

90230  
A0013

Kevin Sherkman (SBN 223315)  
Mary Hughes (SBN 222662)  
**SHENKMAN & HUGHES**  
28905 Wight Road  
Malibu, California 90265  
Tel: (310) 457-0970

Edwin Aiwarzian (SBN 232943)  
Arby Aiwarzian (SBN 269827)  
**LAWYERS for JUSTICE, PC**  
410 West Arden Avenue, Suite 203  
Glendale, California 91203  
Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Plaintiff

**FILED**  
LOS ANGELES SUPERIOR COURT

DEC 05 2013

JOHN A. CLARKE, CLERK  
BY AMBER HAYES DEPUTY

0322 Lee Smalley ~~Edwin~~

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF LOS ANGELES**

**BC529641**

EDWIN HAFTEVANI, individually,  
and on behalf of other members of the  
general public similarly situated,

Plaintiff,

vs.

CHAYA RESTAURANT GROUP, an  
unknown business entity; CHAYA &  
ASSOCIATES, INC., a California  
corporation; and DOES 1 through 100,  
inclusive,

Defendants.

Case No.

**CLASS ACTION COMPLAINT**

- (1) Intentional Misrepresentation
- (2) Negligent Misrepresentation
- (3) Fraud
- (4) Breach of Contract
- (5) Violation of California's False Advertising Act, California Bus. & Prof. Code sections 17500, et seq.
- (6) Violation of California's Unfair Business Practices Act, California Bus. & Prof. Code sections 17200, et seq.

**DEMAND FOR JURY TRIAL**

CLERK/CASE: BC529641  
LEA/DEF#: 1

RECEIPT #: CCH03057091  
DATE PAID: 12/05/13 02:09 PM  
PAYMENT: \$435.00  
RECEIVED:  
CHECK: \$435.00  
CASH: \$0.00  
CHANGE: \$0.00  
CARD: \$0.00

**CLASS ACTION COMPLAINT AND DEMAND FOR JURY TRIAL**

**LAWYERS for JUSTICE, PC**  
410 West Arden Avenue, Suite 203  
Glendale, California 91203

12/05/2013

COMES NOW, Plaintiff EDWIN HAFTEVANI ("Plaintiff"), individually, and on behalf of all other members of the general public similarly situated, and alleges, based on information and belief, as follows:

### INTRODUCTION

1. This case is brought on behalf of all California based consumers who have purchased and/or consumed any menu item that purports to contain "Kobe" beef from or at a restaurant owned, managed or operated by Defendants within the State of California including, but not limited to, the "Kobe Beef Pappardelle," "Kobe Roll," "Kobe Beef Roll," "Pappardelle with Kobe Beef Bolognese," "Seared Kobe Beef Roll Salad," "Pappardelle with Kobe Beef-Porcini Mushroom Bolognese," "CHAYA Kobe Beef Slider," "Kobe Beef Short Rib Melt," "Kobe Lobster Roll," "Spaghetti (Kobe Beef Bolognese)," "Pappardelle (Kobe Beef Bolognese)" and "Seared Kobe Beef."

2. "Kobe" beef is only available from Japan. The term "Kobe" signifies that the beef comes from the "Wagyu" bloodline of cattle which are isolated in the Kobe region of Japan, and further signifies that the beef comes from cattle slaughtered within the Kobe region of Japan. The United States Department of Agriculture has banned importation of beef and cattle from Japan, including "Kobe" beef and "Wagyu" cattle, since approximately May 2010 to prevent the spread of Foot and Mouth Disease as well as Bovine Spongiform Encephalopathy. (9 C.F.R. §94.1; 9 C.F.R. §94.18(a)(1)). The menu items at Defendants' owned, managed or operated restaurants that purport to contain "Kobe" beef do not actually contain "Kobe" beef because the importation of "Kobe" beef to the United States is prohibited. In addition, the importation of "Wagyu" cattle to the United States is prohibited.

3. Due to false and deceptive business practices and representations, Defendants have misled the general public into believing that the menu items which purport to contain "Kobe" beef offered at Defendants' owned, managed or operated restaurants do in fact contain "Kobe" beef.

///

///

1 4. Defendants' own, manage or operate several chains of restaurants, including  
2 restaurants employing the trade name "CHAYA." The menu items at Defendants' owned,  
3 managed or operated restaurants advertised as "Kobe" beef or represented to be "Kobe" beef on  
4 the restaurant or on-line menus will hereinafter be referred to as the "Subject Food Product."

5 5. Since it began operating restaurants in the State of California to the present,  
6 Defendants have failed to reasonably, equitably, or adequately inform California based  
7 consumers that the Subject Food Product does not contain "Kobe" beef.

8 **JURISDICTION AND VENUE**

9 6. This class action is brought pursuant to the California Code of Civil Procedure  
10 section 382. The monetary damages and restitution sought by Plaintiff exceeds the minimal  
11 jurisdiction limits of the Superior Court and will be established according to proof at trial.

