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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

Proceeding no.	91276101
Party	Defendant Arrehman Arraheem Corporation
Correspondence address	SARAH J. RING PORTER HEDGES LLP 1000 MAIN STREET 36TH FLOOR HOUSTON, TX 77002 UNITED STATES Primary email: sring@porterhedges.com Secondary email(s): edeese@porterhedges.com 713-226-6654
Submission	Other Motions/Submissions
Filer's name	Sarah J. Ring
Filer's email	edeese@porterhedges.com, sring@porterhedges.com
Signature	/Sarah J. Ring/
Date	09/27/2022
Attachments	Arrehman Arraheem Corp.'s Report on Status of Civil Action.pdf(209205 bytes ) Exhibit 1 - Complaint.PDF(4872211 bytes ) Exhibit 2 -First Amended Complaint.PDF(1749385 bytes ) Exhibit 3 - Notice of Motion to Dismiss and Motion to Dismiss.PDF(723766 bytes ) Exhibit 4 - Plfs Opposition to Defs Motion to Dismiss.pdf(779939 bytes ) Exhibit 5 - Defs Reply ISO Motion to Dismiss for Lack of Personal Jurisdiction.PDF(1319946 bytes ) Exhibit 6 - Objections to S. Fareed Jafrey.PDF(147338 bytes ) Exhibit 7 - Objections to Abdullah Jafrey.PDF(194713 bytes ) Exhibit 8 - Objections to Shahbaz Mueed.PDF(173743 bytes ) Exhibit 9 - Minute Order Granting Motion to Dismiss.PDF(210141 bytes ) Exhibit 10 - Request for Dismissal of Action without Prejudice.PDF(141714 bytes ) Exhibit 11 - Civil Minutes.PDF(123059 bytes )

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

In the matter of Application Serial No. 90/327,658  
Published in the Official Gazette of January 11, 2022  
Mark: BUNDU KHAN KABAB HOUSE BEST BBQ JUST FOR YOU

BUNDOO KHAN USA, LLC

*Opposer,*

v.

ARREHMAN ARRAHEEM CORP.

*Applicant.*

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Opposition No. 91276101

**ARREHMAN ARRAHEEM CORPORATION'S  
REPORT ON STATUS OF CIVIL ACTION**

Applicant Arrehman Arraheem Corporation (“Applicant”) by and through undersigned counsel hereby files this Report on Status of Civil Action:

1. On September 7, 2022, the Board suspended these opposition proceedings in light of the pending litigation between the parties in the U.S. District Court for the Central District of California. *See* 8 TTABVUE.

2. In its written Order, the Board instructed the parties to notify the Board upon the final determination of the civil action within twenty days of the Order. *Id.* The Board also instructed Applicant to “file a copy of the pleadings in the civil action” within twenty days of the Order. *Id.* Attached to this Report as Exhibits 1-11 are true and correct copies of the following documents filed in the District Court case:

No.	Title
1.	Plaintiff Bundoo Khan USA, LLC's Original Complaint (ECF 1)
2.	Plaintiff Bundoo Khan USA, LLC's First Amended Complaint (ECF 19)
3.	Defendant Arrehman Arraheem Corporation's Notice of Motion to Dismiss, and Motion to Dismiss (ECF 20)
4.	Plaintiff Bundoo Khan USA, LLC's Response in Opposition to Defendant's Motion to Dismiss (ECF 23)
5.	Defendant Arrehman Arraheem Corporation's Reply in Support of its Motion to Dismiss (ECF 25)
6.	Objections to Declaration of S. Fareed Jafrey (ECF 26)
7.	Objections to Declaration of Abdullah Jafrey (ECF 27)
8.	Objections to Declaration of Shahbaz Mueed (ECF 28)
9.	Minute Order Granting Motion to Dismiss (ECF 32)
10.	Plaintiff Bundoo Khan USA, LLC's Request for Voluntary Dismissal Without Prejudice (ECF 34)
11.	Minute Order Dismissing Action on Notice of Voluntary Dismissal (ECF 36)

3. On July 14, 2022 the District Court dismissed Opposer Bundoo Khan USA LLC's ("Opposer") Amended Complaint for lack of personal jurisdiction. Specifically, the District Court found Opposer's allegations to be "conclusory, vague, and insufficient to support personal jurisdiction." Ex. 9 at p. 6.

4. On August 8, 2022, the District Court entered Opposer's Voluntary Dismissal of the action without prejudice. *See* Ex. 11.

5. On September 8, 2022 Opposer filed its Report on Status of Civil Action, notifying the TTAB that the District Court action had been finally disposed of. *See* 10 TTABVUE.

6. Given that a final determination has been reached in the civil action, this proceeding can be removed from suspension. *See* 37 C.F.R. §2.117(a); TBMP §510.02(b).

Respectfully submitted,

PORTER HEDGES LLP

By: /s/ Sarah J. Ring

Sarah J. Ring  
Texas State Bar No. 24056213  
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Elliott J. Deese  
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**ATTORNEYS FOR APPLICANT**

**CERTIFICATE OF SERVICE**

The undersigned certifies that a true and correct copy of the foregoing was served on Opposer by electronic mail on September 27, 2022 to:

Farah P. Bhatti  
Matthew Seror  
Buchalter, A Professional Corporation  
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Irvine, CA 92612  
[fbhatti@buchalter.com](mailto:fbhatti@buchalter.com)  
[mseror@buchalter.com](mailto:mseror@buchalter.com)

/s/ Sarah J. Ring  
Sarah J. Ring

# **EXHIBIT 1**

1 BUCHALTER  
A Professional Corporation  
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7 Attorneys for Plaintiff  
BUNDOO KHAN USA LLC  
8

9 **UNITED STATES DISTRICT COURT**  
10 **CENTRAL DISTRICT OF CALIFORNIA**

11  
12 BUNDOO KHAN USA LLC, a  
California Limited Liability Company,

13 Plaintiff,

14 vs.

15 ARREHMAN ARRAHEEM  
16 CORPORATION, a Texas Corporation,

17 Defendant.  
18

Case No. \_\_\_\_\_

**COMPLAINT**

19 Plaintiff Bundoo Khan USA LLC (“Plaintiff”), by and through its attorneys,  
20 brings this action and alleges against defendant Arrehman Arraheem Corporation  
21 (“Defendant”), as follows:

22 **JURISDICTION AND VENUE**

23 1. This Court has subject matter jurisdiction over this matter pursuant to  
24 the Declaratory Judgment Act, 28 U.S.C. §2201, *et seq.*; 28 U.S.C. §§1331 and  
25 1338. The claims alleged herein arise under The Lanham Act, 15 U.S.C. §§ 1125  
26 and 1126.  
27  
28

1           2.       This Court has personal jurisdiction over Defendant because, by its  
2 business and actions against Plaintiff in this district, as detailed herein, Defendant  
3 has expressly aimed its activities at this district, availing itself of this forum.

4           3.       Venue is proper in this judicial district pursuant to 28 U.S.C. §1391  
5 because a substantial part of the events giving rise to the claimed alleged herein  
6 occurred in this judicial district.

7   **THE PARTIES**

8           4.       Plaintiff Bundoo Khan USA LLC, is a California limited liability  
9 company with a principal place of business located at 680 Langsdorf Drive, Suite  
10 211, Fullerton, California 92831.

11          5.       Plaintiff is informed and believes, and on that basis alleges, that  
12 Defendant is a corporation existing under the laws of Texas with its principal place  
13 of business at 18710 N. Frio River Circle, Cypress, Texas 77443.

14          6.       Plaintiff is informed and believes, and on that basis alleges, that  
15 Defendant operates three restaurants in the Houston, Texas area. Plaintiff is  
16 informed and believes, and on that basis alleges, that Defendant uses the name  
17 BUNDU KHAN in connection with its restaurant services. Further, Plaintiff is  
18 informed and believes, and on that basis alleges, that Defendant has set its sights on  
19 opening a restaurant location in the Los Angeles metropolitan area and has  
20 undertaken the acts set forth herein in furtherance of that ambition.

21   **FACTS**

22          7.       Plaintiff is the exclusive licensee and franchisee of the original  
23 BUNDOO KHAN restaurant, based in Karachi, Pakistan.

24          8.       Mr. Bundoo Khan was born in 1890 in India and migrated with his  
25 family to Karachi, Pakistani after the partition of India and Pakistan. In 1948, Mr.  
26 Khan opened a small shop selling food items in Karachi. In 1957, he expanded the  
27 shop into a full-scale restaurant and over time, began developing his menu to  
28 include his world-famous Chicken Tikka and Bihari kabob dishes.

1           9.     Over the years, the BUNDOO KHAN name and brand rose to  
2 prominence and became well-known as the best Pakistani barbeque available.  
3 After Mr. Khan’s death in 1987, his children carried on the legacy of his restaurant  
4 and food by operating his shops in Karachi, Pakistan, then expanding to Faisalabad,  
5 Pakistan and Dubai, UAE.

6           10.    Given the long-existing use of the BUNDOO KHAN mark, first by  
7 Mr. Khan himself and later by his family, the BUNDOO KHAN mark and brand is  
8 known by a substantial percentage of consumers, particularly those of Pakistani  
9 descent or lineage and those in geographic areas of the United States with large  
10 Pakistani communities – such as in the Los Angeles, California and Houston, Texas  
11 metropolitan areas.<sup>1</sup>

12           11.    Given the prominence and fame of the BUNDOO KHAN brand, in the  
13 minds of consumers, the primary significance of the BUNDOO KHAN mark is to  
14 identify the source of the goods and services being offered under that mark. As a  
15 result, the BUNDOO KHAN brand has secondary meaning. This secondary  
16 meaning has extended across the United States generally, and particularly in  
17 geographic areas of the United States with significant Pakistani communities.

18           12.    The trademark BUNDOO KHAN is a well-known mark as described  
19 in the Paris Convention Article 6*bis* and incorporated in the Lanham Act §43(a),  
20 §44(b) and §44(h), and should be afforded such protection.

21           13.    On or around February 13, 2021, Plaintiff entered into a “Master  
22 Franchise Agreement” with the original owners of the BUNDOO KHAN restaurant  
23 in Karachi, Pakistan. This Agreement gives Plaintiff the exclusive right to use the  
24 BUNDOO KHAN trademark in the United States in connection with restaurant  
25 services, and also provides Plaintiff with the right to sub-license or further franchise

26 \_\_\_\_\_  
27 <sup>1</sup> See [https://www.pewresearch.org/social-trends/fact-sheet/asian-americans-](https://www.pewresearch.org/social-trends/fact-sheet/asian-americans-pakistanis-in-the-u-s/)  
28 [pakistanis-in-the-u-s/](https://www.pewresearch.org/social-trends/fact-sheet/asian-americans-pakistanis-in-the-u-s/), identifying the Houston, Texas and Los Angeles, California  
metropolitan areas as having the second and sixth largest Pakistani communities in  
the United States as of 2019, respectively.



1 the BUNDOO KHAN mark in the United States. These rights were granted  
2 exclusively to Plaintiff by the original BUNDOO KHAN owners in Karachi,  
3 Pakistan.

4 14. On December 30, 2020, through authorization provided by the original  
5 owners of the BUNDOO KHAN trademark in Karachi, Pakistan, Plaintiff filed a  
6 trademark application for MAK AL HAAJ BUNDOO KHAN with the United  
7 States Patent and Trademark Office in contemplation of use of the mark in  
8 connection with restaurant services. The mark was registered on January 18, 2022.

9 15. On or around May 26, 2021, Plaintiff opened its first franchised  
10 location of BUNDOO KHAN in the United States, in Fullerton, California. Mr.  
11 Waqar Mehmood, the grandson of Mr. Bundoo Khan, helps to manage the  
12 Fullerton restaurant per the request of the original owners in Karachi and Plaintiff.  
13 Mr. Shahbaz Mueed, another grandson of Mr. Khan also works at Plaintiff's  
14 Fullerton, California location.

15 16. On or around December 10, 2021, Plaintiff received a cease and desist  
16 letter from Defendant's principal alleging that Plaintiff was infringing on  
17 Defendant's trademark rights based on Defendant's U.S. Trademark Registration  
18 No. 4,011,592 for BUNDU KHAN KEBAB HOUSE. Defendant claims to be the  
19 owner of the BUNDU KHAN KEBAB HOUSE trademark and alleged that  
20 Plaintiff's use of its BUNDOO KHAN Mark infringed on Defendant's rights and  
21 would cause confusion in the marketplace. A true and correct copy of Defendant's  
22 December 10, 2021 letter is attached hereto as **Exhibit "A."**

23 17. On or around January 31, 2022, Plaintiff received another cease and  
24 desist letter, this time from Defendant's attorney, Michael A. Sanchez of the firm  
25 McCarthern, Shokouhi, Evans and Grinke. This letter again asserts Defendant's  
26 alleged trademark rights, demands that Plaintiff immediately cease and desist from  
27 its use of the BUNDOO KHAN mark. The letter further indicates that Defendant  
28 has already authorized its counsel to "take all legal actions" to restrain Plaintiff

1 from continuing to use the BUNDOO KHAN mark. A true and correct copy of  
2 counsel's January 31, 2022 letter is attached hereto as **Exhibit "B."**

3 18. Plaintiff is informed and believes, and on that basis alleges, that  
4 Defendant desires to open a restaurant location in the Los Angeles metropolitan  
5 area, and is attempting to shut down Plaintiff's restaurant (or at least its use of the  
6 BUNDOO KHAN mark) so as to eliminate a competitor in the Los Angeles area  
7 and to seize upon Plaintiff's loyal customer base and goodwill.

8 19. Plaintiff believes that the letters sent by Defendant to Plaintiff were in  
9 connection with, and evidence, Defendant's desire to open up at least one location  
10 in the Los Angeles metropolitan area.

11 20. At or about this same time as the aforementioned letters were received,  
12 Plaintiff became aware that Defendant was improperly representing to its customers  
13 (and potentially others) that Defendant was affiliated with the original owners and  
14 operators of the BUNDOO KHAN restaurant located in Karachi, Pakistan. Insofar  
15 as Defendant was not associated or affiliated with the original operators, these  
16 statements were false and misleading.

17 21. On February 9, 2022, Plaintiff sent a response to Defendant's letter  
18 informing Defendant of its lawful rights in the BUNDOO KHAN name based on its  
19 Master Franchise Agreement with the original owners of the mark in Karachi,  
20 Pakistan. In addition, Plaintiff demanded that Defendant cease making false  
21 statements as to its association or affiliation with the original owners of the  
22 BUNDOO KHAN restaurant in Karachi, Pakistan.

23 22. In or around January 2022, Plaintiff learned that Defendant was  
24 escalating its efforts to interfere with Plaintiff's restaurant based on its meritless  
25 trademark infringement claims. Specifically, Plaintiff learned that Defendant was  
26 in advanced discussions with the owner of Pakistani restaurant in the Los Angeles  
27 area. Plaintiff is informed and believes that Defendant and this third party are  
28 actively scheming to somehow shut down, or at least hinder, Plaintiff's operations

1 so it can misappropriate the BUNDOO KHAN trademark for themselves, despite  
2 the fact neither has any connection with the original BUNDOO KHAN restaurant.

3 23. Defendant's efforts have caused, and will continue to cause, Plaintiff  
4 harm by fostering confusion in the marketplace, diluting Plaintiff's rights in the  
5 BUNDOO KHAN mark and necessitating Plaintiff to retain counsel and bring this  
6 action to protect its rights.

7 24. Plaintiff denies that it is infringing on any trademark rights of  
8 Defendant on the basis that Plaintiff is the exclusive licensee and franchisee of the  
9 well-known BUNDOO KHAN trademark and has been exclusively authorized to  
10 use, register, license and franchise the mark in the United States by the owner of the  
11 well-known foreign mark. As a well-known mark, the rightful owner of the  
12 BUNDOO KHAN mark (the original owner in Karachi, Pakistan) is the only party  
13 that can provide legitimate rights to use of the mark in the United States. Such  
14 original owner has provided these rights to Plaintiff.

15 **COUNT 1**

16 25. Plaintiff repeats and incorporates by reference the allegations set forth  
17 in paragraphs 1 to 24 as though fully set forth herein.

18 26. Defendant, in its letters dated December 10, 2021 and January 31,  
19 2022, alleges that Plaintiff has infringed Defendant's trademark rights in the  
20 BUNDOO KHAN mark and that Plaintiff's use is likely to cause confusion among  
21 consumers.

22 27. Plaintiff is the rightful licensee of the BUNDOO KHAN trademark in  
23 the U.S. based on the Master Franchise Agreement between Plaintiff and the  
24 foreign owners of the well-known mark in Karachi, Pakistan. Because the  
25 BUNDOO KHAN mark is a well-known mark, it is entitled to protection under 15  
26 U.S.C. §§ 1125, 1126 and Lanham Act §§ 43(a), 44(b) and 44(h).

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**DEMAND FOR TRIAL BY JURY**

Plaintiff hereby demands a trial by jury on all issues in the Complaint that are triable by jury.

DATED: February 25, 2022

BUCHALTER  
A Professional Corporation

By:                                 /s/ Matthew L. Seror                                  
                                FARAH P. BHATTI  
                                MATTHEW L. SEROR  
                                Attorneys for Plaintiff

## **EXHIBIT “A”**

**BUNDU KHAN KABAB HOUSE**  
**Arrehman Arraheem Corp.**

December 10<sup>th</sup>, 2021

BUNDOO KHAN CA LLC  
2736 Nutwood Ave, Suite A  
Fullerton, CA 92831  
Attention: Syed Farreed Jafrey  
RE: Trademark Infringement

Dear Mr. Jafrey

I own and operate BUNDU KHAN KABAB HOUSE. I also own trademarks associated with this business registered with the United States Patent and Trademark Office with the registration number "U.S. Reg. No. 4,011,592 ( attached hereto for your reference)".

It has come to my attention that your business, (Bundoo Khan CA LLC), has been using our Trademark or a very similar mark ("Bundoo Khan ") in association with the marketing, sale, distribution or identification of its products and/or services, and is thus trading on the name, goodwill and reputation earned by the Company. It is possible that you were unaware of this conflict and we believe it is in our mutual interest to bring it to your attention and resolve it.

Our Trademark provides us with certain proprietary rights, including the right to monitor and restrict the unauthorized use of our Trademark, or confusingly similar trademarks, in association with non-Company products or services. We must exercise this right to protect the value of both our Trademark and of our business. Our Trademark signifies the high quality of products and services offered by the Company and indicates to our customers and to the consuming public that all of our goods and/or services come from a single source. As such, it contributes substantially to the goodwill and value of the Company. Federal law supports our position that confusingly similar trademarks may cause undesirable confusion in the public.


This confusion may in this instance cause material and irreparable harm to our Trademark by eroding the distinct association among our Trademark, our products and services, and the Company. Your actions constitute trademark infringement and unfair competition under both state and federal law, including the Lanham Act, (15 U.S.C. §§ 1051-1127). Remedies for such infringement can include payment of actual and treble damages, recovery of profits, reimbursement of attorney's fees, and may also include injunctions against your further use of the Infringing Trademark and the seizure of infringing materials.

We respectfully request that you immediately discontinue any and all use of the Infringing Trademark in association with the marketing, sale, distribution, or identification of your products or services. Please respond to us in writing within fourteen (14) calendar days indicating that you will cease and desist from any and all further use of our Trademark, the

Infringing Trademark, or any confusingly similar trademark. We hope this issue can be resolved civilly and that we can avoid pursuing any further legal remedies.

This letter is not intended to be a full statement of the facts in this matter, nor is it a waiver of our rights and remedies, whether at law or equity, all of which are expressly reserved.

Sincerely,



---

Mohammed Khan  
20311 Scarlett Saddle CT  
Cypress, TX 77433

Enclosure(1)



# United States of America

United States Patent and Trademark Office

## BUNDU KHAN KABAB HOUSE

**Reg. No. 4,011,592**

**Registered Aug. 16, 2011**

**Int. Cl.: 43**

**SERVICE MARK**

**PRINCIPAL REGISTER**

ARREHMAN ARRAHEEM CORPORATION (TEXAS CORPORATION)  
5415 SATTERFIELD LANE  
HOUSTON, TX 77084

FOR: RESTAURANT AND CATERING SERVICES, IN CLASS 43 (U.S. CLS. 100 AND 101).

FIRST USE 8-6-2004; IN COMMERCE 2-16-2005.

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT, STYLE, SIZE, OR COLOR.

NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "KABAB HOUSE", APART FROM THE MARK AS SHOWN.

THE NAME "BUNDU KHAN" DOES NOT REPRESENT AND/OR IDENTIFY A PARTICULAR LIVING INDIVIDUAL.

THE WORDING "BUNDU KHAN" HAS NO MEANING IN A FOREIGN LANGUAGE.

SER. NO. 85-198,621, FILED 12-15-2010.

ANNE E. GUSTASON, EXAMINING ATTORNEY



*David J. Kyjas*

Director of the United States Patent and Trademark Office

## **EXHIBIT “B”**

# MCCATHERN

SHOKOUI • EVANS • GRINKE

January 31, 2022

Michael A. Sanchez  
Partner  
3710 Rawlins, Suite 1600  
Dallas, Texas 75219  
[msanchez@mccatherlaw.com](mailto:msanchez@mccatherlaw.com)

## CEASE AND DESIST FROM TRADEMARK INFRINGEMENT

**BUNDOO KHAN CA LLC**  
Attn: Syed Farred Jafrey  
2736 Nutwood Ave, Suite A  
Fullerton, CA 92831

**Syed Farred Jafrey**  
5299 Alton Parkway, Suite 216  
Irvine, CA 92604

Mr. Jafrey:

Our law firm has been retained by Arrehman Arraheem Corp., Dba Bundu Khan Kabab House, (hereafter “the Company”) and Mr. Mohammed Khan (hereafter “Mr. Khan”) to represent the Company and Mr. Khan in this matter.

On or about December 10, 2021, you were advised in a letter sent to you by Mr. Khan that the Company operates BUNDU KHAN KABAB HOUSE and that the Company own trademarks associated with Company which were then and are now are registered with the United States Patent and Trademark Office with the registration numbered U.S. Reg. No. 4,011,592, (hereafter the “Trademark”).

You were further advised that your business, Al Basit Inc. has been using and financially benefitting from the Company’s Trademark or a very similar mark, “Bundoo Khan”, (hereafter the “Infringing Trademark”) with no authorization from either the Company nor Mr. Khan.

In addition, you were advised that U.S. federal law provides the Company, as owner of the Trademark with substantial legal and equitable protections again unauthorized uses, including but not limited to unauthorizes uses of the Trademark and Infringing Trademark.by you, Bundoo Khan CA LLC, or any affiliate thereof.

Your unauthorized use of the Company's Trademark and/or the Infringing Trademark constitute trademark infringement and unfair competition under both state and federal law. For this reason,

**YOU ARE THEREFORE DIRECTED TO IMMEDIATELY CEASE AND DESIST FROM THE USE OF THE COMPANY'S TRADEMARK AND INFRINGING TRADEMARK AND TO CONTACT THE UNDERSIGNED TO DISCUSS APPROPRIATE REMEDIES UNDER THE CIRCUMSTANCES.**

If you fail to contact the undersigned within three (3) days of the receipt of this letter, our firm has been authorized to take all legal actions, in law or equity, as may be required to mitigate the Company's harm, including but not limited to the pursuit of injunctive relief so as to judicially restrain you from continuing your unauthorized actions. The undersigned should be contacted at (832) 816-3638.

Respectfully,

*/s/ Michael A. Sanchez*  
Michael A. Sanchez

Cc: Mr. Mohammed Khan

# **EXHIBIT 2**

1 BUCHALTER  
 A Professional Corporation  
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 3 MATTHEW L. SEROR (SBN: 235043)  
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 Irvine, CA 92612-0514  
 5 Telephone: 949.760.1121  
 Fax: 949.720.0182  
 6 Email: fbhatti@buchalter.com

7 Attorneys for Plaintiff  
 BUNDOO KHAN USA LLC

8  
 9 **UNITED STATES DISTRICT COURT**  
 10 **CENTRAL DISTRICT OF CALIFORNIA**

11  
 12 BUNDOO KHAN USA LLC, a  
 California Limited Liability Company,

13 Plaintiff,

14 vs.

15 ARREHMAN ARRAHEEM  
 16 CORPORATION, a Texas Corporation,

17 Defendant.

Case No. 8:22-cv-00304-DOC-KES

**FIRST AMENDED COMPLAINT**

18  
 19 Plaintiff Bundoo Khan USA LLC (“Plaintiff”), by and through its attorneys,  
 20 brings this action and alleges against defendant Arrehman Arraheem Corporation  
 21 (“Defendant”), as follows:

22 **INTRODUCTION**

23 1. Plaintiff is the exclusive licensee and franchisee of the original  
 24 BUNDOO KHAN restaurant, based in Karachi, Pakistan. The original BUNDOO  
 25 KHAN restaurant is known the world over, and particularly in Pakistani  
 26 communities for its superior quality, service and authenticity.

27 2. Defendant is not affiliated or connected with the original Bundoo  
 28 Khan restaurant (or Plaintiff). Yet in a blatant effort to trade off the goodwill of

1 this famous brand, Defendant has opened up multiple restaurants in Houston, Texas  
2 under the BUNDU KHAN name.

