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Attorneys for PLAINTIFF,
KAYVAN SETAREH

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

KAYVAN SETAREH, an individual, PLAINTIFF, -vs- ARNAUD MASSARTIC an individual; LAETITIA MOESCK, an individual; DUTCH, INC., an unknown entity; MASSARTIC ARNAUD FABRICA IBAN, an unknown entity; and DOES 1 -100, inclusive, Defendant.	CASE NO. _____ **COMPLAINT OF KAYVAN SETAREH FOR:** **1. BREACH OF WRITTEN CONTRACT;** **2. FRAUD (Intentional Misrepresentation)** **3. FRAUD (Promise Made Without Intent to Perform)** **4. FRAUD (Negligent Misrepresentation)** **5. OPEN BOOK ACCOUNT** **6. ACCOUNT STATED**

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COMES NOW the PLAINTIFF KAYVAN SETAREH and respectfully alleges as follows:

GENERAL ALLEGATIONS

1. PLAINTIFF, KAYVAN SETAREH, an individual, is and at all times mentioned herein, was a resident of the State of California, County of Los Angeles.

2. Defendant ARNAUD MASSARTIC, an individual, was, at all times mentioned herein, a resident of the State of California, County of Los Angeles.

3. Defendant LAETITIA MOESCK, an individual, was at all times mentioned herein, a resident of the State of California, County of Los Angeles.

4. Defendant DUTCH, INC. is an unknown entity, which PLAINTIFF is informed and believes is either a DBA of DEFENDANTS and each of them or an alter ego or associated entity of DEFENDANTS and each of them.

5. Defendant MASSARTIC ARNAUD FABRICA IBAN is an unknown entity, which PLAINTIFF is informed and believes is either a DBA of DEFENDANTS and each of them or an alter ego or associated entity of DEFENDANTS and each of them.

6. The true names and capacities, whether individual, corporate, associate, governmental, employee, owner, subcontractor, independent contractor, or otherwise, of the Defendants DOES 1 through 100, and each of them, are unknown to the PLAINTIFF at this time, who, therefore, sues said Defendant by such fictitious names; and when the true names and capacities of said Defendant are ascertained, PLAINTIFF will amend this complaint accordingly; PLAINTIFF is informed and believes, and therefore alleges, that each of the Defendant designated herein as a DOE is responsible in some manner for the events and happenings herein referred to and by their conduct, caused injury and damages proximately to PLAINTIFF in some manner.

7. DOES 1 through 100, inclusive, are intended to represent all persons, corporations, partnerships, limited liability partnerships, employees, independent contractors, sub contractors, owners, or any other business entities or entities, other than those sued by their true names, who caused harm to PLAINTIFF or breached their respective duties to PLAINTIFF, in a manner

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hereinafter described, and each such fictitiously named Defendant is charged with such bad acts in relation to the harm caused to PLAINTIFF, and the charging allegations of the complaint are incorporated in this paragraph by reference and are alleged against each such individual, corporation, partnership, limited liability partnership, employee, independent contractor, sub contractor, owner, or other business entity or entity.

8. PLAINTIFF is informed and believes and thereon alleges that at all times herein mentioned each of the Defendants was the agent and employee of each of the remaining Defendants, and doing the things hereinafter alleged, was acting within the course and scope of such agency.

9. Whenever and wherever reference is made in this Complaint to any act by a Defendant, such allegations and reference shall also be deemed to mean the acts and failures to act of each Defendant acting individually, jointly and severally, unless otherwise specified.

10. MASSARTIC represented to PLAINTIFF that he was very wealthy, that he and his family owned several highly successful companies worth billions of dollars including Vivendi, which later merged with Universal. MASSARTIC provided PLAINTIFF numerous documents to induce PLAINTIFF to believe and rely upon these representations. He also represented that some of these business interests required immediate infusion of capital, for which he sought loans, to be paid back with interest.

11. MOESCK acted in PLAINTIFF's presence as MASSARTIC's girlfriend or spouse. PLAINTIFF is informed and believes that MOESK was an agent or partner of MASSARTIC and participated in perpetuating these false representations.

12. In reliance upon these representations and promises by MASSARTIC, on several occasions in 2008, PLAINTIFF lent money to DEFENDANTS and apparently false entities. These loans totaled $892,817.94, repayable with interest as funds became available from DEFENDANTS' business interests, but in all events no later than December 31, 2011 ("Loan").

