

IN THE CIRCUIT COURT OF THE 17TH  
JUDICIAL CIRCUIT IN AND FOR  
BROWARD COUNTY, FLORIDA

PHILLIP A. PICCOLO, JR., KEVIN DALTON  
JOHNSON, PAUL MORRIS, and K.F.I.  
SOFTWARE,

CASE NO. \_\_\_\_\_

Plaintiffs,

v.

ARMEN A. TEMURIAN, VISTA  
TECHNOLOGIES LLC, VISTA NETWORK  
LLC,

Defendants.

**COMPLAINT**

Plaintiffs Phillip A. Piccolo, Jr. ("Piccolo") Kevin Dalton Johnson ("Johnson"), Paul Morris ("Morris"), and K.F.I. Software ("K.F.I.") (collectively, the "Plaintiffs") sue defendants Armen A. Temurian ("Temurian"), Vista Technologies LLC ("Vista Technologies"), and Vista Network LLC ("Vista Network") (collectively, the "Defendants"), and allege as follows:

**PARTIES, JURISDICTION, AND VENUE**

1. This Court has subject matter jurisdiction over this case in that it is an action at law where the amount in controversy exceeds the sum of \$15,000.00, exclusive of interest, costs, and attorneys' fees.
2. Piccolo is an individual who is a citizen of the State of Florida and who resides in Broward County, FL.
3. Johnson is an individual who is a citizen of the State of Florida and who resides in Broward County, FL.
4. Morris is an individual who is a citizen of the State of Florida and who resides in

Broward County, FL.

5. K.F.I. is a Florida common law partnership consisting of Johnson and Piccolo.
6. Temurian is an individual who is a citizen of the State of California and who resides in Los Angeles County, CA
7. Vista Technologies is a limited liability company organized and existing under the laws of the State of California. Temurian and Plaintiffs are the members of Vista Technologies.
8. Vista Network is a limited liability company organized and existing under the laws of the State of California. Temurian and Plaintiffs are the members of Vista Network.
9. This Court has jurisdiction over Defendants pursuant to Fla. Stat. § 48.193.
10. Venue of this action is proper in this Court because the causes of action asserted herein accrued in this county.

### **BACKGROUND**

11. Vista Technologies and Vista Network collectively operate as a multi-level marketing (“MLM”) company that is controlled by Temurian.
12. In late-November 2017, Piccolo and Johnson were introduced to Temurian during a telephone conference call. At the time, Temurian expressed interest in the MLM software set that Johnson had developed over the course of fifteen years at costs that exceed more than \$3.5 million to date. Temurian, Johnson, and Piccolo discussed the framework of an agreement whereby Johnson/Piccolo would modify Johnson’s software platform to fit Vista Technologies’ needs, a joint venture/partnership would be formed with Temurian and Vista Technologies, and Piccolo/Johnson would contribute their own ‘Travelada’ business and contacts to that joint venture/partnership.

13. Thereafter, the parties began working together toward development of a written agreement that would reflect the understanding that Temurian had awarded an ownership interest in Vista Technologies/Vista Network as a result of Piccolo/Johnson's contribution of their software system to the project.

14. On January 22, 2018, Temurian sent Johnson an e-mail noting that he was "pleased to have finalized our Agreement" and which attached a nine (9) page draft agreement for the parties' review and signature. Among other terms, that draft agreement names Morris as Vista Technologies' Chairman of the Advisory Board, Johnson as the Chief Technology Officer of Vista Technologies, and Piccolo as an "Executive." Temurian's draft agreement further references a "software license" and provides Piccolo and Johnson a 10% non-dilutable ownership interest in Vista Technologies.

15. Following some back and forth and revisions between the parties, a fully-executed written agreement (the "Agreement") was ultimately sent via e-mail by Temurian on January 30, 2018. A true and correct copy of Temurian's e-mail attaching the Agreement is attached hereto as Exhibit "A." That e-mail specifically states that "[w]ith this agreement we become partners...." and "I'm proud to call you our Partners." In addition to other terms, the signed agreement (which although sent on January 30, 2018 is in actuality dated January 26, 2018) recognizes that Piccolo/Johnson had already been awarded a 10% ownership interest in Vista Technologies and that Morris had already been awarded a 1% ownership interest in Vista Technologies (which Temurian himself suggested as a result of Morris' contributions to the project).

