

ARCHER & GREINER, P.C.
PATRICK PAPALIA, ESQ.
ppapalia@archerlaw.com
Court Plaza South
21 Main Street – Suite 353
Hackensack, New Jersey 07601
(201) 342-6000
Attorneys for Plaintiffs

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

Paradise Biryani Express, Inc. d/b/a Paradise
Biryani Pointe, Narsing Raj Gowlikar,
Paradise Indian Cuisine, LLC, and Biryani
Pointe Paradise, LLC,

Plaintiffs,

v.

Guna Priya Babu Yalamuri, Paradise Indian
Grill LLC, Surender Kesari, Rajbir Singh, Ravi
Pallerla, and Hari Rao,

Defendants.

Civil Action No.

Civil Action

VERIFIED COMPLAINT

Plaintiffs, Paradise Biryani Express, Inc. d/b/a Paradise Biryani Pointe, Narsing Raj Gowlikar (“Raj”), Paradise Indian Cuisine, LLC, and Biryani Pointe Paradise, LLC (collectively referred to as “Plaintiffs”)¹, by way of Verified Complaint against defendants, Guna Priya Babu Yalamuri (“Guna”), Paradise Indian Grill LLC, Surender Kesari (“Surender”), Rajbir Singh (Rajbir”), Ravi Pallerla (“Ravi”), and Hari Rao (“Hari”) (collectively referred to as “Defendants”), allege as follows:

¹ When used herein, “Paradise” and “Paradise entities”, also refers to Paradise Biryani Express, Inc. d/b/a Paradise Biryani Pointe, Paradise Indian Cuisine, LLC, Biryani Pointe Paradise, LLC d/b/a Paradise Biryani Pointe, and the restaurants operating under the Paradise Biryani Pointe and Paradise Indian Cuisine name.

NATURE OF ACTION

1. This is an action for trademark infringement and unfair competition under federal and state law. Further, Plaintiffs' seek redress for breach of contract, tortious interference and breach of fiduciary duty. Defendants have usurped the good will and reputation associated with the Paradise name and trademarks, and are using the Paradise name to market and sell Indian cuisine in a very similar manner to Plaintiffs.

2. Plaintiffs operate restaurants under the names Paradise Biryani Pointe and Paradise Indian Cuisine that serve exclusively Indian cuisine, and have acquired statutory and common law rights in specific trademarks that Defendants are infringing to capitalize on the goodwill and reputation that Plaintiffs have earned over the years. Defendants are also wrongfully interfering with Plaintiffs' prospective business opportunities by soliciting Plaintiffs' franchisees with misrepresentations.

JURISDICTION AND VENUE

3. Jurisdiction over the parties and subject matter of this action is proper in this Court pursuant to 15 U.S.C. § 1121 (actions arising under the Lanham Act) and 28 U.S.C. §§ 1331 and 1338. This Court has supplemental jurisdiction pursuant to 28 U.S.C. § 1367(a) over the claims in this Complaint that arise under state statutory and common law.

4. This Court has personal jurisdiction over Guna and Rajbir because they both regularly conduct business in New Jersey and have committed tortious and other wrongful acts within the State. Hari, Ravi, Surender and Paradise Indian Grill are subject to jurisdiction in the State of New Jersey because they operate in the State and have committed tortious and other wrongful acts within the State.

5. Venue is proper in this District pursuant to 28 U.S.C. §1391(b) because a substantial part of the events giving rise to the claims occurred in this District.

THE PARTIES

6. Paradise Biryani Express, Inc. is a New Jersey corporation with its principal place of business located at 1677 Oak Tree Road, Edison, New Jersey 08820.

7. Paradise Indian Cuisine, LLC is a New Jersey limited liability company with its principal place of business located at 1677 Oak Tree Road, Edison, New Jersey 08820.

8. Biryani Pointe Paradise, LLC is a New Jersey limited liability corporation with its principal place of business located at 1677 Oak Tree Road, Edison, New Jersey 08820.

9. Raj is a New Jersey resident residing at 2 Paddock Drive, Plainsboro, New Jersey 08536.

10. Upon information and belief, Guna is a New Jersey resident residing at 45 Inverness Drive, Edison, New Jersey 08820.

11. Upon information and belief, Surender is a Pennsylvania resident who has infringed Plaintiffs' trademarks in operating a Paradise Indian Grill restaurant.

12. Upon information and belief, Rajbir is a New Jersey resident residing at 2 Windsor Drive, West Windsor, New Jersey 08550.

13. Upon information and belief, Ravi is a resident of Ohio.

14. Upon information and belief, Hari is a resident of Ohio.

15. Upon information and belief, Paradise Indian Grill LLC is an Ohio Limited Liability Company.

FACTUAL BACKGROUND

A. Paradise history and trademarks

16. Paradise Biryani Pointe was founded in January of 2007 and has been providing high quality Indian cuisine to the public since October 2007 through its restaurant outlets that operate under the names of Paradise Biryani Pointe and Paradise Indian Cuisine.

