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Attorneys for Plaintiffs

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY
Newark Vicinage**

DUNKIN' DONUTS FRANCHISING LLC,
a Delaware Limited Liability Company,
DD IP HOLDER LLC,
a Delaware Limited Liability Company,
BASKIN-ROBBINS FRANCHISING LLC,
a Delaware Limited Liability Company,
BR IP HOLDER LLC,
a Delaware Limited Liability Company, and
DB REAL ESTATE ASSETS I LLC,
a Delaware Limited Liability Company,

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C.A. No. _____

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Plaintiffs,	)
	)
v.	)
	)
KAMLESH PATEL,	)
a resident of the State of New Jersey,	)
DAXA PATEL,	)
a resident of the State of New Jersey,	)
BACHUBHAI PATEL,	)
a resident of the State of New Jersey, and	)
SAVITABEN PATEL,	)
a resident of the State of New Jersey,	)
	)
Defendants.	)
	)
	)

COMPLAINT

Plaintiffs Dunkin' Donuts Franchising LLC, DD IP Holder LLC, Baskin-Robbins Franchising LLC, BR IP Holder LLC, and DB Real Estate Assets I LLC (collectively, "Dunkin'"), by way of Complaint against Defendants Kamlesh Patel, Daxa Patel, Bachubhai Patel, and Savitaben Patel (collectively, "Defendants"), state as follows:

Summary of Action

1. Dunkin' obtained a judgment against Defendant Kamlesh Patel ("Kamlesh") in the United States District Court for the Eastern District of Missouri in May 2014. Dunkin' had brought suit to enforce the termination of its franchise agreements with Kamlesh and certain of his business partners after discovering that they committed fraud in connection with those contracts. In entering a final

judgment in Dunkin' favor, the federal court in Missouri also awarded Dunkin' its attorneys' fees, costs, and, expenses in the amount of \$757,573.96. All of the individual defendants in that action, including Kamlesh, were made jointly and severally liable to Dunkin' for the full amount of the award.

2. Dunkin' has since sought to execute on its judgment and has engaged in discovery to obtain information and documents bearing on Kamlesh's assets. As part of that process, Dunkin' recently discovered that over \$1 million was transferred out of joint accounts Kamlesh held with his wife, Defendant Daxa Patel ("Daxa"), or his father-in-law, Defendant Bachubhai Patel ("Bachubhai"), after the trial in the Missouri action. Also following the trial, Kamlesh transferred his ownership interest in certain real property in New Jersey to Daxa, Bachubhai, and his mother-in-law, Defendant Savitaben Patel ("Savitaben"). These transfers were fraudulently made for the sole purpose of hindering and delaying Dunkin's collection efforts. Dunkin' now seeks injunctive and other relief against Kamlesh, Daxa, Bachubhai, and Savitaben for the reasons set forth below.

Parties

3. Plaintiff Dunkin' Donuts Franchising LLC is a Delaware limited liability company with its principal place of business at 130 Royall Street, Canton, Massachusetts. It is engaged in the business of franchising independent businesspersons to operate "Dunkin' Donuts" shops throughout the United States.

Dunkin' Donuts franchisees are licensed to use the trade names, service marks, and trademarks of Dunkin' Donuts and to operate under the Dunkin' Donuts system, which involves the production, merchandising, and sale of doughnuts and related products utilizing a specially designed building with special equipment, equipment layouts, interior and exterior accessories, identification schemes, products, management programs, standards, specifications, proprietary marks, and identification.

4. Plaintiff DD IP Holder LLC, successor-in-interest to Dunkin' Donuts USA, Inc., is a Delaware limited liability company with its principal place of business at 130 Royall Street, Canton, Massachusetts. DD IP Holder LLC is the owner of the trademark, service mark, and trade name "Dunkin' Donuts," and related marks.

