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UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA

LOS ANGELES DIVISION

RMJ Small Biz LLC, a Tennessee limited liability company,

Plaintiff,

v.

Occams Advisory Inc., a Delaware Corporation, and Anupam Satyasheel, an individual,

Defendants.

Case No. 2:25-CV-7956

Hon. Serena R. Murillo

DEFENDANTS OCCAMS ADVISORY INC. AND ANUPAM SATYASHEEL'S ANSWER TO COMPLAINT

Complaint Filed: August 25, 2025
Complaint Served: November 7, 2025
Response Date: December 12, 2025

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Defendants Occams Advisory Inc. ("Occams") and Anupam Satyasheel ("Satyasheel"), by and through undersigned counsel, hereby answer Plaintiff RMJ Small Biz LLC's ("RMJ") Complaint, dated August 25, 2025 (the "Complaint"), as follows:

INTRODUCTION

1. Paragraph 1 contains a statement of the case and a legal conclusion to which no response is required. To the extent a response is required, Defendants deny the allegations in Paragraph 1.

PARTIES

2. Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 2, and therefore deny those allegations.

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

4. Defendants admit that Satyasheel is an individual domiciled in California.

JURISDICTION AND VENUE

5. Defendants admit that this Court has subject-matter jurisdiction over this action pursuant to 28 U.S.C. § 1332.

6. Defendants admit that Occams consented to personal jurisdiction and venue before this Court pursuant to the Affiliate Agreement. Defendants admit that Satyasheel resides in this District. The remainder of the allegations in Paragraph 6 contain legal conclusions to which no response is required. To the extent a response is required, Defendants deny the remainder of the allegations in Paragraph 6.

FACTUAL BACKGROUND

7. Defendants admit that Occams and RMJ entered into the Affiliate Agreement effective August 24, 2023. Defendants admit that Occams and

Satyasheel possess a copy of the Affiliate Agreement. Defendants deny the remainder of the allegations not specifically admitted.

8. Defendants admit that pursuant to the Affiliate Agreement, RMJ agreed to refer to Occams small businesses that may qualify for ERCs. Defendants admit that ERCs are refundable tax credits for eligible businesses and organizations that were impacted by the COVID-19 pandemic. Defendants deny the remainder of the allegations not specifically admitted.

9. Defendants admit that pursuant to the Affiliate Agreement, Occams agreed to provide services to assist the referred businesses with applying for and obtaining ERCs.

10. Defendants admit that pursuant to Section 6 of the Affiliate Agreement, Occams agreed to pay certain commissions to RMJ for completed sales. Defendants admit that due a dispute between CMB and RMJ over the third party representatives that sent leads for Occams to service, Occams notified CMB and RMJ that it would set aside any disputed commissions until such time as the dispute between CMB and RMJ was resolved." Defendants are without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 10, and therefore deny those allegations.

11. Defendants admit that Satyasheel negotiated the Affiliate Agreement on behalf of Occams in and around August and September 2023. Defendants admit that Mr. Satyasheel and Mr. Matlock had calls during this period and that Mr. Satyasheel promised to pay RMJ commissions for sales that could be traced back to third party representatives affiliated with RMJ.

12. Defendants admit that Occams works hard to create the impression that the company is reputable and can be trusted as a business partner. Defendants admit that Occams' website boasts recognition by the Financial Times, Fortune, and Inc. 5000. Defendants admit that Occams touts itself as having been recognized for its

excellence in product innovation, process innovation, and innovation culture. Defendants deny the remainder of the allegations not specifically admitted.

13. Defendants deny the allegations in Paragraph 13.

14. Defendants deny the allegations in Paragraph 14.

15. Defendants deny the allegations in Paragraph 15.

16. Defendants deny the allegations in Paragraph 16.

17. Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 17, and therefore deny those allegations.

18. Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 18, and therefore deny those allegations.

19. Defendants deny the allegations in Paragraph 19.

20. Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 20 pertaining to how RMJ compensates representatives, and therefore deny those allegations. Defendants deny the remainder of the allegations in Paragraph 20.