16. In late January 2018, Piccolo/Johnson began pushing for Vista Technologies to provide them the existing data from its then-current MLM software provider and information

regarding the legacy payments that would need to be made to all the existing affiliates (persons who had deposited cryptocurrency with Vista Technologies upon promises of money being doubled in 80 days). After many requests to provide such, Vista Technologies decided to just provide Johnson with access to the existing MLM software. At no time did Vista Technologies indicate to Johnson that the data within its existing software was somehow confidential/proprietary or request that he treat it as such. Nobody at Vista Technologies ever mentioned confidentiality with respect to this data or asked that any of the Plaintiffs sign any type of document restricting use/disclosure of the data.

17. Once Vista Technologies provided access to the data, Johnson downloaded the existing affiliate base and began working with the data. During this period, it was discovered that the existing line of sponsorship and MLM compensation plan structures were full of orphaned records making it practically impossible to decipher the line of sponsorship and existing compensation plan structures. After hundreds of hours of working with that data, Johnson and his software team were finally able to fix the orphaned records and rebuild the structures. Much to their frustration, no help or input was provided by Vista Technologies in order to accomplish this.

18. Plaintiffs' customer/sales data was imported into the Back Office software and combined with Piccolo/Johnson's existing contacts/sales data. As a result, the database of contacts/sales data within the Back Office represents a combination of information provided from both Plaintiffs and Piccolo/Johnson. The lists were merged/combined pursuant to the parties' joint venture/partnership agreement as Temurian, Piccolo, and Johnson each believed the lists would benefit each other's respective businesses.

19. Around this time, Vista Technologies began providing the data for the legacy

payments that were to be made to the existing affiliates. This data was also incomplete and required Johnson/Piccolo to spend many more hours to clean the data and find a solution to the issues.

20. In early February, Vista Technologies also provided access to its AlfaCoins merchant account so that Johnson/Piccolo could begin interfacing the account to their internal shopping cart for purchases and virtual ledger system for payouts from the system. Upon logging into the AlfaCoins account, it was discovered that Vista Technologies had collected more than \$12 million of cryptocurrency to date but only a fraction of those amounts remaining in the AlfaCoins merchant account (less than \$100,000 in cryptocurrencies).

21. In mid-February 2018, Johnson/Piccolo launched the new front-end website. In late February, Johnson/Piccolo launched the Back Office and began making legacy payments. At this time hundreds of affiliates came forward indicating the data Vista Technologies had provided with regards to the legacy payments was not correct. After repeated attempts to have Vista Technologies deal with this to no avail, Johnson/Piccolo decided to handle the issues and credit any affiliates with the amount owed after researching the orders in the system and within the previous MLM software providers system. Johnson/Piccolo researched and resolved issues on around 500 existing legacy accounts, resulting in more amounts being due to the existing affiliates than that which was originally reported by Vista Technologies.

22. In the later part of February 2018, Johnson/Piccolo launched the full back office website with the ability to purchase products and services along with real time commissions and payments.

23. To this point and continuing for the next month, Defendants were grossly delinquent in their obligations under the parties' January 26, 2018 agreement. Vista

Technologies had agreed to deposit and trade on 8 Bitcoin for Piccolo/Johnson's benefit and – based on its supposedly proprietary trading algorithm – had guaranteed payment of 2.5% (equal to .20 Bitcoin) per day (based on a 5-day, Monday – Friday week) for perpetuity. Defendants only complied with this obligation on a few of the required days.

24. Defendants agreed to provide \$100,000.00 in digital cryptocurrency to begin trading for the benefit of Piccolo/Johnson and agreed to a 2% penalty for any day that Vista Technologies did not trade these coins on their behalf. Vista Technologies never provided the cryptocurrency, never traded on Piccolo/Johnson's behalf, and never paid the 2% penalty in connection therewith.

25. By late March 2018, Vista Technologies' unpaid financial obligation to Johnson/Piccolo grew to several hundred thousand dollars with no sign from Vista Technologies that it would ever begin compliance with the January 26, 2018 agreement.

26. Further, Temurian had asked Morris (who is well known in the MLM industry) to host several informational/marketing conference calls to discuss Vista Technologies' products and services. Morris paid for these conference lines out of his own pocket and, despite representations otherwise by Temurian, Morris was never reimbursed for any of these expenses.

27. With little hope in sight and an ever-increasing suspicion that Piccolo/Johnson were being used to facilitate a Ponzi scheme, they agreed to a meeting in Florida on March 29, 2018. Both Temurian and his girlfriend (Houry Tartarian) attended that meeting. They accused Johnson at that time of misappropriating Vista Technologies' cryptocurrency (which was untrue).