5. Plaintiff Baskin-Robbins Franchising LLC is a Delaware limited liability company with its principal place of business at 130 Royall Street, Canton, Massachusetts. It is engaged in the business of franchising independent businesspersons to operate Baskin-Robbins stores throughout the United States. Baskin-Robbins franchisees are licensed to use the Baskin-Robbins trademarks, trade names, and service marks and to operate under the Baskin-Robbins System, which involves the production, merchandising, and sale of ice cream and related products utilizing special equipment, equipment layouts, interior and exterior

accessories, identification schemes, products, management programs, standards, specifications, proprietary marks, and information.

6. Plaintiff BR IP Holder LLC, successor-in-interest to Baskin-Robbins Incorporated, is a Delaware limited liability company with its principal place of business at 130 Royall Street, Canton, Massachusetts. BR IP Holder LLC is the owner of the trademark, service mark, and trade name “Baskin-Robbins,” and related marks.

7. Plaintiff DB Real Estate Assets I LLC, a successor-in-interest to Third Dunkin’ Donuts Realty, Inc., is a Delaware limited liability company with its principal place of business at 130 Royall Street, Canton, Massachusetts. It is engaged in the business of leasing properties to Dunkin’ Donuts franchisees to enable Dunkin’ Donuts to franchise independent businesspersons to operate Dunkin’ Donuts shops at those locations.

8. DB Master Finance LLC, a Delaware limited liability company, is the sole member of Plaintiffs DD IP Holder LLC, BR IP Holder LLC, and DB Real Estate Assets I LLC. In turn, the sole member of DB Master Finance LLC is Baskin-Robbins International LLC, a Delaware limited liability company. The sole member of Baskin-Robbins International LLC is Baskin-Robbins Flavors LLC, a Delaware limited liability company. The sole member of Baskin-Robbins Flavors LLC is Baskin-Robbins USA LLC, a California limited liability company.

The sole member of Baskin-Robbins USA LLC is Baskin-Robbins LLC, a Delaware limited liability company. The sole member of Baskin-Robbins LLC is Mister Donut of America LLC, a Delaware limited liability company. The sole member of Mister Donut of America LLC is Dunkin' Donuts USA LLC, a Delaware limited liability company. The sole member of Dunkin' Donuts USA LLC is Dunkin' Donuts LLC, a Delaware limited liability company. The sole member of Dunkin' Donuts LLC is Dunkin' Brands, Inc., a Delaware corporation. The principal place of business of all the foregoing entities is at Canton, Massachusetts.

9. The sole member of Plaintiffs Dunkin' Donuts Franchising LLC and Baskin-Robbins Franchising LLC is DB Franchising Holding Company LLC, which is a Delaware limited liability company with its principal place of business at Canton, Massachusetts. In turn, the sole member of DB Franchising Holding Company LLC is DB Master Finance LLC. As stated above, DB Master Finance LLC is a Delaware limited liability company with its principal place of business in Canton, Massachusetts.

10. Defendant Kamlesh is a natural person and, upon information and belief, a citizen and resident of the State of New Jersey. He was an officer, member, and/or shareholder of Sai Food & Hospitality, LLC ("SFH"), a Missouri limited liability company that previously owned and operated a Dunkin' Donuts

and Baskin-Robbins combination franchise located in Washington, Missouri pursuant to a franchise agreement dated November 19, 2010 and a Dunkin' Donuts franchise located in Florissant, Missouri pursuant to a separate franchise agreement dated August 5, 2011. Kamlesh, along with two other business partners, signed the franchise agreement for the Florissant shop on behalf of SFH and personally guaranteed SFH's obligations with respect to that contract pursuant to an executed personal guarantee.

11. Defendant Daxa is a natural person and, upon information and belief, a citizen and resident of the State of New Jersey.

12. Defendant Bachubhai is a natural person and, upon information and belief, a citizen and resident of the State of New Jersey. For the 2013 tax year, Kamlesh and Daxa claimed Bachubhai as a dependent on their joint personal income tax return. According to Kamlesh's counsel in the Missouri action, Bachubhai is Kamlesh's father-in-law.

