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8 Yigang Li, Hongyan Shan, Atlas Creative
9 Group, LLC, Chunyan Ren, Shuxun Li,
10 Lishi Ji, Yuequan Cao, Gangming Liang,
11 Jinfeng Qiu, and Jennifer Wong

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF ORANGE, CENTRAL DISTRICT**

12 GOLDEN IVY MARKETING, a California
13 corporation; and AMERICAN FINANCIAL
14 ALLIANCE CORP., a California Corporation,

14 PLAINTIFFS,

15 -vs-

15 DANDAN SONG, an individual;
16 PERIAN LI, an individual; ONE PIONEER,
17 LLC, a Texas corporation, dba One Up
18 Insurance Agency; YIGANG LI, an individual;
19 HONGYAN SHAN, an individual; ATLAS
20 CREATIVE GROUP LLC, a California
21 corporation, dba Atlas One Insurance
22 Agency; CHUNYAN REN, an individual;
23 SHUXUN LI, an individual; LISHI JI, an
24 individual; YUEQUAN CAO an individual;
25 GANGMING LIANG an individual; JINFENG
26 QIU, an individual; and JENNIFER WONG, an
27 individual; AND DOES 1 TO 50 inclusive,

28 DEFENDANTS.

28 DANDAN SONG, an individual; PEIRAN LI,
an individual; THE ONE PIONEER, LLC, a
Texas corporation, dba One Up Insurance
Agency; YIGANG LI, an individual;
HONGYAN SHAN, an individual; ATLAS
CREATIVE GROUP LLC, a California
corporation, dba Atlas One Insurance Agency;
SHUXUN LI, an individual; CHUNYAN REN,
an individual; LISHI JI, an individual,
YUEQUAN CAO an individual; GANGMING

) Case No. 30-2022-01266371-CU-BT-CJC

) **CROSS-COMPLAINT FOR:**

-) 1) **VIOLATION OF LABOR CODE --**
) **FAILURE TO PAY EARNED WAGES**
) 2) **FRAUD/MISREPRESENTATION**
) 3) **NEGLIGENT MISREPRESENTATION**
) 4) **BREACH OF IMPLIED CONTRACT**
) 5) **BREACH OF THE COVENANT OF**
) **GOOD FAITH AND FAIR DEALING**
) 6) **UNJUST ENRICHMENT**
) 7) **AN ACCOUNTING**
) 8) **LABOR CODE §§202-203**
) 9) **LABOR CODE §204**
) 10) **LABOR CODE §226**
) 11) **DECLARATORY RELIEF**
) 12) **DECLARATORY RELIEF**
) 13) **DEFAMATION**
) 14) **TRADE LIBEL**
) 15) **TORTIOUS INTERFERENCE WITH**
) **PROSPECTIVE ECONOMIC**
) **ADVANTAGE**
) 16) **VIOLATION OF BUSINESS AND**
) **PROFESSIONS CODE §17200, et seq.**

) **DEMAND FOR JURY TRIAL**

1 LIANG an individual; JINFENG QIU, an
individual; and JENNIFER WONG, an individual)

2 CROSS-COMPLAINANTS,)

3 -vs-)

4 GOLDEN IVY MARKETING a California
5 corporation; AMERICAN FINANCIAL
6 ALLIANCE CORP., a California Corporation;
7 SKY VISION INSURANCE AGENCY, a
California corporation; TIFFANY XU, an
8 individual; YUNJIE JIN, an individual;
ZHAOHUA JI A/K/A JAMES JI, an individual;
9 YUFENG LIU, an individual and ROES 1
through 50, inclusive,)

10 CROSS-DEFENDANTS.)

11
12 Cross-Complainants Dandan Song, Peiran Li, The One Pioneer, LLC, Yigang Li, Hongyan
13 Shan, Atlas Creative Group, LLC, Chunyan Ren, Shuxun Li, Lishi Ji, Yuequan Cao, Gangming
14 Liang, Jinfeng Qiu, and Jennifer Wong (collectively, “Cross-Complainants”) hereby submit their
15 cross-complaint against cross-defendants Golden Ivy Marketing, American Financial Alliance
16 Corp., Sky Vision Insurance Agency, Tiffany Xu, Yunjie Jin, James Ji, Yufeng Liu, and ROES 1
17 through 50 (collectively, “Cross-Defendants”), as follows:

18 **NATURE OF THE CROSS-COMPLAINT**

19 1. This action concerns an unscrupulous and vindictive scheme by the Cross-
20 Defendants to lure and then exploit a vulnerable immigrant population through its H1-B visa
21 program, hold these employees hostage to adhesive contracts that are illegal and void on their face,
22 grossly underpay these employees and withhold their earned wages while profiting from their
23 sweat and labor, and then threaten and seek to ruin them should they leave the abusive employment
24 relationship and continue to work in the same industry. This illegal and egregious enterprise has
25 resulted in great harm to many people, including Cross-Complainants, and it’s time for it to be
26 shut down and for Cross-Defendants to be held accountable. Cross-Complainants seek in excess
27 of \$10,000,000 against Cross-Defendants for their vicious, vindictive and virulent actions.
28

