

1 Todd Densen
2 LOEB & LOEB LLP
3 10100 Santa Monica Boulevard
4 Suite 2200
5 Los Angeles, CA 90067
6 Telephone: 310.282.2000
7 Facsimile: 310.282.2200
8 Email: tdensen@loeb.com

9 Counsel for Plaintiff,
10 RMJ Small Biz LLC

11 **UNITED STATES DISTRICT COURT**
12 **CENTRAL DISTRICT OF CALIFORNIA**
13 **LOS ANGELES DIVISION**

14 RMJ Small Biz LLC,

15 *Plaintiff,*

16 vs.

17 Occams Advisory, Inc. and
18 Anupam Satyasheel,

19 *Defendants.*

Case No. 2:25-CV-7956

COMPLAINT;

**DEMAND FOR JURY
TRIAL**

1 Plaintiff RMJ Small Biz LLC (“RMJ”), by and through undersigned
2 counsel, for its Complaint against Occams Advisory, Inc. (“Occams”) and
3 Anupam Satyasheel (“Satyasheel”), states as follows:

4 **INTRODUCTION**

5 1. RMJ provided valuable referral services to Occams in exchange for
6 Occams paying commissions to RMJ. In contravention of the parties’ contract,
7 Occams has failed to pay RMJ and instead kept those commissions for itself. The
8 ongoing and blatant misconduct of Occams has made clear that both Occams and
9 its Founder and CEO, Satyasheel, never intended to abide by their promises. RMJ
10 therefore brings this suit to recover the money it is owed and hold Occams and
11 Satyasheel responsible for their tortious conduct.

12 **PARTIES**

13 2. RMJ is a limited liability company whose sole member is Roy
14 Matlock, Jr., who is domiciled in Tennessee.

15 3. Occams is a corporation organized under the laws of Delaware with
16 its principal place of business in Florida.

17 4. Satyasheel is an individual domiciled in California.

18 **JURISDICTION AND VENUE**

19 5. This Court has subject-matter jurisdiction over this action pursuant to
20 28 U.S.C. § 1332 (diversity jurisdiction), as the parties are completely diverse. The
21 amount in controversy, exclusive of interest and costs, is more than \$75,000.

22 6. Occams consented to personal jurisdiction and venue before this
23 Court pursuant to an Affiliate Agreement effective August 24, 2023. Satyasheel is
24 subject to personal jurisdiction and venue before this Court because he resides in
25 this District.

26 **FACTUAL BACKGROUND**

27 7. Occams and RMJ entered into an Affiliate Agreement effective
28 August 24, 2023 (the “Agreement”). Occams and Satyasheel possess a copy of the

1 Agreement.

2 8. Pursuant to the Agreement, RMJ agreed to refer to Occams small
3 businesses that may qualify for an employee retention tax credit (“ERC”), a
4 refundable tax credit for certain eligible businesses and tax-exempt organizations
5 that had employees and were affected during the COVID-19 pandemic.

6 9. Occams, in turn, would provide services to assist the referred
7 businesses (the “customers”) with applying for and obtaining the ERC tax credits.

8 10. Pursuant to Section 6 of the Agreement, Occams agreed to pay certain
9 commissions to RMJ “for completed sales of Services in the Territory[.]”
10 Additionally, Mr. Matlock owned another firm—Connect My Biz—that also had
11 been referring business to Occams. Occams, however, has ceased making any
12 payments to both CMB and RMJ as of March 2025.

13 11. In and around August and September 2023, Satyasheel personally
14 negotiated the Agreement on behalf of Occams. On numerous calls during this
15 time with Mr. Matlock, Satyasheel promised RMJ that Occams would pay the
16 commissions owed under the Agreement.

17 12. Occams works hard to create the impression that the company is
18 reputable and can be trusted as a business partner. On its website, Occams boasts
19 recognition by a number of genuinely reputable companies, including the Financial
20 Times, Fortune, and Inc. 5000. Occams touts itself as having been recognized for
21 its “excellence in product innovation, process innovation and innovation culture.”

22 13. As set forth below, however, Occams’ idea for innovation extends
23 only as far as bilking its business partners—such as RMJ—out of millions of
24 dollars. Occams brags on its website about its “relentless pursuit of excellence,”
25 when Occams actually relentlessly pursues dishonest business practices.

26 14. Occams also palms itself off as a reputable company by referencing
27 the names of USA Today, the Herald Tribune, Medium and Grit Daily on its
28 website. Satyasheel and Occams obviously intend for these references to

1 legitimate companies to cause others to conclude (without justification) that
2 Occams is forthright.

3 15. In fact, at the time Satyasheel made his promises, neither he nor
4 Occams had any intention to perform. Other Occams officers and agents
5 participated in this scheme, including David King and Nedeem Nasser.

6 16. Satyasheel and Occams misrepresented their intentions and had no
7 intention to pay the commissions promised to RMJ.

8 17. To recruit customers, RMJ engaged over 1,000 representatives. The
9 representatives agreed to recruit customers for RMJ in exchange for a percentage
10 of the commissions owed by Occams to RMJ.

11 18. RMJ's relationships with these representatives are crucial to its
12 business operations, including the ERC and other lines of business, such as
13 insurance and financial advising.

14 19. Occams and Satyasheel were aware of the business relationships
15 between RMJ and its representatives and the importance of those relationships.

16 20. These representatives are compensated by receiving a commission
17 once RMJ receives a payment from Occams. So, by not paying RMJ, Occams is
18 also depriving dozens of individuals from being paid.