12 7. This Court has jurisdiction over this action pursuant to the California  
13 Constitution, Article VI, Section 10, which grants the superior court "original jurisdiction in all  
14 other causes" except those given by statute to other courts. The statutes under which this action  
15 is brought do not specify any other basis for jurisdiction.

16 8. This Court has jurisdiction over the named Defendants and DOES 1 through 100  
17 because, upon information and belief, Defendants have sufficient minimum contacts with the  
18 State of California or otherwise intentionally avail themselves of the California market so as to  
19 render the exercise of jurisdiction over them by the California courts consistent with traditional  
20 notions of fair play and substantial justice.

21 9. Venue is proper in this Court because, upon information and belief, Defendants  
22 maintain offices, have agents, and/or transact business in the State of California, County of Los  
23 Angeles. Plaintiff resides in the State of California, County of Los Angeles and the acts and  
24 omissions alleged herein took place in the State of California.

25 **PARTIES**

26 10. Plaintiff EDWIN HAFTEVANI ("Plaintiff") resides in the State of California,  
27 County of Los Angeles.

1           11. Defendant CHAYA RESTAURANT GROUP is an unknown business entity that  
2 owns and/or operates restaurants within the State of California, Counties of Los Angeles and San  
3 Francisco, and therefore, transacts business in the State of California, Counties of Los Angeles  
4 and San Francisco. Moreover, Defendant CHAYA RESTAURANT GROUP is headquartered  
5 within the State of California, County of Los Angeles.

6           12. Defendant CHAYA & ASSOCIATES, INC. is a California corporation that owns  
7 and/or operates restaurants within the State of California, Counties of Los Angeles and San  
8 Francisco, and therefore, transacts business in the State of California, Counties of Los Angeles  
9 and San Francisco. Moreover, Defendant CHAYA & ASSOCIATES, INC. is headquartered  
10 within the State of California, County of Los Angeles.

11           13. The true names and capacities, whether corporate, associate, individual or  
12 otherwise, of defendants DOES 1 through 100, inclusive, are unknown to Plaintiff who sues said  
13 defendants by such fictitious names. Plaintiff is informed and believes, and based on that  
14 information and belief alleges, that each of the defendants herein designated as a DOE is legally  
15 responsible for the events and happenings referred to in this Complaint, and unlawfully caused  
16 the damages to Plaintiff and the class members alleged in this Complaint. Plaintiff will seek  
17 leave of court to amend this Complaint to show the true names and capacities when the same has  
18 been ascertained.

19           14. At all times herein relevant, Defendants CHAYA RESTAURANT GROUP and  
20 CHAYA & ASSOCIATES, INC. and DOES 1 through 100, and each of them, were the agents,  
21 partners, joint venturers, joint employers, representatives, servants, employees, successors-in-  
22 interest, co-conspirators and assigns, each of the other, and at all times relevant hereto were  
23 acting within the course and scope of their authority as such agents, partners, joint venturers,  
24 joint employers, representatives, servants, employees, successors, co-conspirators and assigns,  
25 and that all acts or omissions alleged herein were duly committed with the ratification,  
26 knowledge, permission, encouragement, authorization and consent of each defendant designated  
27 herein.

28 ///

15. Defendants CHAYA RESTAURANT GROUP and CHAYA & ASSOCIATES, INC. and DOES 1 through 100 will hereinafter be collectively referred to as "Defendants."

**FACTS**

16. Plaintiff is informed and believes, and based thereon alleges, that at all relevant times mentioned in this Complaint, Defendants have owned and/or operated restaurants in the State of California, including in the County of Los Angeles.

17. Plaintiff is informed and believes, and based thereon alleges, that Defendants fail to disclose in their online or in-store menus that the Subject Food Product does not contain "Kobe" beef.

18. At all times mentioned in this Complaint, Defendants through their online and/or in-store menus have suppressed and concealed and continue to suppress and conceal the fact that the Subject Food Product does not contain "Kobe" beef. For example, Defendants do not state anywhere in their restaurants, on their website, in their online menus, or in their in-store menus that the Subject Food Product does not contain "Kobe" beef.

19. At all times herein relevant, Plaintiff purchased and ate the Subject Food Product at one or more restaurants owned, operated or managed by Defendant, including Chaya, in the State of California, including in the County of Los Angeles and County of San Francisco, believing and having been led to believe that the Subject Food Product actually contained "Kobe" beef.

20. At all times herein relevant, when Plaintiff purchased the Subject Food Product, he was exposed to Defendants' online and/or in-store menus, which did not disclose that the Subject Food Product did not contain "Kobe" beef. To his detriment, Plaintiff relied upon these online and/or in-store menus when purchasing and consuming the Subject Food Product.

