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7 Wilbene Cenatus

**Electronically FILED by  
Superior Court of California,  
County of Los Angeles  
9/23/2024 3:12 PM  
David W. Slayton,  
Executive Officer/Clerk of Court,  
By M. Elder, Deputy Clerk**

8  
9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
10 **FOR THE COUNTY OF LOS ANGELES**

11 WILBENE CENATUS, an individual,

12  
13 Plaintiff,

14 v.

15  
16 SACHA LAMARCK, an individual;  
VISA2GET, an unregistered entity doing  
17 business in California, DL GROUP LLC, a  
California Limited Liability Company, and  
18 DOES 1-20, inclusive

19 Defendants.  
20  
21

Case No. 23SMCV04859

**PLAINTIFF'S CALIFORNIA RULE OF  
COURT RULE 3.1800 CASE SUMMARY IN  
SUPPORT OF APPLICATION FOR ENTRY  
OF DEFAULT JUDGMENT**

**Date:**  
**Time: 8:30am**  
**Dept.: I**

*[Filed concurrently with CV-100 form; Declaration  
of Plaintiff Wilbene Cenatus in Support of  
Application for Entry of Court Judgment;  
Memorandum of Points and Authorities and  
[PROPOSED] Judgment]*

Complaint Filed: 10/16/23  
Trial Date: None Set

1 Plaintiff Wilbene Cenatus (“Plaintiff”) having filed Judicial Council Form CIV-100  
2 requesting entry of a default judgment by this Court, hereby submits the following points and  
3 authorities in support of his application for Court Judgment against Defendants Sacha Lamarck  
4 (“Lamarck”) and VISA2GET (Lamarck and VISA2GET collectively the “Defendants”) as required  
5 by California Rule of Court, Rule 3.1800:  
6

7 **I. INTRODUCTION**

8 Plaintiff and Defendants entered an agreement for Defendant to provide visa application  
9 assistance and a business asset purchase in the United States. Plaintiff is Canadian. Plaintiff suffered  
10 damages when Defendant made took Plaintiff’s \$146,025 and never provided the services. Plaintiff  
11 sued Defendants for causes of action for Breach of Contract, Intentional Misrepresentation, Negligent  
12 Misrepresentation, Concealment, Conversion, California Business and Professions Code § 17200 and  
13 Breach of Fiduciary Duty.  
14

15 **II. SUMMARY OF CASE AND STATEMENT OF PLAINTIFF’S CLAIMS PURSUANT**  
16 **TO CALIFORNIA RULE OF COURT 3.1800**

17 **A. Factual Background**

18 Plaintiff, a Canadian citizen, began his business relationship with Lamarck in July of 2022  
19 hiring Lamarck as a business consultant to support Plaintiff in his effort to purchase, invest, or start a  
20 new business in the United States. Declaration of Wilbene Cenatus (“Cenatus Decl.”) ¶ 4A. Lamarck  
21 represented to Plaintiff that he was an experienced business consultant with francophone foreign  
22 entrepreneurs and skilled at acquiring necessary immigration documents as a foreign investor. *Id.*  
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25 Plaintiff had interest in becoming a Treaty Investor in the U.S. and Lamarck represented that  
26 he could assist by offering his services to apply for an E-2 Visa. Cenatus Decl. ¶ 4B. After much  
27 discussion, the parties signed an “E-2 Visa Agreement” (“Agreement”) to help Plaintiff start a new  
28

1 business in Florida and apply for an investor (E-2) visa. Cenatus Decl. ¶ 4B, Ex. 1. Plaintiff agreed  
2 to pay Lamarck a \$5,000.00 fee for an E-2 Visa Application preparation, DS-160 Filing, draft E-2  
3 business plan, book, and prepare E-2 interview. Cenatus Decl. ¶ 4B. Plaintiff was to pay Lamarck  
4 \$2,500.00 upfront and then \$2,500.00 after sending the E-2 application to the United States Embassy.  
5 *Id.* Plaintiff agreed to pay \$205.00 for each filing of a DS-160 by Lamarck and Plaintiff required five  
6 in total for himself and his family, totaling \$1,025. Cenatus Decl. ¶ 4B, Ex. 2.