28. At the same time, Piccolo and Johnson confronted Temurian about Defendants' multiple breaches under the January 26, 2018 written agreement and demanded to know when

Defendants would catch up on their payment obligations.

29. Following the March 29, 2018 meeting, Johnson/Piccolo continued to make demands to Defendants to comply with the terms of the January 26, 2018 agreement and stated multiple times that they would be forced to disable the Back Office software and the website that had built absent payment. These demands largely went ignored and Defendants failed to pay any of the hundreds of thousands of dollars that were owed.

30. As a result, on or about April 18, 2018, Piccolo/Johnson disabled Defendants' access to the Back Office software and the front-end website that Johnson had built as they were no longer willing to continue supporting Defendants without the contractual payments due under the January 26, 2018 agreement.

31. Although Temurian and the other co-founders of Vista Technologies and Vista Network granted Plaintiffs an ownership interest in Vista Technologies and Vista Network (and all of its current and future direct and indirect entities), Temurian has refused to recognize that ownership interest, has Plaintiff from voting and other membership decisions, and has paid profit distributions, salaries, and personal expenses from Vista Technologies, Vista Network, and related entities without ever accounting for Plaintiff's 10% ownership interest.

32. The Agreement specifically identifies certain of these "current and future direct and indirect entities" as follows: Vista Technologies USA Inc., RPM Vista, Vista Network, Vista Assets, Vista Pool, Vista Exchange, Vista Coin, Alexa Coin, Higher.org, and InvexCoin.com.

33. On or about October 17, 2018, Vista Technologies' and Vista Network's predecessor (Vista Network Technologies USA) spun off into two entities: Vista Technologies (which is responsible for technology development and ownership of intellectual property) and Vista Network (which operates the MLM business and sells the products owned/developed by

Vista Technologies. Vista Network is within the meaning of “current and future direct and indirect entities” to which the Agreement applies.

34. “Higher.org” is a social network platform that Temurian and/or Vista Technologies purchased for approximately \$30,000.00 and which Temurian estimates is worth significantly more today. Given that Higher.org is specifically referenced in the Agreement, it is certainly within the meaning of “current and future direct and indirect entities” as used therein.

35. “InvexCoin.com” is a cryptocurrency exchange that Temurian recently established/registered as a Mexican entity. Upon information and belief, Temurian is the sole owner of the InvexCoin.com entity. Given that InvexCoin.com is specifically referenced in the January 26, 2018 agreement, it is certainly within the meaning of “current and future direct and indirect entities” as used therein.

36. On or about November 9, 2018, Defendants initiated a lawsuit against Plaintiffs (and others) in the United States District Court for the Southern District of Florida (Case No. 0:18-cv-62737) (the “Federal Lawsuit”).

37. The Complaint in the Federal Lawsuit asserted more than a dozen causes of action against Plaintiffs and the other defendants therein for various ‘schemes’ and alleged breaches of contracts. This included allegations that Plaintiffs converted/misappropriated client data/cryptocurrency, that Plaintiffs breached the Agreement as well as an alleged oral agreement, that the Plaintiffs interfered in Defendants’ business, etc.

38. Plaintiffs denied Defendants’ allegations in the Federal Lawsuit.

39. Defendants’ claims in the Federal Lawsuit (other than a single claim for trademark infringement asserted against a non-party hereto) were dismissed for lack of subject matter jurisdiction.

40. All conditions precedent to the filing of this action have been performed, occurred, or been waived

## **CAUSES OF ACTION**

### **COUNT ONE – DECLARATORY JUDGMENT**

41. Plaintiffs re-allege and incorporate by reference paragraphs 1 through 40 as if fully alleged herein.

42. Per their allegations in the Federal Lawsuit, Defendants contend that Plaintiffs participated in a variety of ‘schemes’ involving the conversion of cryptocurrency, the conversion of customer information, the sale/shipment of various ‘Mini Miner’ products, etc.

43. Plaintiffs deny Defendants’ allegations in the Federal Lawsuit and contend that Defendants filed the Federal Lawsuit solely to deflect growing attention from Defendants’ commission of securities fraud and loss of approximately \$12 - \$13 million in customer investments.

44. There is an actual, present and justiciable controversy between the parties concerning Defendants’ allegations that Plaintiffs participated in the above-described ‘schemes’ at issue in this lawsuit and Defendants’ factual basis for those alleged ‘schemes.’ This dispute is ripe for adjudication and is not moot.