21. Plaintiff is informed and believes, and based thereon alleges, that Defendants' concealment of the fact that the Subject Food Product does not contain "Kobe" beef, and being explicitly informed by Defendants' online and/or in-store menus that the Subject Food Product contains "Kobe" beef, was the immediate cause of Plaintiff and the other class members consuming the Subject Food Product.

22. In light of Defendants' representations and omissions, as alleged herein, regarding the Subject Food Product, Plaintiff and members of the putative class reasonably believed that the Subject Food Product contained "Kobe" beef.

23. Plaintiff is informed and believes, and based thereon alleges, as a result of Defendants' false and misleading representations, as alleged herein, Plaintiff has suffered damages including, but not limited to, monetary loss, caused by the fact he was misled by Defendants' online and/or in-store menus into consuming the Subject Food Product, which did not contain "Kobe" beef.

### CLASS ALLEGATIONS

24. Plaintiff brings this action on his own behalf and on behalf of all other members of the general public similarly situated, and, thus, seeks class certification under Code of Civil Procedure section 382.

25. The proposed class is defined as follows:

All California-based consumers who were exposed to Defendants' online and/or in-store menus, and who purchased the Subject Food Product at or from Defendants' owned, managed and/or operated restaurants located in the State of California at any time during the period of four years preceding the filing of this Complaint to final judgment.

26. Plaintiff reserves the right to establish subclasses as appropriate.

27. The class is ascertainable and there is a well-defined community of interest in the litigation:

- a. Numerosity: The class members are so numerous that joinder of all class members is impracticable. The membership of the entire class is unknown to Plaintiff at this time. The class will include thousands of consumers.
- b. Typicality: Plaintiff's claims are typical of all other class members' as demonstrated herein. Plaintiff will fairly and adequately protect the interests of the other class members with whom he has a well-defined community of interest.

- 1 c. Adequacy: Plaintiff will fairly and adequately protect the interests of each  
2 class member, with whom he has a well-defined community of interest  
3 and typicality of claims, as demonstrated herein. Plaintiff has no interest  
4 that is antagonistic to the other class members. Plaintiff's attorneys, the  
5 proposed class counsel, are versed in the rules governing class action  
6 discovery, certification, and settlement. Plaintiff has incurred, and during  
7 the pendency of this action will continue to incur, costs and attorneys'  
8 fees, that have been, are, and will be necessarily expended for the  
9 prosecution of this action for the substantial benefit of each class member.
- 10 d. Superiority: A class action is superior to other available methods for the  
11 fair and efficient adjudication of this litigation because individual joinder  
12 of all class members is impractical.
- 13 e. Public Policy Considerations: Certification of this lawsuit as a class action  
14 will advance public policy objectives. Businesses of this great State  
15 violate consumer protection laws every day. Therefore, this action will  
16 allow for the vindication of consumers' rights with respect to the Subject  
17 Food Product.

18 28. There are common questions of law and fact as to the class members that  
19 predominate over questions affecting only individual members. The following common  
20 questions of law or fact, among others, exist as to the members of the class:

- 21 a. Whether Defendants engaged in a pattern or practice of concealing, suppressing  
22 and/or misrepresenting in their online and/or in-store menus the fact that the  
23 Subject Food Product does not actually contain "Kobe" beef.
- 24 b. Whether Defendants thereby engaged in consumer fraud, deceptive trade  
25 practices, or other unlawful acts.
- 26 c. Whether class members are entitled to damages including punitive damages,  
27 restitution, disgorgement of profits, and injunctive relief, and the proper measure,  
28 nature and extent of such relief.

**FIRST CAUSE OF ACTION**

**(Intentional Misrepresentation)**

**(Against all Defendants and Does 1 through 100)**

29. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 28, and each and every part thereof with the same force and effect as though fully set forth herein.

30. Defendants represented to Plaintiff and the other class members that important facts were true. More specifically, Defendants represented to Plaintiff and the other class members through their online and/or in-store menus that the Subject Food Product contained "Kobe" beef.

31. Defendants' representations were false.

32. Defendants knew that the representations were false when Defendants made them, or that the Defendants made the representations recklessly and without regard for their truth.

33. Defendants intended that Plaintiff and the other class members rely on the representations.

34. Plaintiff and the other class members reasonably relied on Defendants' representations.

35. Plaintiff and the other class members were financially harmed and suffered other damages including, but not limited to, emotional distress of the type that would naturally flow from said allegations.

36. Plaintiff's and the other class members' reliance on Defendants' representations was the immediate cause of the financial loss and emotional distress (of the type that would naturally from being lead to believe that the food product you are purchasing and consuming contains "Kobe" beef when in fact it does not) sustained by Plaintiff and the other class members.

37. Defendants' misrepresentation and/or nondisclosure were the immediate cause of Plaintiff and the other class members purchasing the Subject Food Product.



38. In absence of Defendants' misrepresentation and/or nondisclosure, as described above, Plaintiff and the other class members, in all reasonable probability, would not have purchased the Subject Food Product.