8 Lamarck helped Plaintiff start a company in Florida pursuant to an Asset Purchase  
9 Agreement. Cenatus Decl. ¶ 4C, Ex. 3. Lamarck agreed to find an existing business to purchase and  
10 get the necessary documentation to run the existing business under a new business name Sunrise  
11 Diamant LLC. Cenatus Decl. ¶ 4C. Lamarck found Dream Vacations Rental LLC which belonged to  
12 his friend which was to be transferred to Plaintiff. *Id.* Under the Asset Purchase Agreement Plaintiff  
13 agreed to put the necessary funds in an Escrow bank account until the closing to secure the deal.  
14 Cenatus Decl. ¶ 4C, Ex. 4. Plaintiff agreed to transfer the money to the bank account of DL, which  
15 Lamarck used for doing business as VISA2GET, and on January 3, 2023 Lamarck confirmed the  
16 \$140,000.00 transfer to his bank account. *Id.*

19 While the parties waited for the June 1, 2023 closing, Lamarck was supposed to help Plaintiff  
20 apply for the Investor visa to run the company once the closing was completed. Cenatus Decl. ¶ 4D.  
21 In February of 2023, Lamarck claimed to have submitted all personal and family information to the  
22 U.S. Consulate in Toronto, Canada for the investor visa application. Plaintiff paid Lamarck all the  
23 visa fees after Lamarck showed Plaintiff proof that he submitted the application. Cenatus Decl. ¶ 4D,  
24 Ex. 5. The email from Lamarck to “evisacanada” stated that he attached the E-2 Visa Application for  
25 Plaintiff as C.E.O. of Sunrise Diamant LLC and that Sunrise Diamant LLC is located in Kissimmee,  
26 Florida. Cenatus Decl. ¶ 4D, Ex. 6. In late March of 2023, Plaintiff discovered that Lamarck sent a  
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1 receipt of a fake application submission. Cenatus Decl. ¶ 4D. When Plaintiff confronted Lamarck  
2 about this Lamarch blocked Plaintiff on his phone and ceased responding to emails. *Id.*

3 Lamarck never followed through to process the visa applications, to transfer the business  
4 pursuant to the Asset Purchase Agreement, still holds Plaintiff’s escrow deposit and the fees paid.  
5 Lamarck has taken \$146,025.00 from Plaintiff without fulfilling the contract. Cenatus Decl. ¶ 4E.  
6

7 **B. The Complaint and Claims against Lamarck and VISA2GET**

8 On October 16, 2023, Plaintiff filed a Complaint for: Breach of Contract, Intentional  
9 Misrepresentation, Negligent Misrepresentation, Concealment, Conversion, California Business and  
10 Professions Code § 17200 and Breach of Fiduciary Duty. Each of these claims are based on the facts  
11 set forth above and which are alleged in the Complaint. Upon entry of default, those allegations in the  
12 Complaint “are deemed admitted[.]” *Steven M. Garber & Assoc. v. Eskandarian* (2007) 150 Cal.  
13 App. 4th 813, 823. Each claim is discussed separately below.  
14

15 Breach of Contract: To prevail on a cause of action for breach of contract, the plaintiff must prove  
16 (1) the contract, (2) the plaintiff’s performance of the contract or excuse for nonperformance, (3) the  
17 defendant’s breach, and (4) the resulting damage to the plaintiff.” *Richman v. Hartley* (2014) 224 Cal.  
18 App. 4th 1182, 1186 (citing *Careau & Co. v. Security Pacific Business Credit, Inc.* (1990) 222  
19 Cal.App.3d 1371, 1388). As set forth above, the Complaint and Cenatus Declaration establish that  
20 Plaintiff and Defendants entered into a valid contract for the consultation and visa services. Plaintiff  
21 did everything that the contract required of him, including payment. Lamarck was contracted to  
22 submit a visa application for Plaintiff but did not as the visa submission did not occur and a false  
23 receipt was sent instead. Plaintiff was damaged when Lamarck failed to return Plaintiff’s money.  
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25 Intentional Misrepresentation: To prevail on a cause of action for intentional misrepresentation, the  
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1 plaintiff must prove (1) that defendant represented to plaintiff a fact was true, (2) that the  
2 representation was false and defendant knew the representation was false or made with reckless  
3 disregard for its truth, (3) that defendant intended plaintiff to rely and in which plaintiff did  
4 reasonably rely, and (4) which plaintiff's reliance was a substantial factor causing harm to plaintiff.  
5 Cal. Civ. Code, § 1710. *Engalla v. Permanente Medical Group, Inc.* (1997) 15 Cal.4th 951, 974.  
6