19 21. When Roy Matlock, founder of RMJ, reminded Satyasheel that
20 Occams' failing to pay its commissions to RMJ meant dozens of individual
21 representatives could not receive payment, Satyasheel's response was callous. He
22 said that Occams did not have contracts with the sales representatives and
23 therefore "owed them nothing." Putting aside whether the sales representatives are
24 third-party beneficiaries, each of whom may have a separate claim against
25 Occams, this unconscionable behavior is further evidence of the malicious intent
26 of Occams, Satyasheel, and their confederates.

27 22. Pursuant to Section 13 of the Agreement, Occams and Satyasheel also
28 promised that they would not recruit RMJ's representatives.

1 23. After executing the Agreement, Occams accidentally emailed a
2 spreadsheet to RMJ containing a list of ERC opportunities presented to Occams.

3 24. The spreadsheet revealed that Occams knowingly entered into a
4 separate agreement with Susan Margiloff, an affiliated representative of RMJ, to
5 fraudulently divert commissions away from RMJ. Occams secretly sought to
6 undercut RMJ and thereby further breached the Agreement.

7 25. RMJ performed all of its obligations under the Agreement. RMJ,
8 through its representatives, referred many valuable customers to Occams.

9 26. Those customers qualified for over \$40 million dollars in ERC tax
10 credits. As a result, RMJ was entitled to millions of dollars in commissions. Many
11 of RMJ's representatives are likewise entitled to many thousands of dollars of
12 commissions after RMJ's receipt of the commissions owed by Occams.

13 27. Occams and Satyasheel, however, failed to abide by their promises
14 and decided to enrich themselves at RMJ's expense.

15 28. After paying a limited number of commissions to induce RMJ to
16 continue soliciting new ERC opportunities for Occams, Occams stopped paying
17 altogether the commissions owed to RMJ. Occams has failed to remit millions of
18 dollars of commissions owed to RMJ, despite RMJ's repeated demands for
19 payment.

20 29. On one of the many occasions when RMJ asked for and then
21 demanded payment, Nadeen Nasser—inhouse counsel for Occams—asked Roy
22 Matlock, “Why should we pay you if you are not sending us new business?”
23 Satyasheel parroted this express repudiation in a recent text message.

24 30. Making matters worse, Occams then began trying to claw back
25 commissions. Occams claimed it was entitled to reduce commissions owed to RMJ
26 to pay attorneys that Occams engaged to provide legal services to process ERC
27 applications. No provision in the Agreement, however, authorized this reduction.
28 In some cases, Occams had not even paid the fees it purported to “deduct”.

31. As described above, Occams has even refused to pay the commissions owed to the representatives of RMJ. Those representatives remain unpaid, although their work is and has been completed long ago.

32. Occams' failure to pay RMJ has severely damaged RMJ's relationships with its representatives and clients and also damaged RMJ's reputation within the industry. The representatives in many cases have posted extremely negative messages about RMJ and its agents to social media sources.

COUNT I
BREACH OF CONTRACT
(AGAINST OCCAMS)

33. RMJ incorporates the foregoing paragraphs.

34. The Agreement is an enforceable contract.

35. Occams breached the Agreement by failing to pay commissions owed, as described above and in violation of Section 6 of the Agreement.

36. Occams breached the Agreement by recruiting Ms. Margiloff, as described above and in violation of Section 13 of the Agreement.

37. As a result, RMJ has been damaged in an amount to be proved at trial.

COUNT II
PROMISSORY ESTOPPEL
(AGAINST OCCAMS)

38. RMJ incorporates the foregoing paragraphs.

39. To the extent the Agreement is deemed unenforceable, Occams promised to pay the commissions owed to RMJ.

40. RMJ relied on those promises when deciding to expend its valuable resources on referring customers to Occams.

41. RMJ has been damaged as a result of Occams' failure to keep its promises, in an amount to be proven at trial.

COUNT III

FRAUD AND MISREPRESENTATION

(AGAINST OCCAMS AND SATYASHEEL)

42. RMJ incorporates the foregoing paragraphs.

43. As described above, in and around August and September 2023 Occams and Satyasheel promised, via calls with Mr. Matlock, to pay RMJ commissions in exchange for referring customers who qualified for, filed, and received or the ERC refunds.

44. Those promises were false when made. Occams and Satyasheel never intended to keep their promises, and instead sought to keep RMJ's commissions for themselves.

45. As a result, RMJ has been damaged in an amount to be proven at trial.

COUNT IV

INTERFERENCE WITH BUSINESS RELATIONSHIPS

(AGAINST OCCAMS AND SATYASHEEL)

46. RMJ incorporates the foregoing paragraphs.

47. RMJ has existing and prospective relationships with representatives, prospective representatives, and clients. Those existing relationships include contractual agreements between RMJ and the representatives pursuant to which the representatives would receive a percentage of the commissions paid by Occams to RMJ.

48. Occams and Satyasheel were and are aware of these business relationships and agreements.

49. Occams and Satyasheel intentionally and wrongfully interfered with the relationships and agreements, including by failing to pay commissions owed to RMJ.

50. Occams and Satyasheel's actions have disrupted RMJ's existing agreements and prospective business relationships.

1 Of Counsel:

2 Tim Warnock

3 twarnock@loeb.com

4 Loeb & Loeb, LLP

5 35 Music Square East, Suite 310

6 Nashville, TN 37203

7 Telephone: (615) 749-8301

8 Facsimile: (615) 749-8308

9 Keane Barger

10 kbarger@loeb.com

11 Loeb & Loeb, LLP

12 901 New York Avenue NW, Suite 300 East

13 Washington, DC 20001

14 Telephone: (202) 618-5003

15 Facsimile: (202) 618-5001

16

17

18

19

20

21

22

23

24

25

26

27

28