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9 Attorneys for Plaintiffs,  
 10 JAMES N.H. SEAGRIM, STEPHEN  
 11 MATTHEW WALTER, ZETTA JET  
 12 PTE. LTD., and ZETTA JET USA, INC.

13  
 14 UNITED STATES DISTRICT COURT  
 15 CENTRAL DISTRICT OF CALIFORNIA

16 JAMES N.H. SEAGRIM,  
 17 STEPHEN MATTHEW WALTER,  
 18 ZETTA JET PTE. LTD., and  
 19 ZETTA JET USA, INC.

20 Plaintiffs,

21 vs.

22 GEOFFERY OWEN CASSIDY,  
 23 MIRANDA JUNE TANG (a/k/a JUNE  
 24 TANG KIM CHOO), and ASIA  
 25 AVIATION HOLDINGS PTE. LTD.

26 Defendant.

) Case No.: 2:17-cv-6648

) **COMPLAINT FOR:**

- ) **(1) Racketeer Influenced and Corrupt Organizations Act Violations**
- ) **(2) Intentional Misrepresentations (Fraud)**
- ) **(3) Concealment**
- ) **(4) False Promises**
- ) **(5) Conversion**
- ) **(6) Breaches of Fiduciary Duty**
- ) **(7) Abuses of Control**
- ) **(8) Corporate Waste**
- ) **(9) Unjust Enrichment**

) **DEMAND FOR JURY TRIAL**

1 By and through undersigned counsel, Plaintiffs JAMES N. H. SEAGRIM,  
2 STEPHEN MATTHEW WALTER, ZETTA JET PTE. LTD., and ZETTA JET USA,  
3 INC. hereby allege, upon facts known and information and belief, as follows:

4 **PARTIES**

5 1. Plaintiff JAMES N.H. SEAGRIM (hereinafter “JAMES SEAGRIM”) is a  
6 citizen of the United States who resides in California.

7 2. Plaintiff STEPHEN MATTHEW WALTER (“MATTHEW WALTER”) is  
8 a citizen of the United States who resides in California.

9 3. Plaintiff ZETTA JET PTE. LTD. (or “the company”) is a Singapore  
10 corporation with its principal place of business located at 700 West Camp Road #04-10  
11 JTC Aviation One@ Seletar Aerosp PK Singapore 797649.

12 4. Plaintiff ZETTA JET USA, INC. is a California corporation with offices  
13 located at 10676 Sherman Way, Burbank, California 91505.

14 5. Plaintiff ZETTA JET PTE. LTD. is a holding company that owns 100  
15 percent of the shares of Plaintiff ZETTA JET USA, INC.

16 6. Plaintiff JAMES SEAGRIM is a minority shareholder of ZETTA JET PTE.  
17 LTD.

18 7. Plaintiff MATTHEW WALTER is a minority shareholder of ZETTA JET  
19 PTE. LTD.

20 8. Defendant GEOFFERY OWEN CASSIDY (hereinafter “GEOFFERY  
21 CASSIDY”) is a citizen of the United States who resides at 3 Ardmore Park 20-01,  
22 Singapore 259950.

23 9. Defendant GEOFFERY CASSIDY has held himself out as Managing  
24 Director of ZETTA JET PTE. LTD.

25 10. Defendant MIRANDA JUNE TANG a/k/a JUNE TANG KIM CHOO  
26 (hereinafter “MIRANDA JUNE TANG”) resides at 3 Ardmore Park 20-01, Singapore  
27 259950.  
28

1 11. Defendant MIRANDA JUNE TANG has held herself out as Director of  
2 Human Resources of ZETTA JET PTE. LTD.

3 12. Defendants GEOFFERY CASSIDY and MIRANDA JUNE TANG are  
4 married.

5 13. Defendant ASIA AVIATION HOLDINGS LTD. PTE. is a Singapore  
6 corporation with its principal place of business located at 700 West Camp Road #04-10  
7 JTC Aviation One@ Seletar Aerosp PK Singapore 797649.

8 14. Defendants GEOFFERY CASSIDY and MIRANDA JUNE TANG own  
9 Defendant ASIA AVIATION HOLDINGS LTD. PTE.

10 **JURISDICTION AND VENUE**

11 15. Federal subject matter jurisdiction exists pursuant to 28 U.S.C. § 1331,  
12 because the conduct by Defendants is sufficient, if proven, to establish a claim pursuant  
13 to laws of the United States, including the Racketeer Influenced and Corrupt  
14 Organizations Act (or hereinafter “RICO”), 18 U.S.C. § 1961 *et seq.*

15 16. Federal subject matter jurisdiction exists pursuant to 28 U.S.C. § 1332(a)(3)  
16 because Plaintiffs JAMES SEAGRIM, MATTHEW WALTER and ZETTA JET USA,  
17 INC. are United States citizens domiciled in California, Defendant Geoffery Cassidy is a  
18 United States citizen residing abroad, and all “additional parties” are citizens of  
19 Singapore.

20 17. The amount in controversy exceeds \$75,000 (excluding interest and costs)  
21 because damages for the underlying claims (based on Defendants’ RICO violations,  
22 conversion of corporate funds, fraud and other torts) are valued conservatively at  
23 between \$20 million and \$90 million.

24 18. Venue is proper in this Court because *inter alia*: some of Defendants’  
25 illegal conduct occurred in Los Angeles County; Plaintiff MATTHEW WALTER  
26 resides in Los Angeles County; and Defendants’ illegal conduct economically disabled  
27  
28

1 Plaintiff ZETTA JET USA, INC., including the air charter operation in Los Angeles  
2 County.

3 **FACTUAL BACKGROUND**

4 19. On or about December 22, 2010, Plaintiffs JAMES SEAGRIM and  
5 MATTHEW WALTER incorporated Anglo American Jet Charter, Inc. in California.