7 As set forth above, the Complaint and Cenatus Declaration establish that Lamarck represented  
8 to Plaintiff on February 13, 2023, Lamarck had successfully submitted an E-2 Visa Application and  
9 that he would help him start a business named Sunrise Diamant LLC if he paid \$140,000. Lamarck  
10 knew that these representations were false because he created a fake email and knew that he would  
11 not actually help Plaintiff once he received the \$140,000. Lamarck created the fake visa application  
12 in an effort to induce reliance by Plaintiff and Plaintiff reasonably relied on this representation to his  
13 substantial harm as he did not receive what he contracted for nor had his money returned.  
14

15  
16 Negligent Misrepresentation: To prevail on a cause of action for negligent misrepresentation, the  
17 plaintiff must prove (1) that defendant represented to plaintiff a fact was true, (2) that although  
18 defendant may have honestly believed that the representation was true, defendant had no reasonable  
19 grounds for believing the representation was true when he made it, (3) that defendant intended  
20 plaintiff to rely and in which plaintiff did reasonably rely, and (4) which plaintiff's reliance was a  
21 substantial factor causing harm to plaintiff. Cal. Civ. Code, § 1710. *SI 59 LLC v. Variel Warner*  
22 *Ventures, LLC* (2018) 29Cal.App.5th 146, 154.  
23

24 As set forth above, the Complaint and Cenatus Declaration establish that Plaintiff was harmed  
25 by Lamarck's negligent misrepresentation of the visa submission and the payment to purchase and  
26 start a new business named Sunrise Diamant LLC. Lamarck's representation and the prospect of  
27 helping find a business in the United States were not true. Even if when the parties signed the  
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1 Agreement for consulting, Lamarck's representations were genuine and true, Lamarck actually did  
2 not have any intention in fulfilling the Agreement on his end. Lamarck intended Plaintiff to rely on  
3 his representation for financial gain. Without the representation by Lamarck, there would be no harm  
4 done to Plaintiff. Plaintiff reasonably relied on the representations made by Lamarck and that  
5 reliance substantially caused Plaintiff harm.  
6

7 Concealment: To prevail on a cause of action for concealment, the plaintiff must prove (1) that  
8 defendant and plaintiff were in a contractual business relationship and that defendant intentionally  
9 failed to disclose certain facts to plaintiff, (2) that plaintiff did not know of the concealed facts, (3)  
10 that defendant intended to deceive plaintiff by concealing the facts, (4) that had the omitted  
11 information been disclosed, plaintiff reasonably would have behaved differently, and (5) that plaintiff  
12 was harmed and that defendant's concealment was a substantial factor in causing plaintiff's harm.  
13