1 2. Cross-Defendants’ conduct includes foisting unconscionable contracts on its
2 employees that contain outrageous provisions that violate California’s well-established public
3 policy against restraints on trade and penalties, including \$1,000,000 penalty provisions guised as
4 “liquidated damages” against mere employees and/or agents. These contracts include overbroad
5 and ill-defined confidentiality provisions intended to function as anti-competitive and illegal
6 restraints on trade, and which are wielded as a cudgel to hold employees hostage to Cross-
7 Defendants’ business model and punish them if they leave and attempt to ply their trade outside
8 of the subservient arrangement.

9 3. Cross-Defendants have also grossly underpaid Dandan Song and other employees,
10 including failing to pay promised wages, failing to pay required overtime, and unlawfully
11 withholding earned compensation so as to keep employees and agents entirely dependent on the
12 whims of Tiffany Xu, the individual that controls the entity Cross-Defendants. Cross-Defendants
13 have also retaliated against Dandan Song for resigning and legally seeking her personnel file, back
14 wages, and guaranteed compensation.

15 4. Worse still, Cross-Defendants launched a defamatory public relations campaign
16 against Cross-Complainants. Cross-Defendants have published and seeded numerous posts on
17 the internet in which they claim that Cross-Complainants have been accused of “crimes,” imply
18 that customers should not use the Cross-Complainants’ services because they might be “cheated,”
19 and advertised and published a link to their initial Complaint in a public forum in order to cast
20 their unsubstantiated self-serving accusations far and wide and outside the purview and privilege
21 of the Courthouse.

22 5. The point and purpose of Cross-Defendants’ conduct is to unlawfully prevent
23 Cross-Complainants from earning a living in the insurance and financial industry by tortiously and
24 expressly spreading false and defamatory statements maligning the Cross-Complainants among
25 the customer base in the Asian community. This is intended to punitively punish and make an
26 example of Cross-Complainants for daring to challenge and escape Cross-Defendants’ unlawful
27 vice-grip and deplorable business practices. This egregious conduct is also intended to create an
28

1 in terrorem effect among Cross-Complainants' and Cross-Defendants' employees and agents so
2 as to undermine and act as a deterrent against the privileged and protected free movement of labor.

3 6. As a result of the above, and as more fully explained below, Cross-Complainants
4 seek: (a) compensatory, special, and punitive damages against Cross-Defendants as appropriate
5 for defamation, trade libel, intentional interference with prospective economic advantage, and
6 fraudulent misrepresentation; (b) to void and enjoin the use of Golden Ivy Marketing's and
7 American Financial Alliance Corp.'s illegal contracts of adhesion that plainly violate Cal. Bus.
8 Prof. Code §16600; and (c) to recover unlawfully withheld wages with all applicable penalties and
9 recoverable fees.

10 PARTIES

11 7. Cross-Complainant Dandan Song ("Song") is an individual who resides within the
12 State of California, County of Los Angeles. Song is a former employee of SVIG Insurance Center
13 ("SVIG-IC") and Golden Ivy Marketing Inc. ("GIM").

14 8. Cross-Complainant The One Pioneer, LLC, doing business as One Up Insurance
15 Agency ("One Pioneer"), is a California corporation.

16 9. Cross-Complainant Atlas Creative Group, LLC, doing business as Atlas One
17 Insurance Agency ("Atlas"), is a California corporation with its principal place of business in Los
18 Angeles County.

19 10. Cross-Complainant Peiran Li is an individual who at all times mentioned herein has
20 resided within the State of California, County of Los Angeles. Peiran Li is a former independent
21 contractor and independent insurance agent for American Financial Alliance Corp. ("AFA") and
22 was initially associated with Sky Vision Insurance Agency ("SVI").

23 11. Cross-Complainant Yigang Li is an individual who at all times mentioned herein
24 has resided within the State of California, County of Orange. Yigang Li is a former independent
25 contractor and independent insurance agent for AFA and was initially associated with SVI.

26 12. Cross-Complainant Hongyan Shan is an individual who at all times mentioned
27 herein has resided within the State of California, County of Orange. Hongyan Shan is a former
28

1 independent contractor and independent insurance agent for AFA and was initially associated with
2 SVI.

3 13. Cross-Complainant Chunyan Ren is an individual who at all times mentioned
4 herein has resided within the State of California, County of Los Angeles. Chunyan Ren is the
5 mother of Peiran Li.