## SECOND CAUSE OF ACTION

### (Negligent Misrepresentation)

#### (Against all Defendants and Does 1 through 100)

39. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 38, and each and every part thereof with the same force and effect as though fully set forth herein.

40. Defendants represented to Plaintiff and the other class members that important facts were true.

41. Defendants' representations were not true.

42. Defendants had no reasonable grounds for believing the representations were true when Defendants made them.

43. Defendants intended that Plaintiff and the other class members rely on the representations.

44. Plaintiff and the other class members reasonably relied on Defendants' representations.

45. Plaintiff's and the other class members' reliance on Defendants' representation was a substantial factor in causing the financial loss and emotional distress (limited to the type of emotional distress that would naturally flow from said allegations) sustained by Plaintiff and the other class members.

46. Defendants' negligent misrepresentation and/or nondisclosure was the immediate cause of Plaintiff and the other class members purchasing the Subject Food Product from Defendants, and thereby sustaining monetary loss and emotional distress of the type that would naturally flow from said allegations.

47. In absence of Defendants' negligent misrepresentations and/or nondisclosure, as described above, Plaintiff and the other class members, in all reasonable probability, would not have purchased the Subject Food Product from Defendants.

### THIRD CAUSE OF ACTION

(Fraud)

(Against all Defendant and Does 1 through 100)

48. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 47, and each and every part thereof with the same force and effect as though fully set forth herein.

49. The misrepresentations, nondisclosure and/or concealment of material facts made by Defendants to Plaintiff and the other class members, as set forth above, were known by Defendants to be false and material and were intended by Defendants to mislead Plaintiff and the other class members.

50. Plaintiff and the other class members were actually misled and deceived and were induced by Defendants to purchase the Subject Food Product.

51. Defendants had a duty to disclose that the Subject Food Product did not contain "Kobe" beef because this information was a material fact of which Defendant had exclusive knowledge; Defendant actively concealed this material fact; and Defendant made partial representations about the Subject Product but suppressed some material facts. Had Plaintiff and the other class members known that the Subject Food Product did not contain "Kobe" beef, they would not have purchased the Subject Food Product.

52. Defendants' misrepresentation and/or nondisclosure were the immediate cause of Plaintiff and the other class members purchasing the Subject Food Product.

53. In the absence of Defendants' misrepresentation and/or nondisclosure, as described above, Plaintiff and the other class members, in all reasonable probability, would not have purchased the Subject Food Product.

///

///

1           54. As a result of Defendants' conduct, Plaintiff and the other class members have  
2 been damaged financially and have suffered other damages including, but not limited to,  
3 emotional distress as herein alleged. In addition to such damages, Plaintiff and the other class  
4 members seek punitive or exemplary damages pursuant to Civil Code section 3294 in that  
5 Defendants engaged in "an intentional misrepresentation, deceit, or concealment of a material  
6 fact known to the defendant[s] with the intention on the part of the defendant[s] of thereby  
7 depriving a person of property or legal rights or otherwise causing injury."

#### FOURTH CAUSE OF ACTION

**(Breach of Contract)**

**(Against all Defendant and Does 1 through 100)**

11           55. Plaintiff incorporates by reference the allegations contained in paragraphs 1  
12 through 54, and each and every part thereof with the same force and effect as though fully set  
13 forth herein.

14           56. Plaintiff and the other class members entered into binding contracts with  
15 Defendants when they ordered and paid for the Subject Food Product.

57. These binding contracts required Defendants to provide products containing Kobe beef to Plaintiff and the other class members, or, in the alternative, only permitted Defendants to charge Plaintiff and the other class members for the Subject Food Product if Defendants in fact provides Kobe beef to them in such items.

20 58. Defendants systematically breached its contract with Plaintiffs and the class  
21 members by failing to provide them with Kobe beef, yet purporting to have provided them with  
22 Kobe beef and accepting payment from Plaintiff and the other class members.

59. Plaintiff and the other class members were damaged by this breach by losing the benefit of their bargain, including being denied the opportunity to consume Kobe beef, and paying for products that did not contain Kobe beef.

26 |||

27 |||

28 |||

**FIFTH CAUSE OF ACTION**

**(Violation of the California False Advertising Act –**

**Business & Professions Code §§ 17500, et seq.)**

**(Against all Defendant and Does 1 through 100)**

60. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 59, and each and every part thereof with the same force and effect as though fully set forth herein.

61. Defendants engaged in unfair and deceptive acts and practices, in violation of California Business and Professions Code § 17500, et seq., by marketing and/or selling the Subject Food Product without disclosure of the material fact that the Subject Food Product did not actually contain “Kobe” beef.

62. These acts and practices, as described above, have deceived Plaintiff and other class members, causing them to lose money and suffer emotional distress as herein alleged, and have deceived and are likely to deceive the consuming public, in violation of those sections. Accordingly, Defendants’ business acts and practices, as alleged herein, have caused injury to Plaintiff and the other class members.