13. Defendant Savitaben is a natural person and, upon information and belief, a citizen and resident of the State of New Jersey. For the 2013 tax year, Kamlesh and Daxa claimed Savitaben as a dependent on their joint personal income tax return. According to Kamlesh's counsel in the Missouri action, Savitaben is Kamlesh's mother-in-law.

Jurisdiction and Venue

14. This Court has jurisdiction pursuant to 28 U.S.C. §§ 1332(a) & 1367(a). The amount in controversy exceeds \$75,000, exclusive of interest and costs.

15. This Court has *in personam* jurisdiction over Defendants because they reside in this District and the events giving rise to Dunkin's claims occurred here.

16. Venue is proper pursuant to 28 U.S.C. § 1391(b) because Defendants reside in this District and a substantial part of the events or omissions giving rise to Dunkin's claims occurred here.

Factual Allegations

Dunkin's Judgment Against Kamlesh

17. Dunkin' entered into two franchise agreements and related contracts with SFH, a company in which Kamlesh maintained a majority interest at one point in time. Dunkin' terminated its contracts with SFH in August 2011 after learning that Kamlesh and the other members of the company had engaged in fraudulent conduct in the course of procuring their franchise agreements. That same month, Dunkin' brought suit in the U.S. District Court for the Eastern District of Missouri to enjoin SFH's continued operation of its Dunkin' franchises and to recover damages for breach of Dunkin's various agreements with SFH in a civil action styled *Dunkin' Donuts Franchising LLC, et al. v. SAI Food &*

Hospitality, LLC, et al., No. 4:11-cv-01484-AGF (E.D. Mo.). Dunkin' expressly pled in its complaint that it would seek to recover all attorneys' fees, costs, and expenses incurred during the litigation in accordance with the terms of the franchise agreements.

18. In August 2013, at the conclusion of the bench trial held in the Missouri action, the district court overseeing that case announced that although it would eventually issue a more thorough written opinion, it intended to find that Kamlesh and his partners knowingly misrepresented the ownership of SFH and that this deceit constituted a breach of the parties' franchise agreements warranting their termination. The court noted on the record that it did not find the testimony of Kamlesh and the other defendants in the case to be credible. With the agreement of all counsel present at the trial, the court then set a schedule for the parties to file post-trial briefs and written submissions on damages (including Dunkin's petition for its attorneys' fees).

19. Pursuant to the post-trial briefing schedule set by the Missouri court, Dunkin' filed its motion for attorneys' fees and costs in that action on November 15, 2013, seeking a total of \$757,573.96 incurred as of November 14, 2013. Kamlesh and the other defendants filed an opposition to Dunkin's fee petition on December 11, 2013 and a surreply on December 27, 2013.

20. On December 31, 2013, the court issued its findings of fact and

conclusions of law and entered a declaratory judgment in Dunkin's favor on all claims and counterclaims in the Missouri action. The district court's memorandum advised the parties that the amount of attorneys' fees to be awarded to Dunkin' would be determined by a separate order, at which point a final judgment would be entered in the case.

21. Subsequently, on May 16, 2014, the court entered a final judgment in favor of Dunkin' and against Kamlesh and his partners. The judgment totaled \$757,573.96, and Kamlesh was made jointly and severally liable for the full amount of that award.

22. To date, only \$7,113 of the judgment amount has been paid. Dunkin' obtained this payment by garnishing bank accounts held by Kamlesh's business partners in Missouri.

Kamlesh's Refusal to Answer Dunkin's Post-Judgment Discovery

23. Since the entry of the final judgment in the Missouri action, Dunkin' has engaged in discovery to obtain information and documents bearing on Kamlesh's assets.¹ In accordance with Federal Rule of Civil Procedure 69, Dunkin' propounded Post-Judgment Interrogatories and Requests for the

¹ On December 19, 2014, Dunkin' moved the federal court in Missouri for permission to register the final judgment in this District pursuant to 28 U.S.C. § 1963. Kamlesh and his partners have appealed the final judgment to the United States Court of Appeals for the Eighth Circuit but have not posted a supersedeas bond to stay enforcement of the judgment in accordance with Federal Rule of Civil Procedure 62(d).