6 14. Cross-Complainant Shuxun Li is an individual who at all times mentioned herein
7 has resided within the State of California, County of Los Angeles.

8 15. Cross-Complainant Lishi Ji is an individual who at all times mentioned herein has
9 resided within the State of California, County of Los Angeles.

10 16. Cross-Complainant Yuequan Cao is an individual who at all times mentioned
11 herein has resided within the State of California, County of Los Angeles. Yuequan Cao is a former
12 independent contractor and independent insurance agent for AFA.

13 17. Cross-Complainant Gangming Liang is an individual who at all times mentioned
14 herein has resided within the State of California, County of Riverside. Gangming Liang is a former
15 independent contractor and independent insurance agent for AFA.

16 18. Cross-Complainant Jinfeng Qiu is an individual who at all times mentioned herein
17 has resided within the State of New York. Jinfeng Qui is a former independent contractor and
18 independent insurance agent for AFA.

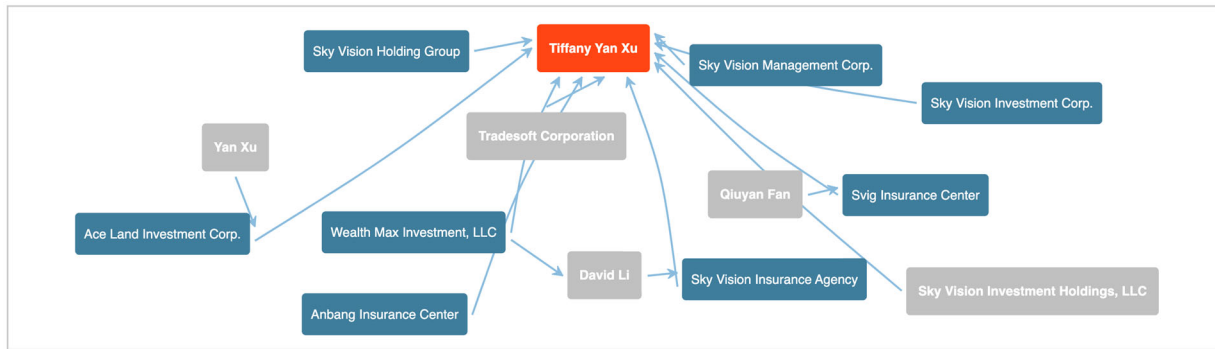
19 19. Cross-Complainant Jennifer Wong is an individual who at all times mentioned
20 herein has resided within the State of New York. Jennifer Wong is a former independent contractor
21 and independent insurance agent for AFA.

22 20. Cross-Defendant AFA is a California corporation that, at all relevant times, has
23 conducted business activities within the State of California, County of Orange. AFA is a multi-
24 level marketing company offering insurance and financial products.

25 21. Cross-Defendant Golden Ivy Marketing, Inc. (“GIM”) is a California corporation
26 that, at all relevant times herein, has conducted business activities within the State of California,
27 County of Orange. GIM is a company that offers financial and insurance products as a downline
28 affiliate of AFA.

22. Cross-Defendant Sky Vision Insurance Agency (“SVI”) is a California corporation that, at all relevant times herein, has conducted business activities within the State of California, County of Orange. SVI is affiliated with AFA and GIM.

23. Cross-Defendant Tiffany Xu (“Xu”) is an individual who resides in the State of California, County of Los Angeles. Xu is the owner and chief executive officer of SVI and the de facto owner and principal of GIM, AFA, and SVIG-IC. Xu controls these companies. Xu has conducted relevant business activities within the County of Orange. A diagram of Xu’s various businesses is set forth as follows:



24. Cross-Defendant Yunjie Jin is an individual who at all times mentioned herein has resided and conducted all relevant business activities within the State of California, County of Orange. Yunjie Jin is the figurehead and ostensible chief executive officer of GIM, though GIM is in reality controlled and run by Xu.

25. Cross-Defendant Zhaohua Ji a/k/a James Ji is an individual who at all times mentioned herein has resided in the State of Texas. Ji is an agent working on behalf of SVI and AFA. The communications from Ji mentioned herein were directed to California.

26. Cross-Defendant Yufeng Liu is an individual who at all times mentioned herein has resided and conducted all relevant business activities within the State of California, County of Orange. Liu is an agent working on behalf of SVI and AFA.

27. At all times mentioned herein, Cross-Complainants believe and thereon allege that other fictitious cross-defendants, not previously identified by name but designated as Roes 1 through 50, may be liable or responsible in whole or in part for the allegations contained herein.

1 Once the true names and capacities of these defendants are ascertained, Cross-Complainants will
2 seek leave to amend this Cross-Complaint and substitute said true names and capacities.