17. The first Paradise Biryani Pointe restaurant opened in North Brunswick, New Jersey in October of 2007, and since that time Paradise has expanded through franchises to five states with a total of eight locations. There are two Paradise Biryani Pointe locations in New Jersey (Edison and North Brunswick) and one Paradise Indian Cuisine location (Parlin). There are also Paradise Biryani Pointe locations in Texas, Virginia, Georgia and Connecticut.

18. Prior to July 2011, there was also a Paradise Indian Cuisine located at 3800 Quakerbridge Road, Hamilton, New Jersey (“Hamilton Location”).

19. Paradise supplies each of its franchisees, including locations operating under the Paradise Indian Cuisine name, with the core ingredients for its menu, including pre-mixed spices, to prepare the classic Biryani dishes. All locations have identical menus and food, all of which is Indian cuisine. The recipes and pre-mixed spices were all developed by Raj and his wife, Shailaja Gowlikar, over a seven year period prior to opening the first Paradise Biryani Pointe.

20. Plaintiffs have used the name and mark “Paradise Biryani Pointe” and “Paradise Indian Cuisine” in commerce since 2007 in connection with the goods and services provided at their restaurant locations in New Jersey and throughout the United States. The “Paradise Biryani Pointe” and “Paradise Indian Cuisine” marks are used on, among other things, internet, print and radio advertisements, menus, storefronts, banners, and marketing materials.

21. The “Paradise Biryani Pointe,” “Paradise,” and “Paradise Indian Cuisine” name and marks are distinctive and have acquired meaning, as Plaintiffs have used the names and marks openly and continuously since 2007 in connection with providing high quality Indian food.

22. Consumers have come to associate the “Paradise Biryani Pointe,” “Paradise,” and “Paradise Indian Cuisine” names and marks with the impeccable reputation and high quality of Paradise Biryani Pointe and Paradise Indian Cuisine’s Indian cuisine.

23. As a result of Plaintiffs’ efforts and substantial investment in Paradise, Paradise Biryani Pointe and Paradise Indian Cuisine restaurants have been exceptionally well-received.

24. The names and marks “Paradise Biryani Pointe,” “Paradise,” and “Paradise Indian Cuisine” have obtained substantial goodwill and are integral to the reputation of Plaintiffs.

25. As a result of Plaintiffs’ use of the marks in commerce, Plaintiffs developed common law rights to the “Paradise Biryani Pointe,” “Paradise,” and “Paradise Indian Cuisine” marks.

26. Furthermore, an application to federally register the words “Paradise Biryani Pointe” was filed with the United States Patent and Trademark Office (“USPTO”) by Raj on September 7, 2010. Similarly, an application to federally register the Paradise Biryani Pointe logo was filed with the USPTO by Biryani Pointe Paradise on July 18, 2011.

27. Plaintiffs have invested and continue to invest substantial resources and effort into promoting the Paradise marks as an identifier of its products and services. As a result, consumers throughout the United States, and especially in New Jersey, New York, Connecticut, Texas and Virginia have come to identify and associate the “Paradise Biryani Pointe,” “Paradise,” and “Paradise Indian Cuisine” marks exclusively with the food and services provided at the Paradise Biryani Pointe and Paradise Indian Cuisine restaurants.

28. The trademark filings, along with common law, provide Plaintiffs with the exclusive right to use the “Paradise Biryani Pointe,” “Paradise,” and “Paradise Indian Cuisine” marks throughout New Jersey and the United States.

b. Guna’s Involvement with Paradise

29. In October 2008, Guna obtained an ownership interest in Paradise Biryani Express, Inc., Paradise Indian Cuisine, LLC and Biryani Pointe Paradise, LLC. When becoming an owner of the Paradise entities described above, Guna expressly acknowledged the proprietary nature of the recipes and pre-mix spices used by Paradise Biryani Pointe and Paradise Indian Cuisine.

30. Guna assisted in the hiring of employees for the new Paradise locations, as well as providing coverage for day to day operations of the North Brunswick and Edison locations when Raj traveled or was otherwise out of the office. Guna was never made aware of the contents of the Paradise Biryani Pointe premix spices, despite repeated requests and threats for that information. Guna tried copying the pre-mix spice in various ways both while an owner of Paradise and after his ownership interest ended.

31. As an owner of the Paradise entities, Guna came in contact with potential franchisees and was privy to Paradise’s new prospective business opportunities. In the fall of 2010, Paradise was in negotiations with Surender Kesari about opening a Paradise Biryani Pointe in Pennsylvania. Guna was directly involved with the negotiations and intimately familiar with the plan to expand Paradise Biryani Pointe into Pennsylvania. In addition, in September of 2010, Guna negotiated with Raghu Guthikonda about opening a Paradise Biryani Pointe in North Carolina.

32. On June 3, 2011, Guna and his wife transferred all of their rights and interests in the Paradise entities to Raj and Shailaja Gowlikar pursuant to a Settlement, Mutual Release and Sale

Agreement (“Settlement Agreement”) for the sum of \$175,000. The Settlement Agreement required Raj, Guna and Paradise Indian Cuisine to assign the lease of 3800 Quakerbridge Road, Hamilton, New Jersey to Rajbir.

33. In addition, as part of the Settlement Agreement, Guna agreed that the Proprietary Information, defined as the Paradise’s advertising strategies, sales data, food ingredients, food recipes and/or specifications for the preparation of food products, customer and supplier invoices, customer lists, and price lists, is and shall remain the sole and confidential property of Raj, Shailaja, and the Paradise entities.