Production of Documents on Kamlesh on July 24, 2014.

24. Dunkin's Requests for Production sought, among other things, tax returns and statements for all of Kamlesh's bank, brokerage, and loan accounts covering the prior eighteen months (and specifically instructed that the statements should show deposits as well as withdrawals).

25. After requesting and obtaining an extension of time to respond, Kamlesh served written answers to the Requests for Production on September 5, 2014. He only produced his most recent personal income tax return at that time. He did not include any brokerage or investment account statements, although his tax return showed that he had such accounts within the time period relevant to Dunkin's Requests, and he did not include any bank statements.

26. Kamlesh also served written answers to Dunkin's Interrogatories on September 5, 2014. In many instances, his answers were incomplete or inaccurate. By way of example only, one of Dunkin's Interrogatories asked Kamlesh to state whether he maintains any savings accounts, money market accounts, checking accounts, or other type of banking accounts and, if so, to identify the name of the institution holding each such account, the name that the account is held under, the balance of the account, and the account number. Kamlesh responded that he "maintains certain savings and checking accounts, the details of which are not readily available to [him]." A separate Interrogatory asked Kamlesh to identify the

real property in which he maintains an ownership interest and to provide information regarding the location of and his equity interest in any such property. Kamlesh responded that he and Daxa owned real property located in Bloomfield, New Jersey, but he did not provide any of the other requested information. A related Interrogatory asked Kamlesh for information pertaining to any mortgage or other type of lien encumbering his property. He stated that the property in Bloomfield is encumbered by a mortgage but that he was “not presently aware of the amount of the encumbrance.”

27. After receiving Kamlesh’s written answers to Dunkin’s discovery requests in September 2014, Dunkin’s counsel made numerous efforts to confer with his counsel in the Missouri action about the insufficiency of his responses. In particular, Dunkin’s counsel repeatedly asked that Kamlesh produce statements for his financial accounts covering the prior eighteen months. On October 23, 2014, Dunkin’s counsel was told that Kamlesh’s account statements would be produced. However, after weeks of continued inquiries by Dunkin’s counsel, Kamlesh’s counsel produced only fourteen pages of statements on November 7, 2014. These records did not cover the entire time period requested, did not represent all of Kamlesh’s accounts, and, in numerous instances, did not show deposits and withdrawals.

28. Also on October 23, 2014, Kamlesh’s counsel informed Dunkin’s

counsel that Kamlesh does not presently own any real estate and that the home in Bloomfield, New Jersey in which he resides is owned by his mother-in-law, father-in-law, and wife. Dunkin's counsel spoke with Kamlesh's counsel shortly thereafter and asked about the discrepancy between this new information and Kamlesh's Interrogatory responses in which he represented that he and his wife owned the property in Bloomfield. Kamlesh's counsel indicated that he would provide deed records to demonstrate the history of Kamlesh's interest in the property. To date, Dunkin's counsel has not received any additional records from Kamlesh or his counsel regarding this property.

29. Public records show that Kamlesh granted his ownership interest in a property located on Bellevue Terrace in Bloomfield, New Jersey to Daxa, Bachubhai, and Savitaben on or about December 20, 2013. The records further show that Kamlesh and Daxa first purchased the property on or about July 25, 1996.

30. Finally, on October 30, 2014, Kamlesh's counsel provided Dunkin's counsel with a list of some of Kamlesh's bank accounts, identifying the institutions where the accounts were held and the associated account numbers, including TD Bank, Valley National Bank, and Provident Bank. This list was not accompanied by any account statements, and it omitted several institutions that appeared on Schedule B of Kamlesh's 2013 tax return. The return indicates that he also has or

had accounts or investments at Bank of America, American Enterprise Investment Services, Inland American Real Estate Trust, and Morgan Stanley.