3 28. Cross-Complainants are informed and believe and thereon allege that each of the
4 cross-defendants named herein as Roes 1 through 50, inclusive, is/are intentionally or negligently
5 responsible in some manner, as is legally responsible, either vicariously or by virtue of his, her or
6 it's agents, servants, employees, predecessors-in-interest or successors-in-interest, for the acts and
7 occurrences herein referred to, and has proximately caused injury or damages thereby to Cross-
8 Complainants as a result of their conduct hereinafter described.

9 29. Cross-Complainants are informed and believe and on that basis allege that, at all
10 relevant times, each Cross-Defendant, whether named or fictitious, was the agent, partner, joint
11 venture partner, conspirator or employee of each of the other cross-defendants, and in doing the
12 things alleged to have been done in the complaint, acted within the scope of such relationship or
13 ratified the acts of the others, and is jointly and severally liable as such. Cross-Complainants
14 further believe and allege that Cross-Defendants, and each of them, are the alter egos of the other,
15 and that there is such a unity of interest and ownership between and among cross-defendants, that
16 such interests have become intertwined and non-separable.

17 **FACTUAL BACKGROUND**

18 30. On July 1, 2016, Song was hired by Xu to be a customer service representative for
19 SVIG-IC, another affiliate of SVI. Song was paid a base salary of \$2,400.00 per month. Song's
20 hours at SVIG were regularly 9:30 a.m. to 8:00 p.m., Monday through Saturday.

21 31. On October 1, 2018, at the behest of Xu, Song's employment was transferred from
22 SVIG-IC to an affiliate, GIM. At this time, Song's base salary was increased to \$4,000.00 per
23 month.

24 32. In January 2019, Song's base salary was increased to \$6,000.00 per month.

25 33. In addition to her base salary, Song was promised and regularly earned a guaranteed
26 additional wage tied to the number of policies sold. This resulted in the following additional
27 payments to Song:

28 a. 2017: \$61,066.00.

1 b. 2018: \$122,529.00.

2 c. 2019: \$237,052.00.

3 d. 2020: \$252,454.00.

4 34. Xu advised Song that these guaranteed payments were tied to production and
5 calculated based on eleven percent (11%) of the policies sold. However, Xu never provided Song
6 with a formal accounting underlying these additional wages.

7 35. GIM was routinely late in providing Song with her wages.

8 36. As part of her initial employment, Song was told by Xu that she would seek to
9 obtain an H1-B visa on her behalf. One of the reasons for the transfer of Song from SVIG-IC to
10 GIM was to enable this process. In 2018, GIM petitioned for an H1-B visa on behalf of Song.

11 37. November 24, 2021, Song advised Xu that she was considering resigning from
12 GIM. On December 8, 2021, Song resigned from GIM. At the time, Song had not yet been paid
13 her guaranteed compensation.

14 38. On January 25, 2022, Song sent a request to human resources at GIM to obtain a
15 copy of her employment agreements and her due and owing 2021 wage payments. GIM did not
16 respond to this request.

17 39. To date, Song has not received her earned 2021 wages.

18 40. On February 10, 2022, Song, through counsel, sent a formal written request to SVI
19 and GIM under Labor Code §§ 226(c), 432, and 1198.5 requesting documentation relating to
20 Song's personnel file, agreements, payroll records, wage structure and payments.

21 41. On March 1, 2022, SVI and GIM responded to the above-referenced request by
22 providing certain documents but failing to provide any documentation relating to the wage
23 structure at SVI and GIM and no documentation explaining how the additional payments were
24 calculated.

25 42. After resigning from GIM, Song has continued to work in the insurance and
26 financial industry through One Pioneer and Atlas.

27 43. On April 19, 2022, GIM and SVI, through counsel, sent a cease-and-desist letter
28 claiming that Song had breached their confidentiality and non-disclosure agreements and alleging

1 that Song, since her departure from GIM on December 8, 2021, had allegedly “solicited” agents
2 to work with her instead of GIM and used their “training” and “marketing” materials.

3 44. On April 26, 2022, Song, through counsel, responded to GIM and SVI’s cease and
4 desist letter, denying their unsubstantiated accusations of “solicitation” or use of any confidential
5 information and further advising them of Section 16600 of the California Business & Professions
6 Code and its nullification of employee non-compete and non-solicitation provisions. The letter
7 further asked that Cross-Defendants refrain from engaging in any further online disparaging
8 statements.

9 45. Notwithstanding this letter, in a vindictive attempt to financially destroy Song and
10 prevent her and others from continuing to work in the industry, Cross-Defendants have embarked
11 on an outrageous smear campaign against the Cross-Complainants.