63. Defendants had a duty to disclose that the Subject Food Product did not contain “Kobe” beef because this information was a material fact of which Defendant had exclusive knowledge; Defendant actively concealed this material fact; and Defendant made partial representations about the Subject Product but suppressed some material facts.

64. Defendants’ misrepresentation and/or nondisclosure of the fact that the Subject Food Product did not actually contain “Kobe” beef were the immediate cause of Plaintiff and the other class members purchasing the Subject Food Product.

65. In the absence of Defendants’ misrepresentation and/or nondisclosure, as described above, Plaintiff and the other class members would not have purchased the Subject Food Product.

///

///

66. Plaintiff and the other class members are entitled to relief, including full restitution and/or disgorgement of all revenues, earnings, profits, compensation, and benefits which may have been obtained by Defendants as a result of such business acts or practices, and enjoining Defendants to cease and desist from engaging in the practices described herein.

**SIXTH CAUSE OF ACTION**

**(Violation of the California Unfair Business Practices Act –**

**Business & Professions Code §§ 17200, et seq.)**

**(Against all Defendant and Does 1 through 100)**

67. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 61, and each and every part thereof with the same force and effect as though fully set forth herein.

68. California Business and Professions Code section 17200 prohibits any “unfair deceptive, untrue or misleading advertising.” For the reasons discussed above, Defendants have engaged in unfair, deceptive, untrue and misleading advertising in violation of California Business & Professions Code sections 17200, et seq.

69. California Business & Professions Code section 17200 also prohibits any “unlawful . . . business act or practice.” Defendants have violated Sections 17200, et seq.’s prohibition against engaging in unlawful acts and practices by, among other things, making the representations and omissions of material facts, as set forth herein, and violating, among other things, Section 1770 of the Consumers Legal Remedies Act. Defendants violated Section 1770 by: misrepresenting the source of goods (California Civil Code § 1770(a)(2)); using deceptive representations of geographic origin in connection with goods (California Civil Code § 1770(a)(4)); representing that goods have a characteristic that they do not have (California Civil Code § 1770(a)(5)); representing that goods are of a particular standard, quality or grade when they are of another (California Civil Code § 1770(a)(7)); and advertising goods with the intent not to sell them as advertised (California Civil Code § 1770(a)(9)).

///

///

70. Business & Professions Code sections 17200, et seq. also prohibits any "fraudulent business act or practice." Defendants' claims, nondisclosures, and misleading statements, as set forth above, were false, misleading, and/or likely to deceive reasonable consumers within the meaning of Business & Professions Code sections 17200, et seq. Defendants' business acts and practices are fraudulent because they are likely to, and in fact, did deceive reasonable consumers, including Plaintiff and the other class members, into believing that the Subject Food Product contains "Kobe" beef.

71. Plaintiffs and the other class members reserve the right to allege other violations of law which constitute other unlawful business acts or practices. Such conduct is ongoing and continues to this date.

72. Defendants had a duty to disclose that the Subject Food Product did not contain "Kobe" beef because this information was a material fact of which Defendant had exclusive knowledge; Defendant actively concealed this material fact; and because Defendant made partial representations about the Subject Product but suppressed some material facts. Plaintiff and the other class members would not have purchased the Subject Food Product had they known that the Subject Food Product did not actually contain "Kobe" beef.

73. Defendants' acts, omissions, misrepresentations, practices and non-disclosures as alleged herein also constitute "unfair" business acts and practices within the meaning of Business & Professions Code sections 17200, et seq. in that Defendants' conduct is substantially injurious to consumers, offends public policy, and is immoral, unethical, oppressive, and unscrupulous as the gravity of the conduct outweighs any alleged benefits attributable to such conduct. Plaintiff asserts violations of the public policy of engaging in false and misleading advertising, unfair competition, and deceptive conduct towards consumers. There were reasonable alternatives available to further Defendants' legitimate business interests, other than the conduct described herein. This conduct constitutes violations of the unfair prong of California Business & Professions Code sections 17200, et seq.

///

///

74. Defendants' misrepresentations and/or nondisclosure of the fact that the Subject Food Product contained "Kobe" beef were the immediate cause of Plaintiff and the other class members purchasing the Subject Food Product.

75. As a result of Defendants' misrepresentations and omissions, Plaintiffs and the other class members lost money or property because had they known the Subject Food Product does not actually contain "Kobe" beef, they would not have purchased it from Defendants, but rather, they would have used their money to purchase another product.

76. Defendants' conduct caused and continues to cause substantial injury to Plaintiff and the other class members. Plaintiff and the other class members have suffered injury in fact and have lost money as a result of Defendants' wrongful conduct.