3 3. Defendant has now set its sights on expanding to southern California,  
4 which like Houston has a robust Pakistani community. Defendant has engaged in  
5 numerous acts (both in California and in its home state of Texas) to disparage the  
6 Plaintiff, to damage Plaintiff's operations in California, and to improperly associate  
7 itself in the minds of consumers with the famous Bundoo Khan restaurant.

8 4. By this action Plaintiff seeks to hold Defendant accountable for its  
9 repeated attempts to falsely associate itself with the original Bundoo Khan  
10 restaurant, for its acts of service mark infringement relating to the BUNDOO  
11 KHAN mark, unfair competition and trade libel.

#### 12 **JURISDICTION AND VENUE**

13 5. This action arises under the trademark laws of the United States. This  
14 Court has original jurisdiction over the subsequent matter of this action pursuant to  
15 28 U.S.C. §§1331(a) and 15 U.S.C. §1121(a). The claims alleged herein arise  
16 under The Lanham Act, 15 U.S.C. §§ 1125 and 1126, and the Declaratory  
17 Judgment Act, 28 U.S.C. §2201, *et seq.*

18 6. This Court has supplemental jurisdiction over any claim herein arising  
19 under the laws of the State of California pursuant to 28 U.S.C. §§1338(b) and 1367  
20 because the claims are so related to Plaintiff's federal claims that they form part of  
21 the same case or controversy under Article III of the United States Constitution.

22 7. This Court has personal jurisdiction over Defendant because, by its  
23 business and actions against Plaintiff in this district, as detailed herein, Defendant  
24 has expressly aimed its activities at this district, availing itself of this forum.

25 8. Venue is proper in this judicial district pursuant to 28 U.S.C. §1391  
26 because a substantial part of the events giving rise to the claimed alleged herein  
27 occurred in this judicial district.  
28

**THE PARTIES**

1  
2 9. Plaintiff Bundoo Khan USA LLC, is a California limited liability  
3 company with a principal place of business located at 680 Langsdorf Drive, Suite  
4 211, Fullerton, California 92831.

5 10. Plaintiff is informed and believes, and on that basis alleges, that  
6 Defendant is a corporation existing under the laws of Texas with its principal place  
7 of business at 18710 N. Frio River Circle, Cypress, Texas 77443.

8 11. Plaintiff is informed and believes, and on that basis alleges, that  
9 Defendant operates multiple restaurants in the Houston, Texas area. Plaintiff is  
10 informed and believes, and on that basis alleges, that Defendant uses the name  
11 BUNDU KHAN in connection with its restaurant services. Plaintiff has learned  
12 that Defendant has previously represented to customers and others that Defendant's  
13 restaurant is associated with the original BUNDOO KHAN restaurant. This is not  
14 the case and any statements to this effect are inaccurate.

15 12. A principal of Defendant has on occasion told others that he is the  
16 grandson of the original Bundoo Khan, despite the fact that this is not true.

17 13. Further, Plaintiff is informed and believes, and on that basis alleges,  
18 that Defendant has set its sights on opening a restaurant location in the Los Angeles  
19 metropolitan area and has undertaken the acts set forth herein in furtherance of that  
20 ambition.

**FACTS**

21  
22 14. Plaintiff is the exclusive licensee and franchisee of the original  
23 BUNDOO KHAN restaurant, based in Karachi, Pakistan.

24 15. Mr. Bundoo Khan was born in 1890 in India and migrated with his  
25 family to Karachi, Pakistani after the partition of India and Pakistan. In 1948, Mr.  
26 Khan opened a small shop selling food items in Karachi. In 1957, he expanded the  
27 shop into a full-scale restaurant and over time, began developing his menu to  
28 include his world-famous Chicken Tikka and Bihari kabob dishes.



1 16. Over the years, the BUNDOO KHAN name and brand rose to  
2 prominence and became well-known as the best Pakistani barbeque available.  
3 After Mr. Khan’s death in 1987, his children carried on the legacy of his restaurant  
4 and food by operating his shops in Karachi, Pakistan, then expanding to Faisalabad,  
5 Pakistan and Dubai, UAE.

6 17. Given the long-existing use of the BUNDOO KHAN mark, first by  
7 Mr. Khan himself and later by his family, the BUNDOO KHAN mark and brand is  
8 known by a substantial percentage of consumers, particularly those of Pakistani  
9 descent or lineage and those in geographic areas of the United States with large  
10 Pakistani communities – such as in the Los Angeles, California and Houston, Texas  
11 metropolitan areas.<sup>1</sup>

12 18. Given the prominence and fame of the BUNDOO KHAN brand, in the  
13 minds of consumers, the primary significance of the BUNDOO KHAN mark is to  
14 identify the source of the goods and services being offered under that mark. As a  
15 result, the BUNDOO KHAN brand has secondary meaning. This secondary  
16 meaning has extended across the United States generally, and particularly in  
17 geographic areas of the United States with significant Pakistani communities.

18 19. On or around February 13, 2021, Plaintiff entered into a “Master  
19 Franchise Agreement” with the original owners of the BUNDOO KHAN restaurant  
20 in Karachi, Pakistan. This Agreement gives Plaintiff the exclusive right to use the  
21 BUNDOO KHAN trademark in the United States in connection with restaurant  
22 services, and also provides Plaintiff with the right to sub-license or further franchise  
23 the BUNDOO KHAN mark in the United States. These rights were granted  
24 exclusively to Plaintiff by the original BUNDOO KHAN owners in Karachi,  
25 Pakistan.

26 \_\_\_\_\_  
27 <sup>1</sup> See [https://www.pewresearch.org/social-trends/fact-sheet/asian-americans-  
28 pakistanis-in-the-u-s/](https://www.pewresearch.org/social-trends/fact-sheet/asian-americans-pakistanis-in-the-u-s/), identifying the Houston, Texas and Los Angeles, California metropolitan areas as having the second and sixth largest Pakistani communities in the United States as of 2019, respectively.

1           20. The trademark BUNDOO KHAN is a well-known mark as described  
2 in the Paris Convention Article 6*bis* and incorporated in the Lanham Act §43(a),  
3 §44(b) and §44(h), and should be afforded such protection. As a result of the  
4 foregoing, Plaintiff's rights in the BUNDOO KHAN mark are superior to the rights  
5 of Defendant.

6           21. On December 30, 2020, through authorization provided by the original  
7 owners of the BUNDOO KHAN trademark in Karachi, Pakistan, Plaintiff filed a  
8 trademark application for MAK AL HAAJ BUNDOO KHAN with the United  
9 States Patent and Trademark Office in contemplation of use of the mark in  
10 connection with restaurant services. The mark was registered on January 18, 2022.

11           22. On or around May 26, 2021, Plaintiff opened its first franchised  
12 location of BUNDOO KHAN in the United States, in Fullerton, California. Mr.  
13 Waqar Mehmood, the grandson of Mr. Bundoo Khan, helps to manage the  
14 Fullerton restaurant per the request of the original owners in Karachi and Plaintiff.  
15 Mr. Shahbaz Mueed, another grandson of Mr. Khan also works at Plaintiff's  
16 Fullerton, California location.

17           23. At some point in time Defendant set its sights on opening up a location  
18 in southern California to serve the Pakistani community. It is presently not clear to  
19 the Plaintiff whether this desire was driven by Defendant's discovery of Plaintiff's  
20 restaurant, or whether Defendant learned of Plaintiff's restaurant as part of  
21 expansion plans that pre-dated the opening of Plaintiff's restaurant.

22           24. Defendant is believed to have numerous connections within the  
23 California Pakistani community, including but not limited to the owner of the  
24 Shahnawaz Halal restaurant located in Los Angeles, California.

25           25. Plaintiff's restaurant in southern California, together with Plaintiff's  
26 official connection to the original BUNDOO KHAN restaurant in Pakistan,  
27 presented an obstacle to Defendant's expansion plans. Given Plaintiff's existing  
28

1 presence here, Defendant would no longer be able to falsely claim to customers that  
2 it was affiliated with or sanctioned by the original BUNDOO KHAN restaurant.

3 26. In April or May of 2021, a high-level representative of Defendant  
4 travelled to and attended an in-person meeting in the Los Angeles area with a  
5 number of third parties. At this meeting, Defendant's representative told those in  
6 attendance that Defendant was looking to open up a BUNDU KHAN restaurant in  
7 the southern California area and in furtherance thereof, was looking for a location,  
8 an operator and a chef(s) to run the restaurant. It is believed that at this same  
9 meeting, there was an open discussion about ways to shut down Plaintiff's  
10 restaurant to pave the way for the new BUNDU KHAN location.

11 27. In furtherance of Defendant's desire to open a southern California  
12 based restaurant, Defendant began working with the owner of the Shahnawaz Halal  
13 restaurant to set the groundwork for the new restaurant. Plaintiff is informed and  
14 believes that the new restaurant would be some type of joint venture as between  
15 Defendant and the owner of the Shahnawaz Halal restaurant. Plaintiff's belief  
16 stems from communications one of Plaintiff's employee had with a representative  
17 associated with this new joint venture.

18 28. In furtherance of Defendant's desire and plan to open up a southern  
19 California location, Defendant, acting to concert with others (including the owner  
20 of the Shahnawaz Halal restaurant) orchestrated a plan to disparage, harm, and/or  
21 shut down Plaintiff's restaurant. This multi-prong attack on Plaintiff and its  
22 restaurant was undertaken in an effort to eliminate Plaintiff from the marketplace,  
23 or at least eliminate Plaintiff's use of the BUNDOO KHAN mark, and thereby pave  
24 the way for Defendant to enter the southern California market, seize upon  
25 Plaintiff's loyal customer base and goodwill and use the BUNDOO KHAN (or  
26 BUNDU KHAN) mark without competition from Plaintiff.

27 29. The following acts were undertaken in furtherance of Defendant's  
28 plan:

1 (a) Defendant told the owner of the Shahnawaz Halal restaurant that  
2 Plaintiff's restaurant was a fake and had no ties or association with the original  
3 BUNDOO KHAN restaurant in Pakistan;

4 (b) Meetings were held in both California and Houston for the  
5 purposes of discussing the desire to open a new restaurant and simultaneously shut  
6 down or hinder Plaintiff's operations;

7 (c) A representative of the new Defendant/Shahnawaz restaurant  
8 approached the head chef of Plaintiff's restaurant, who also happens to be the  
9 grandson of the original Bundoo Khan, in the restroom of Plaintiff's Fullerton  
10 location. The representative told Plaintiff's chef that Plaintiff's restaurant was a  
11 fake, not associated with the original BUNDOO KHAN restaurant and attempted to  
12 get the chef to leave the employ of Plaintiff and come work for the proposed new  
13 restaurant;

14 (d) Defendant told multiple California residents and customers of  
15 Plaintiff (and likely others as well) that Plaintiff's restaurant was a fake and not  
16 associated with the original BUNDOO KHAN restaurant in Pakistan. These  
17 statements were completely false, misleading and deceptive;

18 (e) Defendant told multiple California residents and customers of  
19 Plaintiff (and likely others as well) that it was Defendant (and not Plaintiff) that was  
20 directly affiliated and sponsored by the original BUNDOO KHAN restaurant and  
21 family. These statements were completely false, misleading and deceptive; and

22 (f) Within days of one of the meetings that occurred between  
23 Defendant and others to discuss the new restaurant, Defendant's principal  
24 (Mohammed Khan) sent a cease and desist letter to Plaintiff demanding Plaintiff  
25 cease use of the BUNDOO KHAN mark despite its exclusive license from the  
26 owners of the original BUNDOO KHAN restaurant in Pakistan.

27 30. The aforementioned acts were undertaken in furtherance of  
28 Defendant's plan to open a restaurant location in southern California and to damage

1 or harm Plaintiff and its reputation. These acts were undertaken with knowledge  
2 that Plaintiff would suffer harm and that the harm would be suffered in this judicial  
3 district.

4 31. Given the extensive efforts undertaken by Defendant, as detailed  
5 above, Plaintiff fears that Defendant's opening of a BUNDU KHAN restaurant in  
6 southern California is imminent.

7 32. Defendant's efforts have caused, and will continue to cause, Plaintiff  
8 harm. Plaintiff's conduct has caused confusion in the marketplace, deceived  
9 consumers into believing that Plaintiff has no ties or affiliation with the original  
10 BUNDOO KHAN restaurant and that Defendant is associated with the original  
11 restaurant. Defendant's acts have also disparaged Plaintiff and its services and is  
12 diluting Plaintiff's rights in the BUNDOO KHAN mark and necessitating Plaintiff  
13 to retain counsel and bring this action to protect its rights.

14 **FIRST CLAIM FOR RELIEF**

15 (False Designation of Origin – 15 U.S.C. § 1125(a))

16 33. Plaintiff repeats and incorporates by reference the allegations set forth  
17 herein as though fully set forth herein.

18 34. Plaintiff is informed and believes, and based thereon alleges, that  
19 Defendant has used and is using the BUNDU KHAN mark, which is virtually  
20 identical to Plaintiff's BUNDOO KHAN mark, to advertise, promote and market  
21 Defendant's services with the intent of passing off and confusing the public into  
22 believing that Defendant's services are sponsored by, endorsed by, or affiliated with  
23 Plaintiff, Mr. Bundoo Khan or his original restaurant in Pakistan.

24 35. Defendant's above recited acts constitute false designation of origin,  
25 false description of fact, false representation, unfair competition and false  
26 affiliation, connection or association in violation of Section 43(a) of the Lanham  
27 Act, 15 U.S.C. §1125(a), as such acts are likely to have deceived and are likely to  
28 continue to deceive customers and prospective customers into believing that

1 Defendant's services are from, sponsored by, endorsed by, or affiliated with  
2 Plaintiff, Mr. Bundoo Khan or his original restaurant in Pakistan when they are in  
3 fact not.

4 36. Defendant's acts of deception extend beyond the mere use of the  
5 BUNDU KHAN mark. Defendant has been telling California resident and  
6 customers of Plaintiff that it (Defendant) is associated with the original BUNDOO  
7 KHAN restaurant located in Pakistan.

8 37. At one time, Defendant's principal (Mohammed Khan) informed  
9 Plaintiff's chef - Mr. Shahbaz Mueed - that he (Mohammed Khan) was the  
10 grandson of the original Bundoo Khan. This is not only not true, but insofar as Mr.  
11 Shahbaz Mueed is the actual grandson of Mr. Bundoo Khan, he knew Mr. Khan  
12 was lying about his relationship to the original Bundoo Khan.

13 38. If not enjoined by the Court, Defendant will continue to market,  
14 promote and advertise its services in commerce, which services will be attributed to  
15 being sponsored by, endorsed by, or affiliated with Plaintiff, Bundoo Khan and/or  
16 the original BUNDOO KHAN restaurant in Pakistan when they are in fact not.

17 39. Plaintiff is informed and believes, and based thereon alleges, that as a  
18 result of these acts, Defendant has been and will continue to be, unjustly enriched  
19 by the profits that the Defendant has made in connection with its use of the  
20 BUNDU KHAN mark, which is virtually identical to Plaintiff's BUNDOO KHAN  
21 mark.

22 40. Plaintiff is informed and believes, and based thereon alleges, that  
23 Defendant's continuing acts of confusion and deception has inflicted, and unless  
24 restrained by this Court, will continue to inflict great and irreparable harm on  
25 Plaintiff. Plaintiff has no adequate remedy at law. Plaintiff is entitled to a  
26 permanent injunction enjoining Defendant from engaging in further acts of  
27 deception.

28

1 41. Plaintiff is informed and believes, and based thereon, alleges that as a  
2 direct and proximate result of Defendant's foregoing acts, Plaintiff has suffered and  
3 is entitled to an award of monetary damages in an amount not yet determined, as  
4 Defendant is unjustly enriched and Plaintiff is unjustifiably damaged each and  
5 every time Defendant uses the Plaintiff's mark to promote, advertise, or market its  
6 services. Plaintiff is entitled to its attorneys' fees and costs of suit herein.

7 42. Plaintiff is informed and believes, and based thereon alleges, that  
8 Defendant's acts were in conscious and willful disregard of Plaintiff's rights, and  
9 the resulting damage to Plaintiff is such as to warrant the trebling of damages in  
10 order to provide just compensation

11 **SECOND CLAIM FOR RELIEF**

12 (Federal Trademark Infringement – 15 U.S.C. §1114)

13 43. Plaintiff repeats and incorporates by reference the allegations set forth  
14 herein as though fully set forth herein.

15 44. Defendant had both actual and constructive knowledge of the rights of  
16 Plaintiff and/or Plaintiff's licensor prior to Defendant's infringing use of the  
17 BUNDU KHAN mark.

18 45. Plaintiff is informed and believes, and based thereon alleges, that  
19 Defendant has been advertising, marketing and promoting services using the  
20 BUNDU KHAN mark, which is virtually identical to Plaintiff's BUNDOO KHAN  
21 mark.

22 46. Defendant's use of the BUNDU KHAN mark in association with  
23 Defendant's services is likely to cause confusion, and Plaintiff is informed and  
24 believes and based thereon alleges, that such use has caused consumer confusion as  
25 such consumers believe that Defendant's services are commissioned by, sponsored  
26 by, or affiliated with Plaintiff, Mr. Bundoo Khan, his family or the original  
27 BUNDOO KHAN restaurant.

28

1           47. Defendant’s use of the BUNDU KHAN mark is without the consent of  
2 Plaintiff, Mr. Bundoo Khan or his family. Plaintiff is informed and believes, and  
3 based thereon alleges, that Defendant willfully uses its BUNDU KHAN in  
4 connection with the sale, offering for sale, promotion and advertising of  
5 Defendant’s services in a manner likely to cause confusion, or to cause mistake, or  
6 to deceive customers that Defendant’s services are authorized by or affiliated with  
7 Plaintiff, Mr. Bundoo Khan or his family.

8           48. The above-recited acts of the Defendant constitute trademark  
9 infringement of Plaintiff’s marks to the substantial and irreparable injury of the  
10 public and of Plaintiff’s business reputation and goodwill.

11           49. Plaintiff is informed and believes, and based thereon alleges, that as a  
12 result of these acts, Defendant has been, and will continue to be, unjustly enriched  
13 by the profits that Defendant has made in connection with the use of a mark  
14 virtually identical to Plaintiff’s mark.

15           50. Defendant’s continuing infringement has inflicted, and unless  
16 restrained by this Court will continue to inflict, great and irreparable harm upon  
17 Plaintiff. Plaintiff has no adequate remedy at law. Plaintiff is entitled to a  
18 permanent injunction enjoining Defendant from engaging in further acts of  
19 infringement.

20           51. Plaintiff is informed and believes, and based thereon alleges, that as a  
21 direct and proximate result of Defendant’s foregoing acts, Plaintiff has suffered and  
22 is entitled to an award of monetary damages in an amount not yet determined, as  
23 Defendant is unjustly enriched and Plaintiff is unjustifiably damaged each and  
24 every time Defendant uses a mark virtually identical to that of the Plaintiff to  
25 advertise and promote its services, and each time a consumer uses Defendant’s  
26 services, as such use by Defendant causes confusion as to Plaintiff’s affiliation,  
27 endorsement or sponsorship with Defendant.

28



1 52. Plaintiff is informed and believes, and based thereon alleges, that  
2 Defendant's acts were in conscious and willful disregard of the Plaintiff's mark and  
3 the resulting damage to Plaintiff is such as to warrant the trebling of damages in  
4 order to provide just compensation.

5 **THIRD CLAIM FOR RELIEF**

6 (Section *6bis* of the Paris Convention for Protection for Industrial Property;  
7 15 U.S.C. § 1126(b) and (h))

8 53. Plaintiff repeats and incorporates by reference the allegations set forth  
9 herein as though fully set forth herein.

10 54. At all relevant times hereto, the United States and Pakistan have been  
11 parties to the Paris Convention for the Protection of Industrial Property, 21 U.S.T.  
12 1629.

13 55. Defendant has violated Section *6bis* of the Paris Convention's  
14 prohibition against the use of a well-known mark.

15 56. Plaintiff has suffered and will continue to suffer irreparable harm as a  
16 result of such violations of law for which there is no adequate remedy at law.

17 57. Plaintiff is entitled to relief against said violation under the Paris  
18 Convention and under 15 U.S.C. §§ 1126(b) and (h).

19 **FOURTH CLAIM FOR RELIEF**

20 (Unfair Competition under Section 10bis of the Paris Convention;  
21 15 U.S.C. § 1126(b) and (h))

22 58. Plaintiff repeats and incorporates by reference the allegations set forth  
23 herein as though fully set forth herein.

24 59. At all relevant times hereto, the United States and Pakistan have been  
25 parties to the Paris Convention for the Protection of Industrial Property, 21 U.S.T.  
26 1629.

27 60. Defendant has violated Section *10bis* of the Paris Convention's  
28 prohibition against unfair competition, including competition contrary to honest

1 business practices and/or inconsistent with currently accepted standards of honest  
2 practice, entitling Plaintiff to injunctive relief, damages, profits, reasonable  
3 attorney's fees and costs.

4 61. Plaintiff has suffered and will continue to suffer irreparable harm as a  
5 result of such violations of law for which there is no adequate remedy at law.

6 62. Plaintiff is entitled to relief against said violation under the Paris  
7 Convention and under 15 U.S.C. § 1126(b) and (h).

8 **FIFTH CLAIM FOR RELIEF**

9 (California Statutory Unfair Competition)

10 63. Plaintiff repeats and incorporates by reference the allegations set forth  
11 herein as though fully set forth herein.

12 64. Plaintiff, by and through its own actions and that of its licensor (Mr.  
13 Badoo Khan and his family) has built valuable goodwill in the BUNDOO KHAN  
14 mark. Defendant's advertising, marketing, promotion and use of its mark in  
15 connection with its services is likely to and does permit Defendant to trade upon the  
16 goodwill of Plaintiff's mark and to confuse the public regarding a connection or  
17 affiliation between Defendant on the one hand and the Plaintiff, Badoo Khan, and  
18 his family on the other hand. This conduct results in damage to Plaintiff's goodwill  
19 and reputation, the loss of money and property to Plaintiff and the unjust  
20 enrichment of Defendant.

21 65. Defendant's use of a mark virtually identical to Plaintiff's BUNDOO  
22 KHAN mark in connection with Defendant's services was and is without the  
23 consent of Plaintiff, Mr. Badoo Khan or his family. Defendant's conduct is thus  
24 unfair, unlawful and fraudulent in violation of Section 17200, *et seq.*, of the  
25 California Business and Professions Code.

26 66. Plaintiff is informed and believes, and based thereon alleges, that  
27 unless restrained by this Court, Defendant will continue to infringe Plaintiff's mark  
28

1 and rights and pecuniary compensation will not afford Plaintiff adequate relief for  
2 the damage to its trademark in the public perception.

3 67. As a result of the acts complained of herein, Defendant has been and  
4 will continue to be, unjustly enriched by the profits that Defendant has made in  
5 connection with the advertising, promoting and marketing of Defendant's services  
6 and Plaintiff has been, and continues to be, monetarily damaged with each sale by  
7 Defendant related to its services.

8 **SIXTH CLAIM FOR RELIEF**

9 (Trade Libel)

10 68. Plaintiff repeats and incorporates by reference the allegations set forth  
11 herein as though fully set forth herein

12 69. Defendant has made numerous statement to, among others, California  
13 residents and customers of Plaintiff, and the owner of the Shahnawaz Halal  
14 restaurant, that Plaintiff's restaurant is a fake, and that Plaintiff has no affiliation or  
15 association with the original BUNDOO KHAN restaurant in Pakistan.

16 70. Insofar as the original BUNDOO KHAN restaurant is known the  
17 world over for its superior food, service and authentic Pakistani cuisine,  
18 Defendant's statements would necessarily be understood to disparage Plaintiff's  
19 goods, services and reputation.

20 71. Defendant's statements regarding the lack of any connection or  
21 association between Plaintiff and the original BUNDOO KHAN restaurant are  
22 untrue. Plaintiff is in fact the exclusive licensee of the original BUNDOO KHAN  
23 restaurant, which Defendant knows.

24 72. When Defendant made the statements to third parties regarding  
25 Plaintiff and its lack of affiliation with the original BUNDOO KHAN restaurant,  
26 Defendant knew that the statements were untrue, or at the very least acted with a  
27 reckless disregard of the truth or falsity of the statement.

28

1 73. Given the context and fame of the BUNDOO KHAN mark and the  
2 Bundoo Khan family, Defendant certainly knew or should have recognized that  
3 third parties hearing Defendant's untrue statements might act in reliance on its  
4 statements, which would cause Plaintiff harm.

5 74. Plaintiff has indeed suffered direct financial harm due to the acts of  
6 Defendant and as a result of third parties acting in reliance on Defendant's false  
7 statements. Defendant's conduct and statements were a substantial factor in  
8 causing Plaintiff's harm.

9 75. Defendant's false statements have caused Plaintiff to suffer harm in an  
10 amount to be determined at trial.

11 **SEVENTH CLAIM FOR RELIEF**

12 (Declaratory Relief)

13 76. Plaintiff repeats and incorporates by reference the allegations set forth  
14 herein as though fully set forth herein.