**WHEREFORE**, Plaintiffs request that the Court: (a) declare that Plaintiffs did not participate in the ‘schemes’ alleged by Defendants in the Federal Lawsuit and (b) declare that Defendants filed the Federal Lawsuit for improper purposes – namely, to move attention from Defendants’ theft of \$12 - \$13 million of investor monies and to shift blame onto Plaintiffs for such losses.

### **COUNT TWO – DECLARATORY JUDGMENT**

45. Plaintiffs re-allege and incorporate by reference paragraphs 1 through 40 as if fully alleged herein.

46. Plaintiffs contend they are owners/members of Vista Technologies, Vista Network, the Higher.org social platform, and the InvexCoin.com exchange that is operating in Mexico.

47. Defendants deny that Plaintiffs are owners/members of Vista Technologies, Vista Network, the Higher.org social platform, and the InvexCoin.com exchange that is operating in Mexico.

48. There is an actual, present and justiciable controversy between the parties concerning Defendants' allegations that Plaintiffs participated in the above-described 'schemes' at issue in this lawsuit and Defendants' factual basis for those alleged 'schemes.' This dispute is ripe for adjudication and is not moot.

**WHEREFORE**, Plaintiffs request that the Court declare that Plaintiffs own a 10% membership interest in Vista Technologies, Vista Network, Higher.org, InvexCoin.com, and all other past, present, and future Vista-related entities.

### **COUNT THREE: BREACH OF CONTRACT**

49. Plaintiffs re-allege and incorporate by reference paragraphs 1 through 40 as if fully alleged herein.

50. The Agreement is a valid, enforceable contract.

51. Plaintiffs fully performed their obligations under the Agreement.

52. Defendants breached their obligations under the Agreement by failing to tender 10% of the membership units of Vista Technologies and Vista Network to Plaintiffs upon demand. Defendants further breached their obligations under the Agreement by failing to tender

10% of the ownership interest in Higher.org, InvexCoin.com, and any other past, present, or future Vista-related business to Plaintiffs.

53. As a result of Defendants' breaches of contracts, Plaintiffs suffered substantial damages (amounting to hundreds of thousands if not millions of dollars), the full amount of which will be established at trial of this matter.

**WHEREFORE**, Plaintiffs demand judgment against Defendants for compensatory damages, specific performance, prejudgment interest, post-judgment interest, costs, and such other relief as the Court deems just and proper.

**Demand For Jury Trial**

Plaintiffs demand a trial by jury on all issues so triable.

Dated: December 11, 2019.

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By: /s/ Daniel DeSouza, Esq.  
Daniel DeSouza, Esq.  
Florida Bar No.: 19291

**Daniel DeSouza**

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**From:** ceo@vista.network  
**Sent:** Tuesday, January 30, 2018 5:54 AM  
**To:** Kevin D. Johnson  
**Subject:** VISTA GROUP AGREEMENT  
**Attachments:** scan.pdf; scan0001.pdf

**EXHIBIT "A"**

30 January 2018

Congratulations Everyone and Welcome to VISTA!

With this agreement we become partners in the most explosive company I believe which could hit the Direct Sales/MLM, Crypto/BTC and Technology world all together, for the first time, after a long time.

I'm proud to call you our Partners. This completes the VISTA Circle.

Armen A. Temurian  
CEO, Co-Founder VISTA GROUP OF COMPANIES

**PAGE 1 of 2 PAGES of The Vista and KFI Agreement and Partnership.**

26 JANUARY 2018

This agreement is by and between Armen, Louis and Hector as current owners and co-founders of Vista and Kevin and Felice as current 100% owners of K.F.I. Software, Travelada and CCBMLM.

Below is a simple version of our agreement as discussed with Armen, Kevin and Felice via a 90-minute conference call between 8pm and 10pm Eastern Time. This version once signed endorses and simplifies all other verbal and written agreements to date

The intent of the following agreement is as follows:

Currently Vista's liabilities exceed 10 million dollars. The financial value of Vista's current assets cannot be determined except for possession of 2 to 3 million in cryptocurrency. Estimated K.F.I.'s is in excess of 10 million dollars which include CCBMLM, Software and Travelada. Current software expenses are covered in this agreement. Travelada has a monthly expense regarding minimum operational membership sales contract of 1000 monthly sales or \$15,000 monthly. Travelada expenses breakdown as follows \$12 for annual membership plus \$3 maintenance.