34. The Settlement Agreement also contains a Non-Competition clause and Non-Solicitation clause restricting Guna from competing with the Paradise entities for specific period and geographic location from any Paradise restaurant and preventing Guna from soliciting or interfering with the operation of the Paradise entities’ business opportunities. Further, Guna is not permitted to use the “Paradise” name under the Settlement Agreement.

35. After execution of the Settlement Agreement, Guna has attempted to uncover the secret recipes of Paradise that he previously acknowledged as Paradise’s proprietary information that he is not entitled to. Guna is improperly obtaining spices from a Paradise Biryani Pointe restaurant. The location has ordered substantially more spices than are necessary for the operation of its business and Guna is attempting to recreate the pre-mixed spices for use with Paradise Indian Grill.

36. Guna and his business partners have also sought to solicit Paradise Biryani Pointe franchisees and represented that he and Paradise Indian Grill have the same ingredients and spices that make Paradise such a well respected and successful company. Recently, Paradise contracted with Satish Buda to open a Paradise Biryani Pointe in California. In July 2011, Ravi,

Guna's business partner represented that Guna was a former owner of Paradise Biryani Pointe and obtained Paradise's spices and recipes during his time as an owner of Paradise.

c. Hamilton, New Jersey – Paradise Indian Cuisine

37. In September of 2009, Paradise opened the Hamilton Location, which was operated as a Paradise franchise using the Paradise Biryani Pointe logo on its menu and door. Paradise supplied the Hamilton Location the ingredients and spices needed to make the Paradise dishes, and provided full support as it did for all of its franchisees, even though there was no written franchise or licensing agreement in place.

38. Rajbir Singh has run the Hamilton Location since its opening, and continues to operate it as a Paradise Indian Cuisine without the consent of the company. After Rajbir obtained the lease for the Hamilton Location pursuant to the Settlement Agreement he and Paradise began negotiations to have the Hamilton Location and Paradise enter into a written franchise agreement.

39. After negotiations ceased between Rajbir and Paradise, Paradise informed Singh on or about July 14, 2011 that he could no longer use the Paradise name and goodwill for any reason. As a result of not permitting him to use the Paradise name, Singh needed to stop using the Paradise Biryani Pointe menu and Paradise Indian Cuisine name.

40. Despite demands to stop using the Paradise name, Singh continues to operate the Hamilton Location as a Paradise restaurant and uses Paradise Biryani Pointe menus. Paradise has stopped providing Singh ingredients and spices to use for its recipes, but Singh has refused to discontinue the false marketing and conversion of the Paradise reputation and goodwill. By using the Paradise name, Singh deceives customers into thinking they are getting the same quality and unique Biryani taste that is associated with Paradise Biryani Pointe and Paradise Indian Cuisine.

41. In addition to the continued use of the Paradise name without permission, the Hamilton Location is now being advertised on the website for Paradise Indian Grill which confuses consumers.

d. Paradise Indian Grill

42. Paradise Indian Grill registered its corporate website in February 2011 and is seeking to capitalize on the "Paradise" name that Paradise has built and marketed since October 2007. In using Paradise and associating it with Indian cuisine, Paradise Indian Grill is misleading customers into thinking that Paradise Indian Grill is associated with Paradise Biryani Pointe and Paradise Indian Cuisine.

43. Hari and Ravi, owners of Paradise Indian Grill, both approached Paradise in August or September 2010 regarding potential Paradise Biryani Pointe franchise opportunities in Ohio and Florida.

44. Negotiations ensued for a couple of months, but both Hari and Ravi both ceased contact with Paradise in October or November of 2010.

45. In April 2011, Hari and Ravi opened their first restaurant in Columbus, Ohio by the name of "Paradise Chutneys," but the restaurant was changed to "Paradise Indian Grill" in June 2011.

46. Like Paradise Biryani Pointe and Paradise Indian Cuisine, Paradise Indian Grill is highlighting the "Paradise" portion of the name prominently above "Indian Grill," which has led to much consumer confusion.

47. Paradise Indian Grill advertises that it is connected with Paradise Biryani Pointe by displaying accolades received by Paradise Biryani Pointe for its Biryani dishes on the Paradise Indian Grill website. Paradise Indian Grill deceives consumers into believing that they are

connected with Paradise Indian Grill or received the same praise as Paradise Biryani Pointe when they have not.

48. Further, the Paradise Indian Grill in North Wales, Pennsylvania (“North Wales Location”) is informing customers that they are associated with Paradise Biryani Pointe. The owner of the North Wales Location, Surender Kesari, has even the North Wales Location as Paradise Biryani Pointe on its facebook page and used the Paradise Biryani Pointe logo.

49. Similarly, The North Wales Location has issued fliers that advertise that it has received the same accolades as Paradise Biryani Pointe. Like the Paradise Indian Grill website, the accolades posted by the North Wales Location are taken directly from Paradise Biryani Pointe’s website.

50. The North Wales Location is listed on the Paradise Indian Grill website, yet the North Wales Location is simultaneously marketed as Paradise Biryani Pointe and using the Paradise Biryani Pointe trademarks.