Dunkin's Discovery of Kamlesh's Fraudulent Transfers

31. In light of Kamlesh's refusal to comply with his discovery obligations, and his protracted attempts to delay the production of his account statements, Dunkin' subpoenaed his financial institutions in November 2014. Specifically, Dunkin' issued subpoenas to TD Bank, Valley National Bank, Provident Bank, Bank of America, Inland American Real Estate Trust, and Morgan Stanley. Dunkin' has received records from all of these institutions except Provident Bank and Inland American Real Estate Trust. It also recently issued a subpoena to American Enterprise Investment Services, and, as of the date of this filing, is awaiting records from that entity.

32. The records produced by the financial institutions that have responded to Dunkin's subpoenas show that over \$1 million has been transferred from certain of Kamlesh's accounts since the district court in Missouri first announced that it intended to find in Dunkin's favor in the underlying lawsuit. Kamlesh held these accounts either with Daxa or Bachubhai. Specifically, Kamlesh's account statements show the following transfers:

a) On September 16, 2013, \$200,000 was withdrawn from Account No. XXXXXXXXXXXX3253 at TD Bank by Bachubhai. This account has

since been closed.

b) On September 26, 2013, \$45,000 was withdrawn from Account No. XXXXX6018 at Valley National Bank by Daxa. This account has since been closed.

c) On November 27, 2013, \$400,000 was withdrawn from Account No. XXXXXX2327 at TD Bank by Bachubhai. This account has since been closed.

d) On January 7, 2014, \$375,000 was withdrawn from Account No. XXXXXX3154 at TD Bank by Daxa. This account has since been closed.

e) Also on January 7, 2014, \$45,000 was withdrawn from Account No. XXXXXXXXXXX3261 at TD Bank by Daxa. This account has since been closed.

f) On June 2, 2014, \$99,985.45 was withdrawn from Account No. XXXX5717 at Valley National Bank upon the account's closing.

g) On June 13, 2014, \$60,532.74 was withdrawn from Account No. XXXXXXXXXXX6187 at TD Bank (a certificate of deposit) upon the account's closing by Daxa.

h) On July 31, 2014, \$44,098 was withdrawn from Account No. XXXXXXXXXXX9294 at Bank of America by Kamlesh. This withdrawal left a \$0 balance in the account.

33. All of the foregoing transfers (as well as Kamlesh's transfer of his ownership interest in the property in Bloomfield, New Jersey) occurred after the court in the Missouri action announced its factual findings in that matter. In particular, the transfers on January 7, 2014 from the joint accounts held by Kamlesh and Daxa at TD Bank (totaling \$420,000) occurred just a few days after the Missouri court entered a declaratory judgment in Dunkin's favor.

34. Prior to Dunkin's receipt of the subpoenaed records, Kamlesh's counsel in the Missouri action represented to Dunkin's counsel that Kamlesh and the other members of SFH have several creditors and that they have limited funds to satisfy their outstanding obligations, including Dunkin's judgment against them. Upon receiving the subpoenaed documents, Dunkin's counsel reported the transfers to Kamlesh's counsel. To date, Kamlesh has not responded to Dunkin's request for an explanation regarding the transfers.

35. Upon information and belief, the transfer of these funds from accounts held jointly by Kamlesh left Kamlesh insolvent and without sufficient funds to satisfy Dunkin's judgment against him.

COUNT I
Avoidance and Recovery of Fraudulent Transfers
N.J. Stat. Ann. § 25:2-25(a) & (b)
(Against All Defendants)

36. Dunkin' incorporates the allegations contained in Paragraphs 1 through 35 of this Complaint as if fully set forth herein.

37. Kamlesh has represented to Dunkin' through his counsel in the Missouri action that he and his partners in SFH are insolvent, that they have other creditors, and that they are unable to satisfy all of their debts, including Dunkin's judgment against them.