6 20. On or about December 29, 2010, Anglo American Jet Charter, Inc.  
7 purchased another California corporation, Advanced Air Management, Inc.

8 21. On or about February 3, 2011, Advanced Air Management, Inc. issued a  
9 stock certificate for 2400 shares to Anglo American Jet Charter, Inc. (equaling 100  
10 percent of the issued and outstanding shares of Advanced Air Management, Inc.).

11 22. On or about October 1, 2011, a Qualified Subchapter-S Subsidiary Election  
12 became effective for Advanced Air Management, Inc.

13 23. Between 2010 and 2016, the charter jet business of Advanced Air  
14 Management, Inc. operated successfully and grew from a single aircraft operation to an  
15 operation involving ten jet aircraft.

16 24. In 2016, the name “Advanced Air Management, Inc.” was changed to  
17 ZETTA JET USA, INC. when the entity became a wholly owned subsidiary of ZETTA  
18 JET PTE. LTD.

19 25. Plaintiff JAMES SEAGRIM is a commercial pilot with experience  
20 managing charter aircraft operations, including maintenance of a charter aircraft fleet  
21 and management of crew.

22 26. Plaintiff JAMES SEAGRIM served as Director of Operations of Advanced  
23 Air Management, Inc. from 2010 to 2016; and he continued in that role after that entity’s  
24 2016 name change to ZETTA JET USA, INC.

25 27. Plaintiff MATTHEW WALTER specializes in sales of charter aircraft  
26 services, including development and management of relationships with clients who use  
27 charter aircraft services.  
28

1 28. Plaintiff MATTHEW WALTER served as Director of Sales of Advanced  
2 Air Management, Inc. from 2010 to 2016; and he continued in that role after that entity's  
3 2016 name change to ZETTA JET USA, INC.

4 29. On or about April 12, 2014, in Los Angeles County, Plaintiffs JAMES  
5 SEAGRIM and MATTHEW WALTER met Defendant GEOFFERY CASSIDY for the  
6 first time.

7 30. In communications with Plaintiffs JAMES SEAGRIM and MATTHEW  
8 WALTER, Defendant GEOFFERY CASSIDY misrepresented himself as a high wealth  
9 individual with business leadership experience who could provide capital and leadership  
10 that would grow Advanced Air Management, Inc. (later renamed ZETTA JET USA,  
11 INC.) into a profitable international private charter airline.

12 31. Effective on or about July 15, 2015, ZETTA JET PTE. LTD. was  
13 incorporated in Singapore.

14 32. On or about August 11, 2016, Anglo American Jet Charter, Inc. sold all  
15 issued and outstanding shares of Advanced Air Management, Inc. to ZETTA JET PTE.  
16 LTD., and Advanced Air Management, Inc. was subsequently renamed ZETTA JET  
17 USA, INC.

18 33. ZETTA JET PTE. LTD. owns 100 percent of the shares of its subsidiary  
19 ZETTA JET USA, INC., a California corporation.

20 34. Pursuant to Title 14 of the Code of Federal Regulations, Part 135, the  
21 Federal Aviation Administration ("FAA") issued an Air Carrier Certificate to ZETTA  
22 JET USA, INC. to conduct domestic and international charter flights.

23 35. All domestic and international air charter operations of ZETTA JET PTE.  
24 LTD. and/or ZETTA JET USA, INC. are conducted under the Air Carrier Certificate  
25 that the FAA issued to ZETTA JET USA, INC.

26 36. At the time of ZETTA JET PTE. LTD.'s incorporation in 2015: (1) 3334  
27 shares issued to Defendant ASIA AVIATION HOLDING PTE. LTD. (which is owned  
28

1 by Defendants GEOFFERY CASSIDY and MIRANDA JUNE TANG); (2) 3333 shares  
2 issued to Plaintiff JAMES SEAGRIM; and (3) 3333 shares issued to Plaintiff  
3 MATTHEW WALTER.

4 37. At the time of ZETTA JET PTE. LTD.'s incorporation in 2015, the  
5 company's the Board of Directors was comprised of: (1) Defendant GEOFFERY  
6 CASSIDY; (2) Defendant MIRANDA JUNE TANG; (3) Plaintiff JAMES SEAGRIM;  
7 and (4) Plaintiff MATTHEW WALTER.

8 38. In 2016, another person named Li Qi became the fifth member of ZETTA  
9 JET PTE. LTD.'s Board of Directors.

10 39. ZETTA JET PTE. LTD.'s Memorandum of Association provided that the  
11 company's Managing Director shall "receive such remuneration, whether by way of  
12 salary, commission, or participation in profits, or partly in one way and partly in another,  
13 as the directors may determine."

14 40. From the 2015 incorporation of ZETTA JET PTE. LTD. until at least  
15 August 2017, Defendant GEOFFERY CASSIDY held himself out as the company's  
16 "Managing Director."

17 41. While holding himself out as the company's "Managing Director,"  
18 Defendant GEOFFERY CASSIDY enriched himself without the knowledge or consent  
19 of Plaintiff JAMES SEAGRIM, Plaintiff MATTHEW WALTER, and Li Qi (three of the  
20 five members of the Board of Directors) and without the determination of the Board of  
21 Directors as a whole, by using company funds to purchase and/or renovate personal  
22 property including boats and related items valued conservatively at between \$3 million  
23 and \$10 million, such as a Maritimo M70 cruising motoryacht called the "Dragon Pearl"  
24 and a Couach cruising motoryacht called "Nyota."