51. Guna had contact with Surender Kesari regarding the opportunity to open a Paradise Biryani Pointe franchise in 2010 when Guna was still an owner of Paradise and knew that Surender was interested in opening up a Indian cuisine restaurant.

52. In addition to the North Wales Location, Paradise Indian Grill has opened a location in Richardson, Texas (“Texas Location”). The operator of the Texas Location is Raghu Guthikonda who Guna spoke with in 2010 about opening a Paradise Biryani Pointe restaurant in North Carolina.

COUNT I

**(Lanham Act Federal Unfair Competition
15 U.S.C. §1125)**

53. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 52 as if set forth at length herein.

54. Defendants have knowingly and willfully used the “Paradise Biryani Pointe,” “Paradise Indian Cuisine,” and “Paradise” names and trademarks in connection with the operation of Indian cuisine restaurants without proper authorization or consent to use such trade names and trademarks.

55. Defendants’ use of the “Paradise Biryani Pointe,” “Paradise Indian Cuisine” and “Paradise” trade names and trademarks is likely to cause confusion and deceive Defendants affiliation with the Plaintiffs’ Paradise Biryani Pointe and Paradise Indian Cuisine restaurants and the food and service provided at those restaurants, and in fact has caused confusion.

56. The use of “Paradise” above “Indian Grill” by Paradise Indian Cuisine is likely to cause confusion and deceive consumers by creating an impression that Defendants are affiliated with the Plaintiffs’ Paradise Biryani Pointe and Paradise Indian Cuisine restaurants and the food and service provided at those restaurants, and in fact has caused confusion.

57. The use of “Paradise Biryani Pointe,” “Paradise Indian Cuisine” and “Paradise” causes consumers to believe that they are getting the same product and quality that is provided by Paradise Biryani Pointe and Paradise Indian Cuisine.

58. Defendants’ false and misleading use of “Paradise Biryani Pointe,” “Paradise Indian Cuisine,” and “Paradise” trade names and trademarks injures both consumers and Plaintiffs.

59. Similarly, Defendants have advertised that Paradise Indian Grill has received the same awards and accolades as Paradise Biryani Pointe by posting Paradise Biryani Pointe’s accolades on the Paradise Indian Grill website and fliers as though Paradise Indian Grill received those awards.

60. Posting Paradise Biryani Pointe's accolades on the Paradise Indian Grill website and fliers was intended to cause confusion, is likely to deceive or confuse consumers, and has in fact deceived and confused consumers.

61. Defendants have caused, and will continue to cause, immediate and irreparable injury to Plaintiffs, including injury to their business, reputation, and goodwill, for which there is no adequate remedy at law.

62. Defendants' actions constitute a violation of 15 U.S.C. § 1125 and federal unfair competition laws.

WHEREFORE, Plaintiffs demand that judgment be entered in their favor and against Defendants as follows:

a. Preliminarily and permanently enjoining and restraining Defendants, their agents, servants and employees, and all those in active concert or participation with them, from:

1. Using the "Paradise Biryani Pointe" name or logo in any manner related to the operation, marketing, advertising or promotion of their restaurants or franchises;
2. Using the "Paradise Indian Cuisine" name or logo in any manner related to the operation, marketing, advertising or promotion of their restaurants or franchise;
3. Communicating, expressly or impliedly, to any individual or entity that Defendants are associated with or in any way connected with Paradise Biryani Pointe or Paradise Indian Cuisine, and if there is an unsolicited inquiry with respect to Defendants' connection with Paradise Indian Cuisine or Paradise Biryani Pointe, Defendants shall make known that there is no such connection;
4. Communicating, expressly or impliedly, to any individual or entity that Defendants have the same or substantially similar spices to Paradise Biryani

Pointe or Paradise Indian Cuisine, and if there is an unsolicited inquiry with respect to same, Defendants shall make known that they do not have the same or substantially similar spices;

5. Using Paradise Biryani Pointe or Paradise Indian Cuisine menus at Defendants' restaurants;
6. Using the name "Paradise Biryani" in connection with the sale of Indian cuisine;
7. Using the name "Paradise" in connection with the sale of Indian cuisine for damages suffered by Plaintiffs and for treble damages;

b. Ordering Defendants to account for and pay to Plaintiffs all profits realized by Defendants by reason of the acts Plaintiffs have complained;

c. Ordering Defendants to pay the costs incurred by Plaintiffs in connection with this action, including all court costs, expenses and reasonable attorneys fees; and

d. Ordering such other and further relief as the Court deems just, necessary and proper.

COUNT II

(Violation of 15 U.S.C. § 1114)

63. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 62 as if set forth at length herein.

64. Plaintiffs own the "Paradise Biryani Pointe" marks, which are distinctive and protectable.

65. Plaintiffs actively use the "Paradise Biryani Pointe" marks to market, promote, advertise, and sell its products and services to customers throughout the United States and especially in New Jersey.

66. An application to federally register the words “Paradise Biryani Pointe” was filed with the United States Patent and Trademark Office (“USPTO”) by Raj on September 7, 2010. Similarly, an application to federally register the Paradise Biryani Pointe logo was filed with the USPTO by Biryani Pointe Paradise on July 18, 2011.