38. Nevertheless, under Kamlesh's direction, over \$1 million has been transferred, withdrawn, or otherwise removed from financial accounts held jointly in his name since it became clear that judgment would be entered against him in the Missouri action. In addition, Kamlesh transferred his ownership interest in real property located on Bellevue Terrace in Bloomfield, New Jersey to Daxa, Bachubhai, and Savitaben following the trial in that case.

39. When these assets were transferred, Kamlesh had already been sued by Dunkin' in the Missouri action, and Daxa, Bachubhai, and Savitaben were "insiders" within the meaning of N.J. Stat. Ann. § 25:2-22(a)(1).

40. In addition, upon information and belief, Daxa, Bachubhai, and Savitaben were the transferees of the transfers referenced above.

41. Upon information and belief, the transfer of money and property from Kamlesh to Daxa, Bachubhai, and Savitaben was without consideration. As a result of these distributions, Kamlesh's remaining assets are insufficient to satisfy claims against him, including Dunkin's judgment in the Missouri action.

42. Kamlesh attempted to conceal evidence of these transfers by

withholding his financial statements from Dunkin' after Dunkin' sought them through post-judgment discovery. He has also fraudulently misrepresented the nature of his interest in the home where he resides.

43. The transfer of assets to Daxa, Bachubhai, and Savitaben was taken with the intent to hinder, delay, or defraud Kamlesh's creditors, including Dunkin', within the meaning of N.J. Stat. Ann. § 25:2-25(a). But for the transfers, these assets would have been available to Dunkin' for execution.

44. Alternatively, Kamlesh received no reasonably equivalent value in exchange for the transfers described above and, at the time of the transfers, Kamlesh believed or reasonably should have believed that he would incur debts, including Dunkin's ultimate judgment against him in the Missouri action, beyond his ability to pay as they became due.

45. As a result, the transfers between Defendants constitute fraudulent transfers pursuant to N.J. Stat. Ann. § 25:2-25(a) or N.J. Stat. Ann. § 25:2-25(b) or both.

46. Dunkin' is entitled to avoid the transfers referenced above pursuant to N.J. Stat. Ann. § 25:2-29 and to enjoin any further disposition by Defendants of the assets that were transferred.

COUNT II
Civil Conspiracy
(Against All Defendants)

47. Dunkin' incorporates the allegations contained in Paragraphs 1 through 46 of this Complaint as if fully set forth herein.

48. Upon information and belief, Defendants acted in concert to engage in the wrongful and unlawful conduct described above and to harm Dunkin' in violation of the New Jersey Uniform Fraudulent Transfer Act.

49. Upon information and belief, Defendants engaged and intentionally participated in, assisted, or planned the wrongful and unlawful conduct alleged above as part of and in furtherance of their common goal to harm Dunkin' and to transfer, divert, and misuse monies due and owing to Dunkin' in violation of the New Jersey Uniform Fraudulent Transfer Act.

50. As a result of Defendants' actions, Dunkin' has suffered and is continuing to suffer irreparable injury, and has incurred and is continuing to incur monetary damage in an amount that has yet to be determined.

COUNT III
Breach of Contract
(Against Defendant Kamlesh Patel)

51. Dunkin' incorporates the allegations contained in Paragraphs 1 through 50 of this Complaint as if fully set forth herein.

52. Kamlesh personally guaranteed the obligations of SFH with respect to the franchise agreement for its franchise located in Florissant, Missouri.

53. Under Paragraph 14.2 of the franchise agreement, it is a default for Kamlesh to commit fraud with respect to his performance of the agreement.

54. Pursuant to Paragraph 14.7 of the franchise agreement, in the event of termination, Kamlesh agreed to pay all monies owed under the agreement, including fees and interest, within ten days.

55. In addition, under Paragraph 14.4.4 of the franchise agreement, Kamlesh agreed to pay to Dunkin' all costs and expenses, including reasonable attorneys' fees, incurred by Dunkin' in enforcing any provisions of the agreement.