25 42. While holding himself out as the company's "Managing Director,"  
26 Defendant GEOFFERY CASSIDY enriched himself without knowledge or consent of  
27 Plaintiff JAMES SEAGRIM, Plaintiff MATTHEW WALTER, and Li Qi (three of the  
28

1 five members of the Board of Directors) and without the determination of the Board of  
2 Directors as a whole, by using company funds to purchase and renovate real estate,  
3 including homes in France and Singapore.

4 43. While holding himself out as the company's "Managing Director,"  
5 Defendant GEOFFERY CASSIDY enriched himself without knowledge or consent of  
6 Plaintiff JAMES SEAGRIM, Plaintiff MATTHEW WALTER, and Li Qi (three of the  
7 five members of the Board of Directors) and without the determination of the Board of  
8 Directors as a whole, by using company funds to purchase at least three luxury  
9 automobiles in Singapore valued conservatively at between \$2 million and \$3 million.

10 44. While holding himself out as the company's "Managing Director,"  
11 Defendant GEOFFERY CASSIDY enriched himself, without knowledge or consent of  
12 Plaintiff JAMES SEAGRIM, Plaintiff MATTHEW WALTER, and Li Qi (who are  
13 members of the Board of Directors) and without the determination of the Board of  
14 Directors as a whole, by using company funds to host extravagant gatherings costing  
15 hundreds of thousands of dollars in restaurants, bars, and social clubs in global locations  
16 including Monaco, Los Angeles, and Macao.

17 45. While holding himself out as the company's "Managing Director,"  
18 Defendant GEOFFERY CASSIDY enriched himself, without knowledge or consent of  
19 Plaintiff JAMES SEAGRIM, Plaintiff MATTHEW WALTER, and Li Qi (three of the  
20 five members of the Board of Directors) and without the determination of the Board of  
21 Directors as a whole, by using company jets for personal transportation for himself and  
22 his friends to travel around the world without paying or otherwise reimbursing ZETTA  
23 JET PTE. LTD. or ZETTA JET USA, INC. for such services.

24 46. For example, without any payment or reimbursement, Defendant  
25 GEOFFERY CASSIDY used a company jet (including crew services, fuel, and other  
26 company assets) to transport himself and several friends from Singapore to Melbourne,  
27 Australia, on February 28, 2017, and to return to Singapore on March 2, 2017.  
28



1 47. For another example, in February 2017, Defendant GEOFFERY CASSIDY  
2 used a company jet (including crew services, fuel, and other company assets) to fly  
3 himself and a friend from Tokyo to Los Angeles, without any payment or  
4 reimbursement.

5 48. For another example, in May 2017, Defendant GEOFFERY CASSIDY  
6 used a company jet (including crew services, fuel, and other company assets) to fly  
7 himself to Nice, France without any payment or reimbursement; Defendant GEOFFERY  
8 CASSIDY made the trip to Nice, France to take possession of a new multi-million dollar  
9 motoryacht he purchased with misappropriated company funds.

10 49. The foregoing constitute just a few illustrative examples of the dozens of  
11 free flights that Defendant GEOFFERY CASSIDY wrongfully provided for himself and  
12 friends from approximately 2015 to 2017, without paying or otherwise reimbursing  
13 ZETTA JET PTE. LTD. or ZETTA JET USA, INC. for such services.

14 50. Conservatively, Defendant GEOFFERY CASSIDY has used company jets  
15 for such free transportation for himself and friends totaling at least 300 hours of flight  
16 time, by which (using the average company fee of \$10,000 per hour) he misappropriated  
17 at least \$3 million dollars of company assets.

18 51. In 2015 to present, defendant ZETTA JET PTE. LTD purchased seven  
19 Bombardier Global Express aircraft from a company called Jetcraft.

20 52. In Singapore, Jetcraft acts as a distributor of aircraft manufactured by  
21 Bombardier Aerospace Corporation (“Bombardier”).

22 53. From Jetcraft, ZETTA JET PTE. LTD has ordered five additional  
23 Bombardier aircraft for delivery in the fourth quarter of 2017 (two more Global Express  
24 model aircraft and three Challenger 650 model aircraft).

25 54. Defendant GEOFFERY CASSIDY made a secret deal with person(s) from  
26 Jetcraft from which Defendant GEOFFERY CASSIDY received an illegal kickback of  
27 approximately \$2 million from each aircraft purchase without knowledge or consent of  
28



1 Plaintiff JAMES SEAGRIM, Plaintiff MATTHEW WALTER and Li Qi (three of the  
2 five members of the Board of Directors) and without the determination of the Board of  
3 Directors as a whole, by which Defendant GEOFFERY CASSIDY has misappropriated,  
4 conservatively, between \$14 million and \$18 million dollars of company assets and/or  
5 opportunities.

6 55. The illegal, secret kickbacks that Defendant GEOFFERY CASSIDY took  
7 for his personal benefit from the aircraft acquisitions were not bona fide commissions  
8 because *inter alia*: he did not disclose the kickbacks to (but rather concealed them from)  
9 the company's Board of Directors; the kickbacks inflated the price the company paid to  
10 acquire the various aircraft; the kickbacks inflated the financing obligations of ZETTA  
11 JET PTE. LTD.; and the kickbacks continue to cause harm to this day.

12 56. Based on Defendant GEOFFERY CASSIDY's wrongful and illegal  
13 conduct (*e.g.*, using company funds for personal purchases, taking free transportation  
14 and kickbacks from aircraft acquisitions), Defendant GEOFFERY CASSIDY has  
15 wrongfully deprived ZETTA JET PTE. LTD. and/or ZETTA JET USA, INC. of at least  
16 \$20 million to \$30 million (hereinafter "the stolen \$20-30 million").