15 77. On or around December 10, 2021, Plaintiff received a cease and desist  
16 letter from Defendant's principal alleging that Plaintiff was infringing on  
17 Defendant's trademark rights based on Defendant's U.S. Trademark Registration  
18 No. 4,011,592 for BUNDU KHAN KEBAB HOUSE. Defendant claims to be the  
19 owner of the BUNDU KHAN KEBAB HOUSE trademark and alleged that  
20 Plaintiff's use of its BUNDOO KHAN Mark infringed on Defendant's rights and  
21 would cause confusion in the marketplace. A true and correct copy of Defendant's  
22 December 10, 2021 letter is attached hereto as **Exhibit "A."**

23 78. On or around January 31, 2022, Plaintiff received another cease and  
24 desist letter, this time from Defendant's attorney, Michael A. Sanchez of the firm  
25 McCarthern, Shokouhi, Evans and Grinke. This letter again asserts Defendant's  
26 alleged trademark rights, demands that Plaintiff immediately cease and desist from  
27 its use of the BUNDOO KHAN mark. The letter further indicates that Defendant  
28 has already authorized its counsel to "take all legal actions" to restrain Plaintiff

1 from continuing to use the BUNDOO KHAN mark. A true and correct copy of  
2 counsel’s January 31, 2022 letter is attached hereto as **Exhibit “B.”**

3 79. In the aforementioned letters, Defendant alleges that Plaintiff has  
4 infringed Defendant’s trademark rights in the BUNDU KHAN mark and that  
5 Plaintiff’s use is likely to cause confusion among consumers.

6 80. Plaintiff is the rightful licensee of the BUNDOO KHAN trademark in  
7 the U.S. based on the Master Franchise Agreement between Plaintiff and the  
8 foreign owners of the well-known mark in Karachi, Pakistan. Because the  
9 BUNDOO KHAN mark is a well-known mark, it is entitled to protection under 15  
10 U.S.C. §§ 1125, 1126 and Lanham Act §§ 43(a), 44(b) and 44(h).

11 81. Plaintiff denies that it is infringing on any trademark rights of  
12 Defendant on the basis that Plaintiff is the exclusive licensee and franchisee of the  
13 well-known BUNDOO KHAN trademark and has been exclusively authorized to  
14 use, register, license and franchise the mark in the United States by the owner of the  
15 well-known foreign mark. As a well-known mark, the rightful owner of the  
16 BUNDOO KHAN mark (the original owner in Karachi, Pakistan) is the only party  
17 that can provide legitimate rights to use of the mark in the United States. Such  
18 original owner has provided these rights to Plaintiff. As a result, Plaintiff’s rights  
19 in the BUNDOO KHAN mark are superior to those of the Defendant.

20 82. On February 9, 2022, Plaintiff sent a response to Defendant’s letter  
21 informing Defendant of its lawful rights in the BUNDOO KHAN name based on its  
22 Master Franchise Agreement with the original owners of the mark in Karachi,  
23 Pakistan. In addition, Plaintiff demanded that Defendant cease making false  
24 statements as to its association or affiliation with the original owners of the  
25 BUNDOO KHAN restaurant in Karachi, Pakistan.

26 83. Under 15 U.S.C. §1125, and Lanham Act §43(a), §44(b) and §44(h),  
27 given Defendant’s unauthorized use and registration of a well-known mark,  
28 Defendant is an infringer of the BUNDOO KHAN trademark.

1 84. An actual and justiciable controversy has arisen and now exists  
2 between Plaintiff and Defendant concerning whether Plaintiff's use of the  
3 BUNDOO KHAN trademark infringes upon Defendant's trademark rights.

4 85. In light of the facts alleged herein, Defendant's allegations of  
5 infringement and together with Defendant's recent letters to Plaintiff and activities  
6 in discussing the issue and potential expansion of its restaurants to the Los Angeles  
7 area, the dispute between Plaintiff and Defendant is definite, immediate and  
8 substantial.

9 86. By this Complaint, Plaintiff seeks a declaratory judgment pursuant to  
10 28 U.S.C. §2201(a) that it has not infringed upon the rights of Defendant related to  
11 the BUNDU KHAN trademark.

12 87. Plaintiff is entitled to a declaratory judgment of its rights under 28  
13 U.S.C. §2201 in order to resolve the dispute existing between the parties and afford  
14 relief from the uncertainty and harm that Defendant's allegations have caused.

15 **PRAYER FOR RELIEF**

16 Therefore, Plaintiff prays for the following relief against Defendant:

17 1. That Defendant, its affiliates, subsidiaries, officers, directors,  
18 employees and attorneys, and all persons and/or entities acting for, with, by,  
19 through, or in concert with them or any of them be enjoined preliminary and  
20 permanently from;

21 (a) Using the Plaintiff's mark and/or any other designation that is a  
22 colorable imitation of and/or is confusingly similar to the Plaintiff's mark, in any  
23 medium (retail, internet, physical or otherwise) in connection with any services,  
24 related services or related goods;

25 (b) Representing in any manner, or by any method whatsoever, that  
26 Defendant is in any way affiliated with Plaintiff, Mr. Bundoo Khan, his family or  
27 the original BUNDOO KHAN restaurant in Pakistan, or that the goods, services or  
28 other products or services provided by Defendant are sponsored, approved,

1 authorized by, or originate from Plaintiff, Mr. Bundoo Khan, his family or the  
2 original BUNDOO KHAN restaurant in Pakistan, or otherwise take an action likely  
3 to cause confusion, mistake or deception as to the origin, approval, sponsorship or  
4 certification of such goods or services;

5 (c) Infringing upon Plaintiff's mark;

6 (d) Unfairly competing with Plaintiff in any manner;

7 2. The Defendant be required to deliver up to Plaintiff for destruction any  
8 literature, signs, advertising material, and the like bearing any of the Plaintiff's  
9 mark or any confusingly similar variations therefor for products or services neither  
10 originating from nor authorized by Plaintiff, Mr. Bundoo Khan, his family or the  
11 original BUNDOO KHAN restaurant in Pakistan.

12 3. That Defendant, within thirty (30) days after service of judgment with  
13 notice of entry thereof upon them, be required to file with the Court and serve upon  
14 Plaintiff's attorneys a written report, under oath, setting forth in detail the manner in  
15 which Defendant has complied with paragraphs 1 and 2 above.

16 4. That Defendant be required to account for and pay over to Plaintiff  
17 their profits and the cumulative damages sustained by Plaintiff by reasons of  
18 Defendant's unlawful acts of trademark infringement, false designation of origin,  
19 and unfair competition herein alleged, that the amount of recovery be increased as  
20 provided by law, up to three times, and that interest and costs be awarded to  
21 Plaintiff.

22 5. That the Court order disgorgement and/or restitution of Defendant's  
23 profits to Plaintiff.

24 6. That for each violation of the trademark rights of Plaintiff, Defendant  
25 be ordered to pay statutory damages for such violations under each applicable claim  
26 for relief, and where there is a finding of willful infringement or other conduct  
27 entitling Plaintiff to an increase in statutory damages, for the maximum award of  
28

1 statutory damages available under each of the applicable claims for relief set forth  
2 above.

3 7. That Plaintiff be awarded damages against Defendant in an amount to  
4 be determined at trial resulting from Defendant’s acts of unfair competition and  
5 trade libel.

6 8. For a judicial declaration that the BUNDOO KHAN trademark of  
7 Plaintiff does not infringe upon any trademark rights of Defendant.

8 9. That Plaintiff be awarded its reasonable costs and attorneys’ fees.

9 10. That Plaintiff be awarded punitive damages.

10 11. That Plaintiff be awarded such other and further relief as the Court  
11 may deem equitable, just and proper.

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DATED: April 29, 2022

BUCHALTER  
A Professional Corporation

By:                   /s/ Matthew L. Seror                    
FARAH P. BHATTI  
MATTHEW L. SEROR  
Attorneys for Plaintiff



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**DEMAND FOR TRIAL BY JURY**

Plaintiff hereby demands a trial by jury on all issues in the Complaint that are triable by jury.

DATED: April 29, 2022

BUCHALTER  
A Professional Corporation

By:                   /s/ Matthew L. Seror                    
FARAH P. BHATTI  
MATTHEW L. SEROR  
Attorneys for Plaintiff

**EXHIBIT “A”**

**BUNDU KHAN KABAB HOUSE**  
**Arrehman Arraheem Corp.**

December 10<sup>th</sup>, 2021

BUNDOO KHAN CA LLC  
2736 Nutwood Ave, Suite A  
Fullerton, CA 92831  
Attention: Syed Farreed Jafrey  
RE: Trademark Infringement

Dear Mr. Jafrey

I own and operate BUNDU KHAN KABAB HOUSE. I also own trademarks associated with this business registered with the United States Patent and Trademark Office with the registration number "U.S. Reg. No. 4,011,592 ( attached hereto for your reference)".

It has come to my attention that your business, (Bundoo Khan CA LLC), has been using our Trademark or a very similar mark ("Bundoo Khan ") in association with the marketing, sale, distribution or identification of its products and/or services, and is thus trading on the name, goodwill and reputation earned by the Company. It is possible that you were unaware of this conflict and we believe it is in our mutual interest to bring it to your attention and resolve it.

Our Trademark provides us with certain proprietary rights, including the right to monitor and restrict the unauthorized use of our Trademark, or confusingly similar trademarks, in association with non-Company products or services. We must exercise this right to protect the value of both our Trademark and of our business. Our Trademark signifies the high quality of products and services offered by the Company and indicates to our customers and to the consuming public that all of our goods and/or services come from a single source. As such, it contributes substantially to the goodwill and value of the Company. Federal law supports our position that confusingly similar trademarks may cause undesirable confusion in the public.

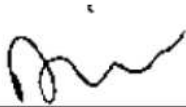
This confusion may in this instance cause material and irreparable harm to our Trademark by eroding the distinct association among our Trademark, our products and services, and the Company. Your actions constitute trademark infringement and unfair competition under both state and federal law, including the Lanham Act, (15 U.S.C. §§ 1051-1127). Remedies for such infringement can include payment of actual and treble damages, recovery of profits, reimbursement of attorney's fees, and may also include injunctions against your further use of the Infringing Trademark and the seizure of infringing materials.

We respectfully request that you immediately discontinue any and all use of the Infringing Trademark in association with the marketing, sale, distribution, or identification of your products or services. Please respond to us in writing within fourteen (14) calendar days indicating that you will cease and desist from any and all further use of our Trademark, the

Infringing Trademark, or any confusingly similar trademark. We hope this issue can be resolved civilly and that we can avoid pursuing any further legal remedies.

This letter is not intended to be a full statement of the facts in this matter, nor is it a waiver of our rights and remedies, whether at law or equity, all of which are expressly reserved.

Sincerely,



---

Mohammed Khan  
20311 Scarlett Saddle CT  
Cypress, TX 77433

Enclosure(1)

# United States of America

United States Patent and Trademark Office

## BUNDU KHAN KABAB HOUSE

**Reg. No. 4,011,592**

**Registered Aug. 16, 2011**

**Int. Cl.: 43**

**SERVICE MARK**

**PRINCIPAL REGISTER**

ARREHMAN ARRAHEEM CORPORATION (TEXAS CORPORATION)  
5415 SATTERFIELD LANE  
HOUSTON, TX 77084

FOR: RESTAURANT AND CATERING SERVICES, IN CLASS 43 (U.S. CLS. 100 AND 101).

FIRST USE 8-6-2004; IN COMMERCE 2-16-2005.

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT, STYLE, SIZE, OR COLOR.

NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "KABAB HOUSE", APART FROM THE MARK AS SHOWN.

THE NAME "BUNDU KHAN" DOES NOT REPRESENT AND/OR IDENTIFY A PARTICULAR LIVING INDIVIDUAL.

THE WORDING "BUNDU KHAN" HAS NO MEANING IN A FOREIGN LANGUAGE.

SER. NO. 85-198,621, FILED 12-15-2010.

ANNE E. GUSTASON, EXAMINING ATTORNEY



*David J. Kappas*

Director of the United States Patent and Trademark Office

**EXHIBIT “B”**

# MCCATHERN

SHOKOUHI · EVANS · GRINKE

January 31, 2022

Michael A. Sanchez  
Partner  
3710 Rawlins, Suite 1600  
Dallas, Texas 75219  
[msanchez@mccatherlaw.com](mailto:msanchez@mccatherlaw.com)

## **CEASE AND DESIST** **FROM TRADEMARK INFRINGEMENT**

**BUNDOO KHAN CA LLC**  
Attn: Syed Farred Jafrey  
2736 Nutwood Ave, Suite A  
Fullerton, CA 92831

**Syed Farred Jafrey**  
5299 Alton Parkway, Suite 216  
Irvine, CA 92604

Mr. Jafrey:

Our law firm has been retained by Arrehman Arraheem Corp., Dba Bundu Khan Kabab House, (hereafter "the Company") and Mr. Mohammed Khan (hereafter "Mr. Khan") to represent the Company and Mr. Khan in this matter.

On or about December 10, 2021, you were advised in a letter sent to you by Mr. Khan that the Company operates BUNDU KHAN KABAB HOUSE and that the Company own trademarks associated with Company which were then and are now are registered with the United States Patent and Trademark Office with the registration numbered U.S. Reg. No. 4,011,592, (hereafter the "Trademark").

You were further advised that your business, Al Basit Inc. has been using and financially benefitting from the Company's Trademark or a very similar mark, "Bundoo Khan", (hereafter the "Infringing Trademark") with no authorization from either the Company nor Mr. Khan.

In addition, you were advised that U.S. federal law provides the Company, as owner of the Trademark with substantial legal and equitable protections again unauthorized uses, including but not limited to unauthorizes uses of the Trademark and Infringing Trademark.by you, Bundoo Khan CA LLC, or any affiliate thereof.

Your unauthorized use of the Company's Trademark and/or the Infringing Trademark constitute trademark infringement and unfair competition under both state and federal law. For this reason,

**YOU ARE THEREFORE DIRECTED TO IMMEDIATELY CEASE AND DESIST FROM THE USE OF THE COMPANY'S TRADEMARK AND INFRINGING TRADEMARK AND TO CONTACT THE UNDERSIGNED TO DISCUSS APPROPRIATE REMEDIES UNDER THE CIRCUMSTANCES.**

If you fail to contact the undersigned within three (3) days of the receipt of this letter, our firm has been authorized to take all legal actions, in law or equity, as may be required to mitigate the Company's harm, including but not limited to the pursuit of injunctive relief so as to judicially restrain you from continuing your unauthorized actions. The undersigned should be contacted at (832) 816-3638.

Respectfully,

*/s/ Michael A. Sanchez*  
Michael A. Sanchez

Cc: Mr. Mohammed Khan



# **EXHIBIT 3**

1 Shane W. Tseng (SBN 200597)  
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2 PROSPERA LAW, LLP  
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8 PORTER HEDGES LLP  
1000 Main Street, 36th Floor  
9 Houston, Texas 77002  
10 Telephone: (713) 226-6654  
Facsimile: (713) 228-1331

11 Attorneys for Defendant  
12 ARREHMAN ARRAHEEM CORPORATION

13 UNITED STATES DISTRICT COURT  
14 CENTRAL DISTRICT OF CALIFORNIA  
15 SOUTHERN DIVISION – SANTA ANA

16 BUNDOO KHAN USA LLC, a  
17 California limited liability company,  
Plaintiff,  
18 vs.  
19 ARREHMAN ARRAHEEM  
CORPORATION, a Texas corporation,  
20 Defendant.

Case No. 8:22-cv-00304-GOC (KES)

**NOTICE OF MOTION AND  
DEFENDANT ARREHMAN  
ARRAHEEM CORPORATION’S  
MOTION TO DISMISS PURSUANT  
TO FED. R. PROC. 12(b)(2)  
FOR LACK OF PERSONAL  
JURISDICTION; MEMORANDUM  
OF POINTS AND AUTHORITIES  
IN SUPPORT**

23 Date: July 11, 2022  
24 Time: 8:30 a.m.  
Courtroom: 10A

1 NOTICE IS HEREBY GIVEN that Defendant, Arrehman Araheem  
2 Corporation (“Defendant” or “Arrehman”), by and through its attorneys, hereby  
3 moves to dismiss Plaintiff’s Amended Complaint for lack of personal jurisdiction.  
4 This Motion is scheduled for hearing on July 11, 2022 at 8:30 a.m., or as soon  
5 thereafter as counsel may be heard by the above-entitled court, located at 411 West  
6 Fourth Street, Santa Ana, California 92701, in the courtroom of the Honorable  
7 David O. Carter.

8 This Motion is made on the grounds that this Court lacks personal jurisdiction  
9 over Arrehman because it does not have the requisite minimum contacts with  
10 California to support jurisdiction under any theory. Hence, it should be dismissed  
11 from the action pursuant to Rule 12(b)(2). This Motion is based on the Notice of  
12 Motion, supporting Memorandum of Points and Authorities, the Declaration of  
13 Mohammad A. Khan, the exhibits filed currently therewith, all pleadings and papers  
14 filed in this action, and on such further written or oral argument as may be presented  
15 at of before the hearing.

16 On May 18, 2022 at 10:00 a.m., pursuant to Local Rule 7-3, counsel for the  
17 parties met and conferred telephonically regarding the deficiencies of the First  
18 Amended Complaint and the content of the present Motion but were unable to  
19 resolve these issues.

20  
21 Dated: May 20, 2022

Respectfully submitted,

22 PROSPERA LAW, LLP and  
23 PORTER HEDGES LLP

24 By: /s/ Shane W. Tseng  
25 Shane W. Tseng  
26 Attorneys for Defendant  
27 ARREHMAN ARRAHEEM CORP.  
28

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1 **I. INTRODUCTION**

2 Defendant’s sole business is the operation of two restaurants in the Houston,  
3 Texas area. Defendant has no contacts with California. Defendant is owned and  
4 operated by husband and wife team, Mr. Mohammad A. Khan and Mrs. Afshan  
5 Khan. Mr. and Mrs. Khan live in the Houston, Texas area and have only been to  
6 California once in 2015 for a family vacation. No other representatives of Defendant  
7 have been to California on behalf of the company.

8 As the basis for personal jurisdiction, Plaintiff alleges that “Defendant has  
9 expressly aimed its activities at this district, availing itself of this forum.” Amended  
10 Complaint, ¶ 7. However, the only conduct by Defendant “expressly aimed” at  
11 California was sending cease and desist letters to Plaintiff. In this Circuit, “[a] cease  
12 and desist letter is not in and of itself sufficient to establish personal jurisdiction over  
13 the sender of the letter.” *Yahoo! Inc. v. La Ligue Contre Le Racisme Et*  
14 *L’Antisemitisme*, 433 F.3d 1199, 1208 (9th Cir. 2006); *Rex Real Est. Exch., Inc. v.*  
15 *Rex Real Est. I, L.P.*, No. CV 18-4161-GW(SSX), 2018 WL 8335386, at \*6 (C.D.  
16 Cal. Sept. 20, 2018).

17 Plaintiff attempts to allege other conduct, on information and belief, to supply  
18 the jurisdictional hook. But these allegations do not rise above the speculative level.  
19 The allegations do not name a **single name** but simply say, “Defendant is believed  
20 to have numerous connections within the California Pakistani community” and “a  
21 high-level representative of Defendant travelled to and attended an in-person  
22 meeting in the Los Angeles area with a number of third parties.” There are no names  
23 because it did not happen. No representative has ever been to California other than  
24 on a family vacation in 2015.

25 Because Plaintiff’s jurisdictional allegations are directly controverted by the  
26 concurrently-filed Declaration of Mohammad A. Khan, Defendant’s President,

1 Plaintiff must come forward with facts supporting personal jurisdiction. *See* Decl. of  
2 Mohammad A. Khan in Supp. of Mot. to Dismiss (“Khan Decl.”); *SMS Signature*  
3 *Cars v. Connects Mktg. LLC*, 2012 WL 12893936, at \*1 (C.D. Cal. 2012) (“if  
4 Defendant submits evidence controverting the allegations, Plaintiff may not rely on  
5 its pleadings, but must “come forward with facts, by affidavit or otherwise,  
6 supporting personal jurisdiction”). Plaintiff cannot meet its burden because  
7 Defendant, operator of two restaurants in Houston, Texas, has zero contacts with the  
8 state of California. The Court should dismiss the Amended Complaint for lack of  
9 personal jurisdiction.

## 10 **II. ARUMENT AND AUTHORITIES**

### 11 **A. Legal Standard**

12 “In opposition to a defendant’s motion to dismiss for lack of personal  
13 jurisdiction, the plaintiff bears the burden of establishing that jurisdiction is proper.”  
14 *Boschetto v. Hansing*, 539 F.3d 1011, 1015 (9th Cir. 2008). A plaintiff cannot  
15 “simply rest on the bare allegations of its Complaint, but rather [i]s obligated to come  
16 forward with facts, by affidavit or otherwise, supporting personal jurisdiction.”  
17 *Amba Mktg. Sys., Inc. v. Jobar Int’l, Inc.*, 551 F.2d 784, 787 (9th Cir. 1977).

18 “[N]o federal statute governs personal jurisdiction” so California’s long-arm  
19 statute governs. *Boschetto*, 539 F.3d at 1015. California’s long-arm statute  
20 authorizes personal jurisdiction to the extent it is permitted by the due process clause  
21 of the United States Constitution, and thus, to establish personal jurisdiction,  
22 Plaintiff must prove “at least ‘minimum contacts’ with the relevant forum such that  
23 the exercise of jurisdiction ‘does not offend traditional notions of fair play and  
24 substantial justice.’” *Id.* at 1015-16. To meet this burden, Plaintiff must prove either  
25 general or specific jurisdiction exists. *Id.* at 1016. Plaintiff cannot do so.



1  
2 **B. There is No General Jurisdiction**

3 In order for the Court to exercise general jurisdiction over Defendant, its  
4 contacts with California must have been “substantial or continuous and systematic”  
5 so as to render it “essentially at home” here. *Johnson v. UBS AG*, No. 2:20-CV-  
6 00357-MCS-JC, 2020 WL 6826477, at \*2 (C.D. Cal. Nov. 12, 2020), *aff’d*, 860 F.  
7 App’x 531 (9th Cir. 2021). This is a “high standard.” *Brand v. Menlove Dodge*, 796  
8 F.2d 1070, 1073 (9th Cir. 1986). Here, Plaintiff concedes in its Amended Complaint  
9 that there is no general jurisdiction over Defendant. Specifically, Plaintiff admits  
10 that Defendant is a Texas Corporation with its principal place of business located in  
11 Cypress, Texas. Amended Complaint, ¶ 10. And the Amended Complaint makes no  
12 allegations of conduct by Defendant that even come close to “systematic” contacts  
13 with California. *See generally id.* Thus, because there are no allegations of general  
14 jurisdiction, this Court must find that specific jurisdiction exists in order to exercise  
15 personal jurisdiction over Defendant.

16 **C. There is No Specific Jurisdiction**

17 There are three factors relevant to specific jurisdiction. They are (1) the  
18 defendant has purposefully availed itself of the privileges of conducting activities in  
19 the forum, (2) the claim arises out of or results from the defendant’s forum-related  
20 activities, and (3) the exercise of jurisdiction is reasonable. *See Cybersell, Inc. v.*  
21 *Cybersell, Inc.*, 130 F.3d 414, 416 (9th Cir.1997). Generally, the sending of cease  
22 and desist letters to a forum resident is not in and of itself sufficient to establish  
23 specific jurisdiction over the sender of the letters, however, an exception exists if  
24 letter itself is “abusive, tortious or otherwise wrongful.” *See Yahoo! Inc.*, 433 F.3d  
25 at 1209.

26 Plaintiff alleges specific jurisdiction by stating that “Defendant, by its  
27  
28

1 business and actions against Plaintiff in this district, as detailed herein, has expressly  
2 aimed its activities at this district, availing itself of this forum.” Amended  
3 Complaint, ¶ 7. The problem is, the only conduct by Defendant alleged to have  
4 occurred is the sending of two cease and desist letters to Plaintiff. The remainder of  
5 Plaintiff’s factual allegations relevant to jurisdiction are vague hearsay statements  
6 alleged on “information and belief.”

7 ***1. Cease and Desist Letters Standing Alone are Insufficient***

8 In this Circuit, the sending of cease and desist communications is insufficient  
9 standing alone to establish purposeful avaiilment. *See Yahoo! Inc.*, 433 F.3d at 1208-  
10 09 (“[a] cease and desist letter is not in and of itself sufficient to establish personal  
11 jurisdiction over the sender of the letter”); *Rex Real Est. Exch., Inc. v. Rex Real Est.*  
12 *I, L.P.*, No. CV 18-4161-GW(SSX), 2018 WL 8335386, at \*6 (C.D. Cal. Sept. 20,  
13 2018) (“the cease and desist letter at issue is not a contact that would, if considered  
14 alone, justify the exercise of personal jurisdiction.”); *Bandai Am. Inc. v. Brown*, No.  
15 CIV 00-13364 WMB, 2002 WL 31417189, at \*6 (C.D. Cal. June 1, 2002) (same);  
16 *Douglas Furniture Co. of Cal., Inc. v. Wood Dimensions, Inc.*, 963 F.Supp. 899, 903  
17 (C.D.Cal.1997) (same – two cease and desist letters).

18 As the Court in *Yahoo!* explained, there are good reasons for this rule that  
19 apply with even greater force in intellectual property disputes:

20 There are strong policy reasons to encourage cease and desist letters.  
21 They are normally used to warn an alleged rights infringer that its  
22 conduct, if continued, will be challenged in a legal proceeding, and to  
23 facilitate resolution of a dispute without resort to litigation. If the price  
24 of sending a cease and desist letter is that the sender thereby subjects  
25 itself to jurisdiction in the forum of the alleged rights infringer, the  
26 rights holder will be strongly encouraged to file suit in its home forum  
27 without attempting first to resolve the dispute informally by means of a  
28 letter.