12 46. This smear campaign has included (a) publicizing on GIM’s websites that that the
13 Cross-Complainants have been accused of “crimes,” (b) publicizing derogatory and disparaging
14 commentary regarding Cross-Complainants in various webpages in which Cross-Defendants
15 scurrilously assert that the Cross-Complainants are thieves and that potential clients may be
16 cheated if they use their services; and (c) disparaging and defaming Cross-Complainants in various
17 forums and chat rooms.

18 47. Cross-Defendants have also posted proprietary information from Cross-
19 Complainants online, including agent production and commission splits.

20 **FIRST CAUSE OF ACTION**

21 (Failure to Pay Wages In Violation of Labor Code)

22 (Dandan Song Against Golden Ivy Marketing)

23 48. Cross-Complainant Song hereby incorporates and re-alleges paragraphs 1-47 as
24 though fully set forth herein.

25 49. Song was employed by GIM.

26 50. Song and GIM entered into a verbal and/or implied agreement in which GIM agreed
27 to make payments to Song in addition to her base salary in the amount of 11 percent (11%) of the
28 value of the sold policies tied to Song.

1 51. Song and GIM accepted the terms of the agreement verbally and through its
2 dealings and conduct with each other, which included these payments to Song in the years 2017
3 through 2020.

4 52. Song performed all the duties and obligations required by her that would entitle her
5 to receive her payments and met all lawful conditions precedent to a payment for her work in 2021.
6 Therefore, Song earned wages within the meaning of California Labor Code §§ 200 and 204.

7 53. GIM knowingly, intentionally, and willfully failed and refused to pay Song the full
8 amount of payments she earned through her employment. Therefore, GIM has violated its
9 agreement with Song and the California Labor Code.

10 54. GIM has refused to pay Song her wages in 2021. Such conduct is against public
11 policy under California Civil Code §1668 and withholding these due and owing payments is
12 unlawful, void, and unenforceable under California Labor Code §§ 221, 223, and 2751.

13 55. GIM’s refusal to pay earned wages constitutes unlawful withholdings or deductions
14 of earned wages in violation of California Labor Code § 221.

15 56. California Labor Code § 2751 states in pertinent part: “Whenever an employee
16 enters into a contract of employment with an employee for services to be rendered within this state
17 and the contemplated method of payment of the employee involves commissions, the contract shall
18 be in writing and shall set forth the method by which the commissions shall be computed and
19 paid.” GIM violated § 2751 by failing to put in writing the method of computation for the earned
20 wages.

21 57. Further, as demand was made for payment of wages earned, Cross-Defendants’
22 failure to do so violated California Labor Code Section 216, and thereby constitutes a
23 misdemeanor, as well as subjecting Defendant GIM to damages.

24 58. Song is entitled to recover the unpaid wages during her employment, with interest,
25 in addition to attorneys’ fees pursuant to Labor Code Section 218.5, costs, and penalties, all in an
26 amount to be proven at trial.

1 **SECOND CAUSE OF ACTION**

2 (Fraud / Misrepresentation)

3 (Dandan Song Against Golden Ivy Marketing and Tiffany Xu)

4 59. Cross-Complainant Song hereby incorporates and re-alleges paragraphs 1-58 as
5 though fully set forth herein.

6 60. Cross-Defendants GIM and Xu willfully and intentionally engaged in fraud and
7 misrepresentation as defined by California Civil Code §1572.

8 61. Song was verbally promised additional wages based on her conversations with Xu
9 and executives at GIM. Specifically, Xu told Song that she would be paid a guaranteed additional
10 wage amounting to eleven percent (11%) of the policies sold tied to her production. This was told
11 to Song by Xu at a meeting in October 2021, which included George Yang, Ying (Wendy) Lin,
12 and Jasper Xiao, all of whom are responsible for recording and accounting for sales, commissions,
13 and additional wages. The meeting was specifically held to discuss Song's additional wages based
14 on her production.

15 62. These statements led Song to reasonably believe she would receive wages based on
16 the policies sold through the year. This is further demonstrated by the course of conduct of Song's
17 employment in which the majority of her wages were paid through these promised payments.

18 63. By way of these false statements, GIM induced Song to continue to provide services
19 to it by representing to Song that she would be paid these earned wages based on the policies sold
20 throughout each year.

21 64. GIM and Xu's assertions and representations of fact regarding the additional
22 payments were not true, and GIM and Xu did not believe them to be true when they were stated.
23 All of GIM and Xu's statements regarding the payment of these wages were knowingly false and
24 made with the intent that Song rely on them in order to deceive Song into continuing to provide
25 services and continuing to secure revenue for the benefit of GIM.