17 57. Defendant MIRANDA JUNE TANG knew of and/or participated in some  
18 or all of the above-alleged wrongful conduct by her husband (Defendant GEOFFERY  
19 CASSIDY); but Defendant MIRANDA JUNE TANG failed to prevent, report, and/or  
20 rectify such wrongful conduct, although she was duty-bound to do so because she herself  
21 a member of Plaintiff ZETTA JET PTE. LTD.'s Board of Directors.

22 58. Due to the loss of the stolen \$20-30 million, Plaintiff ZETTA JET PTE  
23 LTD. and ZETTA JET USA, INC. have suffered chronic and severe financial problems,  
24 as well as a loss of business reputation and goodwill that have resulted in further  
25 financial consequences, including higher business costs and lawsuits.

26 59. On or about February 26, 2016, Plaintiffs JAMES SEAGRIM and  
27 MATTHEW WALTER agreed to a Subscription Agreement that gave outside investor  
28

1 Truly Great Global Limited approximately 10 percent of the issued and outstanding  
2 shares of ZETTA JET PTE LTD. in exchange for a capital investment that funded (in  
3 part) deposits needed for Plaintiff ZETTA JET PTE. LTD.'s purchase of seven  
4 Bombardier Global Express aircraft.

5 60. Thereafter, Defendant GEOFFERY CASSIDY continued to misappropriate  
6 company funds and opportunities, thereby further depriving Plaintiff ZETTA JET PTE.  
7 LTD. and/or ZETTA JET USA, INC. of needed assets and worsening their financial  
8 condition.

9 61. Further, due to the loss of the stolen \$20-30 million and resultant financial  
10 consequences, ZETTA JET PTE. LTD. has needed to obtain outside capital.

11 62. In June 2017, Defendant GEOFFERY CASSIDY misrepresented to  
12 Plaintiffs JAMES SEAGRIM and MATTHEW WALTER that it was necessary to give  
13 up more of their ZETTA JET PTE. LTD. ownership to obtain an additional capital  
14 infusion from an outside investor.

15 63. In communications with Plaintiffs JAMES SEAGRIM and MATTHEW  
16 WALTER, Defendant GEOFFERY CASSIDY misrepresented that Plaintiff JAMES  
17 SEAGRIM, Plaintiff MATTHEW WALTER, and Defendant ASIA AVIATION  
18 HOLDINGS PTE. LTD. would each give up shares held by them in ZETTA JET PTE.  
19 LTD. equaling seven percent of the shares then issued and outstanding by the company  
20 (*i.e.*, 21 percent in total) in exchange for further investment by Truly Great Global  
21 Limited.  
22

23 64. However, in exchange for the further capital investment, Truly Great  
24 Global Limited had actually only requested 10 percent of the company's shares then  
25 issued and outstanding, not 21 percent as Defendant GEOFFERY CASSIDY had  
26 misrepresented to Plaintiffs JAMES SEAGRIM and MATTHEW WALTER.

27 65. Contrary to Defendant GEOFFERY CASSIDY's misrepresentations,  
28 Defendant ASIA AVIATION HOLDINGS PTE. LTD. did not contribute shares equal to

1 seven percent of the shares of ZETTA JET PTE. LTD. (or in fact any shares at all) to the  
2 2017 capital infusion deal with Truly Great Global Limited.

3 66. Instead, Defendants GEOFFERY CASSIDY and MIRANDA JUNE TANG  
4 took by deceit for their company Defendant ASIA AVIATION HOLDINGS PTE. LTD.  
5 two percent of ZETTA JET PTE. LTD.'s then issued and outstanding shares each from  
6 Plaintiffs JAMES SEAGRIM and MATTHEW WALTER (*i.e.*, took by deceit four  
7 percent total).

8 67. Defendant GEOFFERY CASSIDY also falsely represented to Plaintiffs  
9 JAMES SEAGRIM and MATTHEW WALTER that certain loan agreements precluded  
10 a situation in which Defendant GEOFFERY CASSIDY could own less than 30 percent  
11 of shares of ZETTA JET PTE. LTD.

12 68. The 2017 capital infusion transaction (which was needed due to  
13 Defendants' misappropriations of company assets and opportunities and related  
14 wrongful conduct) diluted the ownership interest of Plaintiff MATTHEW WALTER  
15 from approximately 30 percent to approximately 23 percent of shares of ZETTA JET  
16 PTE. LTD.

17 69. Further, due to the confusion caused by Defendant GEOFFERY  
18 CASSIDY's misrepresentations about the terms of the 2017 capital infusion deal, Truly  
19 Great Global Limited required an additional 10 percent of shares of ZETTA JET PTE.  
20 LTD. to complete the deal; and that 10 percent came from Plaintiff JAMES SEAGRIM's  
21 shares, which further diluted his ownership.

22 70. Thus, the 2017 capital infusion transaction (which was needed due to  
23 Defendants' misappropriations of corporate assets and opportunities and related  
24 wrongful conduct) diluted the ownership interest of Plaintiff JAMES SEAGRIM from  
25 approximately 33.3 percent to approximately 13 percent of shares of ZETTA JET PTE.  
26 LTD.  
27  
28

1 71. Thereafter, Plaintiff JAMES SEAGRIM, Plaintiff MATTHEW WALTER,  
2 and Li Qi learned of the above-alleged wrongful conduct by Defendants.

3 72. On August 17, 2017, a ZETTA JET PTE. LTD. Board of Directors meeting  
4 occurred in Hong Kong.

5 73. At the August 17, 2017 Board meeting, the following Board of Directors  
6 attended: (1) Defendant GEOFFERY CASSIDY; (2) Li Qi; (3) Plaintiff JAMES  
7 SEAGRIM; and (4) Plaintiff MATTHEW WALTER; but the fifth Director (Defendant  
8 MIRANDA JUNE TANG) did not attend the meeting.

