Todd Densen
LOEB & LOEB LLP
10100 Santa Monica Boulevard
Suite 2200
Los Angeles, CA 90067
Telephone: 310.282.2000
Facsimile: 310.282.2200
Email: tdensen@loeb.com

Counsel for Plaintiff,
RMJ Small Biz LLC

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA

LOS ANGELES DIVISION

RMJ Small Biz LLC,

Plaintiff,

vs.

Occams Advisory, Inc. and Anupam Satyasheel,

Defendants.

Case No. 2:25-CV-7956

COMPLAINT;

DEMAND FOR JURY TRIAL

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

INTRODUCTION

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

PARTIES

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

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

4. Satyasheel is an individual domiciled in California.

JURISDICTION AND VENUE

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

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

FACTUAL BACKGROUND

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

Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

30. Making matters worse, Occams then began trying to claw back commissions. Occams claimed it was entitled to reduce commissions owed to RMJ to pay attorneys that Occams engaged to provide legal services to process ERC applications. No provision in the Agreement, however, authorized this reduction. 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 SATYAHSHEEL)

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.

51. As the direct and proximate result of Occams' and Satyasheel's actions, RMJ has suffered damages in an amount to be proved at trial.

JURY DEMAND

RMJ demands a jury trial on all issues so triable.

WHEREFORE, RMJ prays that the Court:

A. Award damages to RMJ and against Occams and Satyasheel;

B. Award all available punitive and/or treble damages;

C. Award RMJ its attorneys' fees and costs; and

D. Award any and all further available relief at the Court's discretion.

Dated: August 25, 2025

LOEB & LOEB LLP

By: /s/ *Todd Densen*

Todd Densen
LOEB & LOEB LLP
10100 Santa Monica Boulevard
Suite 2200
Los Angeles, CA 90067
Telephone: 310.282.2000
Facsimile: 310.282.2200
Email: tdensen@loeb.com

Counsel for Plaintiff
RMJ Small Biz LLC

Of Counsel:

Tim Warnock
twarnock@loeb.com
Loeb & Loeb, LLP
35 Music Square East, Suite 310
Nashville, TN 37203
Telephone: (615) 749-8301
Facsimile: (615) 749-8308
Keane Barger
kbarger@loeb.com
Loeb & Loeb, LLP
901 New York Avenue NW, Suite 300 East
Washington, DC 20001
Telephone: (202) 618-5003
Facsimile: (202) 618-5001