25 *Yahoo! Inc.*, 433 F.3d at 1208. This Court has similarly recognized these policy  
26 concerns. *See Douglas Furniture Co.*, 963 F. Supp. at 903 (“If any attempt by an  
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1 intellectual property holder to put an alleged wrongdoer on notice forced the  
2 property holder to submit to the jurisdiction of the alleged wrongdoer’s forum, an  
3 intellectual property owner would be forced to file an action in his own jurisdiction  
4 in order to avoid the threat of being hauled before a court in another, possibly distant  
5 state.”). Plaintiff’s strategic litigation decision to bring suit in this improper forum  
6 should not be rewarded.

7           **2. Defendant’s Enforcement of Its Trademark Rights Was Not**  
8           **Abusive, Tortious or Otherwise Wrongful**

9           Sending a cease and desist letter to a party in California is insufficient to  
10 confer jurisdiction upon the sender unless the cease and desist letter was “abusive,  
11 tortious, or otherwise wrongful.” *Yahoo! Inc.*, 433 F.3d at 1209. Defendant’s cease  
12 and desist letters were not abusive, tortious, or otherwise wrongful. The letters were  
13 justified because Defendant is the owner of U.S. Trademark Registration No.  
14 4,011,592, for its “BUNDU KHAN KABAB HOUSE” mark (“Defendant’s Mark”).  
15 *See* Exhibit A. And Defendant has operated its Houston-area restaurants using the  
16 “BUNUDU KHAN” mark for over 15 years. *Id.* Defendant sent the two cease and  
17 desist letters at issue with a good faith belief that its trademark registration provides  
18 it with the exclusive right to use the its Mark in the United States. Kahn Decl. ¶ 11.  
19 The Federal Circuit has noted that federal registration “creates a presumption that  
20 the registrant has the exclusive right to use its mark throughout the United States.”  
21 *Giant Food, Inc. v. Nation’s Foodservice, Inc.*, 710 F.2d 1565, 1568–69 (Fed. Cir.  
22 1983). So, even if Plaintiff was to ultimately prevail on the merits of an infringement  
23 suit (and Defendant disputes that it would), that would not make Defendant’s  
24 sending of a cease and desist letter “wrongful” in any way. For instance, in  
25 *Lombardo v. Dr. Seuss Enterprises*, a district court concluded that a defendant who  
26 had accused the plaintiff of copyright infringement “had a good faith basis for  
27 sending . . . cease-and-desist letters based on the publicly available information

1 about [a] [p]lay,” even though the defendant *had not even seen the play or read its*  
2 *script*. See No. 16-cv-9974, 2017 WL 1378413, at \*2, \*8 (S.D.N.Y. Apr. 7, 2017).  
3 If that is a good faith basis for enforcement of a copyright, Defendant’s attempted  
4 enforcement of its federal trademark registration—which predates Plaintiff’s  
5 allegedly licensed mark with respect to registration *and* date of first use in commerce  
6 in the United States by over a decade—surely is.

7 **3. *Plaintiff’s Additional Allegations Purporting to Establish***  
8 ***Specific Jurisdiction are False***

9 Plaintiff is aware that Defendant’s cease and desist letters do not confer  
10 jurisdiction by themselves, so it attempts to allege other conduct in order to satisfy  
11 its burden. In this case, Plaintiff’s Amended Complaint alleges:

12 At some point in time Defendant set its sights on opening up a location  
13 in southern California to serve the Pakistani community. It is presently  
14 not clear to the Plaintiff whether this desire was driven by Defendant’s  
15 discovery of Plaintiff’s restaurant, or whether Defendant learned of  
16 Plaintiff’s restaurant as part of expansion plans that pre-dated the  
17 opening of Plaintiff’s restaurant.

18 Defendant is believed to have numerous connections within the  
19 California Pakistani community, including but not limited to the owner  
20 of the Shahnawaz Halal restaurant located in Los Angeles, California.

21 In April or May of 2021, a high-level representative of Defendant  
22 travelled to and attended an in-person meeting in the Los Angeles area  
23 with a number of third parties. At this meeting, Defendant’s  
24 representative told those in attendance that Defendant was looking to  
25 open up a BUNDU KHAN restaurant in the southern California area  
26 and in furtherance thereof, was looking for a location, an operator and  
27 a chef(s) to run the restaurant. It is believed that at this same meeting,  
28 there was an open discussion about ways to shut down Plaintiff’s  
restaurant to pave the way for the new BUNDU KHAN location.

In furtherance of Defendant’s desire to open a southern California  
based restaurant, Defendant began working with the owner of the

1 Shahnawaz Halal restaurant to set the groundwork for the new  
2 restaurant. Plaintiff is informed and believes that the new restaurant  
3 would be some type of joint venture as between Defendant and the  
4 owner of the Shahnawaz Halal restaurant. Plaintiff's belief stems from  
5 communications one of Plaintiff's employee had with a representative  
6 associated with this new joint venture.

7 Amended Complaint, ¶ 23-27.

8 Plaintiff's allegations are not based in truth. Defendant is not currently, nor  
9 has it ever been, in any discussions with any person or entity in California to open a  
10 restaurant. *See Khan Decl.* No representative of Defendant has ever been to  
11 California on behalf of the company. *Id.* And Defendant has never even met anyone  
12 affiliated with a Shahnawaz Halal restaurant in California. *Id.* Plaintiff further  
13 alleges that Defendant "told multiple California residents and customers of Plaintiff"  
14 that Plaintiff's restaurant was fake. Even if this allegation was true (it is not), the  
15 allegation does not confer jurisdiction upon Defendant because it does not allege that  
16 the alleged conversations occurred in California. Having a conversation with a  
17 California resident outside of California does not subject someone to jurisdiction in  
18 California. *See HID Glob. Corp. v. Isonas, Inc.*, No. SACV140052DOCANX, 2014  
19 WL 10988340, at \*6 (C.D. Cal. Apr. 21, 2014) (holding that a CEO's statement  
20 occurring at a convention in Chicago was not an act directed to California) (Carter,  
21 J.). Thus, these allegations are insufficient to confer jurisdiction upon Defendant.

22 Besides authorizing the two cease and desist letters, Defendant has had no  
23 contacts with the State of California. *See Khan Decl.* ¶¶ 8-13. Defendant's President  
24 Mr. Khan, and his wife Afshan Khan, have not been to California since their first  
25 and only visit to Los Angeles in 2015 for a family vacation. *Id.* Because Plaintiff's  
26 allegations have been controverted, that leaves only the enforcement of Defendant's  
27 trademark rights through its cease and desist letters to supply the jurisdictional basis.

1 **D. Jurisdictional Discovery is Not Necessary**

2 In the event Plaintiff seeks jurisdictional discovery, the Court should deny its  
3 request. “Where a plaintiff’s claim of personal jurisdiction appears to be both  
4 attenuated and based on bare allegations in the face of specific denials made by the  
5 defendants, the Court need not permit even limited discovery.” *Pebble Beach Co. v.*  
6 *Caddy*, 453 F.3d 1151, 1160 (9th Cir. 2006).

7 On these alleged facts, Plaintiff should not be permitted to conduct a fishing  
8 expedition. *See Johnson v. Mitchell*, No. CIV S-10-1968 GEB, 2012 WL 1657643,  
9 at \*7 (E.D. Cal. May 10, 2012) (“[L]imited discovery should not be permitted to  
10 conduct a fishing expedition.”). Defendant has specifically denied Plaintiff’s vague  
11 allegations. And Plaintiff practically admits in its Amended Complaint that it has no  
12 personal knowledge of its allegations of wrongful conduct. In other words, because  
13 of the very nature of its allegations, Plaintiff cannot possibly “come forward with  
14 facts, by affidavit or otherwise, supporting personal jurisdiction.” *SMS Signature*  
15 *Cars*, 2012 WL 12893936 at \*1.

16 To illustrate, the Amended Complaint alleges that “Plaintiff is informed and  
17 believes” that certain “representatives” of Defendant met with “a number of third  
18 parties.” Amended Complaint, ¶¶ 26, 29. But the Amended Complaint is silent on  
19 who Defendant’s “representatives” were, how Plaintiff learned this alleged fact, or  
20 who the “third parties” were. Presumably, if Plaintiff knew someone who could  
21 testify to this alleged fact, it would have said so in its Amended Complaint. Plaintiff  
22 has failed to allege a sufficient jurisdictional basis. *See Wing Pow Int’l Corp. v.*  
23 *Knyrim*, No. CV 11-7716 DSF (EX), 2012 WL 13012388, at \*2 (C.D. Cal. Feb. 22,  
24 2012) (stating that “the personal jurisdiction issues were not close” and denying the  
25 plaintiff’s request for jurisdictional discovery where allegations supporting  
26 jurisdiction were the sending of a cease and deist letter and an alleged patent license).

1 This Court should dismiss the Amended Complaint and deny any request for  
2 discovery.

3 **III. CONCLUSION**

4 In view of the foregoing, the Court should dismiss Plaintiff’s Amended  
5 Complaint against Defendant for lack of personal jurisdiction.

6 Dated: May 20, 2022

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7  
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**CERTIFICATE OF SERVICE**

I hereby certify that the foregoing document has been served on all counsel of record via the Court’s electronic filing system on May 20, 2022.

/s/Shane W. Tseng  
Shane W. Tseng



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12 ARREHMAN ARRAHEEM CORPORATION

13 UNITED STATES DISTRICT COURT  
14 CENTRAL DISTRICT OF CALIFORNIA  
15 SOUTHERN DIVISION – SANTA ANA

16 BUNDOO KHAN USA LLC, a  
17 California limited liability company,  
Plaintiff,  
18 vs.  
19 ARREHMAN ARRAHEEM  
CORPORATION, a Texas corporation,  
20 Defendant.

Case No. 8:22-cv-00304-GOC (KES)

**DECLARATION OF MOHAMMAD  
A. KHAN IN SUPPORT OF  
DEFENDANT ARREHMAN  
ARRAHEEM CORPORATION'S  
12(b)(2) MOTION TO DISMISS  
FOR LACK OF PERSONAL  
JURISDICTION**

1 **DECLARATION OF MOHAMMAD A. KHAN**

2  
3 I, Mohammad A. Khan, declare the following:

4 1. I am the President and sole member of the board of directors of  
5 Defendant Arrehman Arrahem Corporation (“Arrehman”).

6 2. I provide this declaration in support of Arrehman’s Motion to Dismiss  
7 for Lack of Personal Jurisdiction. I have personal knowledge of the following, and  
8 if called as a witness, I could and would testify competently to thereto.

9 3. Arrehman is a Texas corporation that does business as “BUNDU  
10 KHAN KABAB HOUSE.” Arrehman’s sole business is the operation of two  
11 Pakistani barbecue restaurant locations in the Houston, Texas metro area. My wife,  
12 Afshan and I operate the two restaurants.

13 4. Arrehman is the owner of U.S. Trademark registration No. 4,011,592  
14 for the trademark “BUNDU KHAN KABAB HOUSE.” The mark is registered in  
15 trademark class 43 for restaurant and catering services.

16 5. I have provided a true and correct copy of the U.S. trademark  
17 registration No. 4,011,592 attached hereto as Exhibit A.

18 6. It is my understanding that the plaintiff in this case, BUNDOO KHAN  
19 USA LLC (“Plaintiff”), has alleged that Arrehman desires to open a Pakistani  
20 barbecue restaurant location in the Los Angeles, California area, and that Arrehman  
21 began working with the owner of the Shahnawaz Halal restaurant to set the  
22 groundwork for the new restaurant. It is also my understanding that Plaintiff has  
23 alleged that a high-level representative of Arrehman traveled to and attended an in-  
24 person meeting in Los Angeles with a number of individuals and that at this meeting,  
25 Arrehman’s representative told those in attendance at the meeting that Arrehman  
26 was looking to open up a Bundu Khan restaurant in the southern California area. It  
27

1 is also my understanding that Plaintiff has alleged that Arrehman has represented to  
2 others that it is affiliated with the “MAK AL HAAJ BUNDOO KHAN” restaurant  
3 in Karachi, Pakistan.

4 7. None of these allegations have any basis in fact.

5 8. Arrehman has never had plans to open a restaurant location in the Los  
6 Angeles, California Area.

7 9. Arrehman has never represented to any customer, person, or entity that  
8 it is affiliated with the “MAK AL HAAJ BUNDOO KHAN” restaurant in Karachi,  
9 Pakistan.

10 10. Arrehman is not currently, and has never been, in any discussions with  
11 any person or entity in the Los Angeles, California area to open a restaurant location.

12 11. On December 10, 2021, Arrehman sent a cease and desist letter to  
13 Plaintiff, seeking to enforce its rights as the owner of U.S. Trademark registration  
14 No. 4,011,592. On January 31, 2022, Arrehman sent another cease and desist letter  
15 to Plaintiff through its counsel, Michael A. Sanchez of the firm McCarthern,  
16 Shokouhi, Evans and Grinke. As the President of Arrehman, I authorized the sending  
17 of these cease and desist letters. When I sent the cease and desist letters I had a good  
18 faith belief that the trademark registration provided my company with the exclusive  
19 right to use the “BUNDU KHAN” mark in the United States.

20 12. Other than the sending of the aforementioned cease and desist letters to  
21 Plaintiff, Arrehman has had no other contacts with the state of California. My wife,  
22 Afshan Khan, and I have not been to California since visiting Los Angeles in 2015  
23 for a family vacation. During that 2015 vacation to California, nobody in my family  
24 had any discussions with anyone regarding opening a restaurant in California.

25 ///

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4 13. No representative of Arrehman has ever been to California on behalf  
5 of the company.

6 14. I declare under penalty of perjury under the laws of the United States  
7 that the foregoing is true and correct. Executed on May 19, 2022 in Houston,  
8 Texas.

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10

/s/ 

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Mohammad A. Khan

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# **EXHIBIT A**

# United States of America

United States Patent and Trademark Office

## BUNDU KHAN KABAB HOUSE

**Reg. No. 4,011,592**

ARREHMAN ARRAHEEM CORPORATION (TEXAS CORPORATION)  
5415 SATTERFIELD LANE  
HOUSTON, TX 77084

**Registered Aug. 16, 2011**

**Int. Cl.: 43**

FOR: RESTAURANT AND CATERING SERVICES, IN CLASS 43 (U.S. CLS. 100 AND 101).

**SERVICE MARK**

FIRST USE 8-6-2004; IN COMMERCE 2-16-2005.

**PRINCIPAL REGISTER**

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT, STYLE, SIZE, OR COLOR.

NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "KABAB HOUSE", APART FROM THE MARK AS SHOWN.

THE NAME "BUNDU KHAN" DOES NOT REPRESENT AND/OR IDENTIFY A PARTICULAR LIVING INDIVIDUAL.

THE WORDING "BUNDU KHAN" HAS NO MEANING IN A FOREIGN LANGUAGE.

SER. NO. 85-198,621, FILED 12-15-2010.

ANNE E. GUSTASON, EXAMINING ATTORNEY



*David J. Kyffers*

Director of the United States Patent and Trademark Office

**REQUIREMENTS TO MAINTAIN YOUR FEDERAL  
TRADEMARK REGISTRATION**

**WARNING: YOUR REGISTRATION WILL BE CANCELLED IF YOU DO NOT FILE THE  
DOCUMENTS BELOW DURING THE SPECIFIED TIME PERIODS.**

**Requirements in the First Ten Years\***

**What and When to File:**

***First Filing Deadline:*** You must file a Declaration of Use (or Excusable Nonuse) between the 5th and 6th years after the registration date. *See* 15 U.S.C. §§1058, 1141k. If the declaration is accepted, the registration will continue in force for the remainder of the ten-year period, calculated from the registration date, unless cancelled by an order of the Commissioner for Trademarks or a federal court.

***Second Filing Deadline:*** You must file a Declaration of Use (or Excusable Nonuse) **and** an Application for Renewal between the 9th and 10th years after the registration date.\*  
*See* 15 U.S.C. §1059.

**Requirements in Successive Ten-Year Periods\***

**What and When to File:**

You must file a Declaration of Use (or Excusable Nonuse) **and** an Application for Renewal between every 9th and 10th-year period, calculated from the registration date.\*

**Grace Period Filings\***

The above documents will be accepted as timely if filed within six months after the deadlines listed above with the payment of an additional fee.

**The United States Patent and Trademark Office (USPTO) will NOT send you any future notice or  
reminder of these filing requirements.**

**\*ATTENTION MADRID PROTOCOL REGISTRANTS:** The holder of an international registration with an extension of protection to the United States under the Madrid Protocol must timely file the Declarations of Use (or Excusable Nonuse) referenced above directly with the USPTO. The time periods for filing are based on the U.S. registration date (not the international registration date). The deadlines and grace periods for the Declarations of Use (or Excusable Nonuse) are identical to those for nationally issued registrations. *See* 15 U.S.C. §§1058, 1141k. However, owners of international registrations do not file renewal applications at the USPTO. Instead, the holder must file a renewal of the underlying international registration at the International Bureau of the World Intellectual Property Organization, under Article 7 of the Madrid Protocol, before the expiration of each ten-year term of protection, calculated from the date of the international registration. *See* 15 U.S.C. §1141j. For more information and renewal forms for the international registration, see <http://www.wipo.int/madrid/en/>.

**NOTE: Fees and requirements for maintaining registrations are subject to change. Please check the USPTO website for further information. With the exception of renewal applications for registered extensions of protection, you can file the registration maintenance documents referenced above online at <http://www.uspto.gov>.**

# **EXHIBIT 4**



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8  
 9 **UNITED STATES DISTRICT COURT**  
 10 **CENTRAL DISTRICT OF CALIFORNIA**

11  
 12 BUNDOO KHAN USA LLC, a  
 California Limited Liability Company,

13 Plaintiff,

14 vs.

15 ARREHMAN ARRAHEEM  
 16 CORPORATION, a Texas Corporation,

17 Defendant.

Case No. 8:22-cv-00304-DOC-KES \_\_\_

**PLAINTIFF’S OPPOSITION TO  
 DEFENDANT’S MOTION TO  
 DISMISS FOR LACK OF  
 PERSONAL JURISDICTION**

**Date: July 11, 2022**  
**Time: 8:30 a.m.**  
**Crtm: 10A**

18  
 19  
 20 Plaintiff Bundoo Khan USA LLC (“Plaintiff”) opposes the Motion of  
 21 Defendant Arrehman Arraheem Corporation (“Defendant”) to dismiss this action  
 22 pursuant to Federal Rule of Civil Procedure 12(b)(2) for lack of personal  
 23 jurisdiction.

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**MEMORANDUM OF POINTS AND AUTHORITIES**

**I. INTRODUCTION**

By its motion to dismiss (the “Motion”), Defendant seeks a dismissal of this action by arguing that it is not subject to personal jurisdiction in California. However, Plaintiff’s First Amended Complaint (the “Complaint”) contains numerous factual allegations demonstrating Defendant’s affirmative contact with the state of California which are sufficient to support the exercise of jurisdiction. In support of its Motion, Defendant offers only the Declaration of Mohammed Khan (“Khan Decl.”), one of the owners of the Defendant, wherein Mr. Khan denies some, but not all, of the factual allegations contained in Plaintiff’s Complaint relating to Defendant’s California contacts and conduct. But this Declaration is not enough to warrant the granting of the Motion.

Defendant would have this Court believe that all Defendant (or any defendant in any federal case for that matter) needs to do in order to defeat the exercise of jurisdiction is to deny the allegations in the Complaint relating to defendant’s contacts with the forum state. But if this alone was sufficient, every defendant who filed a declaration denying the jurisdictional allegations of a complaint would succeed in evading jurisdiction. This is not the law and the Defendant cites to no authority that so holds.

On a motion to dismiss for lack of personal jurisdiction, when a defendant comes forward with evidence which contests defendant’s jurisdictional ties to the forum state, the burden then shifts to the plaintiff who must come forward with declarations or other evidence in support of the exercise of jurisdiction. Importantly, the Ninth Circuit has repeatedly held that “conflicts between the parties over statements contained in affidavits must be resolved in the plaintiff’s favor.” *Schwarzenegger v. Fred Martin Co.*, 374 F.3d 797, 800 (9<sup>th</sup> Cir. 2004); *Boschetto v. Hansing*, 539 F. 3d 1011, 1015 (9<sup>th</sup> Cir. 2008).

1 Here, the Plaintiff offers the Declarations of S. Farreed Jafrey, Abdullah  
 2 Jafrey and Shahbaz Mueed in support of its Opposition to the Motion to Dismiss.  
 3 Each Declaration not only supports the factual allegations contained in Plaintiff's  
 4 Complaint, but provides additional details regarding Defendant's contacts with  
 5 California.<sup>1</sup>

6 The detailed factual allegations in the Complaint, together with the  
 7 Declarations offered in response to Defendant's Motion, provide ample evidence of  
 8 Defendant's California focused activities and conduct such that the exercise of  
 9 personal jurisdiction over the Defendant is appropriate. Should the Court be  
 10 inclined to grant Defendant's motion notwithstanding the allegations in the  
 11 Complaint and the concurrently filed Declarations, the Plaintiff respectfully  
 12 requests the Court permit Plaintiff to conduct jurisdiction discovery focused on  
 13 Defendant's California contacts and activities.

## 14 **II. MOTION TO DISMISS STANDARD**

15 Under Ninth Circuit law, a court can exercise specific personal jurisdiction  
 16 over a non-resident defendant only if three requirements are satisfied: "(1) the  
 17 defendant either 'purposefully direct[s]' its activities or 'purposefully avail' itself of  
 18 the benefits afforded by the forum's laws; (2) the claim 'arises out of or relates to  
 19 the defendant's forum-related activities; and (3) the exercise of jurisdiction [ ]  
 20 comports[s] with fair play and substantial justice, i.e. it [is] reasonable.'" *Williams*  
 21 *v. Yamaha Motor Co.*, 851 F.3d 1015, 1023 (9<sup>th</sup> Cir. 2017, quoting *Dole Food Co.*,  
 22 *v. Watts*, 303 F.3d 1104, 1111 (9<sup>th</sup> Cir. 2002).

23 The Plaintiff bears the burden with respect to the first two prongs.  
 24 *Schwarzenegger*, supra, 374 F. 3d at 802. However, "[w]ithout discovery and a  
 25

26 <sup>1</sup> Defendant's Motion takes issue with the fact that Plaintiff's Complaint does not  
 27 contain additional details regarding Defendant's California activities and contacts.  
 28 Plaintiff is aware of no authority that requires the level of specificity sought by  
 Defendant in order for a Court to exercise jurisdiction over a defendant.  
 Nevertheless, additional details regarding Defendant's forum-related activities and  
 contacts are included in the concurrently filed Declarations.

1 record on jurisdiction, the [C]ourt must resolve all factual disputes in the plaintiff's  
2 favor. *Nuance Comm. Inc. v. Abby Software House*, 626 F.3d 1222, 1230 (Fed.  
3 Cir. 2010). Moreover, to defeat a motion to dismiss for lack of personal  
4 jurisdiction, in the absence of an evidentiary hearing, the plaintiff need only make a  
5 prima facie showing of jurisdiction facts. *Boschetto*, supra, 539 F.3d at 1015.

6 While it is plaintiff's burden to satisfy the first two prongs, the burden rests  
7 of the defendant for the third prong, i.e. that the exercise of jurisdiction over the  
8 defendant is unreasonable. A defendant seeking to defeat the exercise of specific  
9 jurisdiction must "present a compelling case" that the exercise of jurisdiction would  
10 not be reasonable. *Nuance Comm.*, supra, 626 F.3d at 1231; citing *Burger King*  
11 *Corp. v. Rudzewicz*, 471 U.S. 462, 477 (1985). The third factor applies "only  
12 sparingly" and a defendant seeking to evade the exercise of personal jurisdiction  
13 under the third factor "must present a compelling case that the presence of some  
14 other considerations would render jurisdiction unreasonable. *Nuance Comm.*, supra,  
15 626 F.3d at 1231.

16 As between the "purposeful direction" versus "purposeful availment"  
17 inquires under the first prong of the jurisdictional analysis, for claims sounding in  
18 contract, Courts employ the purposeful availment test, whereas for claims sounding  
19 in tort, Courts use the "purposeful direction" test and looks for evidence  
20 establishing that the defendant has directed his actions at the forum state. *Picot v.*  
21 *Weston*, 780 F.3d 1206, 1212 (9<sup>th</sup> Cir. 2015).<sup>2</sup> Because claims of trademark  
22 infringement involve tortious conduct, the purposeful direction test is used to  
23 evaluate the exercise of personal jurisdiction over an alleged infringing defendant.  
24 *Cal. Brewing C. v. 3 Daughters Brewing LLC*, 2016 U.S. Dist. LEXIS 52344 \*6  
25 (S.D. Cal. 2016).

26 <sup>2</sup> Defendant's reliance on *Cybersell, Inc. v. Cybersell, Inc.*, 130 F.3d 414 (9<sup>th</sup> Cir.  
27 1997) in its motion is inapposite insofar as that case evaluated the existence of  
28 personal jurisdiction under the purposeful availment test, not the purposeful  
direction test. Defendant's Motion does not address the purposeful direction test, or  
the *Calder* "effects" test that is used to evaluate the first prong thereof.