21. Defendants admit that Occams did not have contracts with RMJ's sales representatives and therefore do not owe money to those representatives. Paragraph 21 contains legal conclusions to which no response is required. To the extent a response is required, Defendants deny the allegations in Paragraph 21. Defendants deny the remainder of the allegations in Paragraph 21.

22. Defendants admit that pursuant to Section 13 of the Affiliate Agreement, Defendants promised not to recruit RMJ's representatives.

23. Defendants deny the allegations in Paragraph 23.

24. Defendants deny the allegations in Paragraph 24.

25. Paragraph 25 contains a legal conclusion to which no response is required. To the extent a response is required, Defendants deny the allegations in

Paragraph 25. Defendants are without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 25, and therefore deny those allegations.

26. Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 26, and therefore deny those allegations.

27. Defendants deny the allegations in Paragraph 27.

28. Defendants deny the allegations in Paragraph 28.

29. Defendants admit the RMJ demanded payment from Occams on multiple occasions. Defendants deny the remainder of the allegations in Paragraph 29.

30. Defendants admit that Occams told RMJ it was entitled to reduce commissions owed to RMJ to pay attorneys that Occams engaged to provide legal services to process ERC applications. Paragraph 30 contains a legal conclusion to which no response is required. To the extent a response is required, Defendants deny the allegations in Paragraph 30. Defendants deny the remainder of the allegations in Paragraph 30.

31. Defendants are without knowledge or information sufficient to form a belief as to the truth of whether RMJ's representatives remain unpaid or whether they completed their work "long ago," and therefore deny those allegations. Defendants deny the remainder of the allegations in Paragraph 31.

32. Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 32 as they relate to RMJ's relationships with its representatives and clients, RMJ's reputation, and what RMJ's representatives have or have not posted about RMJ and its agents on social media, and therefore deny those allegations. Defendants deny the remainder of the allegations in Paragraph 32.

COUNT I

BREACH OF CONTRACT

(AGAINST OCCAMS)

33. Defendants reallege and incorporate herein by reference each and every answer in the foregoing Paragraphs as though fully set forth herein.

34. Paragraph 34 contains a legal conclusion to which no response is required. To the extent a response is required, Defendants deny the allegations in Paragraph 34.

35. Paragraph 35 contains a legal conclusion to which no response is required. To the extent a response is required, Defendants deny the allegations in Paragraph 35.

36. Paragraph 36 contains a legal conclusion to which no response is required. To the extent a response is required, Defendants deny the allegations in Paragraph 36.

37. Defendants deny the allegations in Paragraph 37.

COUNT II

PROMISSORY ESTOPPEL

(AGAINST OCCAMS)

38. Defendants reallege and incorporate herein by reference each and every answer in the foregoing Paragraphs as though fully set forth herein.

39. Defendants admit that Occams promised to pay RMJ commissions for sales that could be traced back to third party representatives affiliated with RMJ.

40. Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 40, and therefore deny those allegations.

41. Defendants deny the allegations in Paragraph 41.

COUNT III

FRAUD AND MISREPRESENTATION

(AGAINST OCCAMS AND SATYASHEEL)

42. Defendants reallege and incorporate herein by reference each and every answer in the foregoing Paragraphs as though fully set forth herein.

43. Defendants admit that, in and around August and September 2023, Occams and Satyasheel promised to pay RMJ commissions in exchange for successful ERC customer referrals.

44. Defendants deny the allegations in Paragraph 44.

45. Defendants deny the allegations in Paragraph 45.

COUNT IV

INTERFERENCE WITH BUSINESS RELATIONSHIPS

(AGAINST OCCAMS AND SATYASHEEL)

46. Defendants reallege and incorporate herein by reference each and every answer in the foregoing Paragraphs as though fully set forth herein.

47. Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 47, and therefore deny those allegations.

48. Defendants deny the allegations in Paragraph 48.

49. Defendants deny the allegations in Paragraph 49.

50. Defendants deny the allegations in Paragraph 50.

51. Defendants deny the allegations in Paragraph 51.

JURY DEMAND

No response is required to RMJ's jury demand.