67. Pursuant to an oral agreement, Plaintiffs permitted Rajbir to use the Paradise Biryani Pointe marks.

68. Upon termination of the agreement with Rajbir, Plaintiffs’ consent and Rajbir’s license to use the Paradise Biryani Pointe and Paradise Indian Cuisine trade names and trademarks were terminated.

69. Since the termination of the agreement, Rajbir has wrongfully continued to use the Paradise Biryani Pointe and Paradise Indian Cuisine trade names and trademarks without the consent or permission of Plaintiffs. Rajbir continues to use the Paradise Indian Cuisine name at the Hamilton Location, advertise the Paradise Biryani Pointe website on its door, and use Paradise Biryani Pointe menus.

70. Surender and Paradise Indian Grill are using the Paradise Biryani Pointe trade name and trademarks without the consent or permission of Plaintiffs in their advertising and marketing.

71. Surender, Paradise Indian Grill and Rajbir are using the Paradise Biryani Pointe name and mark for similar or related goods and services, that is, Indian cuisine.

72. The use of the Paradise Biryani Pointe trademarks by Surender, Paradise Indian Grill, and Rajbir are likely to cause confusion, cause mistake, and/or deceive the consuming public.

73. The use of the Paradise Biryani Pointe trademarks by Surender, Paradise Indian Grill, and Rajbir are calculated to deceive, and do in fact deceive the public.

74. Surender, Paradise Indian Grill, and Rajbir's use of the Paradise Biryani Pointe marks constitute trademark infringement under Section 32 of the Lanham Act, 15 U.S.C. § 1114.

75. By virtue of the aforementioned acts of trade name and trademark infringement committed by Surender, Paradise Indian Grill and Rajbir, Plaintiffs have suffered, and will continue to suffer, damages and irreparable harm.

76. Plaintiffs are without an adequate remedy at law.

WHEREFORE, Plaintiffs demand that judgment be entered in their favor and against Defendants as follows:

- a. Preliminarily and permanently enjoining and restraining Defendants, their agents, servants and employees, and all those in active concert or participation with them, from:
 1. Using the "Paradise Biryani Pointe" name or logo in any manner related to the operation, marketing, advertising or promotion of their restaurants or franchises;
 2. Using the "Paradise Indian Cuisine" name or logo in any manner related to the operation, marketing, advertising or promotion of their restaurants or franchise;
 3. Communicating, expressly or impliedly, to any individual or entity that Defendants are associated with or in any way connected with Paradise Biryani Pointe or Paradise Indian Cuisine, and if there is an unsolicited inquiry with respect to Defendants' connection with Paradise Indian Cuisine or Paradise Biryani Pointe, Defendants shall make known that there is no such connection;

4. Communicating, expressly or impliedly, to any individual or entity that Defendants have the same or substantially similar spices to Paradise Biryani Pointe or Paradise Indian Cuisine, and if there is an unsolicited inquiry with respect to same, Defendants shall make known that they do not have the same or substantially similar spices;
 5. Using Paradise Biryani Pointe or Paradise Indian Cuisine menus at Defendants' restaurants;
 6. Using the name "Paradise Biryani" in connection with the sale of Indian cuisine;
 7. Using the name "Paradise" in connection with the sale of Indian cuisine for damages suffered by Plaintiffs and for treble damages;
- b. Ordering Defendants to account for and pay to Plaintiffs all profits realized by Defendants by reason of the acts Plaintiffs have complained;
 - c. Ordering Defendants to pay the costs incurred by Plaintiffs in connection with this action, including all court costs, expenses and reasonable attorneys fees; and
 - d. Ordering such other and further relief as the Court deems just, necessary and proper.

COUNT III

(Common Law Trademark Infringement)

77. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 76 as if set forth at length herein.

78. Plaintiffs were the first to use "Paradise Biryani Pointe," "Paradise Indian Cuisine," and "Paradise" in association with the sale of any Indian cuisine or any product or service similar thereto. As a result of the continued operation of restaurants serving Indian

cuisine under the Paradise Biryani Pointe and Paradise Indian Cuisine names, those marks have become widely known and Plaintiffs have become identified in the public, especially in New Jersey, New York, Connecticut, and Texas, as the provider of high quality Indian cuisine to which the marks are applied.

79. As a result of experience, attention to detail and hard work of Plaintiffs in producing high quality Indian cuisine, their product and service has become widely known and has acquired a reputation for quality and exceptional Biryani dishes. Moreover, Plaintiffs' marks have come to symbolize the reputation for quality and excellence, and the marks have become distinctive.

80. Defendants, with knowledge of and with intentional disregard of Plaintiffs' rights, continue to advertise, promote and sell Indian cuisine using Plaintiffs' marks and confusing imitations thereof. Such acts by Defendants are likely to cause, have caused and will continue to cause confusion as to the source and/or sponsorship of Defendants' restaurants and Indian cuisine.

81. Defendants' acts constitute willful infringement to Plaintiffs' exclusive rights in their marks, in violation of common law. By reason of Defendants' actions, Plaintiffs have suffered irreparable harm to the valuable Paradise Biryani Pointe and Paradise Indian Cuisine marks. Unless Defendants are restrained from further infringement, Plaintiffs will continue to suffer irreparable harm.