1  
2 **III. PLAINTIFF HAS MET ITS BURDEN UNDER THE PURPOSEFUL**  
3 **DIRECTION TEST, AND THEREFORE THIS COURT HAS**  
4 **JURISDICTION OVER DEFENDANT**

5 Both in its Complaint, and in the Declarations of Farreed Jafrey, Abdullah  
6 Jafrey and Shahbaz Mueed offered in support of this Opposition, Plaintiff has  
7 offered evidence establishing that Defendant has purposefully directed activities at  
8 California. These Declarations detail Defendant's numerous contacts and dealings  
9 with California that support the exercise of personal jurisdiction, and support the  
10 many allegations made in the Complaint as to Defendant's contacts with California.  
11 These detailed declarations stand in stark contrast to the Declaration of Mr. Khan  
12 offered by Plaintiff in support of the Motion which does little other than provide  
13 cursory denials of some of the Complaint's allegations.

14 At the absolute least, the Declarations offered by Plaintiff counter Mr.  
15 Khan's Declaration and present factual disputes as to the extent of Defendant's  
16 contacts in California. That alone is sufficient to defeat Defendant's Motion insofar  
17 as factual disputes must be resolved in Plaintiff's favor at the pleading stage.  
18 *Mavrix Photo, Inc. v. Brand Techs., Inc.*, 647 F.3d 1218, 1223 (9<sup>th</sup> Cir. 2011) ("The  
19 Court "may not assume the truth of allegations in a pleading which are contradicted  
20 by affidavit, but [it] resolve[s] factual disputes in plaintiff's favor.");  
21 *Schwarzenegger, supra*, 374 F.3d at 800.

22 **A. Defendant Has Purposefully Directed its Activities to California**

23 Purposeful direction is evaluated under the three-part "effects" test  
24 established in *Calder v. Jones*, 465 U.S. 783 (1984). The "effects" test requires a  
25 plaintiff to show that the defendant: (1) committed an intentional act; (2) expressly  
26 aimed at the forum state; (3) causing harm that the defendant knows is likely to be  
27 suffered in the forum state. *See Picot, supra*, 780 F.3d at 1214 (quoting  
28 *Schwarzenegger, supra*, 374 F. 3d at 803).

1           1.     Defendant Has Committed Multiple Intentional Acts

2           As is set forth in the Complaint, and further supported by the Declarations of  
3 Farreed Jafrey, Abdullah Jafrey and Shahbaz Mueed, Defendant has committed  
4 multiple intentional acts expressly aimed at California. In early 2021, Defendant  
5 engaged in discussions and negotiations with Plaintiff relating to Defendant's  
6 potential licensing or franchising of its restaurant in California. See Declaration of  
7 S. Farreed Jafrey ("F. Jafrey Decl."), ¶¶ 5 and 6, and Declaration of Abdullah  
8 Jafrey ("A. Jafrey Decl."), ¶¶ 5 and 6. When those discussions did not result in  
9 Plaintiff's opening a restaurant under a license from Defendant, Defendant took  
10 concrete and identifiable steps in contemplation of opening a southern California  
11 based restaurant. *Id.* Defendant engaged the services of both Wamiq Kamal and  
12 another individual named "Taha" to scout potential restaurant locations on  
13 Defendant's behalf and dispatched Taha from Texas to California for that purpose.  
14 Complaint, ¶¶ 26, 29(b); F. Jafrey Decl., ¶¶ 9-16, A. Jafrey Decl., ¶¶ 9-15.  
15 Defendant actually paid for Taha's travel to California for the purpose of scouting  
16 possible restaurant locations. F. Jafrey Decl., ¶ 17; A. Jafrey Decl., ¶ 16. In  
17 addition, Mr. Kamal and Taha, likely operating at the request of, and representing  
18 the interests of, Defendant participated in an in-person meeting that occurred in  
19 California in or about the middle of 2021. Complaint, ¶¶ 26, 29(b); F. Jafrey Decl.,  
20 ¶¶ 10, 18-19 and A. Jafrey Decl., ¶¶ 17 and 18. At this meeting, the participants,  
21 including Defendants' representatives, openly discussed ways to "take out"  
22 Plaintiff's restaurant or force it to close. *Id.* In addition to engaging the assistance  
23 and services of Mr. Kamal and Taha in connection with its California expansion  
24 plans, Defendant also leaned on his existing relationship with the owner of another  
25 Pakistani restaurant in Los Angeles, the Shahnawaz restaurant, to assist.  
26 Complaint, ¶ 24; F. Jafrey Decl., ¶¶ 20-21 and A. Jafrey Decl., ¶ 19; Declaration of  
27 Shabaz Mueed ("Mueed Decl."), ¶ 5. The owner of the Shahnawaz restaurant  
28 served as another person "on the ground" in California to help Defendant with the



1 expansion plans and work on the logistics of opening a southern California based  
2 restaurant. Complaint, ¶27; F. Jafrey Decl., ¶ 20 and A. Jafrey Decl., ¶ 19; Mueed  
3 Decl., ¶ 5. One of the things the Shahnawaz owner was tasked with was finding a  
4 chef to operate Defendant's new restaurant. *Id.*

5 In furtherance of these plans, on late 2021, another representative of the  
6 Shahnawaz restaurant (an individual named Mazamil) approached Plaintiff's chef  
7 in the restroom of Plaintiff's Fullerton location. Complaint, ¶29(c); F. Jafrey Decl.,  
8 ¶ 21 and A. Jafrey Decl., ¶ 20; Mueed Decl., ¶ 6. During this encounter, Mazamil,  
9 again while conceivably acting in furtherance of Defendant's intent to open a  
10 southern California restaurant or location, told Plaintiff's chef (Shahbaz Mueed)  
11 that Plaintiff's restaurant was a fake and that he (Mr. Mueed) should leave the  
12 employ of Plaintiff and come to work for Defendant's new restaurant. *Id.*

13 In addition, on December 8 or 9, 2021, Mr. Mueed had a conversation with  
14 the owner of the Shahnawaz restaurant. Complaint, ¶¶ 29(f) and 77; Mueed Decl., ¶  
15 7. During that conversation, the owner of Shahnawaz told Mr. Mueed that he had  
16 just met with Mr. Khan in Houston to discuss the opening of Mr. Khan's southern  
17 California location. *Id.* Just a few days later, Plaintiff received the first cease and  
18 desist letter from Defendant. *Id.*; *Complaint*, ¶ 77.

19 Moreover, Plaintiff has learned (as a result of comments received from no  
20 less than 50 customers) that Defendant is informing members of the public,  
21 including Plaintiff's California based customers that it is Defendant, and not  
22 Plaintiff, that is associated with and sponsored by the original Bundoo Khan family.  
23 Complaint, ¶ 29 (d) and (e); F. Jafrey Decl., ¶ 22 and A. Jafrey Decl., ¶ 21. Indeed,  
24 Mr. Khan of the Defendant has gone so far as to tell the original Bundoo Khan's  
25 own grandson that he (Mr. Khan) is actually related to the original Bundoo Khan.  
26 Mueed Decl., ¶¶ 8, 9. This assertion is false. *Id.* at ¶ 8.

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1                   2.     Defendant’s Intentional Acts Were Expressly Aimed at  
2                                    California

3             Insofar as the foregoing acts were all undertaken in contemplation of  
4 Defendant opening a California restaurant, all were expressly aimed at California.  
5 Defendant’s scouting of potential restaurant locations in southern California is  
6 obviously conduct aimed at California, as is Defendant’s involvement in meetings  
7 that occurred in California. Defendant’s enlistment of agents in California  
8 (including but potentially not limited to Mr. Kamal, Taha and Mozamil) is also  
9 conduct that Defendant intentionally aimed at California.

10            Essentially conceding this element, Defendant’s motion does not even  
11 attempt to argue that the alleged actions and conduct of the Defendant were not  
12 expressly aimed at California.

13                   3.     Defendant’s Conduct Caused Harm that Defendant Knew Was  
14                                    Likely to be Suffered in California

15            There is no question that at all relevant times Defendant knew that Plaintiff  
16 was located in California. Defendant engaged in negotiations with Plaintiff in 2021  
17 whereby Defendant was proposing that Plaintiff open a restaurant in California  
18 bearing the same name as Defendant’s Houston-area restaurant. In addition,  
19 representatives acting on Defendant’s behalf attended a meeting in California where  
20 Plaintiff’s California based restaurant was specifically discussed. Moreover, in late  
21 2021 when Defendant’s representative entered Plaintiff’s Fullerton, California  
22 location in an attempt to poach Plaintiff’s chef to join Defendant’s new restaurant,  
23 Defendant obviously knew Plaintiff was located in California.

24            And because the evidence demonstrates that Defendant knew Plaintiff was  
25 located in California, so too does it show that Defendant knew that any harm  
26 sustained by Plaintiff would be sustained in California, where its restaurant is  
27 located.

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1 Because the allegations of the Complaint and the Declarations of Farreed  
 2 Jafrey, Abdullah Jafrey and Shahbaz Mueed demonstrate that Defendant undertook  
 3 intentional acts that were expressly aimed at California, and that Defendant caused  
 4 harm that it knew would be felt in California, Defendant has purposefully directed  
 5 activities at California and prong one of the purposeful direction test has been met.

6 **B. This Action Arises of Out Defendant’s Contacts With California**

7 Plaintiff’s action against the Defendant arises directly out of Defendant’s  
 8 contacts with California. Plaintiff has alleged multiple claims relating to  
 9 Defendant’s use of an infringing trademark and Defendant’s false claims that it is  
 10 associated with the original Bundoo Khan. Defendant made these statements  
 11 directly to California residents and others. Complaint, ¶29(a); F. Jafrey Decl., ¶ 22;  
 12 A. Jafrey Decl., ¶ 21; Mueed Decl., 6. Moreover, Defendant’s statements about  
 13 Plaintiff’s restaurant being a “fake” were made to third parties (as well as to  
 14 Plaintiff’s chef) and were made in California. *Id.* Finally, Defendant’s conduct  
 15 directly relates to and concerns Defendant’s contemplated new restaurant in  
 16 California and Defendant’s infringement of Plaintiff’s mark in connection with that  
 17 California restaurant.

18 As a result, the claims alleged by Plaintiff in its Complaint directly relate to  
 19 and arise from Defendant’s California conduct and activities.<sup>3</sup>

20 **C. Exercise of Jurisdiction is Not Unreasonable**

21 A defendant seeking to avoid the exercise of specific jurisdiction bears the  
 22 burden of establishing that the exercise of jurisdiction is unreasonable. As set forth  
 23 above, the defendant’s burden is high and only sparingly applied to evade the  
 24 exercise of jurisdiction. *Nuance Comm.*, *supra*, 626 F.3d at 1231; *citing Burger*  
 25 *King Corp.*, *supra*, 471 U.S. at 477.

26 \_\_\_\_\_  
 27 <sup>3</sup> In its Motion, Defendant does not contend that the claims alleged by Plaintiff in  
 28 the Complaint do not relate to Defendant’s alleged California conduct. Plaintiff  
 objects to any effort by the Defendant to rectify this by introducing new evidence or  
 argument in its Reply brief as to any element of the personal jurisdiction inquiry.

1 Here, Defendant fails to even argue in its Motion that the exercise of  
 2 jurisdiction over Defendant in California would be unreasonable. Indeed,  
 3 Defendant completely ignores this third element of the purposeful direction test.  
 4 See Footnote 3, herein. Aside from Defendant’s failure to address this element, the  
 5 facts establish that the exercise of jurisdiction over the Defendant is not  
 6 unreasonable. As set forth in the Declarations of Farreed Jafrey, Abdullah Jafrey  
 7 and Shahbaz Mueed, the Defendant has purposefully directed conduct at California  
 8 and that conduct is at the very heart of Plaintiff’s claims. Therefore the exercise of  
 9 jurisdiction over Defendant is not unreasonable.

10 **IV. TO THE EXTENT DEFENDANT’S CALIFORNIA CONDUCT AND**  
 11 **CONTACTS REMAIN IN DOUBT, PLAINTIFF REQUESTS THE**  
 12 **RIGHT TO CONDUCT LIMITED JURISDICTIONAL DISCOVERY**

13 Should the Court be inclined to grant Plaintiff’s motion, Defendant  
 14 respectfully requests the right to conduct limited jurisdictional discovery related  
 15 solely to issues pertinent to the exercise of personal jurisdiction over the Defendant.  
 16 The threshold for jurisdictional discovery is low. *Delacruz v. Serv. Corp.Int’l*, 2018  
 17 U.S. Dist. LEXIS 84172 \*24 (E.D. Cal. 2018), citing *Harris Rutsky & Co. v. Bell &*  
 18 *Clements Ltd.*, 328 F.3d 1122, 1135 (9<sup>th</sup> Cir. 2003). Deciding whether to grant  
 19 jurisdictional discovery is within the discretion of the Court. *Boschetto*, supra, 539  
 20 F.3d at 1020; see also *Twentieth Century Fox Int’l Corp. v. Scriba*, 385 F. App’x  
 21 651, 652 (9<sup>th</sup> Cir. 2020) (reversing denial of jurisdictional discovery, noting that  
 “the court below erred by ruling on an incomplete record”).

22 **V. CONCLUSION**

23 By engaging in the conduct alleged in the Complaint and in the Declarations  
 24 of Farreed Jafrey, Abdullah Jafrey and Shahbaz Mueed, the Defendant purposefully  
 25 directed conduct and activities at California. This conduct included negotiations  
 26 with Plaintiff, the sending of representatives to California in connection with  
 27 Defendant’s contemplated new restaurant and being involved in meetings which  
 28 sought to hinder Plaintiff’s operations. These actions were intentional, expressly

1 aimed at California and resulted in harm that Defendant knew would be felt by  
 2 Plaintiff in California. Moreover, the claims alleged in this action relate to  
 3 Defendant’s California contacts, and the exercise of personal jurisdiction over the  
 4 Defendant is not unreasonable (and Defendant does not contend otherwise). The  
 5 foregoing supports the exercise of personal jurisdiction over the Defendant.  
 6 Additionally, even if the Court finds factual disputes as to Defendant’s California  
 7 activities and contacts, those disputes are required to be resolved in Plaintiff’s favor  
 8 at the pleading stage.

9 For the foregoing reasons, Plaintiff respectfully requests that Defendant’s  
 10 Motion be denied. Should the Court believe appropriate, the Plaintiff requests the  
 11 right to conduct limited jurisdictional discovery as to Defendant’s California  
 12 contacts.

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DATED: June 17, 2022

BUCHALTER  
A Professional Corporation

By:           /s/ Matthew L. Seror            
 FARAH P. BHATTI  
 MATTHEW L. SEROR  
 Attorneys for Plaintiff

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7 Attorneys for Plaintiff  
 BUNDOO KHAN USA LLC

8  
 9 **UNITED STATES DISTRICT COURT**  
 10 **CENTRAL DISTRICT OF CALIFORNIA**

11  
 12 BUNDOO KHAN USA LLC, a  
 California Limited Liability Company,

13 Plaintiff,

14 vs.

15 ARREHMAN ARRAHEEM  
 16 CORPORATION, a Texas Corporation,

17 Defendant.

Case No. 8:22-cv-00304-DOC-KES

**DECLARATION OF SHAHBAZ  
 MUEED**

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**DECLARATION OF SHAHBAZ MUEED**

I, Shahbaz Mueed, declare as follows:

1. I am the head chef at Plaintiff Bundoo Khan USA LLC’s (“Plaintiff”) restaurant, located in Fullerton, California. The facts set forth in this Declaration are based upon my personal knowledge, and if called upon to do so, I could and would competently testify to those facts.

2. I am the grandson of Bundoo Khan, the original restaurateur who opened up the original Bundoo Khan restaurant in Pakistan. In February 2021, my family entered into an agreement with Plaintiff pursuant to which the Plaintiff became the exclusive user and licensee of the BUNDOO KHAN mark in the United States.

3. Since Plaintiff opened its restaurant in Fullerton California, I have served as the head chef.

4. On May 12, 2022, I participated in a meeting with Farreed Jafrey, Abdullah Jafrey (the owners of Plaintiff) and Mr. Wamiq Kamal. This meeting occurred at Plaintiff’s Fullerton restaurant.

5. During this meeting, Mr. Kamal detailed for us the extensive steps the Defendant has taken in furtherance of his desire to open up a southern California location of his existing Houston restaurant. Among other things, during this meeting, Mr. Kamal told us that the owner of the Shahnawaz restaurant in Los Angeles was assisting Defendant in connection with its desire to open up a southern California location, and was assisting the Defendant with the finding of a location, locating a chef to work at the restaurant and other logistical issues.

6. At some point in late 2021, a representative of the Shahnawaz restaurant named Mozamil approached me while I was in the restroom of Plaintiff’s Fullerton restaurant. Mozamil informed me that Plaintiff’s restaurant was a fake and not associated with the original Bundoo Khan restaurant. Mozamil also informed me of the plans to open up a new restaurant and urged me to leave the

1 employ of Plaintiff and come work for this new restaurant that was being planned  
2 by Defendant and those assisting him. Based on this conversation and my  
3 discussion with Mr. Kamal, I understand that that this “new restaurant” was the one  
4 being opening discussed and planned by Defendant. I reported this interaction to  
5 both Abdullah and Farreed Jafrey.

6 7. On or about December 8 or 9, 2021, I had a conversation with the  
7 owner of the Shahnawaz Los Angeles restaurant that is referenced above. During  
8 that discussion, the owner of Shahnawaz informed me that he had just met with  
9 Mohammed Khan (of the Defendant) in Houston to discuss the opening up a  
10 southern California location. I understand that just a day or two later, Plaintiff  
11 received the first cease and desist letter from Defendant.

12 8. Defendant has not been given the rights to use the Bundoo Khan (or  
13 Bundu Khan) name by my family. Despite this, Defendant has continued to use the  
14 name and has gone so far as to represent to the public that its restaurant is affiliated  
15 or sponsored by the original Bundoo Khan family, and that Plaintiff’s is not so  
16 affiliated or sponsored. This is absolutely false. Moreover, Defendant (and  
17 specifically Mohammed Khan of the Defendant, has actually represented that he is  
18 related to the original Bundoo Khan.

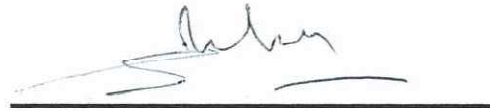
19 9. Previously, I was in Houston, Texas and went to one of Defendant’s  
20 restaurants. While there, I met Mohammed Khan, who told me that he was related  
21 to the original Bundoo Khan. As Bundoo Khan’s grandson, Mr. Khan’s comment  
22 was particularly noteworthy to me, as I knew this representation to be false. I asked  
23 him specifically how he was related to Bundoo Khan, and he was unable to give me  
24 a straight answer, thereby confirming for me that he was lying about his familial  
25 relationship.

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1           10. Defendant's repeated attempts to affiliate itself with my family is very  
2 troubling to me and my family.

3           I declare under penalty of perjury under the laws of the United States and the  
4 State of California that the foregoing is true and correct and that this declaration  
5 was executed at Fullerton, California, on June 16, 2022.

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8 **SHAHBAZ MUEED**

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7 Attorneys for Plaintiff  
 BUNDOO KHAN USA LLC

8  
 9 **UNITED STATES DISTRICT COURT**  
 10 **CENTRAL DISTRICT OF CALIFORNIA**

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 12 BUNDOO KHAN USA LLC, a  
 California Limited Liability Company,

13 Plaintiff,

14 vs.

15 ARREHMAN ARRAHEEM  
 16 CORPORATION, a Texas Corporation,

17 Defendant.

Case No. 8:22-cv-00304-DOC-KES  
**DECLARATION OF ABDULLAH  
 JAFREY**

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**DECLARATION OF ABDULLAH JAFREY**

I, Abdullah Jafrey, declare as follows:

1. I am the Chief Legal and Development Officer of Plaintiff Bundoo Khan USA LLC (“Plaintiff”) the Plaintiff in this action. The facts set forth in this Declaration are based upon my personal knowledge, and if called upon to do so, I could and would competently testify to those facts.

2. On or about April 29, 2022, Plaintiff filed its First Amended Complaint in this action against Defendant Arrehman Arraheem Corporation (“Defendant”). In this action, Plaintiff alleges claims against Defendant for False Designation of Origin; Trademark Infringement; Claims under Sections *6bis* and *10bis* of the Paris Convention for Protection for Industrial Property; California Unfair Competition; Trade Libel and Declaratory Relief.

3. The claims alleged against Defendant stem from its use of a mark (BUNDU KHAN) that infringes upon Plaintiff’s trademark rights, and related conduct of Defendant.<sup>1</sup> I understand that in response to the Plaintiff’s complaint, Defendant has alleged that it is not subject to personal jurisdiction in California and that it has undertaken no acts related to the claims alleged herein in the state of California.

4. I am personally aware of multiple instances of Defendant taking steps in the state of California directly related to its anticipated and desired use of the infringing BUNDU KHAN mark, and Defendant’s efforts to impede or hinder Plaintiff’s use of its BUNDOO KHAN mark. This knowledge is based on my direct interactions with Plaintiff and conversations with representatives of

\_\_\_\_\_

1. Plaintiff’s rights in the BUNDOO KHAN mark are the result of a February 13, 2021 “Master Franchise Agreement” Plaintiff entered into with the original owners of the BUNDOO KHAN restaurant in Karachi, Pakistan. This Agreement gives Plaintiff not only the exclusive right to use the BUNDOO KHAN trademark in the United States but also the right to sub-license or further franchise the BUNDOO KHAN mark in the United States.

1 Defendant who have admitted that this conduct occurred and was undertaken at the  
2 request and direction of Defendant

3 5. In or about early 2021, I (together with my father Farreed) had  
4 preliminary discussions with Habib Wanker, a former business partner of  
5 Mohammed Khan (whose Declaration is offered by the Defendant in support of its  
6 motion to dismiss) in Defendant's business. Our discussions with Mr. Wanker pre-  
7 dated Plaintiff entering into the Master Franchise Agreement with the original  
8 owners of the Bundoo Khan brand, as described in herein.

9 6. In the course of my discussions with Mr. Wanker, who at the time was  
10 acting on behalf of Defendant, he told me that Defendant would be potentially  
11 interested in expanding its locations to include southern California, where there is a  
12 large Pakistani community. In connection with these discussions, Defendant  
13 offered Plaintiff a license to use Defendant's mark (BUNDU KHAN) at a new  
14 southern California location. Initially, Defendant requested a one million dollar  
15 licensing/franchising fee. I engaged in some follow up discussions with Defendant  
16 and, as part of those discussions, negotiated a reduced license/franchise fee.  
17 Despite these discussions, no formal agreement was ever reached. Later, Plaintiff  
18 entered into the franchise agreement described herein. But the foregoing  
19 interactions with Defendant made it very clear to me that the southern California  
20 market was not only a place Defendant had its sights set on, but one which  
21 Defendant was actively exploring ways to enter.

22 7. Following Plaintiff entering to its agreement with the original Bundoo  
23 Khan family in February 2021, Plaintiff began preparations for the opening of its  
24 restaurant in Fullerton, California, which opened to the public on May 26, 2021.

25 8. Shortly after the opening of our restaurant, I began hearing that  
26 Defendant and other Pakistani restaurateurs were not happy with Plaintiff and its  
27 operations. One of the people who I heard this from was Wamiq Kamal.  
28

1           9. Mr. Kamal is a frequent diner at Plaintiff's restaurant in Fullerton,  
2 California. Mr. Kamal previously lived full-time in the Houston, Texas area.  
3 Based on my conversations with Mr. Kamal, I understand that he now lives part-  
4 time in Houston, and part-time in the southern California. Mr. Kamal has a  
5 relationship with Mohammed Khan, one of the owners of the Defendant. The  
6 relationship between Mr. Khan and Mr. Kamal is so close in fact that Mr. Khan will  
7 often reach out to Mr. Kamal by text message to discuss potential menu items for  
8 Defendant's restaurant or to discuss new restaurant locations.

9           10. Once our dispute with Defendant began to intensify, I made an effort  
10 to speak to Mr. Kamal about the Defendant, Defendant's desire to open a southern  
11 California location and what steps (if any) Defendant had undertaken in that regard  
12 since our franchise discussions ended in early 2021.

13           11. Over the course of numerous conversations with Mr. Kamal (including  
14 the May 12, 2022 meeting detailed below) I learned and observed many of the steps  
15 undertaken by Defendant in furtherance of its desire to open up a southern  
16 California location.

17           12. On May 12, 2022, at approximately 5:00 p.m. I had an in-person  
18 meeting with Mr. Kamal. This meeting occurred at Bundoo Khan's Fullerton,  
19 California restaurant, and lasted approximately two and a half hours. Also in  
20 attendance at this meeting was my father (Farreed Jafrey) and the chef at our  
21 restaurant (Mr. Shahbaz Mueed<sup>2</sup>). Toward the end of the meeting, Plaintiff's  
22 counsel joined us as well.

23           13. At this meeting, we discussed Defendant and its desire to open up a  
24 restaurant location in southern California. We also discussed Mr. Kamal's direct  
25 involvement in that effort.

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28 <sup>2</sup> Mr. Mueed is the grandson of the original Bundoo Khan.

1           14. During the May 12<sup>th</sup> meeting, Mr. Kamal informed those in attendance  
2 of his working relationship with an individual whose first name is “Taha.”<sup>3</sup> Taha  
3 was described by Mr. Kamal as an individual who lives in the Houston area and  
4 works with various restaurants and brands in Houston. Taha helps restaurants with  
5 expansion plans, finding new locations or other activities related to the operations  
6 and expansion of restaurants.