56. On May 16, 2014, the district court ratified the termination of the franchise agreement and entered a judgment against Kamlesh and the other members of SFH in an amount totaling \$757,573.96. Kamlesh was made jointly and severally liable for the full amount of that award.

57. To date, Kamlesh has not paid the final judgment Dunkin' obtained in the Missouri action, which is an amount due and owing under the franchise agreement. Moreover, as outlined above, Kamlesh has fraudulently attempted to avoid this payment obligation.

58. Accordingly, Dunkin' is entitled to recover all costs and expenses, including its attorneys' fees, incurred in this action.

Prayer for Relief

WHEREFORE, Plaintiffs pray that this Court:

A. Enter judgment against Defendants setting aside as fraudulent and voiding the transfers identified in this Complaint and any additional transfers that are presently unknown;

B. Enter judgment in favor of Plaintiffs for the damages they have suffered as a result of Defendants' conduct in an amount to be determined at trial, together with prejudgment interest thereon;

C. Enter an order preliminarily and permanently requiring Defendants Daxa Patel, Bachubhai Patel, and Savitaben Patel to return the funds identified in this Complaint and any additional funds that were fraudulently transferred to them to accounts held by Defendant Kamlesh Patel, either individually or jointly;

D. Enter an order preliminarily and permanently requiring Defendants Daxa Patel, Bachubhai Patel, and Savitaben Patel to return to Defendant Kamlesh Patel his ownership interest in the real property located on Bellevue Terrace in Bloomfield, New Jersey referenced in this Complaint;

E. Enter an order temporarily and preliminarily enjoining Defendants or anyone acting in concert with them or under their control, directly or indirectly, from (a) withdrawing, transferring, encumbering, using, dissipating, disposing of, consuming, and/or secreting away any monies at TD Bank, Valley National Bank,

Bank of America, or at any other financial institution where such assets may be held; (b) withdrawing, transferring, encumbering, using, dissipating, disposing of, consuming, and/or secreting away any monies, up to and including the amount of the judgment Plaintiffs obtained against Defendant Kamlesh Patel from the United States District Court for the Eastern District of Missouri in *Dunkin' Donuts Franchising LLC, et al. v. SAI Food & Hospitality, LLC, et al.*, No. 4:11-cv-01484-AGF (E.D. Mo.) (plus post-judgment interest and less the \$7,113 Plaintiffs have already recovered on the judgment) as well as Plaintiffs' attorneys' fees and costs incurred in this action; (c) issuing any instructions, or causing any instructions to be issued, to TD Bank, Valley National Bank, Bank of America, or any other person or entity regarding the disposition of any monies in the accounts described in (a) and (b) above; and (d) withdrawing, transferring, encumbering, using, dissipating, disposing of, consuming, and/or secreting away any other assets or property owned, in whole or in part, by one or more Defendants;

F. Enter an order that all temporary restraints entered by the Court are thereafter preliminarily and permanently extended for a period of time to be determined by the Court;

G. Award Plaintiffs their costs and attorneys' fees incurred in connection with this action pursuant to the franchise agreement and applicable law; and

H. Award Plaintiffs such other relief as this Court may deem just and proper.

Respectfully submitted,

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Dated: January 5, 2015

By: 
Robert B. Nussbaum

OF COUNSEL

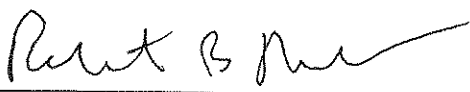
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CERTIFICATION PURSUANT TO LOCAL CIVIL RULE 11.2

Pursuant to Local Civil Rule 11.2, I certify that the matter in controversy in this action is the subject of no other action or arbitration or administrative proceeding, that no other action or arbitration or administrative proceeding is contemplated at this time, and that all persons who should be joined as parties to this action have been joined.

Dated:



Robert B. Nussbaum