26 65. Song justifiably and reasonably relied on the representations, promises, and
27 assertions made by GIM and Xu in continuing services to GIM.
28

1 75. Xu, representing herself as the true owner and controller of GIM, verbally assured
2 Song that she would earn an additional wage in the amount of eleven percent (11%) of each policy
3 sold. This was done at a meeting in which the primary topic was Song's additional wages and was
4 said in the presence of the team specially tasked with accounting and providing for such additional
5 wages.

6 76. Each party intended that a contract for this payment had been formed. This is
7 further evidenced in the conduct of the parties and the payments made to Song in the years 2017
8 through 2020.

9 77. Song fully performed all of her obligations under this agreement.

10 78. GIM has breached its agreement by failing to pay Song her earned wages for the
11 year 2021.

12 79. As a result of this breach, Song is entitled to the past due wages owed to her with
13 interest, attorney fees, costs, and penalties, all in an amount to be proven at trial.

14 **FIFTH CAUSE OF ACTION**

15 (Breach of the Implied Covenant of Good Faith and Fair Dealing)

16 (Dandan Song Against Golden Ivy Marketing)

17 80. Cross-Complainant Song hereby incorporates and re-alleges paragraphs 1-79 as
18 though fully set forth herein.

19 81. There is implied in all contracts a covenant of good faith and fair dealing in which
20 each party agrees that it will not attempt to deprive the other party of the benefits of the agreement.

21 82. In undertaking the acts and omissions alleged herein, GIM acted to deprive Song
22 of the benefits of the agreement to pay her the promised wages each year. GIM made false
23 promises to Song and fraudulently induced her to continue providing services based on the
24 misrepresentation that she would be paid these additional wages. GIM breached that agreement
25 and reneged on its promises.

26 83. As a proximate result of GIM's actions, Song has sustained general and special
27 damages in an amount to be proven at trial.

28

1 **SIXTH CAUSE OF ACTION**

2 (Unjust Enrichment)

3 (Dandan Song Against Golden Ivy Marketing)

4 84. Cross-Complainant Song hereby incorporates and re-alleges paragraphs 1-83 as
5 though fully set forth herein.

6 85. As a result of the conduct described above, GIM has been unjustly enriched at the
7 expense of Song by getting the benefit of Song's labor without paying her the promised wages.

8 86. GIM should be required to disgorge all monies, profits and gains which it has
9 obtained at the expense of Song, and a constructive trust should be imposed thereon for the
10 benefit of Song.

11 87. Song has been damaged in an amount to be proven at trial as a result of GIM's
12 conduct.

13 **SEVENTH CAUSE OF ACTION**

14 (An Accounting)

15 (Dandan Song Against Golden Ivy Marketing)

16 88. Cross-Complainant Song hereby incorporates and re-alleges paragraphs 1-87 as
17 though fully set forth herein.

18 89. Song does not know the precise amount of wages due to her, and such amounts can
19 only be determined by an accounting of GIM's books and records.

20 90. Song seeks an accounting of GIM's books and records relating to sales
21 and payments so that the amount owed to her can be ascertained.

22 **EIGHTH CAUSE OF ACTION**

23 (Violation of Labor Code § 202)

24 (Dandan Song Against Golden Ivy Marketing)

25 91. Cross-Complainant Song hereby incorporates and re-alleges paragraphs 1-90 as
26 though fully set forth herein.

1 industry, including having egregious and ridiculous “liquidated damages” provisions for
2 \$1,000,000. Song contends she has committed no wrongful conduct, has not wrongfully used
3 confidential or trade secret information, and that Song is entitled to conduct a business within the
4 financial and insurance industry and thereby compete with GIM free of the improper restraints
5 GIM seeks to impose on her, and without liability to GIM.

6 109. An actual controversy exists between Song and GIM regarding their rights and
7 duties under their contracts.

8 110. California has a very strong public policy against contracts that prevent or stifle
9 competition or undermine free movement of labor.

10 111. Song is entitled to a declaration that Song has not engaged in any wrongful conduct,
11 has not wrongfully used any legally cognizable confidential information, has not misappropriated
12 GIM’s trade secrets, and is entitled to conduct a business within the financial and insurance
13 industry and thereby compete with GIM free of the improper restraints GIM seeks to impose on
14 her, and without liability to GIM.

15 **TWELFTH CAUSE OF ACTION**

16 (Declaratory Relief)

17 (Peiran Li, Yigang Li, Hongyan Shen, Chunyan Ren, Yuequan Cao, Gangming Liang,
18 Jinfeng Qiu, and Jennifer Wong Against American Financial Alliance Corp.)

19 112. Cross-Complainants hereby incorporates and re-alleges paragraphs 1-111 as though
20 fully set forth herein.

21 113. Peiran Li, Yigang Li, Hongyan Shen, Chunyan Ren, Yuequan Cao, Gangming
22 Liang, Jinfeng Qiu, and Jennifer Wong (collectively, the “Contractor Cross-Complainants”) were
23 independent contractors that entered into certain contracts with AFA.