7           15. Mr. Kamal admitted to me at our May 12<sup>th</sup> meeting that in or about  
8 February 2021 (around the same time Plaintiff’s franchising discussions with  
9 Defendant ceased) Taha travelled to the southern California for the purposes of  
10 scouting locations where Defendant could potentially open a new location of its  
11 restaurant. Mr. Kamal toured various locations with Taha during this trip,  
12 including at least one location in Artesia, California.

13           16. Mr. Kamal was in southern California at the time, and therefore did  
14 not need to travel to California for these activities, but Taha travelled to California  
15 specifically for these property tours. Moreover, during this trip, Mr. Kamal learned  
16 that Taha’s airline ticket to travel to California was paid for by the Defendant.  
17 During this trip Taha also informed Mr. Kamal that he (Taha) was working for the  
18 Defendant and Mr. Khan, but Mr. Kamal was not clear on the precise nature of that  
19 employment relationship.

20           17. At our May 12<sup>th</sup> meeting, Mr. Kamal also provided details regarding  
21 an in-person meeting that occurred in 2021 about our restaurant.

22           18. Mr. Kamal indicated that he was present at this 2021 meeting, as was  
23 Taha and other Pakistani restaurateurs in the southern California area. As described  
24 by Mr. Kamal, the purpose of this meeting was to discuss Plaintiff’s restaurant and  
25 the impact the restaurant was having on other Pakistani restaurants. Specifically, it  
26 was discussed that Plaintiff’s menu was priced lower than that of these other

27 \_\_\_\_\_  
28 <sup>3</sup> I am not certain on the spelling of this individual’s name. I believe it is either  
Taha or Talha.

1 restaurants, and that was undercutting their business. Mr. Kamal indicated that it  
2 was openly discussed at the meeting how those in attendance (including  
3 Defendant’s agent Taha) could “take out” Plaintiff’s restaurant. It is this meeting  
4 that is referenced in Paragraph 26 of Plaintiff’s first amended complaint.

5 19. Also based on my discussions with Mr. Kamal, and other interactions,  
6 Mr. Kamal alerted me to the involvement of another individual in Defendant’s  
7 efforts to open up a southern California location, that being the owner of the  
8 Shahnawaz Halal restaurant located in Los Angeles. The owner of the Shahnawaz  
9 restaurant was also assisting Defendant in the opening of a southern California  
10 location, including by helping him look for a chef to work at this new restaurant  
11 and assist with other logistical issues.

12 20. At some point in late 2021, I learned that a representative of the  
13 Shahnawaz restaurant named Mozamil approached the chef of our restaurant  
14 (Shahbaz Mueed) while he was in the restroom of our Fullerton restaurant.  
15 Mozamil informed Mr. Mueed that our restaurant was a fake and not associated  
16 with the original Bundoo Khan restaurant. Mozamil informed Mr. Mueed of the  
17 plans to open up a new restaurant and urged Mr. Mueed to leave the employ of  
18 Plaintiff and come work for this new restaurant that was being planned by  
19 Defendant and those assisting him, that being Defendant’s contemplated southern  
20 California restaurant.

21 21. Since our restaurant opened in May 2021, I (together with other  
22 employees of our restaurant) have been told by no less than fifty customers of our  
23 restaurant that upon visiting Defendant’s restaurant locations, they were told that it  
24 is the Defendant (and not the Plaintiff) that is associated and sponsored by the  
25 original BUNDOO KHAN restaurant, and that our restaurant is a fake.

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I declare under penalty of perjury under the laws of the United States and the State of California that the foregoing is true and correct and that this declaration was executed at Los Angeles, California, on June 17, 2022.

  
\_\_\_\_\_  
ABDULLAH JAFREY



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7 Attorneys for Plaintiff  
 BUNDOO KHAN USA LLC

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 9 **UNITED STATES DISTRICT COURT**  
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11  
 12 BUNDOO KHAN USA LLC, a  
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13 Plaintiff,

14 vs.

15 ARREHMAN ARRAHEEM  
 16 CORPORATION, a Texas Corporation,

17 Defendant.

Case No. 8:22-cv-00304-DOC-KES

**DECLARATION OF S. FARREED  
 JAFREY**

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**DECLARATION OF S. FARREED JAFREY**

I, S. Farreed Jafrey, declare as follows:

1. I am the President and Chief Executive Officer of Plaintiff Bundoo Khan USA LLC (“Plaintiff”) the Plaintiff in this action. The facts set forth in this Declaration are based upon my personal knowledge, and if called upon to do so, I could and would competently testify to those facts.

2. On or about April 29, 2022, Bundoo Khan filed its First Amended Complaint in this action against Defendant Arrehman Arraheem Corporation (“Defendant”). In this action, Bundoo Khan alleges claims against Defendant for False Designation of Origin; Trademark Infringement; Claims under Sections *6bis* and *10bis* of the Paris Convention for Protection for Industrial Property; California Unfair Competition; Trade Libel and Declaratory Relief.

3. The claims alleged against Defendant stem from its use of a mark (BUNDU KHAN) that infringes upon Plaintiff’s trademark rights, and related conduct of Defendant.<sup>1</sup> I understand that in response to the Plaintiff’s complaint, Defendant has alleged that it is not subject to personal jurisdiction in California and that it has undertaken no acts related to the claims alleged herein in the state of California.

4. I am personally aware of multiple instances of Defendant taking steps in the state of California directly related to its anticipated and desired use of the infringing BUNDU KHAN mark, and Defendant’s efforts to impede or hinder Bundoo Khan’s use of its Bundoo Khan mark. This knowledge is based on my direct interactions with Plaintiff and conversations with representatives of Defendant who have admitted that this conduct occurred and was undertaken at the

---

<sup>1</sup> Plaintiff’s rights in the BUNDOO KHAN mark are the result of a February 13, 2021 “Master Franchise Agreement” Plaintiff entered into with the original owners of the BUNDOO KHAN restaurant in Karachi, Pakistan. This Agreement gives Plaintiff not only the exclusive right to use the BUNDOO KHAN trademark in the United States but also the right to sub-license or further franchise the BUNDOO KHAN mark in the United States

1 request and direction of Defendant

2 5. In or about early 2021, I (together with my son Abdullah) had  
3 preliminary discussions with Habib Wanker, a former business partner of  
4 Mohammed Khan (whose Declaration is offered by the Defendant in support of its  
5 motion to dismiss) in Defendant's business. Our discussions with Mr. Wanker pre-  
6 dated Plaintiff entering into the Master Franchise Agreement with the original  
7 owners of the Bundoo Khan brand, as described in herein.

8 6. In the course of my discussions with Mr. Wanker, who at the time was  
9 acting on behalf of Defendant, he told me that Defendant would be potentially  
10 interested in expanding its locations to include southern California, where there is a  
11 large Pakistani community. In connection with these discussions, Defendant  
12 offered Plaintiff a license to use Defendant's mark (BUNDU KHAN) at a new  
13 southern California location. Initially, Defendant requested a one million dollar  
14 licensing/franchising fee. My son and I engaged in some follow up discussions  
15 with Defendant and, as part of those discussions, negotiated a reduced  
16 license/franchise fee. Despite these discussions, no formal agreement was ever  
17 reached. Later, Plaintiff entered into the franchise agreement described herein. But  
18 the foregoing interactions with Defendant made it very clear to me that the southern  
19 California market was not only a place Defendant had its sights set on, but one  
20 which Defendant was actively exploring ways to enter.

21 7. Following Plaintiff entering to its agreement with the original Bundoo  
22 Khan family in February 2021, Plaintiff began preparations for the opening of its  
23 restaurant in Fullerton, California, which opened to the public on May 26, 2021.

24 8. Shortly after the opening of our restaurant, I began hearing that  
25 Defendant and other Pakistani restaurateurs were not happy with Plaintiff and its  
26 operations. One of the people who I heard this from was Wamiq Kamal.

27 9. Mr. Kamal is a frequent diner at Bundoo Khan's restaurant in  
28 Fullerton, California. Mr. Kamal previously lived full-time in the Houston, Texas

1 area. Based on my conversations with Mr. Kamal, I understand that he now lives  
2 part-time in Houston, and part-time in the southern California. Mr. Kamal has a  
3 relationship with Mohammed Khan, one of the owners of the Defendant. The  
4 relationship between Mr. Khan and Mr. Kamal is so close in fact that Mr. Khan will  
5 often reach out to Mr. Kamal by text message to discuss potential menu items for  
6 Defendant's restaurant or to discuss new restaurant locations.

7 10. Following the opening of our restaurant, Mr. Kamal informed me  
8 during one of his visits to our restaurant that there were meetings taking place about  
9 our restaurant and the impact it was having on other Pakistani restaurants. At the  
10 time, I didn't have all the details about these meetings and didn't take any direct  
11 action or ask Mr. Kamal for further details.

12 11. Once our dispute with Defendant began to intensify, I made an effort  
13 to speak to Mr. Kamal about the Defendant, Defendant's desire to open a southern  
14 California location and what steps (if any) Defendant had undertaken in that regard  
15 since our franchise discussions ended in early 2021.

16 12. Over the course of numerous conversations with Mr. Kamal (including  
17 the May 12, 2022 meeting detailed below) I learned and observed many of the steps  
18 undertaken by Defendant in furtherance of its desire to open up a southern  
19 California location.

20 13. On May 12, 2022, at approximately 5:00 p.m. I had an in-person  
21 meeting with Mr. Kamal. This meeting occurred at Bundoo Khan's Fullerton,  
22 California restaurant, and lasted approximately two and a half hours. Also in  
23 attendance at this meeting was my son (Abdullah Jafrey) and the chef at our  
24 restaurant (Mr. Shahbaz Mueed<sup>2</sup>). Toward the end of the meeting, Plaintiff's  
25 counsel joined us as well.

26 14. At this meeting, we discussed Defendant and its desire to open up a  
27 restaurant location in southern California. We also discussed Mr. Kamal's direct

28 <sup>2</sup> Mr. Mueed is the grandson of the original Bundoo Khan.

1 involvement in that effort.

2 15. During the May 12<sup>th</sup> meeting, Mr. Kamal informed those in attendance  
3 of his working relationship with an individual whose first name is “Taha.”<sup>3</sup> Taha  
4 was described by Mr. Kamal as an individual who lives in the Houston area and  
5 works with various restaurants and brands in Houston. Taha helps restaurants with  
6 expansion plans, finding new locations or other activities related to the operations  
7 and expansion of restaurants.

8 16. Mr. Kamal admitted to me at our May 12<sup>th</sup> meeting that in or about  
9 February 2021 (around the same time my franchising discussions with Defendant  
10 ceased) Taha travelled to the southern California for the purposes of scouting  
11 locations where Defendant could potentially open a new location of its restaurant.  
12 Mr. Kamal toured various locations with Taha during this trip, including at least  
13 one location in Artesia, California.

14 17. Mr. Kamal was in southern California at the time, and therefore did  
15 not need to travel to California for these activities, but Taha travelled to California  
16 specifically for these property tours. Moreover, during this trip, Mr. Kamal learned  
17 that Taha’s airline ticket to travel to California was paid for by the Defendant.  
18 During this trip Taha also informed Mr. Kamal that he (Taha) was working for the  
19 Defendant and Mr. Khan, but Mr. Kamal was not clear on the precise nature of that  
20 employment relationship.

21 18. At our May 12<sup>th</sup> meeting, Mr. Kamal also provided more details  
22 regarding an in-person meeting that occurred in 2021 about our restaurant. I came  
23 to understand that this was the same meeting Mr. Kamal initially told me about  
24 shortly after our restaurant opened.

25 19. Mr. Kamal indicated that he was present at a 2021 meeting, as was  
26 Taha and other Pakistani restaurateurs in the southern California area. As described  
27 by Mr. Kamal, the purpose of this meeting was to discuss Plaintiff’s restaurant and

28 <sup>3</sup> This individual’s name may be either Taha or Talha.

1 the impact the restaurant was having on other Pakistani restaurants. Specifically, it  
2 was discussed that Plaintiff's menu was priced lower than that of these other  
3 restaurants, and that was undercutting their business. Mr. Kamal indicated that it  
4 was openly discussed at the meeting how those in attendance (including  
5 Defendant's agent Taha) could "take out" Plaintiff's restaurant. It is this meeting  
6 that is referenced in Paragraph 26 of Plaintiff's first amended complaint.

7 20. Also based on my discussions with Mr. Kamal, and other interactions,  
8 Mr. Kamal alerted me to the involvement of another individual in Defendant's  
9 efforts to open up a southern California location, that being the owner of the  
10 Shahnawaz Halal restaurant located in Los Angeles. The owner of the Shahnawaz  
11 restaurant was also assisting Defendant in the opening of a southern California  
12 location, including by helping him look for a chef to work at this new restaurant  
13 and assist with other logistical issues.

14 21. At some point in late 2021, I learned that a representative of the  
15 Shahnawaz restaurant named Mozamil approached the chef of our restaurant  
16 (Shahbaz Mueed) while he was in the restroom of our Fullerton restaurant.  
17 Mozamil informed Mr. Mueed that our restaurant was a fake and not associated  
18 with the original Bundoo Khan restaurant. Mozamil informed Mr. Mueed of the  
19 plans to open up a new restaurant and urged Mr. Mueed to leave the employ of  
20 Plaintiff and come work for this new restaurant that was being planned by  
21 Defendant and those assisting him, that being Defendant's contemplated southern  
22 California restaurant.

23 22. Since our restaurant opened in May 2021, I (together with other  
24 employees of the restaurant) have been told by no less than fifty customers of our  
25 restaurant that upon visiting Defendant's restaurant locations, they were told that it  
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is the Defendant (and not the Plaintiff) that is associated and sponsored by the original BUNDOO KHAN restaurant, and that our restaurant is a fake.

I declare under penalty of perjury under the laws of the United States and the State of California that the foregoing is true and correct and that this declaration was executed at Los Angeles, California, on June 17, 2022.

*Syed F Jafrey*

---

S. FARREED JAFREY

# **EXHIBIT 5**



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13 UNITED STATES DISTRICT COURT  
14 CENTRAL DISTRICT OF CALIFORNIA  
15 SOUTHERN DIVISION – SANTA ANA

16 BUNDOO KHAN USA LLC, a  
17 California limited liability company,

18 Plaintiff,

19 vs.

20 ARREHMAN ARRAHEEM  
21 CORPORATION, a Texas corporation,

22 Defendant.

Case No. 8:22-cv-00304-DOC (KES)  
*[Assigned to the Hon. David O. Carter;  
Courtroom 10A]*

**REPLY IN SUPPORT OF  
DEFENDANT ARREHMAN  
ARRAHEEM CORPORATION’S  
MOTION TO DISMISS PURSUANT  
TO FED. R. PROC. 12(b)(2)  
FOR LACK OF PERSONAL  
JURISDICTION**

Date: July 11, 2022  
Time: 8:30 a.m.  
Courtroom: 10A

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1 Defendant Arrehman Arraheem Corp. (“Arrehman”) respectfully submits this  
2 reply brief in support of its motion to dismiss pursuant to Fed. R. Civ. P. 12(b)(2).

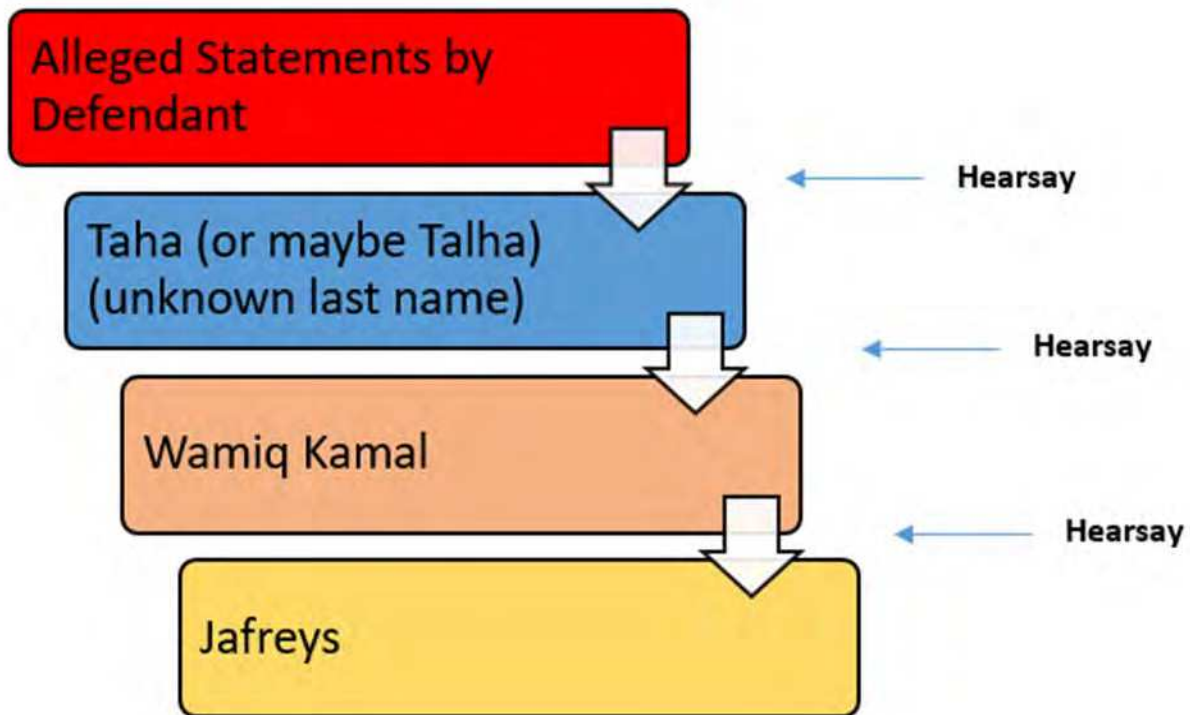
3 **I. INTRODUCTION**

4 Arrehman owns two restaurants in Houston, Texas and has NEVER done  
5 ANY business in California. In fact, Plaintiff does not even allege that Defendant  
6 has ever done any business in California. Plaintiff’s allegations of jurisdiction in  
7 California are based on rumors that Defendant allegedly has plans to open a business  
8 in California. Even if the gossip were true (it is not), the layers upon layers of  
9 hearsay by individuals that Plaintiff cannot even name by first and last name, are  
10 insufficient to show that this Court should exercise jurisdiction over the owner of  
11 two Texas restaurants with zero contacts to California.

12 Plaintiff submits the declarations of its CEO, Chief Legal and Development  
13 Officer, and its head chef to support its allegations of jurisdiction. But the layers  
14 upon layers of hearsay in Plaintiff’s declarations are like a game of “telephone.” It  
15 never fails that the rumors at the beginning of a chain of hearsay (or statements at  
16 the beginning of a game of “telephone”) are completely unrecognizable at the end  
17 of the chain of hearsay. Plaintiff’s use of multiple layers of hearsay—involving  
18 individuals it cannot even name—simply cannot support its allegations of  
19 jurisdiction in California.

20 For example, two of Plaintiff’s declarants (the Jafrey brothers) rely upon three  
21 layers of hearsay to support their jurisdictional allegations. Specifically, the Jafreys  
22 allege that an individual named Wamiq Kamal told them (the Jafreys) that another  
23 individual named Taha (or Talha, Plaintiff is not sure of his or her first or last name)  
24 told him (Kamal) that he or she (Taha or Talha) was working for Defendant  
25 (although “was not clear on the precise nature of that employment relationship”) and  
26 “travelled to southern California for the purposes of scouting locations where  
27 defendant could potentially open a new location of its restaurant.” Jafrey Decls. at  
28

¶¶ 14-16 (Dkt. 23-2 & 23-3). This tangled web of gossip can only be understood in graphic form:



This is just one example of the many layers of hearsay that Plaintiff relies on to support its jurisdictional allegations. Defendant objects to Plaintiff’s declarations on the grounds that the statements contained within them are not made on personal knowledge, and constitute inadmissible hearsay accompanied by no circumstantial indicia of reliability. Plaintiff’s inadmissible hearsay cannot support this Court’s jurisdiction over Defendant—the owner of two Houston-area restaurants with absolutely no contacts to California. *Am. Inst. of Intradermal Cosmetics, Inc. v. Soc’y of Permanent Cosmetic Prof’ls*, No. CV 12-06887 GAF (JCGx), 2013 WL 1685558, at \*4 (C.D. Cal. Apr. 16, 2013) (“the plaintiff must submit admissible evidence in support of its prima facie case.”); *Villalobos v. Kane*, No. CV 07-1810-FMO MAN, 2014 WL 4054165, at \*37 (C.D. Cal. June 18, 2014), *report and recommendation adopted*, No. CV 07-1810-FMO MAN, 2014 WL 4054174 (C.D.

1 Cal. Aug. 15, 2014) (“Reguero’s declaration contains only vague rumors and  
2 inadmissible hearsay and has no evidentiary value.”).

## 3 **II. ARGUMENT AND AUTHORITIES**

### 4 **A. Legal Standard**

5 “In opposition to a defendant’s motion to dismiss for lack of personal  
6 jurisdiction, the plaintiff bears the burden of establishing that jurisdiction is proper.”  
7 *Boschetto v. Hansing*, 539 F.3d 1011, 1015 (9th Cir. 2008). If a defendant adduces  
8 evidence controverting the allegations, the plaintiff must “come forward with facts,  
9 by affidavit or otherwise, supporting personal jurisdiction.” *Santa Barbara*  
10 *Smokehouse, Inc. v. AquaChile, Inc.*, No. CV 19-10733-RSWL-JEM, 2020 WL  
11 13328094, at \*3 (C.D. Cal. July 7, 2020).

12 “Conflicts between parties over statements contained in affidavits [or  
13 declarations] must be resolved in the plaintiff’s favor.” *Schwarzenegger v. Fred*  
14 *Martin Motor Co.*, 374 F.3d 797, 800 (9th Cir. 2004). “At the same time, however,  
15 **the plaintiff must submit admissible evidence in support of its prima facie case.**”  
16 *Am. Inst. of Intradermal Cosmetics, Inc.*, 2013 WL 1685558, at \*4 (emphasis added).

### 17 **B. The Jafrey Declarations Are Completely Comprised of Hearsay** 18 **Statements**

19 The Jafrey declarations are essentially identical and begin by claiming that the  
20 statements within are made with personal knowledge. But, upon closer inspection,  
21 it is clear that the Jafreys actually do not have personal knowledge of the statements  
22 in their declarations. Every statement in the Jafrey declarations is based upon  
23 information learned from a third party.

#### 24 **1. Habib Wanker**

25 The Jafrey declarations claim that in early 2021, “Defendant offered Plaintiff  
26 a license to use Defendant’s mark.” Jafrey Decls. at ¶ 6 (Dkt. 23-2 & 23-3). As  
27

1 support for this accusation, the Jafreys state that an individual named Habib Wanker  
2 engaged in negotiations on Defendant’s behalf. *Id.* The problem with this story is  
3 that Mr. Wanker had no affiliation with Defendant in 2021. While Mr. Wanker was  
4 once employed by Defendant as a manager of one of its Houston-area restaurants,  
5 he was never a “business partner” of Defendant’s. And Mr. Wanker resigned from  
6 his management position many months before this alleged “negotiation.” Ex. A at  
7 ¶ 9 [Supp. Decl. of M. Khan]; Ex. B [Wanker 6/2/2020 Resignation Email]. In fact,  
8 in 2021 when the alleged “negotiation” occurred, Mr. Wanker opened a competing  
9 Pakistani Barbeque restaurant in Dallas, Texas, BK Khan’s BBQ (presumably  
10 standing for Bundu Khan’s BBQ).<sup>1</sup> If there was an actual “negotiation” with Mr.  
11 Wanker, Mr. Wanker would have been negotiating on his own behalf for his  
12 competing restaurant opening that year in Dallas, Texas. The fact that Plaintiff does  
13 not support its allegations with a declaration of Mr. Wanker (whom they are related  
14 to by marriage) speaks volumes. Ex. A at ¶ 9 [Supp. Decl. of M. Khan]. Mr. Wanker  
15 did not have actual or apparent authority to conduct negotiations on Defendant’s  
16 behalf. *Id.* Other than inadmissible hearsay statements of interested witnesses,  
17 Plaintiff has provided no evidence that Mr. Wanker had any authority to act on behalf  
18 of Defendant.