82. Plaintiffs have no remedy at law that will adequately compensate it for the irreparable harm that they will suffer if Defendants' conduct is allowed to continue.

83. As a direct and proximate result of Defendants' conduct, Plaintiffs have suffered damages to the valuable marks they have.

WHEREFORE, Plaintiffs demand that judgment be entered in their favor and against Defendants as follows:

a. Preliminarily and permanently enjoining and restraining Defendants, their agents, servants and employees, and all those in active concert or participation with them, from:

1. Using the “Paradise Biryani Pointe” name or logo in any manner related to the operation, marketing, advertising or promotion of their restaurants or franchises;
2. Using the “Paradise Indian Cuisine” name or logo in any manner related to the operation, marketing, advertising or promotion of their restaurants or franchise;
3. Communicating, expressly or impliedly, to any individual or entity that Defendants are associated with or in any way connected with Paradise Biryani Pointe or Paradise Indian Cuisine, and if there is an unsolicited inquiry with respect to Defendants’ connection with Paradise Indian Cuisine or Paradise Biryani Pointe, Defendants shall make known that there is no such connection;
4. Communicating, expressly or impliedly, to any individual or entity that Defendants have the same or substantially similar spices to Paradise Biryani Pointe or Paradise Indian Cuisine, and if there is an unsolicited inquiry with respect to same, Defendants shall make known that they do not have the same or substantially similar spices;
5. Using Paradise Biryani Pointe or Paradise Indian Cuisine menus at Defendants’ restaurants;
6. Using the name “Paradise Biryani” in connection with the sale of Indian cuisine;
7. Using the name “Paradise” in connection with the sale of Indian cuisine for damages suffered by Plaintiffs and for treble damages;

- b. Ordering Defendants to account for and pay to Plaintiffs all profits realized by Defendants by reason of the acts Plaintiffs have complained;
- c. Ordering Defendants to pay the costs incurred by Plaintiffs in connection with this action, including all court costs, expenses and reasonable attorneys fees; and
- d. Ordering such other and further relief as the Court deems just, necessary and proper.

COUNT IV

(New Jersey Unfair Competition)

84. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 83 as if set forth at length herein.

85. Defendants have knowingly and willfully used the “Paradise Biryani Pointe,” “Paradise Indian Cuisine,” and “Paradise” names and trademarks in connection with the operation of Indian cuisine restaurants without proper authorization or consent to use such trade names and trademarks.

86. Defendants’ use of the “Paradise Biryani Pointe,” “Paradise Indian Cuisine” and “Paradise” trade names and trademarks is likely to cause confusion and deceive Defendants affiliation with the Plaintiffs’ Paradise Biryani Pointe and Paradise Indian Cuisine restaurants and the food and service provided at those restaurants, and in fact has caused confusion.

87. The use of “Paradise” above “Indian Grill” by Paradise Indian Cuisine is likely to cause confusion and deceive consumers by creating an impression that Defendants are affiliated with the Plaintiffs’ Paradise Biryani Pointe and Paradise Indian Cuisine restaurants and the food and service provided at those restaurants, and in fact has caused confusion.

88. The use of “Paradise Biryani Pointe,” “Paradise Indian Cuisine” and “Paradise” causes consumers to believe that they are getting the same product and quality that is provided by Paradise Biryani Pointe and Paradise Indian Cuisine.

89. Defendants’ false and misleading use of “Paradise Biryani Pointe,” “Paradise Indian Cuisine,” and “Paradise” trade names and trademarks injures both consumers and Plaintiffs.

90. Similarly, Defendants have advertised that Paradise Indian Grill has received the same awards and accolades as Paradise Biryani Pointe by posting Paradise Biryani Pointe’s accolades on the Paradise Indian Grill website and fliers as though Paradise Indian Grill received those awards.

91. Posting Paradise Biryani Pointe’s accolades on the Paradise Indian Grill website and fliers was intended to cause confusion, is likely to deceive or confuse consumers, and has in fact deceived and confused consumers.

92. Defendants have caused, and will continue to cause, immediate and irreparable injury to Plaintiffs, including injury to their business, reputation, and goodwill, for which there is no adequate remedy at law.

93. Defendants’ actions constitute a violation of New Jersey unfair competition laws.

WHEREFORE, Plaintiffs demand that judgment be entered in their favor and against Defendants as follows:

a. Preliminarily and permanently enjoining and restraining Defendants, their agents, servants and employees, and all those in active concert or participation with them, from:

1. Using the “Paradise Biryani Pointe” name or logo in any manner related to the operation, marketing, advertising or promotion of their restaurants or franchises;