PRAYER FOR RELIEF

A. Defendants deny that RMJ is entitled to the relief sought in Prayer for Relief (A) or to any relief at all.

B. Defendants deny that RMJ is entitled to the relief sought in Prayer for Relief (B) or to any relief at all.

C. Defendants deny that RMJ is entitled to the relief sought in Prayer for Relief (C) or to any relief at all.

D. Defendants deny that RMJ is entitled to the relief sought in Prayer for Relief (D) or to any relief at all.

AFFIRMATIVE DEFENSES

Due to RMJ and CMB's ongoing dispute over the commissions at issue, Defendants have concurrently filed a counterclaim and third party complaint in interpleader, and have deposited the disputed funds with the Court. RMJ should therefore be enjoined from pursuing its Complaint against Defendants. Out of an abundance of caution, Defendants also assert the following affirmative defenses with respect to the claims alleged in the Complaint, without assuming the burden of proof where the burden of proof rests on RMJ. Defendants also hereby give notice that they intend to rely upon such other and further defenses as may become available or apparent during pretrial proceedings in this action and hereby reserves their right to amend this Answer and assert all such defenses.

FIRST AFFIRMATIVE DEFENSE

(Interpleader)

1. RMJ should be enjoined from pursuing its Complaint against Defendants due to the ongoing dispute between RMJ and CMB over the disputed commissions at issue in the Complaint. Defendants have concurrently filed a counterclaim and third party complaint in interpleader and are depositing the disputed funds to the Court therewith.

SECOND AFFIRMATIVE DEFENSE

(Failure to State a Claim)

2. The Complaint fails to state a claim upon which relief can be granted.

THIRD AFFIRMATIVE DEFENSE

(Unclean Hands)

3. RMJ's claims are barred, in whole or in part, by the doctrine of unclean hands.

FOURTH AFFIRMATIVE DEFENSE

(Laches)

4. RMJ's claims are barred, in whole or in part, by the doctrine of laches.

FIFTH AFFIRMATIVE DEFENSE

(Waiver, Bar & Estoppel)

5. By its conduct, RMJ waived and/or is barred and estopped from any recovery for the claims, relief and/or damages sought.

SIXTH AFFIRMATIVE DEFENSE

(Comparative Fault)

6. RMJ conducted itself so as to cause and contribute, in whole or in part, to the alleged damages, if any, sustained by RMJ. As a result thereof, RMJ's right to recover damages, if any, is barred or should be diminished to the extent that such damages were caused by the negligence or other legal fault of RMJ.

SEVENTH AFFIRMATIVE DEFENSE

(Conduct of Others)

7. The losses and damages alleged in the Complaint, if any, were proximately caused by the acts, omissions, and/or fault of persons or entities, including RMJ, CMB, and other non-parties other than Defendants, and no particular damages to RMJ were caused by any acts or omissions of Defendants.

EIGHTH AFFIRMATIVE DEFENSE

(Indemnity/Contribution)

8. As to each and every claim in the Complaint, Defendants are entitled to indemnification and contribution by apportionment against all parties, persons, or entities whose acts or omissions directly or proximately caused or contributed to

the breaches of contract alleged in RMJ's Complaint, or to the damages allegedly sustained by RMJ, if any, either as alleged in the Complaint or otherwise.

NINTH AFFIRMATIVE DEFENSE

(Assumption of Risk)

9. RMJ expressly and impliedly assumed the risk of all conduct, consequences, and damages alleged in RMJ's Complaint and is therefore barred and precluded from any recovery in this action.

TENTH AFFIRMATIVE DEFENSE

(Intervening & Superseding Acts)

10. Each and every claim in the Complaint is barred by the independent, intervening, illegal conduct, and/or superseding acts of RMJ, CMB, third-parties, or other parties or persons, without Defendants' participation, control, involvement, or knowledge.