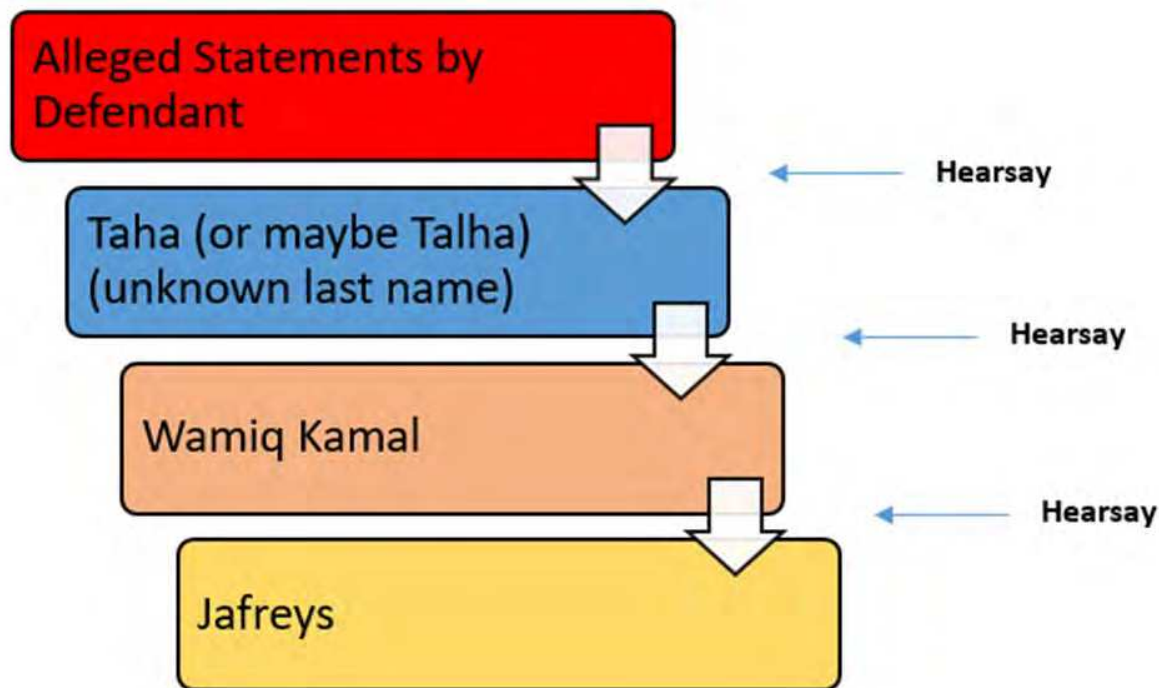
## 19 2. Taha

20 Plaintiff also attempts to support jurisdiction in California with the story  
21 (discussed above) about an individual named Taha (or Talha) whose last name is  
22 apparently unknown. Jafrey Decls. at ¶ 15 (Dkt. 23-2 & 23-3). Incredibly though,  
23 the Jafreys have never spoken to Taha. Instead, another individual who did not file  
24 a declaration, Wamiq Kamal, allegedly conveyed Taha’s activities to them. *Id.*  
25 Clearly, the Jafrey’s have no personal knowledge of any of this. The Jafreys are  
26

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27 <sup>1</sup> See Ex. C at p. 7 [Dallas Morning News Article Featuring BK Khan BBQ].

1 relying on what Mr. Kamal allegedly told them, and Mr. Kamal is relying on what  
2 Taha allegedly told Mr. Kamal. This a classic example of inadmissible hearsay  
3 within hearsay:

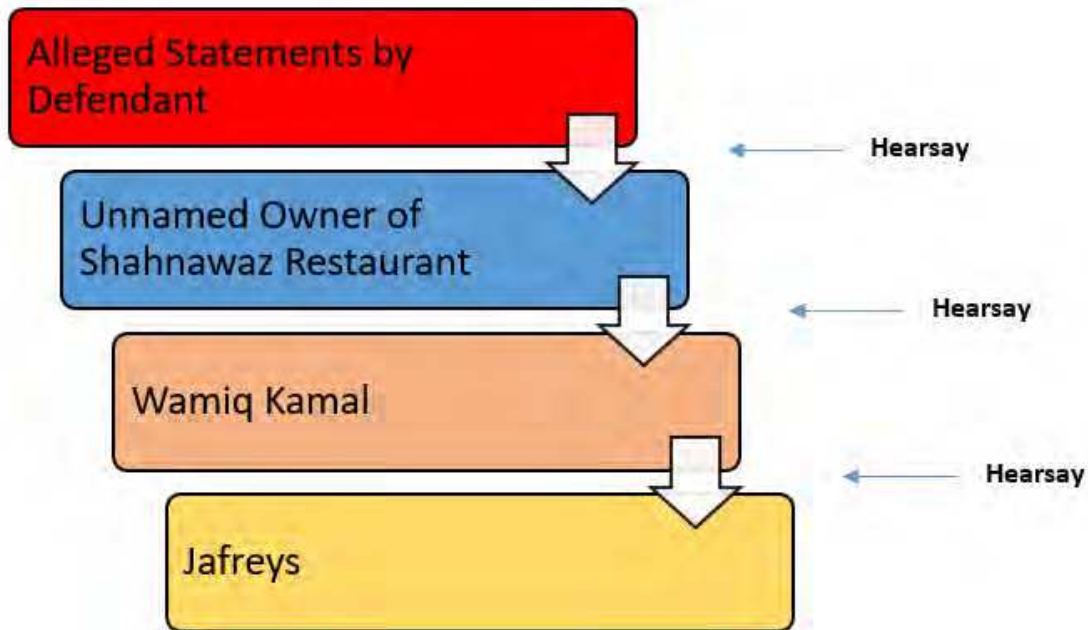


16 Rumors in the industry simply cannot support jurisdiction over the owner of  
17 two Houston-area restaurants.

18 **3. Wamiq Kamal**

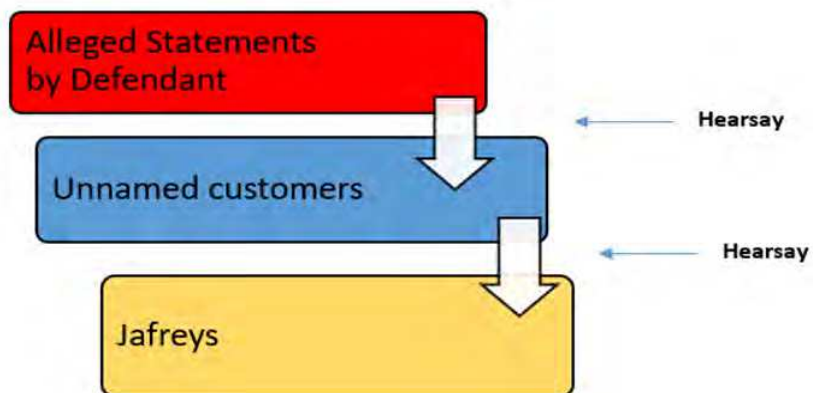
19 In addition to Mr. Kamal’s hearsay statements regarding Taha, the Jafrey  
20 declarations claim that “Mr. Kamal alerted [them] to the involvement of another  
21 individual in Defendant’s efforts to open up a southern California location, that  
22 being the owner of Shahnawaz restaurant in Los Angeles.” *Id.* at ¶ 20. Similar to the  
23 statements about Taha, there are multiple levels of hearsay:





12 **4. Unnamed Customers**

13 Finally, the Jafrey Declarations allege that they “have been told by no less  
14 than fifty customers” that “upon visiting Defendant’s restaurant locations, they were  
15 told it was the Defendant (and not the Plaintiff) that is associated and sponsored by  
16 the original BUNDOO KHAN restaurant.” *Id.* at ¶ 22. In other words, Defendant  
17 allegedly made statements to customers, and those customers allegedly relayed those  
18 statements the Jafreys, who relay them in their declarations. Again, this is hearsay  
19 within hearsay:

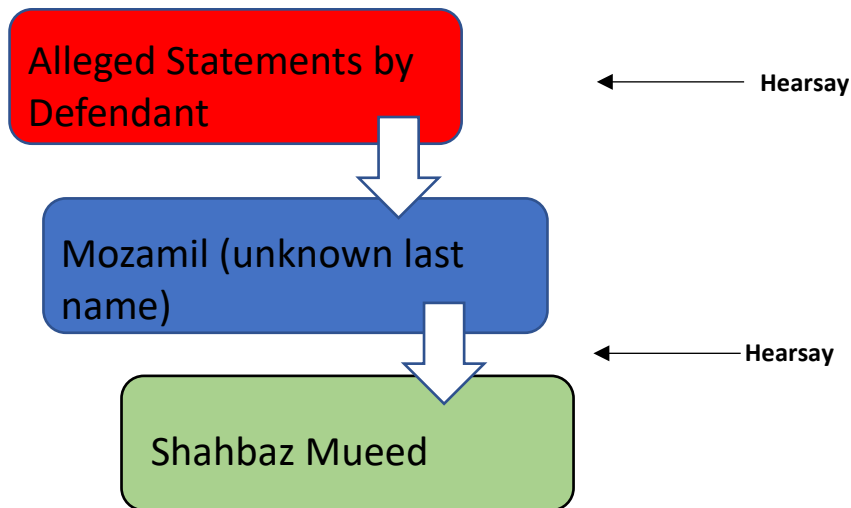


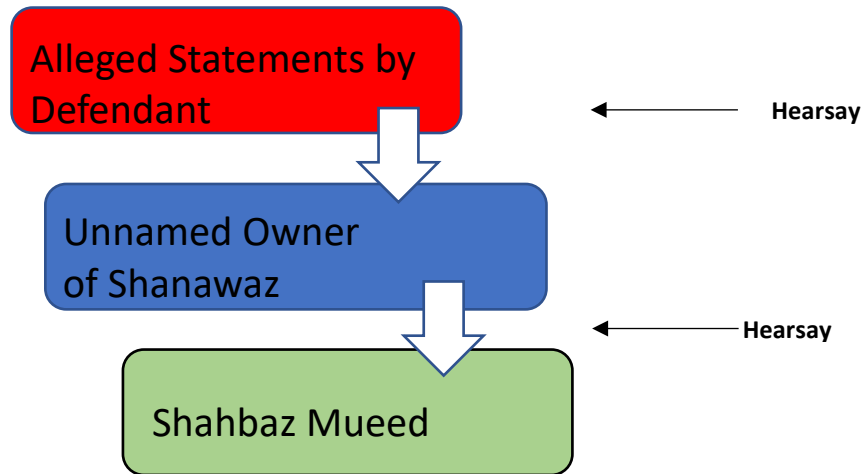
1 These multiple layers of hearsay that essentially constitute industry gossip  
2 cannot possibly support hailing a Houston-area restaurant owner into court in  
3 California.

4 **C. The Declaration of Shahbaz Mueed is Also Comprised of Industry**  
5 **Gossip**

6 Plaintiff also offers a declaration of Shahbaz Mueed—Plaintiff’s chef. Mueed  
7 Decl. at ¶ 1 (Dkt. 23-1). Like the Jafreys’ declarations, Mr. Mueed’s declaration is  
8 similarly comprised of industry gossip that cannot possibly support jurisdiction over  
9 the owner of two Houston-area restaurants. Much of Mr. Mueed’s declaration  
10 restates what the Jafreys allegedly learned from Wamiq Kamal—who himself  
11 allegedly learned those facts from third persons. *Id.* at ¶ 5. The multiple layers of  
12 hearsay cannot support Plaintiff’s jurisdictional allegations.

13 Mr. Mueed also relays unsworn, out of court statements from two individuals,  
14 the unnamed owner of Shahnawaz restaurant in California and an individual named  
15 Mozamil, the last name of whom nobody knows. *Id.* at ¶¶ 5-7. These multiple layers  
16 of hearsay also cannot support Plaintiff’s jurisdictional allegations.





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Mr. Mueed makes one allegation in his declaration that purports to be made on personal knowledge. He claims that while visiting one of Defendant’s restaurant locations in Houston, Texas, Mr. Khan (Defendant’s president) told Mr. Mueed that he was related to the “original Bundoo Khan.” *Id.* at ¶ 8.

This allegation is false, and has now been specifically denied twice by Mr. Khan under penalty of perjury. Ex. A at ¶ 12 [Supp. Decl. of M. Khan]. But, even accepting this allegation as true, it is still insufficient to confer personal jurisdiction over Defendant because the allegation is that Defendant made a statement in Houston, Texas to someone who Defendant had no reason to believe was even from California. It is laughable to suggest that an alleged statement made to a customer in a Houston, Texas restaurant constitutes an “intentional act” causing an injury that Defendant knew would be felt in California.

Further, an essential element of Plaintiff’s trade libel claim is that Defendant published a false, disparaging statement to a third person **in writing**. *See Rumble, Inc. v. Daily Mail & Gen. Tr. PLC*, 459 F. Supp. 3d 1294, 1300 (C.D. Cal. 2020) (“To state a claim for trade libel, a plaintiff must show “(1) a statement that (2) was false, (3) disparaging, (4) **published to others in writing**, (5) induced others not to deal with it, and (6) caused special damages.”) (emphasis added). Mr. Mueed is

1 Plaintiff's chef, and is therefore Plaintiff's agent. Mueed Decl. at ¶ 1 (Dkt. 23-1).  
 2 Thus, there was no "publication in writing" to a third person. Without a publication  
 3 of the allegedly false, disparaging, statement *to a third person in writing*, there is no  
 4 "harm" caused by Defendant that "it knew would be felt in California." See Opp. at  
 5 7. At the end of the day, this allegation also fails to support personal jurisdiction over  
 6 Defendant.

7 **D. The Court Should Disregard the Jafrey Declarations in their**  
 8 **Entirety and Paragraphs 5-8 of the Mueed Declaration**

9 As explained above, the Jafrey Declarations depend entirely upon  
 10 inadmissible hearsay, and none of the statements relevant to personal jurisdiction are  
 11 made on personal knowledge. The Mueed Declaration, while largely relying on  
 12 hearsay, does contain one (false) allegation made on personal knowledge. Defendant  
 13 objects to the Jafrey Declarations in their entirety, as well as paragraphs 5-8 of the  
 14 Mueed Declaration.<sup>2</sup>

15 This Court has held that when a Defendant controverts a plaintiff's  
 16 jurisdictional allegations, the "plaintiff must submit *admissible* evidence in support  
 17 of its prima facie case." *Am. Inst. of Intradermal Cosmetics, Inc. v. Soc'y of*  
 18 *Permanent Cosmetic Prof'ls*, No. CV 12-06887 GAF (JCGx), 2013 WL 1685558,  
 19 at \*4 (C.D. Cal. Apr. 16, 2013) (emphasis added). As explained above, the hearsay  
 20 statements in Plaintiff's Declarations are not even close to being admissible at trial  
 21 because they (1) were not made on personal knowledge, and (2) contain multiple  
 22 levels of hearsay. Defendant respectfully submits that the inquiry should end there.

23 However, some courts in the Ninth Circuit have held that, for the purposes of  
 24 personal jurisdiction, the Court may consider unauthenticated hearsay evidence so  
 25 long as it bears "circumstantial indicia of reliability." *TVB Holdings (USA), Inc. v.*

26 \_\_\_\_\_  
 27 <sup>2</sup> Defendant files concurrently herewith Objections to the Declarations of S. Farreed Jafrey,  
 28 Abdullah Jafrey, and Shahbaz Mueed.

1 *Chau*, 2014 WL 12580009, at \*5 (C.D. Cal. Jan. 27, 2014). In this case there are  
 2 myriad reasons why these hearsay statements are unreliable. To name just a few:

- 3
- 4 • Mr. Wanker resigned from Defendant's employ in 2020 after  
 5 Defendant cut his salary in half. *See* Ex. B. He has since opened a  
 6 competing Pakistani restaurant of his own in Dallas, Texas named BK  
 7 Khan BBQ. *See* Ex. C.
- 8 • There is no independent evidence connecting Taha (or Talha) to  
 9 Defendant besides the out of court statements of Mr. Kamal, who did  
 10 not file a declaration despite obviously being at Plaintiff's disposal.
- 11 • There is no independent evidence connecting Defendant to anyone  
 12 affiliated with the Shahnawaz restaurant, especially not the unnamed  
 13 owner, or an individual named Mozamil whose last name is unknown.
- 14 • Defendant has specifically denied all of these allegations.

15 Plaintiff's declarations contain multiple layers of hearsay by individuals that, in  
 16 many cases, cannot even be fully named. This Court has held that similar statements  
 17 in declarations were inadmissible double hearsay. *Wilson v. City of Los Angeles*,  
 18 No. CV 18-5775-KS, 2020 WL 7711836, at \*21 (C.D. Cal. July 20, 2020) (excluding  
 19 portions of an offered declaration, stating, "Paragraph 12 of the Declaration is  
 20 inadmissible **under Rules 807 and 803(3)** of the Federal Rules of Evidence because  
 21 it reflects hearsay within hearsay, or double hearsay.").

22 **E. Plaintiff's Uncontroverted Allegations are Insufficient**

23 Putting aside all hearsay, speculation, and rumor, Plaintiff is left with one  
 24 factual allegation supporting personal jurisdiction: Defendant sent Plaintiff two  
 25 cease and desist letters. As explained in Defendant's Motion, this is plainly  
 26 insufficient to establish jurisdiction. *Yahoo! Inc. v. La Ligue Contre Le Racisme Et*  
 27 *L'Antisemitisme*, 433 F.3d 1199, 1208 (9th Cir. 2006); *Rex Real Est. Exch., Inc. v.*  
 28 *Rex Real Est. I, L.P.*, No. CV 18-4161-GW(SSX), 2018 WL 8335386, at \*6 (C.D.

1 Cal. Sept. 20, 2018) (“the cease and desist letter at issue is not a contact that would,  
2 if considered alone, justify the exercise of personal jurisdiction.”). In fact, notably,  
3 Plaintiff does not even dispute that a cease and desist letter is insufficient to establish  
4 personal jurisdiction over the sender of the letter.

5 **F. Defendant has Met its Burden to Show that Personal Jurisdiction**  
6 **is Unreasonable**

7 It is plainly unreasonable to hail a Texas restaurant owner into court in  
8 California where, like here, neither Defendant, nor its owners, have EVER done  
9 ANY business or attempted to do ANY business in California. In fact, neither  
10 Defendant, nor its owners, have been to California since they went on a family  
11 vacation in 2015. Decl. of M. Khan at ¶ 12 (Dkt. 20-1).

12 Furthermore, hailing a Texas restaurant owner into court in California simply  
13 because it attempted to enforce its national trademark rights is clearly unreasonable  
14 because such a rule would force trademark owners to file an action in their own  
15 jurisdiction in order to avoid being hauled into court in another, possibly distant,  
16 jurisdiction. *See Douglas Furniture Co. of Cal., Inc. v. Wood Dimensions, Inc.*, 963  
17 F.Supp. 899, 903 (C.D.Cal.1997) (“If any attempt by an intellectual property holder  
18 to put an alleged wrongdoer on notice forced the property holder to submit to the  
19 jurisdiction of the alleged wrongdoer’s forum, an intellectual property owner would  
20 be forced to file an action in his own jurisdiction in order to avoid the threat of being  
21 hauled before a court in another, possibly distant state.”).

22 In light of this case law and Mr. Khan’s *two* declarations denying Plaintiff’s  
23 allegations, Defendant has met its burden to show that jurisdiction over it in  
24 California would be unreasonable. The Court should therefore dismiss the Amended  
25 Complaint for lack of personal jurisdiction.

1 **III. CONCLUSION**

2 In view of the foregoing, the Court should dismiss Plaintiff's Amended  
3 Complaint against Defendant for lack of personal jurisdiction.

4  
5 Dated: June 27, 2022

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28 Attorneys for Defendant

**CERTIFICATE OF SERVICE**

I hereby certify that the foregoing document has been served on all counsel of record via the Court's electronic filing system on June 27, 2022.

/s/Shane W. Tseng  
Shane W. Tseng

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# EXHIBIT A

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11 Attorneys for Defendant  
12 ARREHMAN ARRAHEEM CORPORATION

13 UNITED STATES DISTRICT COURT  
14 CENTRAL DISTRICT OF CALIFORNIA  
15 SOUTHERN DIVISION – SANTA ANA

16 BUNDOO KHAN USA LLC, a  
17 California limited liability company,  
Plaintiff,  
18 vs.  
19 ARREHMAN ARRAHEEM  
CORPORATION, a Texas corporation,  
20 Defendant.

Case No. 8:22-cv-00304-GOC (KES)

**SUPPLEMENTAL DECLARATION  
OF MOHAMMAD A. KHAN IN  
FURTHER SUPPORT OF  
DEFENDANT ARREHMAN  
ARRAHEEM CORPORATION'S  
12(b)(2) MOTION TO DISMISS  
FOR LACK OF PERSONAL  
JURISDICTION**

1 **SUPPLEMENTAL DECLARATION OF MOHAMMAD A. KHAN**

2  
3 I, Mohammad A. Khan, declare the following:

4 1. I am the President and sole member of the board of directors of  
5 Defendant Arrehman Arraheem Corporation (“Arrehman”).

6 2. I provide this supplemental declaration in further support of  
7 Arrehman’s Motion to Dismiss for Lack of Personal Jurisdiction. I have personal  
8 knowledge of the following, and if called as a witness, I could and would testify  
9 competently to thereto.

10 3. It is my understanding that the plaintiff in this case, BUNDOO KHAN  
11 USA LLC (“Plaintiff”), has filed declarations in support of its Opposition to  
12 Defendant’s Motion to Dismiss. I understand that the persons who provided these  
13 declarations are Abdullah Jafrey, S. Fareed Jafrey, and Shabaz Mueed (the  
14 “Declarants”). I have reviewed all three declarations, and understand that the  
15 Declarants accuse Arrehman of engaging in various acts in California in 2021  
16 through certain “representatives.” I also understand that the Declarants accuse  
17 Arrehman of working with representatives of the Shahnawaz restaurant. Further, I  
18 understand that the Declaration of Shabazz Mueed accuses me personally of falsely  
19 stating that I am related to the “original Bundoo Khan” during an alleged  
20 conversation while Mr. Mueed was visiting one of Arrehman’s Houston, Texas  
21 restaurant locations. Finally, I understand that the Jafreys accuse Arrehman of  
22 representing to customers in Houston that it is associated with the “original Bundoo  
23 Khan” and that Plaintiff’s restaurant is a “fake.”

24 4. None of these allegations have any basis in fact.

25 5. Arrehman has never employed any representative to travel to California  
26 on its behalf. Specifically, Arrehman has never employed or engaged any individual,  
27

1 independent contractor, or agent with the name Taha or Talha to travel to California  
2 for any purpose. Neither I, nor my wife, Afshan Khan, know anyone named Taha or  
3 Talha. Arrehman has never paid for any air travel for anyone named Taha or Talha  
4 to travel to California.

5 6. Arrehman has never had any discussions, negotiations, or dealings of  
6 any kind with any representative or agent of the Shahnawaz restaurant. Neither I,  
7 nor my wife Afshan Khan, know any person named Mozamil that is affiliated with  
8 the Shahnawaz restaurant. We also do not know the owner of the Shahnawaz  
9 restaurant. I have never met with any person affiliated with the Shahnawaz restaurant  
10 in Houston, Texas to discuss opening a California restaurant location.

11 7. Neither I, nor any other person on behalf of Arrehman, has ever taken  
12 any steps to open up a southern California restaurant. Neither I, nor any other person  
13 on behalf of Arrehman, has ever even discussed opening up a restaurant in southern  
14 California.

15 8. Other than the two cease and desist letters I sent Plaintiff, I have never  
16 had any interactions with Plaintiff. Furthermore, nobody affiliated with or acting on  
17 behalf of Arrehman has ever had any interactions with Plaintiff.

18 9. Habib Wanker is a former employee of Arrehman. Mr. Wanker was  
19 never a “business partner” of mine or my business, Arrehman. He was simply a  
20 manager of one of my Houston, Texas based restaurants. In 2020, Mr. Wanker  
21 resigned from his position as a manager at our Jones Road location. As explained in  
22 his resignation email, which is attached hereto as Exhibit 1, Mr. Wanker resigned  
23 because Arrehman reduced his salary. It my understanding that Mr. Wanker is the  
24 brother-in-law of S. Fareed Jafrey. It is also my understanding that Mr. Wanker has  
25 opened a Pakistani barbecue restaurant named BK Khan BBQ in Dallas, Texas.  
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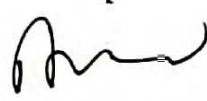
10. Arrehman has never given Mr. Wanker permission to negotiate any business deal or license on its behalf. And Arrehman has never held Mr. Wanker out to the public as a person with authority to negotiate or enter agreements on its behalf. Arrehman has never engaged in discussions with Plaintiff for a licensing or franchising deal related to Arrehman’s registered trademark.

11. I do not know Mr. Wamiq Kamal, do not have a “relationship” with Mr. Kamal, and never discussed opening a California restaurant with Mr. Kamal.

12. I have never represented to Mr. Mueed or any other person that I am related to the “original Bundoo Khan.”

13. Arrehman has never represented to anyone that it is affiliated or sponsored by the “original Bundoo Khan family.” Arrehman has never told any person, much less a customer, that Plaintiff’s restaurant is a “fake.”

14. I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct. Executed on June 27, 2022 in Houston, Texas.

  
\_\_\_\_\_  
/s/  
Mohammad A. Khan



# EXHIBIT B

**From:** habib wanker <wanker.h@gmail.com>  
**To:** mohammed khan <bundukhanhouston@yahoo.com>  
**Sent:** Tuesday, June 2, 2020, 08:42:02 PM CDT  
**Subject:** Termination

This is to inform you that I decided to quit my employment  
From Bundu Khan Kabob  
House from Jones Rd location  
As of June 2,2020 .

This decision was based on my  
Reduction in Salary from  
\$6000 monthly as a Salary  
Manager to current Salary of  
\$3694 monthly

Though my position is still  
Store Manager for Jones Rd  
Bundu Khan with still  
Full store Manager  
Responsibilities as of my last day worked .

Reduction in Salary put me in a very difficult position financially to support a family of six.

I thank you again for giving me the opportunity to work for  
Bundu Khan Jones Rd.