2. Using the “Paradise Indian Cuisine” name or logo in any manner related to the operation, marketing, advertising or promotion of their restaurants or franchise;
 3. Communicating, expressly or impliedly, to any individual or entity that Defendants are associated with or in any way connected with Paradise Biryani Pointe or Paradise Indian Cuisine, and if there is an unsolicited inquiry with respect to Defendants’ connection with Paradise Indian Cuisine or Paradise Biryani Pointe, Defendants shall make known that there is no such connection;
 4. Communicating, expressly or impliedly, to any individual or entity that Defendants have the same or substantially similar spices to Paradise Biryani Pointe or Paradise Indian Cuisine, and if there is an unsolicited inquiry with respect to same, Defendants shall make known that they do not have the same or substantially similar spices;
 5. Using Paradise Biryani Pointe or Paradise Indian Cuisine menus at Defendants’ restaurants;
 6. Using the name “Paradise Biryani” in connection with the sale of Indian cuisine;
 7. Using the name “Paradise” in connection with the sale of Indian cuisine for damages suffered by Plaintiffs and for treble damages;
- b. Ordering Defendants to account for and pay to Plaintiffs all profits realized by Defendants by reason of the acts Plaintiffs have complained;
 - c. Ordering Defendants to pay the costs incurred by Plaintiffs in connection with this action, including all court costs, expenses and reasonable attorneys fees; and
 - d. Ordering such other and further relief as the Court deems just, necessary and proper.

COUNT V

(Breach of Fiduciary Duty)

94. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 93 as if set forth at length herein.

95. Guna was an owner and officer of the Paradise entities from October 2008 through June 2011, during which time he owed a fiduciary duty to the Paradise entities.

96. Guna was privy to Paradise's new prospective business opportunities, and failed to realize certain opportunities for Paradise in order to retain those opportunities for himself.

97. Guna breached his fiduciary duty by keeping certain prospective business opportunities for himself and other companies and not permitting Paradise in obtaining those opportunities.

98. As a result, Plaintiffs have been damaged.

WHEREFORE, Plaintiffs demand that judgment be entered in their favor and against Guna as follows:

a. Preliminarily and permanently enjoining and restraining Defendants, their agents, servants and employees, and all those in active concert or participation with them, from:

1. Using the "Paradise Biryani Pointe" name or logo in any manner related to the operation, marketing, advertising or promotion of their restaurants or franchises;
2. Using the "Paradise Indian Cuisine" name or logo in any manner related to the operation, marketing, advertising or promotion of their restaurants or franchise;
3. Communicating, expressly or impliedly, to any individual or entity that Defendants are associated with or in any way connected with Paradise Biryani Pointe or Paradise Indian Cuisine, and if there is an unsolicited inquiry with

respect to Defendants' connection with Paradise Indian Cuisine or Paradise Biryani Pointe, Defendants shall make known that there is no such connection;

4. Communicating, expressly or impliedly, to any individual or entity that Defendants have the same or substantially similar spices to Paradise Biryani Pointe or Paradise Indian Cuisine, and if there is an unsolicited inquiry with respect to same, Defendants shall make known that they do not have the same or substantially similar spices;
 5. Using Paradise Biryani Pointe or Paradise Indian Cuisine menus at Defendants' restaurants;
 6. Using the name "Paradise Biryani" in connection with the sale of Indian cuisine;
 7. Using the name "Paradise" in connection with the sale of Indian cuisine for damages suffered by Plaintiffs and for treble damages;
- b. Ordering Defendants to account for and pay to Plaintiffs all profits realized by Defendants by reason of the acts Plaintiffs have complained;
 - c. Ordering Defendants to pay the costs incurred by Plaintiffs in connection with this action, including all court costs, expenses and reasonable attorneys fees; and
 - d. Ordering such other and further relief as the Court deems just, necessary and proper.

COUNT VI

(Tortious Interference)

99. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 98 as if set forth at length herein.

100. Paradise Indian Grill, Hari, Ravi, and Guna were aware of Plaintiffs' business relationships and prospective business relationships with various prospective franchisees.

101. Paradise Indian Grill, Hari, Ravi, and Guna have intentionally interfered with Plaintiffs' contracts, business relations and prospective business opportunities by contacting Paradise franchisees and prospective franchisees to convert to Paradise Indian Grill restaurants through misrepresentations and misstatements of fact.

102. Paradise Indian Grill, Hari, Ravi, and Guna's actions were intentional and malicious and for the sole benefit of their personal and financial advantage to the detriment of Plaintiffs.

103. As a result, Plaintiffs have been damaged.

WHEREFORE, Plaintiffs demand that judgment be entered in their favor and against Paradise Indian Grill, Hari, Ravi, and Guna as follows:

a. Preliminarily and permanently enjoining and restraining Defendants, their agents, servants and employees, and all those in active concert or participation with them, from:

1. Using the "Paradise Biryani Pointe" name or logo in any manner related to the operation, marketing, advertising or promotion of their restaurants or franchises;
2. Using the "Paradise Indian Cuisine" name or logo in any manner related to the operation, marketing, advertising or promotion of their restaurants or franchise;
3. Communicating, expressly or impliedly, to any individual or entity that Defendants are associated with or in any way connected with Paradise Biryani Pointe or Paradise Indian Cuisine, and if there is an unsolicited inquiry with respect to Defendants' connection with Paradise Indian Cuisine or Paradise Biryani Pointe, Defendants shall make known that there is no such connection;
4. Communicating, expressly or impliedly, to any individual or entity that Defendants have the same or substantially similar spices to Paradise Biryani

Pointe or Paradise Indian Cuisine, and if there is an unsolicited inquiry with respect to same, Defendants shall make known that they do not have the same or substantially similar spices;

5. Using Paradise Biryani Pointe or Paradise Indian Cuisine menus at Defendants' restaurants;
6. Using the name "Paradise Biryani" in connection with the sale of Indian cuisine;
7. Using the name "Paradise" in connection with the sale of Indian cuisine for damages suffered by Plaintiffs and for treble damages;

b. Ordering Defendants to account for and pay to Plaintiffs all profits realized by Defendants by reason of the acts Plaintiffs have complained;

c. Ordering Defendants to pay the costs incurred by Plaintiffs in connection with this action, including all court costs, expenses and reasonable attorneys fees; and

Ordering such other and further relief as the Court deems just, necessary and proper.