14 *Boschma v. Home Loan Center, Inc.* (2011) 198 Cal.App.4th 230, 248.  
15

16 As set forth above, the Complaint and Cenatus Declaration establish that Plaintiff was harmed  
17 by Lamarck because Lamarck concealed information about his intentions to actually help Plaintiff get  
18 awarded a visa to come to the United States to start a business. The parties were in a contracted  
19 business relationship and Lamarck failed to disclose that he was not actually helping Plaintiff find a  
20 business. Rather, Lamarck was scamming Plaintiff for his own personal gain. Plaintiff had no reason  
21 to know of the fake visa application. Lamarck intended to induce reliance with Plaintiff so he could  
22 eventually ask him to wire \$140,000.00 to start the business. If Plaintiff knew about the fake visa  
23 application before the transfer of funds between the parties, Plaintiff would not have entered into  
24 business with Lamarck. Plaintiff was harmed in the amount of \$146,025.00 because of the  
25 concealment and Plaintiff would not have wired money to Lamarck if he had known about the  
26 concealment. The concealment was a substantial factor in the harm caused to Plaintiff.  
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1 Conversion: To prevail on a cause of action for conversion, the plaintiff must prove (1) the plaintiff's  
2 ownership or right to possession of the property, (2) the defendant's conversion by a wrongful act or  
3 disposition of property rights, and (3) damages. *Lee v. Hanley* (2015) 61Cal.4th 1225, 1240.

4 As set forth above, the Complaint and Cenatus Declaration establish that Plaintiff owned the  
5 \$146,025.00 before wire transferring the money to Lamarck. Lamarck took possession of the money  
6 without fulfilling his portion of the Agreement. Lamarck would not return the funds that he  
7 unlawfully took from Plaintiff and ignored Plaintiff's communications immediately after gaining  
8 possession. Plaintiff did not consent to Lamarck taking the funds without completing their  
9 Agreement. Plaintiff was harmed in the amount of \$146,025.00 because of the failure of Lamarck to  
10 return the funds.  
11

12  
13 Business and Professions Code Section 17200: California's Unfair Competition Law ("UCL")  
14 prohibits any unlawful, unfair or fraudulent business act or practice. It also prohibits unfair,  
15 deceptive, untrue or misleading advertising.  
16

17 As set forth above, the Complaint and Cenatus Declaration establish that Lamarck used unfair  
18 and fraudulent business practices to induce Plaintiff to give Lamarck money that Lamarck did not  
19 deserve or earn. Lamarck agreed by contract which led Plaintiff to believe that Lamarck would help  
20 Plaintiff find a business in the United States and get a visa to run a business with his family. Lamarck  
21 used a fraudulent email to show Plaintiff that he was working towards Plaintiff's goal, but Lamarck  
22 was trying to induce reliance so Plaintiff would wire Lamarck more money. The fraudulent acts of  
23 creating a fake visa application and email, orchestrated by Lamarck induced reliance upon Plaintiff  
24 and caused him financial harm. Lamarck is running a fraudulent business that is preying on non-  
25 native English speakers such as Plaintiff as Lamarck has no interest in actually helping people gain  
26 visas and his business is a front to steal money from hard working foreign people.  
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1 Breach of Fiduciary Duty: A fiduciary relationship is any relation existing between parties to a  
2 transaction wherein one of the parties is in duty bound to act with the utmost good faith for the  
3 benefit of the other party. Such a relation ordinarily arises where a confidence is reposed by one  
4 person in the integrity of another, and in such a relation the party in whom the confidence is reposed,  
5 if he voluntarily accepts or assumes to accept the confidence, can take no advantage from his acts  
6 relating to the interest of the other party without the latter's knowledge or consent. *Wolf v. Superior*  
7 *Court* (2003) 107 Cal.App.4th 25, 29.

9 As set forth above, the Complaint and Cenatus Declaration establish that the parties were in a  
10 business relationship. Lamarck was acting as Plaintiff's liaison to help him start a business in the  
11 United States as a foreign citizen. Lamarck had a fiduciary duty to act with the utmost good faith and  
12 in the best interest of Plaintiff. Lamarck breached that duty when acting in the best interests of  
13 himself by accepting funds that were owned by Plaintiff without fulfilling his obligations owed to  
14 Plaintiff. Plaintiff trusted Lamarck to help him start a business in the United States Lamarck  
15 breached that trust by accepting and taking money Lamarck did not earn, thereby acting in the best  
16 interests of Lamarck and not in the best interests of the fiduciary relationship.

19  
20 Respectfully submitted,

21  
22 DATED: September 16, 2024

DELGIN CONSULTING GROUP

23  
24 By:



25 Catherine Delcin  
26 Christopher Epsha  
27 Attorneys for Plaintiff  
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