13. In or about January, February and March of 2010, consistent with the Loan, MASSARTIC repaid a total of $120,000 in three payments of $40,000 each upon the Loan.

14. DEFENDANTS did not repay any more money. MASSARTIC continued to promise to repay the Loan for several months, through 2011.

15. PLAINTIFF has been damaged in an amount to be proven at the time of trial.

FIRST CAUSE OF ACTION

Breach of Written Contract

16. PLAINTIFF hereby incorporates each and every allegation contained in paragraphs 1 through 15 of the Complaint as though fully set forth herein.

17. In or about 2008, PLAINTIFF and DEFENDANTS entered into the Loan, confirmed in writing.

18. PLAINTIFF has performed all conditions, covenants, and promises required of it under the terms of the Loan.

19. DEFENDANTS breached the terms of the Loan by failing to pay PLAINTIFF the money owed by the terms of the Loan.

20. By reason of the breach of Loan by DEFENDANTS, PLAINTIFF has been damaged in an amount in excess of $25,000 to be proven at the time of trial.

SECOND CAUSE OF ACTION

Fraud (Intentional Misrepresentation)

21. PLAINTIFF hereby incorporates each and every allegation contained in paragraphs 1 through 20 of the Complaint as though fully set forth herein.

22. As set forth in more detail above, DEFENDANTS made representations regarding their need for short-term loans, their ability to repay the Loan and their intent to do so.

23. PLAINTIFF is informed and believes that these representations were false. From the time MASSARTIC met PLAINTIFF, DEFENDANTS acted in concert to ensure that PLAINTIFF was misled by these false representations.

24. At the time the representations were made, PLAINTIFF was unaware that these representations were false.

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25. PLAINTIFF continued to believe and rely on the representations of DEFENDANTS for several months after DEFENDANTS stopped making payments.

26. As a proximate result of the fraudulent conduct of DEFENDANTS as alleged herein, PLAINTIFF suffered damage in an amount to be determined at trial.

27. The aforementioned conduct of DEFENDANTS was an intentional misrepresentation, deceit, or concealment of a material fact known to DEFENDANTS with the intention of thereby depriving the PLAINTIFF of property or legal rights or otherwise causing injury, and was despicable conduct that subjected PLAINTIFF to a cruel and unjust hardship in conscious disregard of PLAINTIFF's rights, so as to justify an award of exemplary and punitive damages.

THIRD CAUSE OF ACTION

Fraud (Promise Made Without Intent to Perform)

28. PLAINTIFF hereby incorporates each and every allegation contained in paragraphs 1 through 27 of the Complaint as though fully set forth herein.

29. As set forth in more detail above, DEFENDANTS made representations regarding their need for short-term loans, their ability to repay the Loan and their intent to do so.

30. On several occasions before the Loan was made, continuing past the time that DEFENDANTS stopped repaying, DEFENDANTS promised PLAINTIFF that they would pay Plaintiff back the loaned money.

31. PLAINTIFF is informed and believes that at the time the promises were made to PLAINTIFF, DEFENDANTS had no intention of performing them.

32. The promises were made by DEFENDANTS, and each of them, with the intent to induce PLAINTIFF to loan DEFENDANTS money and, ultimately, not to pursue any remedies against DEFENDANTS for non-payment.

33. At the time the promises were made and at the times PLAINTIFF took the actions alleged herein, PLAINTIFF was not aware of DEFENDANTS' secret intention not to repay the

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money. PLAINTIFF continued to believe and rely on the promises of DEFENDANTS that they would repay the money for several months after DEFENDANTS stopped making payments. If PLAINTIFF had known the actual intention of DEFENDANTS, PLAINTIFF would not have taken such actions.

34. DEFENDANTS failed to abide by their promises by failing to timely pay back the Loan.

35. As a proximate result of the fraudulent conduct of DEFENDANTS as alleged herein, PLAINTIFF suffered damage in an amount to be determined at trial.

36. The aforementioned conduct of DEFENDANTS was an intentional misrepresentation, deceit, or concealment of a material fact known to DEFENDANTS with the intention of thereby depriving the PLAINTIFF of property or legal rights or otherwise causing injury, and was despicable conduct that subjected PLAINTIFF to a cruel and unjust hardship in conscious disregard of PLAINTIFF's rights, so as to justify an award of exemplary and punitive damages.