24 114. Section 1670.5(a) of the California Civil Code provides: “If the court as a matter
25 of law finds the contract or any clause of the contract to have been unconscionable at the time it
26 was made the court may refuse to enforce the contract, or it may enforce the remainder of the
27 contract without the unconscionable clause, or it may so limit the application of any
28 unconscionable clause as to avoid any unconscionable result.”

1 Pioneer, LLC, Yigang Li, Hongyan Shan, Atlas Creative Group, LLC, Chunyan Ren, Shuxun Li,
2 and Lishi Ji. Cross-Defendants, and their employees and agents, including Xu, James Ji, and
3 Yufeng Liu, have publicly accused these Cross-Complainants of committing “crimes” and
4 stealing, and advised potential customers or clients to be wary of being cheated. On information
5 and belief, this deplorable campaign was orchestrated and done at the behest of Xu, who is the de
6 facto owner and controller of GIM and AFA. A few examples of this conduct:

7 a. Currently on GIM’s website, GIM promotes a webpage in which they
8 accuse these Cross-Complainants of having committed a crime and stealing. This webpage has
9 been posted on the website since at least August 30, 2022. On information and belief, Xu was
10 responsible and had authority over the posting of this defamatory webpage.

11 b. On March 15, 2022, Xu messaged an agent for One Pioneer and attempted
12 to have her quit her position by claiming that Song had committed “illegal acts” and divulged
13 business secrets.

14 c. In a Wechat Moments feed shared with all his contacts, James Ji, an agent
15 for SVI, claimed that these Cross-Complainants were accused of “crimes” and stealing. Xu
16 applauded the posting.

17 d. Likewise, Yufeng Liu, an agent from SVI, sent a message to an agent with
18 One Pioneer accusing One Pioneer and its executives and founders of having committed a crime.
19 Furthermore, and ominously, Liu states that the Complaint in this case was not filed to pursue the
20 case in-and-of itself, but rather as a lesson and warning to GIM and SVI’s own staff.

21 122. On information and belief, SVI, GIM, and AFA have instructed their sales teams
22 and agents to repeat and publicize these scurrilous defamatory accusations (the “Defamatory
23 Statements”) in chat groups, channels, and websites, including in anonymous postings on
24 www.chineseinla.com. This is all in an attempt to defame Cross-Complainants in the Asian
25 community and destroy their business prospects. This included a posting on the website in which
26 the anonymous poster provides a link to the initial complaint in this case and suggests that these
27 Cross-Complainants have committed crimes, stolen, and that they may cheat clients.

1 123. Each of the above-mentioned Defamatory Statements were untrue and were made
2 with the intention to harass and ruin these Cross-Complainants and with the knowledge that they
3 were untrue.

4 124. Cross-Defendants' publication of these false statements has the natural tendency
5 to injure these Cross-Complainants and, in fact, has injured these Cross-Complainants.

6 125. After Cross-Complainants demanded in writing that Cross-Defendants cease and
7 desist their wrongful conduct including making the false and defamatory representations
8 referenced above, Cross-Defendants nevertheless continued to make the false and unprivileged
9 Defamatory Statements in writings that were published in public forums to dissuade potential and
10 prospective clients from doing business with Cross-Complainants.

11 126. The Defamatory Statements contain libel per se as they allege that Cross-
12 Complainants were accused of "crimes." It also is defamatory on its face because it intentionally
13 and falsely disparages the quality of Cross-Complainants' reputation. Cross-Defendants made
14 each of these defamatory statements knowing of their falsehood and knowing that they were
15 defamatory without the necessity of any further explanatory matter.

16 127. The false and malicious statements tend to injure and did injure Cross-
17 Complainants in their occupation by damaging their reputation and deterring current or potential
18 clients from doing business with Cross-Complainants. The defamatory statements and the resulting
19 effects on Cross-Complainants current and potential clients prejudiced Cross-Complainants in the
20 conduct of their business and harmed their reputation.

21 128. Cross-Defendant's defamatory statements have caused Cross-Complainants to
22 suffer general and special damages in an amount to be proven at trial.

23 129. Cross-Complainants have no adequate remedy at law for the injuries currently
24 being suffered and/or which are threatened. Unless and until enjoined and restrained by order of
25 this Court, Cross-Defendants' wrongful conduct with regard to said defamatory statements will
26 cause great and irreparable injury to Cross-Complainants' business.

1 acts of intentional interference with Cross-Complainants' economic relationships will cause great
2 and irreparable injury to Cross-Complainants' business.

3 147. Cross-Defendants' conduct was malicious, fraudulent, oppressive, and/or done
4 with a reckless disregard for the right of all Cross-Complainants, thus giving rise to punitive
5 damages.

