic]* on the same issues remotely ... Given the distance and time difference.”
- [March 4, 2017] Li: “**We actually agreed that he [Pinscreen’s CTO] would come**”
- [March 4, 2017] Li: “**But out of a sudden he [the CTO] had a child**”



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, on Skype, shared with Sadeghi and 2 other participants, on April 1, 2017, leading up to SIGGRAPH RTL submission due on April 4, 2017:

- [April 1, 2017] Li: “[Pinscreen’s CTO] is sick every deadline we have this year, some folks are not around [...]”



Saturday, April 01, 2017

is sick at every deadline we have this year, some folks are not around

Li's private messages with Sadeghi, on Skype, on April 17, 2017:

- [April 17, 2017] Li: “**Check on status with [Pinscreen’s CTO]**”
- [April 17, 2017] Li: “**If we do not check with him, he [the CTO] is just doing nothing**”
- [April 17, 2017] Li: “**If I see no progress on his side in the next month, I will fire him [the CTO]**”



☆ Hao Li

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



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

Monday, April 17, 2017

12:49 PM



check on status with [redacted]
if we do not check with him, he is just doing nothing
if i see no progress on his side in the next month, i will fire him

12:50 PM

- [April 17, 2017] Li: “He [Pinscreen’s CTO] was super motivated and super productive”
- [April 17, 2017] Li: “But since SIGGRAPH deadline”
- [April 17, 2017] Li: “He [the CTO] suddenly is always not present”
- [April 17, 2017] Li: “Temporary is okay, but after 3-4 months, it is really starting to not be fair to anyone else”
- [April 17, 2017] Li: “**I understand he [the CTO] is having a baby, but I have never seen someone who because of a baby cannot do any work for several months”**



☆ Hao Li

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



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

Monday, April 17, 2017

he was super motivated and super productive
but since the siggraph deadline
he suddenly is always not present
temporary is okay, but after 3-4 months, it is really starting to not be fair to anyone else
i understand he is having a baby, but i have never seen someone who because of a baby cannot do any work for several months

11. Sadeghi’s private message to Li, on Skype, on March 7, 2017, planning a detailed progress report from Pinscreen’s CTO:

- [March 7, 2017] Sadeghi: “**Maybe ask him [Pinscreen’s CTO] to share what he does overall on the Weeklog AND in detail in a Google doc with you [Li] and me only. Add**

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that is because he [the CTO] works remotely etc etc. **Make sure he [the CTO] doesn't feel micromanaged or disrespected 😊**”

Maybe ask him to share what he does overall on the weeklog AND in detail in a Google doc with you and me only. Add that is because he works remotely etc etc. Make sure he doesn't feel micromanaged or disrespected 😊

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
15 to the Company's Chief Executive Officer (currently Hao Li) or to such other person as the
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
18 written approval of at least one of the Supervisors, you shall not render services in any capacity to
19 any other person or entity and shall not act as a sole proprietor or partner of any other person or
20 entity. Notwithstanding the foregoing, you may serve on corporate, civic or charitable boards or
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
21 Agreement. You shall comply with the Company's policies and rules, as they may be in effect
from time to time during your Employment.

22 (c) **No Conflicting Obligations.** You represent and warrant to the Company
23 that you are under no obligations or commitments, whether contractual or otherwise, that are
24 inconsistent with your obligations under this Agreement. In connection with your Employment,
25 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
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.

26 (d) **Commencement Date.** Unless otherwise arranged between you and the
27 Company, you and the Company agree and acknowledge that your Employment shall commence
on February 2, 2017.

1 **2. Cash and Incentive Compensation.**

2 (a) **Salary.** The Company shall pay you as compensation for your services an
3 initial base annual salary at a gross annual rate of \$165,000. Such annual salary shall be payable in
4 accordance with the Company’s standard payroll procedure. The annual compensation specified in
5 this subsection (a), together with any modifications in such compensation that the Company may
6 make from time to time, is referred to in this Agreement as “Base Salary.” The Base Salary may be
7 reviewed by the Company from time to time. Effective as of the date of any change to your Base
8 Salary, the Base Salary as so changed shall be considered the new Base Salary for all purposes of
9 this Agreement.