COUNT VII

(Breach of Contract)

104. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 103 as if set forth at length herein.

105. Plaintiffs and Guna entered into the Settlement Agreement, which contains Non-Competition and Non-Solicitation clauses that, among other things, restrict Guna from competing with the Paradise entities and soliciting its franchisees.

106. The Settlement Agreement also prevents Guna from using the proprietary information of Paradise.

107. Guna has breached the Settlement Agreement by attempting to recreate the pre-mix spices and obtain the pre-mix spices, competing with Plaintiffs within the restricted location and during the restricted time period, using the “Paradise” name, and soliciting its franchisees and prospective franchisees to do business with a competing company, Paradise Indian Grill, instead of Plaintiffs.

108. As a result, Plaintiffs have been damaged.

WHEREFORE, Plaintiffs demand that judgment be entered in their favor and against Guna as follows:

a. Preliminarily and permanently enjoining and restraining Defendants, their agents, servants and employees, and all those in active concert or participation with them, from:

1. Using the “Paradise Biryani Pointe” name or logo in any manner related to the operation, marketing, advertising or promotion of their restaurants or franchises;
2. Using the “Paradise Indian Cuisine” name or logo in any manner related to the operation, marketing, advertising or promotion of their restaurants or franchise;
3. Communicating, expressly or impliedly, to any individual or entity that Defendants are associated with or in any way connected with Paradise Biryani Pointe or Paradise Indian Cuisine, and if there is an unsolicited inquiry with respect to Defendants’ connection with Paradise Indian Cuisine or Paradise Biryani Pointe, Defendants shall make known that there is no such connection;
4. Communicating, expressly or impliedly, to any individual or entity that Defendants have the same or substantially similar spices to Paradise Biryani Pointe or Paradise Indian Cuisine, and if there is an unsolicited inquiry with

respect to same, Defendants shall make known that they do not have the same or substantially similar spices;

5. Using Paradise Biryani Pointe or Paradise Indian Cuisine menus at Defendants' restaurants;
6. Using the name "Paradise Biryani" in connection with the sale of Indian cuisine;
7. Using the name "Paradise" in connection with the sale of Indian cuisine for damages suffered by Plaintiffs and for treble damages;

b. Ordering Defendants to account for and pay to Plaintiffs all profits realized by Defendants by reason of the acts Plaintiffs have complained;

c. Ordering Defendants to pay the costs incurred by Plaintiffs in connection with this action, including all court costs, expenses and reasonable attorneys fees; and

d. Ordering such other and further relief as the Court deems just, necessary and proper.

JURY DEMAND

Plaintiff hereby demands a trial by jury as to all issues.

ARCHER & GREINER, P.C.
Attorneys for Plaintiffs

By: s/Patrick Papalia
Patrick Papalia

Dated: September 23, 2011

DESIGNATION OF TRIAL COUNSEL

Patrick Papalia, Esq., is hereby designated as trial counsel in this matter for Plaintiffs.

ARCHER & GREINER, P.C.
Attorneys for Plaintiffs

By: *s/Patrick Papalia*
Patrick Papalia

Dated: September 23, 2011

CERTIFICATION

I hereby certify that the matter in controversy is not the subject of any other Complaint pending in any Court or of a pending arbitration proceeding. No such Complaint or arbitration proceeding is contemplated.

ARCHER & GREINER, P.C.
Attorneys for Plaintiffs

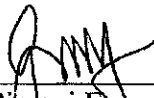
By: *s/Patrick Papalia*
Patrick Papalia

Dated: September 23, 2011

VERIFICATION

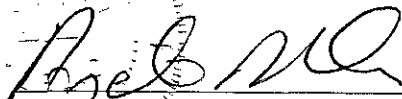
STATE OF NEW JERSEY)
) S.S.:
COUNTY OF MIDDLESEX)

Narsing Raj Gowlikar being duly sworn states that he is an owner of Paradise Biryani Express, Inc., one of the plaintiffs in the above-entitled action, which is a corporation organized under the laws of the State of New Jersey; that he has read the foregoing Complaint and knows the contents thereof are true to his own knowledge, except as to matters therein stated to be alleged on information and belief, and as to those matters, he believes them to be true.



Paradise Biryani Express, Inc.
By: Narsing Raj Gowlikar

Sworn to and subscribed before me
this 19 day of September 2011.



ARJETA MARKU
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES OCTOBER 18, 2015
I.D.# 2401444