9 74. At the August 17, 2017 meeting, a majority of the Board of Directors  
10 (Plaintiff JAMES SEAGRIM, Plaintiff MATTHEW WALTER, and Li Qi) voted to  
11 remove Defendant GEOFFERY CASSIDY from his purported position as “Managing  
12 Director” of ZETTA JET PTE. LTD.

13 75. At the August 17, 2017 meeting, a majority of the Board of Directors  
14 (Plaintiff JAMES SEAGRIM, Plaintiff MATTHEW WALTER, and Li Qi) voted to  
15 suspend Defendant MIRANDA JUNE TANG from her purported position as “Director  
16 of Human Resources” of ZETTA JET PTE. LTD.

17  
18 **FIRST CAUSE OF ACTION**

19 **Violations of the Racketeer Influenced and Corrupt Organizations Act (“RICO”)**

20 **All Plaintiffs v. All Defendants**

21 76. All of the foregoing allegations are incorporated by reference as if fully  
22 restated herein.

23 77. Defendants GEOFFERY CASSIDY, MIRANDA JUNE TANG, and ASIA  
24 AVIATION HOLDING PTE. LTD. conducted an enterprise through a pattern of  
25 racketeering activity that caused injury to the business and/or property of Plaintiffs  
26 JAMES SEAGRIM, MATTHEW WALTER, ZETTA JET PTE. LTD., and ZETTA JET  
27 USA, INC.  
28

1 78. Defendants GEOFFERY CASSIDY, MIRANDA JUNE TANG, and ASIA  
2 AVIATION HOLDING PTE. LTD. engaged in multiple predicate acts within a 10-year  
3 period including (but not limited to) wire fraud and interstate transportation of stolen  
4 property.

5 79. Defendants GEOFFERY CASSIDY, MIRANDA JUNE TANG, and ASIA  
6 AVIATION HOLDING PTE. LTD. derived income, either directly or indirectly, from a  
7 pattern of racketeering activity.

8 80. Defendants GEOFFERY CASSIDY, MIRANDA JUNE TANG, and ASIA  
9 AVIATION HOLDING PTE. LTD. directed and/or participated in the pattern of  
10 racketeering activity.

11 81. The enterprise engaged in, and/or had some effect on, interstate or foreign  
12 commerce.

13  
14 **SECOND CAUSE OF ACTION**

15 **Intentional Misrepresentations (Fraud)**

16 **All Plaintiffs v. Defendant Geoffery Cassidy**

17 82. All of the foregoing allegations are incorporated by reference as if fully  
18 restated herein.

19 83. Defendant GEOFFERY CASSIDY made false representations that harmed  
20 Plaintiffs JAMES SEAGRIM, MATTHEW WALTER, ZETTA JET PTE. LTD., and  
21 ZETTA JET USA, INC.

22 84. Defendant GEOFFERY CASSIDY misrepresented to Plaintiff JAMES  
23 SEAGRIM, Plaintiff MATTHEW WALTER and Li Qi that important facts were true,  
24 including (but not limited to): (a) that company funds and profits were going to the  
25 benefit of ZETTA JET PTE. LTD. and ZETTA JET USA, INC.; and (b) that ZETTA  
26 JET PTE. LTD. nonetheless required the 2017 capital infusion.

27 85. Defendant GEOFFERY CASSIDY also misrepresented to Plaintiffs  
28 JAMES SEAGRIM and MATTHEW WALTER that important facts were true,

1 including (but not limited to): (a) that Defendant ASIA AVIATION HOLDING PTE.  
2 LTD. would contribute seven percent of company shares to the 2017 capital infusion  
3 deal with Truly Great Global Limited; and (b) that Truly Great Global Limited, had  
4 requested 21 percent of the company's shares (when it had actually only requested 10  
5 percent) in the 2017 capital infusion deal.

6 86. Defendant GEOFFERY CASSIDY's representations were false.

7 87. Defendant GEOFFERY CASSIDY knew the representations were false  
8 when he made them, and/or made the representation recklessly and without regard for  
9 their truth.

10 88. Defendant GEOFFERY CASSIDY intended that Plaintiff JAMES  
11 SEAGRIM, Plaintiff MATTHEW WALTER, Plaintiff ZETTA JET PTE. LTD., Plaintiff  
12 ZETTA JET USA, INC., and Li Qi would rely on the representations.

13 89. Plaintiff JAMES SEAGRIM, Plaintiff MATTHEW WALTER, Plaintiff  
14 ZETTA JET PTE. LTD., ZETTA JET USA, INC. and Li Qi reasonably relied on  
15 Defendant GEOFFERY CASSIDY's misrepresentations.

16 90. As a result, Plaintiffs JAMES SEAGRIM, MATTHEW WALTER, ZETTA  
17 JET PTE. LTD., and ZETTA JET USA, INC. were harmed.

18 91. Plaintiffs' reliance on Defendant GEOFFERY CASSIDY's representations  
19 was a substantial factor in causing their harm.

### 20 **THIRD CAUSE OF ACTION**

#### 21 **Concealment**

#### 22 **All Plaintiffs v. Defendants Geoffery Cassidy and Miranda June Tang**

23 92. All of the foregoing allegations are incorporated by reference as if fully  
24 restated herein.

25 93. Plaintiffs JAMES SEAGRIM, MATTHEW WALTER, ZETTA JET PTE.  
26 LTD., and ZETTA JET USA, INC. were harmed because Defendants GEOFFERY  
27 CASSIDY and MIRANDA JUNE TANG concealed certain information.  
28

1 94. Defendants GEOFFERY CASSIDY and MIRANDA JUNE TANG stood in  
2 a fiduciary relationship with Plaintiff JAMES SEAGRIM, Plaintiff MATTHEW  
3 WALTER, and Li Qi, who were shareholders and/or fellow members of the Board of  
4 Directors of ZETTA JET PTE. LTD.