10 (b) **Stock Option Plan.** Subject to the approval of the Company’s Board of
11 Directors (the “Board”), the Company shall grant you a stock option covering the number shares of
12 the Company’s Common Stock equivalent to 2.3% of the outstanding shares of the Company (the
13 “Option”). The Option shall be granted as soon as reasonably practicable after the date of this
14 Agreement or, if later, the date you commence full-time Employment. The exercise price per share
15 will be equal to the fair market value per share on the date the Option is granted, as determined by
16 the Company’s Board of Directors in good faith compliance with applicable guidance in order to
17 avoid having the Option be treated as deferred compensation under Section 409A of the Internal
18 Revenue Code of 1986, as amended. There is no guarantee that the Internal Revenue Service will
19 agree with this value. You should consult with your own tax advisor concerning the tax risks
20 associated with accepting an option to purchase the Company’s Common Stock. The term of the
21 Option shall be 10 years, subject to earlier expiration in the event of the termination of your
22 services to the Company. So long as your Employment is continuous, the Option shall vest and
23 become exercisable as follows: 1/4 of the total number of option shares shall vest and become
24 exercisable on the first anniversary of the Option grant date. Thereafter, the unvested shares shall
25 vest quarterly over a three year period in equal increments. The Option will be an incentive stock
26 option to the maximum extent allowed by the tax code and shall be subject to the other terms and
27 conditions set forth in the Company’s 2015 Stock Option Plan (the “Stock Plan”) and in the
28 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.

3. **Vacation/PTO/Public Holidays and Employee Benefits.** During your
Employment, you shall be eligible to accrue up to 20 days of paid vacation / paid time off, in
accordance with the Company’s vacation / paid time off policy, as it may be amended from time to
time. You may carry over unused vacation days and unused vacation time will not be forfeited.
During your Employment, you shall be eligible to participate in the employee benefit plans
maintained by the Company and generally available to similarly situated employees of the
Company, subject in each case to the generally applicable terms and conditions of the plan in
question and to the determinations of any person or committee administering such plan.

4. **Business Expenses.** The Company will reimburse you for your necessary and
reasonable business expenses incurred in connection with your duties hereunder upon presentation
of an itemized account and appropriate supporting documentation, all in accordance with the
Company’s generally applicable policies.

5. **Termination.**

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.**

(a) **Notice.** Notices and all other communications contemplated by this
Agreement shall be in writing and shall be deemed to have been duly given when personally
delivered or when mailed by U.S. registered or certified mail, return receipt requested and postage
prepaid. In your case, mailed notices shall be addressed to you at the home address that you most
recently communicated to the Company in writing. In the case of the Company, mailed notices
shall be addressed to its corporate headquarters, and all notices shall be directed to the attention of
its Chief Executive Officer.

(b) **Modifications and Waivers.** No provision of this Agreement shall be
modified, waived or discharged unless the modification, waiver or discharge is agreed to in writing
and signed by you and by an authorized officer of the Company (other than you). No waiver by
either party of any breach of, or of compliance with, any condition or provision of this Agreement
by the other party shall be considered a waiver of any other condition or provision or of the same
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,

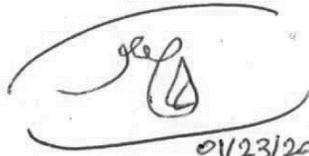
PINSCREEN, INC.



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.

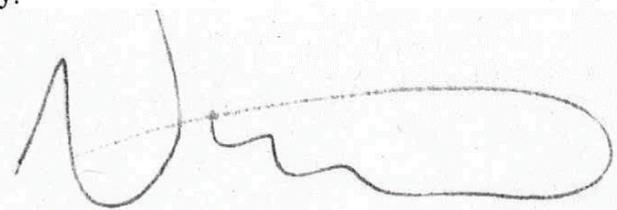
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The parties have executed this Agreement on the respective dates set forth below, to be effective as of the Effective Date first above written.

PINSCREEN, INC.:

By:

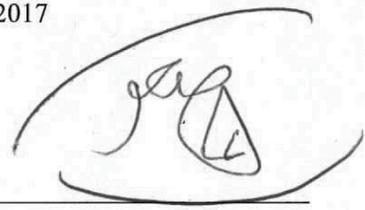


(Signature)

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

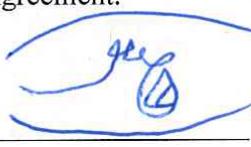
**LIST OF PRIOR INVENTIONS
AND ORIGINAL WORKS OF AUTHORSHIP
EXCLUDED UNDER SECTION 4(a) AND CONFLICTING AGREEMENTS
DISCLOSED UNDER SECTION 10(b)**

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

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THE END