FOURTH CAUSE OF ACTION

Fraud (Negligent Misrepresentation)

37. PLAINTIFF hereby incorporates each and every allegation contained in paragraphs 1 through 36 of the Complaint as though fully set forth herein.

38. As set forth in more detail above, DEFENDANTS made representations regarding their need for short-term loans, their ability to repay the Loan and their intent to do so.

39. PLAINTIFF is informed and believes that these representations were false.

40. PLAINTIFF is informed and believes that at the time of these representations, DEFENDANTS did not have reasonable grounds for believing the representations to be true.

41. DEFENDANTS intended to induce PLAINTIFF to rely on these representations.

42. PLAINTIFF justifiably relied on these representations.

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43. At the time the representations were made, PLAINTIFF was unaware that these representations were false.

44. PLAINTIFF continued to believe and rely on the representations of DEFENDANTS for several months after DEFENDANTS stopped making payments.

45. As a proximate result of the fraudulent conduct of DEFENDANTS as alleged herein, PLAINTIFF suffered damage in an amount to be determined at trial.

FIFTH CAUSE OF ACTION

(Open Book Account)

46. PLAINTIFF hereby incorporates each and every allegation contained in paragraphs 1 through 45 of the Complaint as though fully set forth herein.

47. DEFENDANTS are indebted to PLAINTIFF in the amount of $772,817.94 on an open book account for the Loan given on various dates in 2008;

48. PLAINTIFF has demanded payment of the amount owing by DEFENDANTS, but DEFENDANTS have not paid this amount, or any part of it, and the whole amount is due and payable from DEFENDANTS to PLAINTIFF.

SIXTH CAUSE OF ACTION

(Account Stated)

49. PLAINTIFF hereby incorporates each and every allegation contained in paragraphs 1 through 48 of the Complaint as though fully set forth herein.

50. An account was stated between PLAINTIFF and DEFENDANTS, a copy of which statement is attached as Exhibit "A" and incorporated by reference in this Complaint. The sum of $892,817.94 was agreed to be due to PLAINTIFF from DEFENDANTS.

51. DEFENDANTS agreed to pay the amount stated to PLAINTIFF, but DEFENDANTS have paid only the amount of $120,000.

WHEREFORE, PLAINTIFF prays for judgment against DEFENDANTS and Does 1-100 as follows:

For Breach of Written Contract:

1. For compensatory damages according to proof;
2. For interest accrued;
4. For costs of suit; and
5. For such other and further relief as the Court may deem proper.

For Fraud (Intentional Misrepresentation):

1. For general damages according to proof;
2. For special damages according to proof;
3. For punitive damages in an amount appropriate to punish the defendants and deter others from engaging in similar misconduct;
4. For costs of suit; and
5. For such other and further relief as the Court may deem proper.

For Fraud (Promise Made Without Intent to Perform):

1. For general damages according to proof;
2. For special damages according to proof;
3. For punitive damages in an amount appropriate to punish the defendants and deter others from engaging in similar misconduct;
4. For costs of suit; and
5. For such other and further relief as the Court may deem proper.

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For Fraud (Negligent Misrepresentation):

1. For general damages according to proof;
2. For special damages according to proof;
3. For costs of suit; and
4. For such other and further relief as the Court may deem proper.

For Open Book Account:

1. For the sum of $772,817.94;
2. For interest accrued;
4. For costs of suit; and
5. For such other and further relief as the Court may deem proper.

For Account Stated:

1. For the sum of $772,817.94;
2. For interest accrued;
4. For costs of suit; and
5. For such other and further relief as the Court may deem proper.

DATED: May 8, 2014

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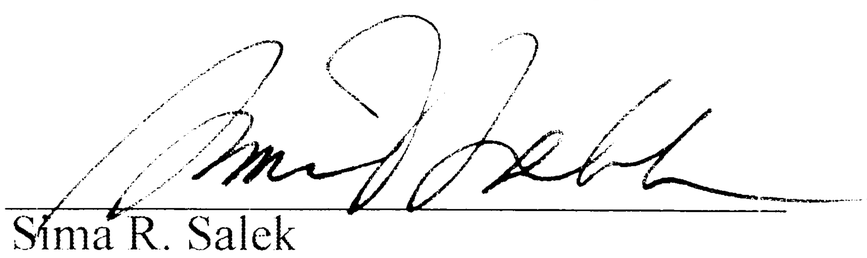
By: 

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