77. Pursuant to Business & Professions Code section 17203, Plaintiff and the other class members seek an order requiring Defendants to immediately cease such acts of unlawful, unfair, and fraudulent business practices and requiring Defendants to engage in a corrective advertising campaign.

78. Unless Defendants are enjoined from continuing to engage in these unfair, unlawful and fraudulent business practices, Plaintiff and the other class members will continue to be injured by Defendants' actions and conduct.

79. Defendants have thus engaged in unlawful, unfair, and fraudulent business acts and practices, entitling Plaintiff and the other class members to judgment and equitable relief against Defendants, as set forth in the Prayer for Relief, including full restitution and/or disgorgement of all revenues, earnings, profits, compensation, and benefits which may have been obtained by Defendants as a result of such business acts or practices, and enjoining Defendants to cease and desist from engaging in the practices described herein.

#### **PRAYER FOR RELIEF**

WHEREFORE, Plaintiff, individually and on behalf of all other members of the general public similarly situated, prays for relief and judgment against Defendants, and each of them, jointly and severally, as follows:

///

**Class Certification**

1. That this action be certified as a class action;
2. That Plaintiff be appointed as the class representative;
3. That counsel for Plaintiff and the putative class be appointed as class counsel;

**As to the First through Sixth Causes of Action**

4. That Plaintiff and the other class members be awarded compensatory and general damages according to proof;
5. That Plaintiff and the putative class be awarded restitution and/or disgorgement and other equitable relief as the Court deems proper;
6. That Plaintiff and the other class members be awarded interest on the monies wrongfully obtained from the date of collection through the date of entry of judgment in this action;
7. For injunctive relief to ensure compliance with the California False Advertising Act and the California Unfair Business Practices Act;
8. That Plaintiff and the other class members be awarded punitive damages as to the appropriate cause of action;
9. That Plaintiff and the other class members be awarded their reasonable attorneys' fees, expert witness fees, and other costs pursuant to statutes as may be applicable; and
10. All such other and further relief as the Court deems just and proper.

Dated: December 5, 2013

**SHENKMAN & HUGHES**

By: 

Kevin Shenkman  
Attorneys for Plaintiff



**DEMAND FOR JURY TRIAL**

Plaintiff, EDWIN HAFTEVANI, on behalf of herself and all other members of the  
general public similarly situated, hereby demands a jury trial.

Dated: December 5, 2013

**SHENKMAN & HUGHES**

By: 

Kevin Shenkman  
*Attorneys for Plaintiff*

**LAWYERS for JUSTICE, PC**  
410 West Arden Avenue, Suite 203  
Glendale, California 91203

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Kevin Shenkman (SBN 223315) SHENKMAN & HUGHES 28905 Wight Road Malibu, California 90265 TELEPHONE NO.: (310) 457-0970 FAX NO.: ATTORNEY FOR (Name): Plaintiff Edwin Haftevani		FOR COURT USE ONLY  <b>FILED</b> LOS ANGELES SUPERIOR COURT  DEC 05 2013  JOHN A. CLARKE, CLERK BY AMBER LIVES, DEPUTY	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles STREET ADDRESS: 111 North Hill Street MAILING ADDRESS: 111 North Hill Street CITY AND ZIP CODE: Los Angeles 90012 BRANCH NAME: Stanley Mosk Courthouse		CASE NUMBER: <b>BC529641</b>  JUDGE:  DEPT:	
CASE NAME: <b>HAFTEVANI vs. CHAYA RESTAURANT GROUP, et al.</b>			
<b>CIVIL CASE COVER SHEET</b> <input checked="" type="checkbox"/> <b>Unlimited</b> (Amount demanded exceeds \$25,000) <input type="checkbox"/> <b>Limited</b> (Amount demanded is \$25,000 or less)		<b>Complex Case Designation</b> <input type="checkbox"/> <b>Counter</b> <input type="checkbox"/> <b>Joinder</b> Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	

*Items 1-6 below must be completed (see instructions on page 2).*

1. Check **one** box below for the case type that best describes this case:

<b>Auto Tort</b> <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) <b>Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</b> <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) <b>Non-PI/PD/WD (Other) Tort</b> <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input checked="" type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) <b>Employment</b> <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	<b>Contract</b> <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) <b>Real Property</b> <input type="checkbox"/> Eminent domain/inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) <b>Unlawful Detainer</b> <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) <b>Judicial Review</b> <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	<b>Provisionally Complex Civil Litigation</b> (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) <b>Enforcement of Judgment</b> <input type="checkbox"/> Enforcement of judgment (20) <b>Miscellaneous Civil Complaint</b> <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) <b>Miscellaneous Civil Petition</b> <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
---	--	---

2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- |  |  |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties   | d. <input type="checkbox"/> Large number of witnesses  |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input type="checkbox"/> Substantial amount of documentary evidence   | f. <input type="checkbox"/> Substantial postjudgment judicial supervision  |
3. Remedies sought (check all that apply): a. ☒ monetary    b. ☒ nonmonetary; declaratory or injunctive relief    c. ☒ punitive
4. Number of causes of action (specify): 6
5. This case ☒ is ☐ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: December 5, 2013

Kevin Shenkman

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

**NOTICE**

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

SHORT TITLE:

HAFTEVANI VS. CHAYA RESTAURANT GROUP, et al.