5 95. Defendant GEOFFERY CASSIDY stood in a fiduciary relationship with  
6 ZETTA JET PTE. LTD. as a member of the Board of Directors and Managing Director  
7 of the company.

8 96. Defendant MIRANDA JUNE TANG stood in a fiduciary relationship with  
9 ZETTA JET PTE. LTD. as a member of the Board of Directors and Director of Human  
10 Resources of the company.

11 97. Defendant GEOFFERY CASSIDY intentionally failed to disclose  
12 important facts to Plaintiffs JAMES SEAGRIM, MATTHEW WALTER, LI QI, ZETTA  
13 JET USA, INC., and/or ZETTA JET PTE. LTD. including (but not limited to): (a) that  
14 he was misappropriating corporate funds, assets, and opportunities; (b) that his wrongful  
15 conduct caused the company's financial crisis and resultant need for outside capital; (c)  
16 that he was lying about intending to contribute seven percent of ASIA AVIATION  
17 HOLDING PTE. LTD.'s shares in ZETTA JET PTE. LTD. to the 2017 capital infusion  
18 deal with Truly Great Global Limited; and/or (d) that Truly Great Global Limited had  
19 actually only requested 10 percent of the company's shares (not 21 percent) in the 2017  
20 capital infusion deal.  
21

22 98. Defendant GEOFFERY CASSIDY concealed such important facts by *inter*  
23 *alia*: lying in his communications with Plaintiffs; and removing (and/or directing others  
24 to remove) incriminating information from financial documents and other company  
25 records.

26 99. Defendant MIRANDA JUNE TANG intentionally failed to disclose  
27 important facts to Plaintiff JAMES SEAGRIM, Plaintiff MATTHEW WALTER,  
28 Plaintiff ZETTA JET PTE. LTD., and Plaintiff ZETTA JET USA, INC., and/or Li Qi



1 including (but not limited to): (a) that GEOFFERY CASSIDY was misappropriating  
2 corporate funds, assets, and opportunities; (b) that GEOFFERY CASSIDY's wrongful  
3 conduct caused the company's financial crisis and resultant need for outside capital; (c)  
4 that GEOFFERY CASSIDY was lying about intending to contribute seven percent of  
5 ASIA AVIATION HOLDING PTE. LTD.'s shares in ZETTA JET PTE. LTD. to the  
6 2017 capital infusion deal with Truly Great Global Limited; and/or (d) that Truly Great  
7 Global Limited had actually only requested 10 percent of the company's shares (not 21  
8 percent) in the 2017 capital infusion deal.

9 100. Plaintiffs did not know of the concealed facts.

10 101. Defendants intended to deceive Plaintiffs by concealing the facts.

11 102. Plaintiffs reasonably relied on Defendants' deception.

12 103. As a result, Plaintiffs were harmed.

13 104. Defendants' concealment was a substantial factor in causing harm to  
14 Plaintiffs.

15  
16 **FOURTH CAUSE OF ACTION**

17 **False Promises**

18 **All Plaintiffs v. Defendant Geoffery Cassidy**

19 105. All of the foregoing allegations are incorporated by reference as if fully  
20 restated herein.

21 106. Defendant GEOFFERY CASSIDY made false promises to Plaintiffs  
22 regarding the 2017 cash infusion deal with Truly Great Global Limited.

23 107. Plaintiffs were harmed because Defendant GEOFFERY CASSIDY made  
24 false promises.

25 108. Defendant GEOFFERY CASSIDY's false promises were important to the  
26 2017 cash infusion deal with Truly Great Global Limited.

27 109. Defendant GEOFFERY CASSIDY did not intend to perform his false  
28 promises when he made them.

1 110. Defendant GEOFFERY CASSIDY intended that Plaintiffs would rely on  
2 the false promises.

3 111. Plaintiffs reasonably relied on Defendant GEOFFERY CASSIDY's false  
4 promises.

5 112. Defendant GEOFFERY CASSIDY did not perform as he had promised.

6 113. As a result of defendant GEOFFERY CASSIDY's non-performance of his  
7 false promises, Plaintiffs were harmed.

8 114. Plaintiffs' reliance on Defendant GEOFFERY CASSIDY's false promises  
9 was a substantial factor in causing Plaintiffs' harm.

10 **FIFTH CAUSE OF ACTION**

11 **Conversion**

12 **All Plaintiffs v. All Defendants**

13 115. All of the foregoing allegations are incorporated by reference as if fully  
14 restated herein.

15 116. Defendants GEOFFERY CASSIDY, MIRANDA JUNE TANG, and ASIA  
16 AVIATION HOLDINGS PTE. LTD. wrongfully exercised control over personal  
17 property of Plaintiffs JAMES SEAGRIM, MATTHEW WALTER, ZETTA JET PTE.  
18 LTD., and ZETTA JET USA, INC.

19 117. Plaintiffs JAMES SEAGRIM and MATTHEW WALTER each owned at  
20 least 30 percent of the total shares of ZETTA JET PTE. LTD.

21 118. Plaintiffs ZETTA JET PTE. LTD. and ZETTA JET USA, INC. owned  
22 funds in bank accounts, aircraft, and other items of personal property.

23 119. Defendants GEOFFERY CASSIDY, MIRANDA JUNE TANG, and ASIA  
24 AVIATION HOLDINGS PTE. LTD. intentionally and substantially interfered with  
25 personal property owned by Plaintiffs JAMES SEAGRIM and MATTHEW WALTER  
26 by taking possession of shares of ZETTA JET PTE. LTD. by deceit and other wrongful  
27 means.  
28

1 120. Plaintiffs JAMES SEAGRIM and MATTHEW WALTER did not consent  
2 to such interference with their personal property.