This agreement includes all current and future Vista entities such as VISTA TECHNOLOGIES USA INC.; RPM VISTA; VISTA NETWORKS, VISTA ASSETS; VISTA POOL; VISTA EXCHANGE; VISTA COIN; ALEXA COIN; HIGHER.ORG; INVEXCOIN.COM and all direct and indirect entities that have anything to do with VISTA.

The bottom line is that all involved are bringing there ALL IN packages to Vista to grow it to a BILLION DOLLAR and beyond Entity. To put all of the benefits that K.F.I. is receiving for their estimated at 10 million dollars of assets in perspective is a total less than \$290,000 in Cryptocurrency, 200 Major Mining machines and 10% ownership of all of Vista current and future direct and indirect entities. This also does not take into account the value of gaining the ALL-IN commitment of K.F.I.'s management and power team which we deem PRICELESS. Here are the simple agreed to terms;

- Due to the 40 plus day delay in setting up our trading account along with the reduction of bitcoin regarding our software expense account causing out of pocket additional expenses Vista agrees to send KFI \$100,000 in Cryptocurrency to an account provided by Kevin. (We believe this could possibly be done in Ripple Cryptocurrency if Kevin is able to sell it. Kevin did send Armen an email regarding such today on 1/26/2018 to do a test)
- Vista will provide 200 of the major mining machines from the 1<sup>st</sup> 400 received for K.F.I. to place in the Michigan facility. They will connect to the Vista Mining Pool with the understanding that K.F.I. will retain normal profits as if using an outside pool and Vista would have any additional profits or benefits from such. KFI plans to build it's mining operation into the thousands of Miner Machines for which K.F.I. will pay for and keep them mining into the Vista Mining Pool with the same understanding of the initial 200 provided by Vista.
- Vista will provide \$100,000 in digital cryptocurrency to begin trading for the benefit of K.F.I. for which the expected returns could be from 2% to 15% without any guarantees. The initial \$100,000 plus any gains will always be the property of K.F.I. to withdraw or allow to be continued to trade. If for any reason Vista fails to trade for the K.F.I. account. Vista agrees to pay K.F.I. a 2% Non-Trading Day Fee to the KFI trading account.
- KFI agrees that any digital currency purchased with Armen's personal funds outside of Vista belong to Armen personally and is a NON-VISTA asset. All Digital currency purchased with Vista funds collected from its affiliates remain the asset of Vista. Armen agrees that if Vista needed his personal Ripple asset that he would loan it to Vista to be paid back later.
- Regarding the Vista, Travelada and CCBMLM genealogy will be placed into the database to give Vista the maximum profitability and breakage to the company. Paul Morris as the Chairman of The Vista Advisory Board will retain a Master Position above each of the genealogies. Giving him a profitable reason to work with each of the Vista Affiliates no matter where they are on the team.
- Paul Morris as requested by Armen has also been awarded 10% of our 10% which is actually 1% of all Vista assets.
- Regarding Travelada, any and all active members who own a Mini-Miner should be awarded a 6-month Travelada Membership valued at \$299 (cost to Vista \$15). After their 6-month FREE Trial it should be mandatory to participate in the Vista Legacy program. This would profit Vista \$598 less \$15 for which Vista and K.F.I. will split the profits 50/50.
- At the same time Travelada may run as a separate opportunity where the price will also be raised to \$299 for a 6-month membership. With again a \$598 sale less \$15 less commission payouts with Vista and K.F.I. will split profits 50/50.

The above represents the ALL IN Commitment and Promises of both VISTA and K.F.I. before God and Man to collectively build Vista into a BILLION DOLLAR COMPANY.

PAGE 2 of 2 PAGES of The Vista and KFI Agreement and Partnership.

  
\_\_\_\_\_  
Armen A. Temurian as Vista CEO/Co-Founder

1-26-2018  
DATE

  
\_\_\_\_\_  
LUIS AMAYA as Vista COO/Co-Founder

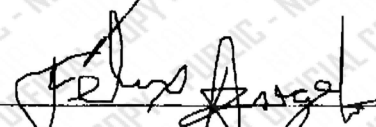
1-26-2018  
DATE

  
\_\_\_\_\_  
HECTOR ARDON as Vista Co-Founder

1/26/2018  
DATE

  
\_\_\_\_\_  
Kevin Johnson as Co-Founder of K.F.I.

01/26/2017  
DATE

  
\_\_\_\_\_  
Felice Angelo as Co-Founder of K.F.I.

1/26/2017  
DATE