CASE NUMBER

BC529641

**CIVIL CASE COVER SHEET ADDENDUM AND  
STATEMENT OF LOCATION  
(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)**

**This form is required pursuant to Local Rule 2.0 in all new civil case filings in the Los Angeles Superior Court.**

**Item I.** Check the types of hearing and fill in the estimated length of hearing expected for this case:

JURY TRIAL? ☒ YES CLASS ACTION? ☒ YES LIMITED CASE? ☐ YES TIME ESTIMATED FOR TRIAL <sup>10</sup> ☐ HOURS/ ☒ DAYS

**Item II.** Indicate the correct district and courthouse location (4 steps – If you checked "Limited Case", skip to Item III, Pg. 4):

**Step 1:** After first completing the Civil Case Cover Sheet form, find the main Civil Case Cover Sheet heading for your case in the left margin below, and, to the right in Column **A**, the Civil Case Cover Sheet case type you selected.

**Step 2:** Check one Superior Court type of action in Column **B** below which best describes the nature of this case.

**Step 3:** In Column **C**, circle the reason for the court location choice that applies to the type of action you have checked. For any exception to the court location, see Local Rule 2.0.

**Applicable Reasons for Choosing Courthouse Location (see Column C below)**

- |  |  |
|--|--|
| 1. Class actions must be filed in the Stanley Mosk Courthouse, central district. | 6. Location of property or permanently garaged vehicle.    |
| 2. May be filed in central (other county, or no bodily injury/property damage).  | 7. Location where petitioner resides.                      |
| 3. Location where cause of action arose.   | 8. Location wherein defendant/respondent functions wholly. |
| 4. Location where bodily injury, death or damage occurred.                       | 9. Location where one or more of the parties reside.       |
| 5. Location where performance required or defendant resides.                     | 10. Location of Labor Commissioner Office                  |

**Step 4:** Fill in the information requested on page 4 in Item III; complete Item IV. Sign the declaration.

	<b>A</b> Civil Case Cover Sheet Category No.	<b>B</b> Type of Action (Check only one)	<b>C</b> Applicable Reasons - See Step 3 Above
Auto Tort	Auto (22)	<input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1., 2., 4.
	Uninsured Motorist (46)	<input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist	1., 2., 4.
Other Personal Injury/Property Damage/Wrongful Death Tort	Asbestos (04)	<input type="checkbox"/> A6070 Asbestos Property Damage <input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	2. 2.
	Product Liability (24)	<input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)	1., 2., 3., 4., 8.
	Medical Malpractice (45)	<input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons <input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1., 4. 1., 4.
	Other Personal Injury Property Damage Wrongful Death (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall)	1., 4.
		<input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.)	1., 4.
		<input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress <input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death	1., 3. 1., 4.

SHORT TITLE:

HAFTEVANI VS. CHAYA RESTAURANT GROUP, et al.

CASE NUMBER

	<b>A</b> Civil Case Cover Sheet Category No.	<b>B</b> Type of Action (Check only one)	<b>C</b> Applicable Reasons - See Step 3 Above
Non-Personal Injury/Property Damage/ Wrongful Death Tort	Business Tort (07)	<input type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1., 3.
	Civil Rights (08)	<input type="checkbox"/> A6005 Civil Rights/Discrimination	1., 2., 3.
	Defamation (13)	<input type="checkbox"/> A6010 Defamation (slander/libel)	1., 2., 3.
	Fraud (16)	<input checked="" type="checkbox"/> A6013 Fraud (no contract)	① 2., 3.
	Professional Negligence (25)	<input type="checkbox"/> A6017 Legal Malpractice <input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1., 2., 3. 1., 2., 3.
	Other (35)	<input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	2., 3.
Employment	Wrongful Termination (36)	<input type="checkbox"/> A6037 Wrongful Termination	1., 2., 3.
	Other Employment (15)	<input type="checkbox"/> A6024 Other Employment Complaint Case <input type="checkbox"/> A6109 Labor Commissioner Appeals	1., 2., 3. 10.
Contract	Breach of Contract/ Warranty (06) (not insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction) <input type="checkbox"/> A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence) <input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud) <input type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	2., 5. 2., 5. 1., 2., 5. 1., 2., 5.
	Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff <input type="checkbox"/> A6012 Other Promissory Note/Collections Case	2., 5., 6. 2., 5.
	Insurance Coverage (18)	<input type="checkbox"/> A6015 Insurance Coverage (not complex)	1., 2., 5., 8.
	Other Contract (37)	<input type="checkbox"/> A6009 Contractual Fraud <input type="checkbox"/> A6031 Tortious Interference <input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1., 2., 3., 5. 1., 2., 3., 5. 1., 2., 3., 8.
	Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation      Number of parcels_____	2.
Real Property	Wrongful Eviction (33)	<input type="checkbox"/> A6023 Wrongful Eviction Case	2., 6.
	Other Real Property (26)	<input type="checkbox"/> A6018 Mortgage Foreclosure <input type="checkbox"/> A6032 Quiet Title <input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2., 6. 2., 6. 2., 6.
	Unlawful Detainer	Unlawful Detainer-Commercial (31)	<input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)
	Unlawful Detainer-Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	2., 6.
	Unlawful Detainer- Post-Foreclosure (34)	<input type="checkbox"/> A6020F Unlawful Detainer-Post-Foreclosure	2., 6.
	Unlawful Detainer-Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2., 6.