3 121. Defendant GEOFFERY CASSIDY intentionally and substantially  
4 interfered with personal property owned by Plaintiffs ZETTA JET PTE. LTD. and  
5 ZETTA JET USA, INC. by *inter alia*: using company funds and assets for personal  
6 purchases and free transportation; taking illegal kickbacks of funds from aircraft  
7 acquisitions that rightfully belonged to the company; and destroying business goodwill  
8 and reputation.

9 122. Defendants MIRANDA JUNE TANG and ASIA AVIATION HOLDINGS  
10 PTE. LTD. intentionally and substantially interfered with personal property owned by  
11 Plaintiff ZETTA JET PTE. LTD. by *inter alia*: exercising control over funds gained  
12 from wrongful conduct including illegal kickbacks from aircraft acquisitions that  
13 rightfully belonged to the company.

14 123. Plaintiffs ZETTA JET PTE. LTD. and ZETTA JET USA, INC. did not  
15 consent to such interference with their personal property.

16 124. Plaintiffs JAMES SEAGRIM, MATTHEW WALTER, ZETTA JET PTE.  
17 LTD., and ZETTA JET USA, INC. were harmed by the interference with their personal  
18 property.

19 125. The conduct of Defendants GEOFFERY CASSIDY, MIRANDA JUNE  
20 TANG, and ASIA AVIATION HOLDINGS PTE. LTD. was a substantial factor in  
21 causing the harm suffered by Plaintiffs JAMES SEAGRIM, MATTHEW WALTER,  
22 ZETTA JET PTE. LTD., and ZETTA JET USA, INC.

23  
24 **SIXTH CAUSE OF ACTION**

25 **Breaches of Fiduciary Duty**

26 **Plaintiff Zetta Jet Pte. Ltd. v. All Defendants**

27 126. All of the foregoing allegations are incorporated by reference as if fully  
28 restated herein.

1 127. As a Director and Managing Director of ZETTA JET PTE. LTD.,  
2 Defendant GEOFFERY CASSIDY stood in a fiduciary relationship with the company,  
3 such that he owed duties to act in sound discretion and in the best interests of ZETTA  
4 JET PTE. LTD. and not to favor his own interests at the expense of ZETTA JET PTE.  
5 LTD. and its shareholders.

6 128. Defendant GEOFFERY CASSIDY breached his fiduciary duties to ZETTA  
7 JET PTE. LTD. by *inter alia*: misappropriating corporate funds, assets, and  
8 opportunities; using company funds and assets for personal purchases and transportation;  
9 and taking illegal kickbacks of funds from aircraft acquisitions that rightfully belonged  
10 to ZETTA JET PTE. LTD.

11 129. As a director of ZETTA JET PTE. LTD., Defendant MIRANDA JUNE  
12 TANG stood in a fiduciary relationship with the company, such that she owed duties to  
13 act in sound discretion and in the best interests of ZETTA JET PTE. LTD. and not to  
14 favor her own interests at the expense of ZETTA JET PTE. LTD. and its shareholders

15 130. Defendant MIRANDA JUNE TANG breached her fiduciary duties by *inter*  
16 *alia* knowingly aiding, encouraging, cooperating and/or participating in, and  
17 substantially assisting her husband, Defendant GEOFFERY CASSIDY, in the breaches  
18 of his fiduciary duties.

19 131. Defendant ASIA AVIATION HOLDINGS PTE. LTD. stood in a fiduciary  
20 relationship with ZETTA JET PTE. LTD, such that it owed duties to act in sound  
21 discretion and in the best interests of ZETTA JET PTE. LTD. and not to favor its own  
22 interests at the expense of ZETTA JET PTE. LTD. and other shareholders.

23 132. Defendant ASIA AVIATION HOLDINGS PTE. LTD. breached its  
24 fiduciary duties by *inter alia* knowingly aiding, encouraging, cooperating and/or  
25 participating in, and substantially assisting Defendant GEOFFERY CASSIDY in the  
26 breaches of his fiduciary duties.  
27  
28

1 133. The wrongful conduct alleged herein was not due to honest error in  
2 judgment, but was rather due to Defendants GEOFFERY CASSIDY's, MIRANDA  
3 JUNE TANG's and ASIA AVIATION HOLDINGS PTE. LTD.'s gross  
4 mismanagement, bad faith and/or reckless disregard of the rights and interests of  
5 ZETTA JET PTE. LTD. and its shareholders.

6 134. As a result of the foregoing, Defendants GEOFFERY CASSIDY,  
7 MIRANDA JUNE TANG, and ASIA AVIATION HOLDINGS PTE. LTD. have  
8 participated in harming Plaintiff ZETTA JET PTE. LTD.

9 135. As a result of breaches of fiduciary duties by Defendants GEOFFERY  
10 CASSIDY, MIRANDA JUNE TANG, and ASIA AVIATION HOLDINGS PTE. LTD.,  
11 Plaintiff ZETTA JET PTE. LTD. has sustained and will continue to sustain harms for  
12 which it has no adequate remedy at law.

13  
14 **SEVENTH CAUSE OF ACTION**

15 **Abuses of Control**

16 **Plaintiff Zetta Jet Pte. Ltd. v. All Defendants**

17 136. All of the foregoing allegations are incorporated by reference as if fully  
18 restated herein.

19 137. Due to his position as Managing Director and financial holdings in ZETTA  
20 JET PTE. LTD., Defendant GEOFFERY CASSIDY exercised control over ZETTA JET  
21 PTE. LTD. and its operations, and owed fiduciary duties not to use his position of  
22 control within ZETTA JET PTE. LTD. for his own personal interests and contrary to the  
23 interests of ZETTA JET PTE. LTD. and other shareholders.