6 148. Cross-Defendants acted and conspired with each other to launch the above-
7 referenced smear campaign and intentional interference, and each are liable for each other's
8 conduct. Cross-Defendants each knew that the foregoing conduct constituted wrongful and
9 tortious conduct and each of them, provided substantial assistance or encouragement to, and were
10 substantial factors in, one another committing the tortious acts described above.

11 **SIXTEENTH CAUSE OF ACTION**

12 (Unfair Business Practices - BUS. & PROF. CODE SECTION 17200)

13 (All Cross-Complainants Against All Cross-Defendants and Roes 1-50)

14 149. Cross-Defendants hereby incorporate and reallege paragraphs 1-148 as though fully
15 set forth herein.

16 150. Based on the facts set forth above, Cross-Defendants, and each of them, have
17 engaged in unlawful, unfair and/or fraudulent business practices in violation of California Business
18 and Professions Code Sections 17200, et. seq.

19 151. As a direct and proximate result of said acts, Cross-Complainants have suffered
20 economic losses, and Cross-Defendants, and each of them, have been enriched unjustly, such that
21 Cross-Complainants are entitled to restitution for all amounts unfairly gained by said unfair
22 competition, as well as all other remedies available pursuant to Business and Professions Code
23 Section 17200.

24 **PRAYER FOR RELIEF**

25 WHEREFORE, Cross-Complainants pray for the following relief:

- 26 1. General, actual and compensatory damages according to proof, including but not
27 limited to unpaid wages;
- 28 2. Special damages according to proof;

- 1 3. Consequential and/or incidental damages according to proof;
2 4. Punitive and/or exemplary damages according to proof;
3 5. Restitution, profits and/or other remedies available under Bus. & Prof. Code
4 Section 17200;
5 6. Enjoin Cross-Defendants from publishing the non-privileged defamatory
6 statements;
7 7. Prejudgment interests at the maximum legal rate;
8 8. Reasonable attorneys' fees and cost as authorized by statute;
9 9. All other further relief as the Court may deem appropriate in the interests of justice.
10

11 Dated: December 19, 2022

THE LOVELL FIRM, P.C.

12 By: Tre Lovell
13 Tre Lovell
14 Counsel for Defendants/Cross-Complainants
15 Dandan Song, Peiran Li, One Pioneer, LLC,
16 Yigang Li, Hongyan Shan, Atlas Creative
17 Group, LLC, Chunyan Ren, Shuxun Li, Lishi
18 Ji, Yuequan Cao, Gangming Liang, Jinfeng
19 Qiu, and Jennifer Wong

18 **DEMAND FOR JURY TRIAL**

19 Cross-Complainants hereby demand a trial by jury for all matters so triable.
20

21 Dated: December 19, 2022

THE LOVELL FIRM, P.C.

22 By: Tre Lovell
23 Tre Lovell
24 Counsel for Defendants/Cross-Complainants
25 Dandan Song, Peiran Li, One Pioneer, LLC,
26 Yigang Li, Hongyan Shan, Atlas Creative
27 Group, LLC, Chunyan Ren, Shuxun Li, Lishi
28 Ji, Yuequan Cao, Gangming Liang, Jinfeng
Qiu, and Jennifer Wong

1 **PROOF OF SERVICE**

2 ***Golden Ivy Marketing, et al. v. Dandan Song, et al.,***
3 **OCSC Case No. 30-2022-01266371-CU-BT-CJC**

4 I am a citizen of the United States and a resident and employed in Century City,
5 California. I am over the age of eighteen years and not a party to the within action. My business
6 address is 1875 Century Park East, Ste. 1490, Century City, CA 90067.

7 On December 19, 2022, I served the following documents,

8 **CROSS-COMPLAINT AND DEMAND FOR JURY TRIAL**

9 on the parties listed below as follows:

10 Tommy SF Wang
11 twang@thewangiplaw.com
12 Zhen Yang (Tommy) Pan
13 tpan@thewangiplaw.com
14 WANG IP LAW GROUP, P.C.
15 18645 E. Gale Ave., Ste # 205
16 City of Industry, CA 91748
17 Telephone: 626-269-6753
18 Facsimile: 888-827-8880
19 Counsel for Plaintiffs Golden Ivy Marketing
20 and American Financial Alliance Corp.

21 [X] By electronically filing with the Court and electronically serving true and correct copies of
22 the document on counsel of record listed above through DDS Legal.

23 [X] By transmitting the foregoing document via electronic email to the email addresses listed
24 above.

25 I declare under penalty of perjury under the laws of the State of California that the above
26 is true and correct.

27 Executed on December 19, 2022 at Los Angeles, California.

28 

Tre Lovell