SHORT TITLE:

HAFTEVANI VS. CHAYA RESTAURANT GROUP, et al.

CASE NUMBER

	<b>A</b> Civil Case Cover Sheet Category No.	<b>B</b> Type of Action (Check only one)	<b>C</b> Applicable Reasons - See Step 3 Above	
Judicial Review	Asset Forfeiture (05)	<input type="checkbox"/> A6108 Asset Forfeiture Case	2., 6.	
	Petition re Arbitration (11)	<input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration	2., 5.	
	Writ of Mandate (02)	<input type="checkbox"/> A6151 Writ - Administrative Mandamus <input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter <input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	2., 8. 2. 2.	
	Other Judicial Review (39)	<input type="checkbox"/> A6150 Other Writ /Judicial Review	2., 8.	
Provisionally Complex Litigation	Antitrust/Trade Regulation (03)	<input type="checkbox"/> A6003 Antitrust/Trade Regulation	1., 2., 8.	
	Construction Defect (10)	<input type="checkbox"/> A6007 Construction Defect	1., 2., 3.	
	Claims Involving Mass Tort (40)	<input type="checkbox"/> A6006 Claims Involving Mass Tort	1., 2., 8.	
	Securities Litigation (28)	<input type="checkbox"/> A6035 Securities Litigation Case	1., 2., 8.	
	Toxic Tort Environmental (30)	<input type="checkbox"/> A6036 Toxic Tort/Environmental	1., 2., 3., 8.	
	Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only)	1., 2., 5., 8.	
Enforcement of Judgment	Enforcement of Judgment (20)	<input type="checkbox"/> A6141 Sister State Judgment <input type="checkbox"/> A6160 Abstract of Judgment <input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations) <input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes) <input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax <input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2., 9. 2., 6. 2., 9. 2., 8. 2., 8. 2., 8., 9.	
	RICO (27)	<input type="checkbox"/> A6033 Racketeering (RICO) Case	1., 2., 8.	
	Miscellaneous Civil Complaints	Other Complaints (Not Specified Above) (42)	<input type="checkbox"/> A6030 Declaratory Relief Only <input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment) <input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex) <input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)	1., 2., 8. 2., 8. 1., 2., 8. 1., 2., 8.
		Partnership Corporation Governance (21)	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2., 8.
		Miscellaneous Civil Petitions	Other Petitions (Not Specified Above) (43)	<input type="checkbox"/> A6121 Civil Harassment <input type="checkbox"/> A6123 Workplace Harassment <input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case <input type="checkbox"/> A6190 Election Contest <input type="checkbox"/> A6110 Petition for Change of Name <input type="checkbox"/> A6170 Petition for Relief from Late Claim Law <input type="checkbox"/> A6100 Other Civil Petition


SHORT TITLE: <b>HAFTEVANI VS. CHAYA RESTAURANT GROUP, et al.</b>	CASE NUMBER
---	-------------

**Item III. Statement of Location:** Enter the address of the accident, party's residence or place of business, performance, or other circumstance indicated in Item II., Step 3 on Page 1, as the proper reason for filing in the court location you selected.

<b>REASON:</b> Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected for this case.  <input checked="" type="checkbox"/> 1. <input type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10.		ADDRESS: 100 Corporate Pointe, Suite 105
CITY: Culver City	STATE: CA	ZIP CODE: 90230

**Item IV. Declaration of Assignment:** I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that the above-entitled matter is properly filed for assignment to the Stanley Mosk courthouse in the Central District of the Superior Court of California, County of Los Angeles [Code Civ. Proc., § 392 et seq., and Local Rule 2.0, subds. (b), (c) and (d)].

Dated: December 5, 2013

  
 (SIGNATURE OF ATTORNEY/FILING PARTY)

**PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:**

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet, Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form, LACIV 109, LASC Approved 03-04 (Rev. 03/11).
5. Payment in full of the filing fee, unless fees have been waived.
6. A signed order appointing the Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court in order to issue a summons.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.