24 138. Defendant GEOFFERY CASSIDY'S conduct amounts to an abuse of his  
25 control of ZETTA JET PTE. LTD., in violation of his fiduciary obligations.

26 139. Defendant MIRANDA JUNE TANG breached her fiduciary duties by  
27 knowingly aiding, encouraging, cooperating, participating in, concealing, and/or  
28

1 substantially assisting her husband, Defendant GEOFFERY CASSIDY, in the breaches  
2 of his fiduciary duties, including his abuses of control.

3 140. Defendant ASIA AVIATION HOLDINGS PTE. LTD. breached its  
4 fiduciary duties by knowingly aiding, encouraging, cooperating, participating in,  
5 concealing, and/or substantially assisting Defendant GEOFFERY CASSIDY in the  
6 breaches of his fiduciary duties, including his abuses of control.

7 141. As a result of the abuses of control by Defendants GEOFFERY CASSIDY,  
8 MIRANDA JUNE TANG, and ASIA AVIATION HOLDINGS PTE. LTD., Plaintiff  
9 ZETTA JET PTE. LTD. has sustained and will continue to sustain damages and injuries  
10 for which it has no adequate remedy at law.

11 **EIGHTH CAUSE OF ACTION**

12 **Corporate Waste**

13 **Plaintiff Zetta Jet Pte. Ltd. v. All Defendants**

14 142. All of the foregoing allegations are incorporated by reference as if fully  
15 restated herein.

16 143. As alleged in detail, Defendant GEOFFERY CASSIDY had a fiduciary  
17 duty to exercise good faith and diligence in the administration of the affairs of ZETTA  
18 JET PTE. LTD. and in the use and preservation of its property and assets, and the  
19 highest obligation of fair dealing.

20 144. Defendant GEOFFERY CASSIDY wasted corporate assets by *inter alia*:  
21 misappropriating corporate funds, assets, and opportunities; using company funds and  
22 assets for personal purchases and transportation; and taking illegal kickbacks of funds  
23 from aircraft acquisitions that rightfully belonged to ZETTA JET PTE. LTD.

24 145. Defendant MIRANDA JUNE TANG breached her fiduciary duties by  
25 knowingly aiding, encouraging, cooperating, participating in, concealing, and/or  
26 substantially assisting her husband, Defendant GEOFFERY CASSIDY, in the breaches  
27 of his fiduciary duties, including his corporate waste.  
28

1 146. Defendant ASIA AVIATION HOLDINGS PTE. LTD. breached its  
2 fiduciary duties by knowingly aiding, encouraging, cooperating, participating in,  
3 concealing, and/or substantially assisting Defendant GEOFFERY CASSIDY in the  
4 breaches of his fiduciary duties, including his corporate waste.

5 147. As a result of the corporate waste by Defendants GEOFFERY CASSIDY,  
6 MIRANDA JUNE TANG, and ASIA AVIATION HOLDINGS PTE. LTD., Plaintiff  
7 ZETTA JET PTE. LTD. has sustained and will continue to sustain harms for which it  
8 has no adequate remedy at law.

9  
10 **NINTH CAUSE OF ACTION**

11 **Unjust Enrichment**

12 **Plaintiff Zetta Jet Pte. Ltd. v. All Defendants**

13 148. All of the foregoing allegations are incorporated by reference as if fully  
14 restated herein.

15 149. As alleged herein, Defendants GEOFFERY CASSIDY, MIRANDA JUNE  
16 TANG, and ASIA AVIATION HOLDINGS PTE. LTD. breached fiduciary duties owed  
17 to ZETTA JET PTE. LTD. and its shareholders, and Defendants are therefore not  
18 justified to retain benefits conferred upon them.

19 150. From their wrongful conduct detailed herein, Defendants GEOFFERY  
20 CASSIDY, MIRANDA JUNE TANG, and ASIA AVIATION HOLDINGS PTE. LTD.  
21 derived compensation, kickbacks and other benefits from ZETTA JET PTE. LTD. and  
22 were otherwise unjustly enriched to the detriment of ZETTA JET PTE. LTD.

23 151. Defendants GEOFFERY CASSIDY, MIRANDA JUNE TANG, and ASIA  
24 AVIATION HOLDINGS PTE. LTD. accepted the benefits of their wrongful conduct  
25 under such circumstances that it would be inequitable for them to retain such benefits  
26 without payment.

27 152. As a result of breaches of the unjust enrichment of Defendants GEOFFERY  
28 CASSIDY, MIRANDA JUNE TANG, and ASIA AVIATION HOLDINGS PTE. LTD.,



1 Plaintiff ZETTA JET PTE. LTD. has sustained and will continue to sustain harms for  
2 which it has no adequate remedy at law.

3  
4 **NOTICE PURSUANT TO FED.R.CIV.P. 44.1**

5 153. Pursuant to Rule 44.1 of the Federal Rules of Civil Procedure, Plaintiffs  
6 hereby give notice that they may raise issues concerning the laws of a foreign country.

7  
8 WHEREFORE, Plaintiffs pray for judgment as set forth hereinafter:

- 9  
10 i. For actual damages according to proof at trial;  
11 ii. For compensatory damages;  
12 iii. For restitution, disgorgement of all illicit proceeds generated as a result of  
13 the wrongful conduct alleged herein;  
14 iv. For punitive and exemplary damages;  
15 v. For treble damages;  
16 vi. For attorneys fees;  
17 vii. For costs of suit;  
18 viii. For appropriate equitable relief, including any injunctive or declaratory  
19 relief;  
20 ix. For pre-judgment interest; and  
21 x. For such other and further relief as this Court may deem just and proper.

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1 Dated: September 8, 2017

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