ELEVENTH AFFIRMATIVE DEFENSE

(Statute of Limitations)

11. The Complaint, and its alleged claims, are barred and/or limited by the applicable statutes of limitations.

TWELFTH AFFIRMATIVE DEFENSE

(Offsets)

12. Should RMJ prevail and be awarded damages in this action, Defendants are entitled to an offset of such amounts (1) paid to or on behalf of RMJ by any Defendant, if any, (2) received by RMJ as a result of reimbursement or amount paid for by any insurance plan, or (3) received by RMJ from any entity or individual.

THIRTEENTH AFFIRMATIVE DEFENSE

(Failure to Mitigate)

13. RMJ failed to exercise reasonable care and diligence to avoid loss and minimize damages, and is barred from recovering any damages which could have been avoided by reasonable mitigation efforts.

FOURTEENTH AFFIRMATIVE DEFENSE

(Failure to Allege Fraud with Particularity)

14. RMJ has not set out its claim for fraud and the accompanying allegations with sufficient particularity to permit Defendants to raise all appropriate defenses, and thus Defendants reserve the right to add additional defenses as the factual bases for RMJ's alleged claim and allegations for fraud become known.

FIFTEENTH AFFIRMATIVE DEFENSE

(Avoidable Consequences)

15. RMJ's claims are barred by the doctrine of avoidable consequences.

SIXTEENTH AFFIRMATIVE DEFENSE

(No Proximate Cause)

16. The purported actions and breaches of Defendants were not a substantial factor in bringing about RMJ's alleged damages and, therefore, were not a proximate cause of any damages suffered by RMJ.

SEVENTEENTH AFFIRMATIVE DEFENSE

(Release)

17. This action, and all of RMJ's claims, are barred by RMJ's release of claims.

EIGHTEENTH AFFIRMATIVE DEFENSE

(Res Judicata/Collateral Estoppel)

18. The Complaint, and all of RMJ's claims and the issues therein, are barred in whole or in part by the doctrines of res judicata and collateral estoppel.

NINETEENTH AFFIRMATIVE DEFENSE

(Breach of Contract)

19. As a separate and distinct affirmative defense, Defendants allege that RMJ's claims are barred because RMJ failed to perform its obligations under the Affiliate Agreement, and because it breached the covenants of good faith and fair dealing implicit in the Affiliate Agreement.

TWENTIETH AFFIRMATIVE DEFENSE

(RMJ's Unauthorized Acts)

20. Upon information and belief, RMJ performed unauthorized acts in its provision of services under the Affiliate Agreement, and thus RMJ's claims for breach of the Affiliate Agreement are barred.

TWENTY-FIRST AFFIRMATIVE DEFENSE

(Lack of Intent)

21. RMJ's claims are barred, in whole or in part, because Defendants lacked the requisite intent.

TWENTY-SECOND AFFIRMATIVE DEFENSE

(Unjust Enrichment)

22. RMJ's claims are barred, in whole or in part, because RMJ would be unjustly enriched if allowed to recover any portion of the damages alleged in its Complaint.

TWENTY-THIRD AFFIRMATIVE DEFENSE

(No Damages)

23. RMJ is not entitled to any relief because Defendants' conduct did not proximately cause any damages, injury, or loss to RMJ.

RESERVATION OF RIGHTS

24. Defendants have insufficient knowledge or information upon which to form a belief as to whether they may have additional, as yet unstated, affirmative

defenses available, and reserve the right to assert such additional defenses in the event discovery, investigation, or analysis indicate the need for the same.

PRAYER FOR RELIEF

WHEREFORE, Defendants pray for judgment and relief as follows:

1. That RMJ takes nothing by reason of its Complaint;

2. That judgment be entered against RMJ and in favor of Defendants on all claims;

3. That Defendants recover all expenses, costs, and attorneys' fees in connection with this lawsuit; and

4. That the Court grant Defendants such other and further relief as it deems just and proper.

Dated: December 12, 2025

VENABLE LLP

By: David E. Fink
Witt W. Chang

Attorneys for Defendant/Counterclaimant/Third-Party Plaintiff Occams Advisory Inc.