Habib Wanker

# EXHIBIT C





## FOOD AND DRINK EVENTS

<p>JUN <b>23</b></p> <p><b>Central Market Cooking Classes</b> Thu</p> <p><i>Central Market</i> REALLY INTO FOOD</p> <p>SPONSORED</p>	<p>JUN <b>23</b></p> <p><b>Dog Days of Summer</b> Mutts Canine Cantina (Allen) Thu</p>	<p>JUN <b>23</b></p> <p><b>Dog Days of Summer</b> Mutts Canine Cantina (Allen) Thu</p>
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THIS IS MEMBER-EXCLUSIVE CONTENT ⓘ

FOOD > RESTAURANT NEWS

# 3 Pakistani barbecue restaurants leading D-FW's wave of spicy grilled meats

You won't find ribs or brisket, but you'll get a treat of spicy marinades, footlong kebabs, and lots of smoke.



# The Dallas Morning News

My Account



The lamb boti at BK Khan’s BBQ on Tuesday, April 5, 2022 in Farmers Branch. (Shafkat Anowar / Staff Photographer)



By [Brian Reinhart](#)

8:56 AM on Apr 11, 2022



Listen to this article now

Powered by **Trinity Audio**

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Just one block away from Cattleack Barbeque — [one of the Dallas area’s best smoked meat joints](#) — is another restaurant with a big sign that says BBQ. One night in February, I walked inside the other BBQ place and the host gave me a skeptical eye.



# The Dallas Morning News

My Account

We did know. BK Khan's BBQ is part of the Dallas area's growing wave of Pakistani barbecue joints. In Pakistan, unlike in Central Texas, barbecue doesn't mean smokers or pits; it means grilling meat directly over the coals. Grillmasters tend to long metal trenches full of charcoal, sliding chicken, lamb and beef onto sword-like skewers and positioning them just over or beside the fire.

There are two essential steps in the technique: marination and grilling. The marinade affects how the meat cooks, too, so the steps have to be understood together.

Chicken leg quarters are game for grilling, as is malai boti, chicken marinated in a mix of creamy base, herbs and fiery green chile peppers before it goes on the grill. Seekh kebabs (spiced mixes of ground beef or lamb) are a popular and savvy choice. Occasionally you'll see another guest star on the menu, like lamb chops or ground chicken.

This spring, local attorney and culinary adventurer Jamil Bata told me he was going on a quest to find North Texas' best Pakistani barbecue. Naturally, I asked to tag along. Here are some of our field notes from three popular eateries.



SPONSORED CONTENT

## Entertaining Made Easy

BY *Central Market*

**Related:** [Goldee's in Fort Worth is Texas' No. 1 barbecue joint, says 'Texas Monthly'](#)

## Beba BBQ

The longest-tenured of the three restaurants we visited, Beba BBQ is the domain of Muzaffar Kashmiri, who calls himself a “kitchen artist.” His signature offering is the dangal kebab, a footlong monster that’s frankly the biggest kebab I’ve ever seen. And here’s the pleasant surprise: It’s also delicious, a well-seasoned mix of ground beef and spices that gets dark from its time near the flames while remaining tender inside. (There’s also a footlong with ground chicken.)



# The Dallas Morning News

My Account

but meat and maybe salt. Gola kebabs are the exact opposite: meat as a vessel for all sorts of other flavor agents. It's fabulous.

And that's not even my favorite thing at Beba BBQ. A sign at the front of the restaurant advertises the Dallas area's best parathas, and the sign is correct. These are golden, dazzlingly crispy fried breads, and you can get them stuffed with potatoes and peppers (great) or topped with an omelet. It's too bad Beba opens at 3 p.m., because the omelet version is the breakfast of my dreams.

*3648 Old Denton Road, Carrollton. [facebook.com/bebabbbq](https://www.facebook.com/bebabbbq).*



# The Dallas Morning News

My Account



The lamb boti, top, beef seekh kebab, right and chicken leg quarter with parathas at BK Khan's BBQ on Tuesday, April 5, 2022 in Farmers Branch. (Shafkat Anowar / Staff Photographer)

## BK Khan's BBQ



would be filling.

“Our menu is limited,” says BK Khan’s owner Habib Wanker. “It’s basically all kebabs.” That focus allows his crew to concentrate on doing kebabs the right way, with never-frozen meat marinated anew each day. He says he’s met customers who have driven two hours for their dinner.

All three meats we ordered on our visit were successes. The cubed lamb was still tender and pink inside and full of flavor, and the beef seekh kebabs were terrific. A few weeks later, BK Khan’s earned an endorsement more meaningful than mine: Bata took his parents, and they gave it two thumbs up.

Family is a big part of BK Khan’s appeal. Wanker installed a children’s playroom in the restaurant along with a banquet hall for special occasions. Here’s another pro tip: Any grilled meat here can be ordered in a wrap, a good lunch idea if you roll up to Cattleack and everything’s sold out.

13608 Midway Road, Farmers Branch. [facebook.com/BkkhanBBQ](https://www.facebook.com/BkkhanBBQ).

**Related:** Dallas-based Pakistani painter mixes art and food at PunjabiTex BBQ pop-up

## The Real BBQ Punjab, located at Jaffa Mediterranean Cuisine

The Real BBQ Punjab started as one man cooking in a backyard, and then it became an internet sensation. But backyards are legally tenuous places for food businesses, so the man, Taimoor Ali, found a permanent home at



# The Dallas Morning News

[My Account](#)

We were especially curious about The Real BBQ because it had gained an online reputation as the “most authentic” barbecue spot in town. “Most authentic” is a phrase that can mean a lot of different things, but here the meaning is clear: This stuff is the spiciest. At BK Khan’s, we were asked if we knew there wouldn’t be ribs. At The Real BBQ, we were asked, “Do you like spicy food?”

The meats were cooked brilliantly, including tender, boldly flavored malai boti made with boneless chicken thighs rather than cubes of white meat. But the spices stole the show. Both kinds of ground meat kabobs were ferocious. In a good way, to be sure, but also in a make-sure-you-grab-loads-of-the-yogurt-dip way.

One advantage The Real BBQ Punjab has over its rivals is a nice assortment of vegetables and appetizers; you can share a salad and a plate of hummus. The enormous dining room also gets busy late in the day. Even outside of Ramadan, many customers arrive well after dark. They’re drawn by the magic of charcoal, smoke and flame, and the global appeal of great barbecued meat.

3200 Alma Drive, Plano. [facebook.com/Jaffa-with-real-BBQ-hookah-bar-101905771892081](https://www.facebook.com/Jaffa-with-real-BBQ-hookah-bar-101905771892081).



[Brian Reinhart](#), Special Contributor. Brian Reinhart has written about Dallas food and drink since 2015. He joined The Dallas Morning News as a contributing food columnist in 2021.

[✉ brianrein@gmail.com](mailto:brianrein@gmail.com) [🐦 bgreinhart](#)



# **EXHIBIT 6**

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ARREHMAN ARRAHEEM CORPORATION

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA  
SOUTHERN DIVISION – SANTA ANA

BUNDOO KHAN USA LLC, a  
California limited liability company,

Plaintiff,

vs.

ARREHMAN ARRAHEEM  
CORPORATION, a Texas corporation,

Defendant.

Case No. 8:22-cv-00304-DOC (KES)  
*[Assigned to the Hon. David O. Carter;  
Courtroom 10A]*

**OBJECTIONS TO THE  
DECLARATION OF S. FARREED  
JAFREY IN SUPPORT OF  
PLAINTIFF’S OPPOSITION TO  
DEFENDANT’S MOTION TO  
DISMISS PURSUANT TO FED. R.  
PROC. 12(b)(2) FOR LACK OF  
PERSONAL JURISDICTION**

Date: July 11, 2022  
Time: 8:30 a.m.  
Courtroom: 10A

<b>Material Objected To:</b>	<b>Grounds for Objection:</b>
<p>¶ 6: “In the course of my discussions with Mr. Wanker, who at the time was acting on behalf of Defendant, he told me that Defendant would be potentially interested in expanding its locations to include southern California, where there is a large Pakistani community. In connection with these discussions, Defendant offered Plaintiff a license to use Defendant’s mark (BUNDU KHAN) at a new southern California location. Initially, Defendant requested a one million dollar licensing/franchising fee. Defendant, he told me that Defendant would be potentially interested in expanding its locations to include southern California, where there is a large Pakistani community. My son and I engaged in some follow up discussions with Defendant and, as part of those discussions, negotiated a reduced license/franchise fee. Despite these discussions, no formal agreement was ever reached.”</p>	<p>Hearsay. Fed. R. Evid. 802. Mr. Wanker’s statement is an out of court statement offered to prove the truth of the matter asserted and Mr. Wanker never had any authority to act on behalf of Defendants, especially in 2021, after he resigned from Defendant’s employment and was acting in the interests of his own competing restaurant.</p>
<p>¶ 8: “Shortly after the opening of our restaurant, I began hearing that Defendant and other Pakistani restaurateurs were not happy with Plaintiff and its operations. One of the people who I heard this from was Wamiq Kamal.”</p>	<p>Hearsay within hearsay. Fed. R. Evid. 802.</p>
<p>¶ 9: “Based on my conversations with Mr. Kamal, I understand that he now lives part-time in Houston, and part-time in the southern California. Mr. Kamal has a relationship with Mohammed Khan, one of the owners of the Defendant.”</p>	<p>Hearsay. Fed. R. Evid. 802.</p>
<p>¶ 9: “The relationship between Mr. Khan and Mr. Kamal is so close in fact that Mr. Khan will often reach out to Mr. Kamal by text message to discuss potential menu items for Defendant’s restaurant or to discuss new restaurant locations.”</p>	<p>Hearsay within hearsay. Fed. R. Evid. 802.</p>

<b>Material Objected To:</b>	<b>Grounds for Objection:</b>
<p>¶ 10: “Following the opening of our restaurant, Mr. Kamal informed me during one of his visits to our restaurant that there were meetings taking place about our restaurant and the impact it was having on other Pakistani restaurants. At the time, I didn’t have all the details about these meetings and didn’t take any direct action or ask Mr. Kamal for further details.”</p>	<p>Hearsay within hearsay. Fed. R. Evid. 802.</p>
<p>¶ 11: “Once our dispute with Defendant began to intensify, I made an effort to speak to Mr. Kamal about the Defendant, Defendant’s desire to open a southern California location and what steps (if any) Defendant had undertaken in that regard since our franchise discussions ended in early 2021.”</p>	<p>Hearsay within hearsay. Fed. R. Evid. 802.</p>
<p>¶ 12: “Over the course of numerous conversations with Mr. Kamal (including the May 12, 2022 meeting detailed below) I learned and observed many of the steps undertaken by Defendant in furtherance of its desire to open up a southern California location.”</p>	<p>Hearsay within hearsay. Fed. R. Evid. 802.</p>
<p>¶ 14: “At this meeting, we discussed Defendant and its desire to open up a restaurant location in southern California. We also discussed Mr. Kamal’s direct involvement in that effort.”</p>	<p>Hearsay within hearsay. Fed. R. Evid. 802.</p>
<p>¶ 15: “During the May 12th meeting, Mr. Kamal informed those in attendance of his working relationship with an individual whose first name is ‘Taha.’ Taha was described by Mr. Kamal as an individual who lives in the Houston area and works with various restaurants and brands in Houston. Taha helps restaurants with expansion plans, finding new locations or other activities related to the operations and expansion of restaurants.”</p>	<p>Hearsay within hearsay. Fed. R. Evid. 802.</p>

<b>Material Objected To:</b>	<b>Grounds for Objection:</b>
<p>¶ 16: “Mr. Kamal admitted to me at our May 12th meeting that in or about February 2021 (around the same time my franchising discussions with Defendant ceased) Taha travelled to the southern California for the purposes of scouting locations where Defendant could potentially open a new location of its restaurant. Mr. Kamal toured various locations with Taha during this trip, including at least one location in Artesia, California.”</p>	<p>Hearsay within hearsay. Fed. R. Evid. 802.</p>
<p>¶ 17: “Moreover, during this trip, Mr. Kamal learned that Taha’s airline ticket to travel to California was paid for by the Defendant. During this trip Taha also informed Mr. Kamal that he (Taha) was working for the Defendant and Mr. Khan, but Mr. Kamal was not clear on the precise nature of that employment relationship.”</p>	<p>Hearsay within hearsay. Fed. R. Evid. 802.</p>
<p>¶ 19: “Mr. Kamal indicated that he was present at a 2021 meeting, as was Taha and other Pakistani restaurateurs in the southern California area. As described by Mr. Kamal, the purpose of this meeting was to discuss Plaintiff’s restaurant and the impact the restaurant was having on other Pakistani restaurants. Specifically, it was discussed that Plaintiff’s menu was priced lower than that of these other restaurants, and that was undercutting their business. Mr. Kamal indicated that it was openly discussed at the meeting how those in attendance (including Defendant’s agent Taha) could ‘take out’ Plaintiff’s restaurant. It is this meeting that is referenced in Paragraph 26 of Plaintiff’s first amended complaint.”</p>	<p>Hearsay within hearsay. Fed. R. Evid. 802.</p>

<b>Material Objected To:</b>	<b>Grounds for Objection:</b>
<p>¶ 20: “Also based on my discussions with Mr. Kamal, and other interactions, Mr. Kamal alerted me to the involvement of another individual in Defendant’s efforts to open up a southern California location, that being the owner of the Shahnawaz Halal restaurant located in Los Angeles. The owner of the Shahnawaz restaurant was also assisting Defendant in the opening of a southern California location, including by helping him look for a chef to work at this new restaurant and assist with other logistical issues.”</p>	<p>Hearsay within hearsay. Fed. R. Evid. 802.</p>
<p>¶ 21: “At some point in late 2021, I learned that a representative of the Shahnawaz restaurant named Mozamil approached the chef of our restaurant (Shahbaz Mueed) while he was in the restroom of our Fullerton restaurant. Mozamil informed Mr. Mueed that our restaurant was a fake and not associated with the original Bundoo Khan restaurant. Mozamil informed Mr. Mueed of the plans to open up a new restaurant and urged Mr. Mueed to leave the employ of Plaintiff and come work for this new restaurant that was being planned by Defendant and those assisting him, that being Defendant’s contemplated southern California restaurant.”</p>	<p>Hearsay within hearsay. Fed. R. Evid. 802.</p>
<p>¶ 22: “Since our restaurant opened in May 2021, I (together with other employees of the restaurant) have been told by no less than fifty customers of our restaurant that upon visiting Defendant’s restaurant locations, they were told that it is the Defendant (and not the Plaintiff) that is associated and sponsored by the 2 original BUNDOO KHAN restaurant, and that our restaurant is a fake.”</p>	<p>Hearsay within hearsay. Fed. R. Evid. 802.</p>

1 Dated: June 27, 2022

PROSPERA LAW, LLP

2 By: /s/ Shane W. Tseng

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**CERTIFICATE OF SERVICE**

I hereby certify that the foregoing document has been served on all counsel of record via the Court’s electronic filing system on June 27, 2022.

/s/Shane W. Tseng  
Shane W. Tseng



# **EXHIBIT 7**

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12 ARREHMAN ARRACHEEM CORPORATION

13 UNITED STATES DISTRICT COURT  
14 CENTRAL DISTRICT OF CALIFORNIA  
15 SOUTHERN DIVISION – SANTA ANA

16 BUNDOO KHAN USA LLC, a  
17 California limited liability company,

18 Plaintiff,

19 vs.

20 ARREHMAN ARRACHEEM  
21 CORPORATION, a Texas corporation,

22 Defendant.

Case No. 8:22-cv-00304-DOC (KES)  
*[Assigned to the Hon. David O. Carter;  
Courtroom 10A]*

**OBJECTIONS TO THE  
DECLARATION OF ABDULLAH  
JAFREY IN SUPPORT OF  
PLAINTIFF’S OPPOSITION TO  
DEFENDANT’S MOTION TO  
DISMISS PURSUANT TO FED. R.  
PROC. 12(b)(2)  
FOR LACK OF PERSONAL  
JURISDICTION**

Date: July 11, 2022  
Time: 8:30 a.m.  
Courtroom: 10A

<b>Material Objected To:</b>	<b>Grounds for Objection:</b>
<p>¶ 6: “In the course of my discussions with Mr. Wanker, who at the time was acting on behalf of Defendant, he told me that Defendant would be potentially interested in expanding its locations to include southern California, where there is a large Pakistani community. In connection with these discussions, Defendant offered Plaintiff a license to use Defendant’s mark (BUNDU KHAN) at a new southern California location. Initially, Defendant requested a one million dollar licensing/franchising fee. behalf of Defendant, he told me that Defendant would be potentially interested in expanding its locations to include southern California, where there is a large Pakistani community. My son and I engaged in some follow up discussions with Defendant and, as part of those discussions, negotiated a reduced license/franchise fee. Despite these discussions, no formal agreement was ever reached.”</p>	<p>Hearsay. Fed. R. Evid. 802. Mr. Wanker’s statement is an out of court statement offered to prove the truth of the matter asserted and Mr. Wanker never had any authority to act on behalf of Defendants, especially in 2021, after he resigned from Defendant’s employment and was acting in the interests of his own competing restaurant.</p>
<p>¶ 8: “Shortly after the opening of our restaurant, I began hearing that Defendant and other Pakistani restaurateurs were not happy with Plaintiff and its operations. One of the people who I heard this from was Wamiq Kamal.”</p>	<p>Hearsay within hearsay. Fed. R. Evid. 802.</p>
<p>¶ 9: “Based on my conversations with Mr. Kamal, I understand that he now lives part-time in Houston, and part-time in the southern California. Mr. Kamal has a relationship with Mohammed Khan, one of the owners of the Defendant.”</p>	<p>Hearsay. Fed. R. Evid. 802.</p>

<b>Material Objected To:</b>	<b>Grounds for Objection:</b>
<p>¶ 9: “The relationship between Mr. Khan and Mr. Kamal is so close in fact that Mr. Khan will often reach out to Mr. Kamal by text message to discuss potential menu items for Defendant’s restaurant or to discuss new restaurant locations.”</p>	<p>Hearsay within hearsay. Fed. R. Evid. 802.</p>
<p>¶ 10: “Once our dispute with Defendant began to intensify, I made an effort to speak to Mr. Kamal about the Defendant, Defendant’s desire to open a southern California location and what steps (if any) Defendant had undertaken in that regard since our franchise discussions ended in early 2021.”</p>	<p>Hearsay within hearsay. Fed. R. Evid. 802.</p>
<p>¶ 11: “Over the course of numerous conversations with Mr. Kamal (including the May 12, 2022 meeting detailed below) I learned and observed many of the steps undertaken by Defendant in furtherance of its desire to open up a southern California location.”</p>	<p>Hearsay within hearsay. Fed. R. Evid. 802.</p>
<p>¶ 13: “At this meeting, we discussed Defendant and its desire to open up a restaurant location in southern California. We also discussed Mr. Kamal’s direct involvement in that effort.”</p>	<p>Hearsay within hearsay. Fed. R. Evid. 802.</p>

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<b>Material Objected To:</b>	<b>Grounds for Objection:</b>
<p>¶ 14: “During the May 12th meeting, Mr. Kamal informed those in attendance of his working relationship with an individual whose first name is ‘Taha.’ Taha was described by Mr. Kamal as an individual who lives in the Houston area and works with various restaurants and brands in Houston. Taha helps restaurants with expansion plans, finding new locations or other activities related to the operations and expansion of restaurants.”</p>	<p>Hearsay within hearsay. Fed. R. Evid. 802.</p>
<p>¶ 15: “Mr. Kamal admitted to me at our May 12th meeting that in or about February 2021 (around the same time my franchising discussions with Defendant ceased) Taha travelled to the southern California for the purposes of scouting locations where Defendant could potentially open a new location of its restaurant. Mr. Kamal toured various locations with Taha during this trip, including at least one location in Artesia, California.”</p>	<p>Hearsay within hearsay. Fed. R. Evid. 802.</p>
<p>¶ 16: “Moreover, during this trip, Mr. Kamal learned that Taha’s airline ticket to travel to California was paid for by the Defendant. During this trip Taha also informed Mr. Kamal that he (Taha) was working for the Defendant and Mr. Khan, but Mr. Kamal was not clear on the precise nature of that employment relationship.”</p>	<p>Hearsay within hearsay. Fed. R. Evid. 802.</p>

<b>Material Objected To:</b>	<b>Grounds for Objection:</b>
<p>¶ 18: “Mr. Kamal indicated that he was present at a 2021 meeting, as was Taha and other Pakistani restaurateurs in the southern California area. As described by Mr. Kamal, the purpose of this meeting was to discuss Plaintiff’s restaurant and the impact the restaurant was having on other Pakistani restaurants. Specifically, it was discussed that Plaintiff’s menu was priced lower than that of these other restaurants, and that was undercutting their business. Mr. Kamal indicated that it was openly discussed at the meeting how those in attendance (including Defendant’s agent Taha) could “take out” Plaintiff’s restaurant. It is this meeting that is referenced in Paragraph 26 of Plaintiff’s first amended complaint.”</p>	<p>Hearsay within hearsay. Fed. R. Evid. 802.</p>
<p>¶ 19: “Also based on my discussions with Mr. Kamal, and other interactions, Mr. Kamal alerted me to the involvement of another individual in Defendant’s efforts to open up a southern California location, that being the owner of the Shahnawaz Halal restaurant located in Los Angeles. The owner of the Shahnawaz restaurant was also assisting Defendant in the opening of a southern California location, including by helping him look for a chef to work at this new restaurant and assist with other logistical issues.”</p>	<p>Hearsay within hearsay. Fed. R. Evid. 802.</p>

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<b>Material Objected To:</b>	<b>Grounds for Objection:</b>
<p>¶ 20: “At some point in late 2021, I learned that a representative of the Shahnawaz restaurant named Mozamil approached the chef of our restaurant (Shahbaz Mueed) while he was in the restroom of our Fullerton restaurant. Mozamil informed Mr. Mueed that our restaurant was a fake and not associated with the original Bundoo Khan restaurant. Mozamil informed Mr. Mueed of the plans to open up a new restaurant and urged Mr. Mueed to leave the employ of Plaintiff and come work for this new restaurant that was being planned by Defendant and those assisting him, that being Defendant’s contemplated southern California restaurant.”</p>	<p>Hearsay within hearsay. Fed. R. Evid. 802.</p>
<p>¶ 21: “Since our restaurant opened in May 2021, I (together with other employees of the restaurant) have been told by no less than fifty customers of our restaurant that upon visiting Defendant’s restaurant locations, they were told that it is the Defendant (and not the Plaintiff) that is associated and sponsored by the 2 original BUNDOO KHAN restaurant, and that our restaurant is a fake.”</p>	<p>Hearsay within hearsay. Fed. R. Evid. 802.</p>

1 Dated: June 27, 2022

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**CERTIFICATE OF SERVICE**

I hereby certify that the foregoing document has been served on all counsel of record via the Court’s electronic filing system on June 27, 2022.

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# **EXHIBIT 8**

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UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA  
SOUTHERN DIVISION – SANTA ANA

BUNDOO KHAN USA LLC, a  
California limited liability company,

Plaintiff,

vs.

ARREHMAN ARRAHEEM  
CORPORATION, a Texas corporation,

Defendant.

Case No. 8:22-cv-00304-DOC (KES)  
*[Assigned to the Hon. David O. Carter;  
Courtroom 10A]*

**OBJECTIONS TO THE  
DECLARATION OF SHAHBAZ  
MUEED IN SUPPORT OF  
PLAINTIFF’S OPPOSITION TO  
DEFENDANT’S MOTION TO  
DISMISS PURSUANT TO FED. R.  
PROC. 12(b)(2)  
FOR LACK OF PERSONAL  
JURISDICTION**

Date: July 11, 2022  
Time: 8:30 a.m.  
Courtroom: 10A

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<b>Material Objected To:</b>	<b>Grounds for Objection:</b>
<p>¶ 5: “During this meeting, Mr. Kamal detailed for us the extensive steps the Defendant has taken in furtherance of his desire to open up a southern California location of his existing Houston restaurant. Among other things, during this meeting, Mr. Kamal told us that the owner of the Shahnawaz restaurant in Los Angeles was assisting Defendant in connection with its desire to open up a southern California location, and was assisting the Defendant with the finding of a location, locating a chef to work at the restaurant and other logistical issues.”</p>	<p>Hearsay. Fed. R. Evid. 802. Mr. Wanker’s statement an out of court statement made for the purposed of the matter asserted and Mr. Wanker never had any authority to act on behalf of Defendants, especially in 2021, after he resigned from Defendant’s employment and was acting in the interests of his own competing restaurant.</p>
<p>¶ 6: “At some point in late 2021, a representative of the Shahnawaz restaurant named Mozamil approached me while I was in the restroom of Plaintiff’s Fullerton restaurant. Mozamil informed me that Plaintiff’s restaurant was a fake and not associated with the original Bundoo Khan restaurant. Mozamil also informed me of the plans to open up a new restaurant and urged me to leave the employ of Plaintiff and come work for this new restaurant that was being planned by Defendant and those assisting him. Based on this conversation and my discussion with Mr. Kamal, I understand that that this “new restaurant” was the one being opening discussed and planned by Defendant. I reported this interaction to both Abdullah and Farreed Jafrey.”</p>	<p>Hearsay within hearsay. Fed. R. Evid. 802.</p>

Material Objected To:	Grounds for Objection:
<p>¶ 7: “On or about December 8 or 9, 2021, I had a conversation with the owner of the Shahnawaz Los Angeles restaurant that is referenced above. During that discussion, the owner of Shahnawaz informed me that he had just met with Mohammed Khan (of the Defendant) in Houston to discuss the opening up a southern California location. I understand that just a day or two later, Plaintiff received the first cease and desist letter from Defendant.”</p>	<p>Hearsay. Fed. R. Evid. 802.</p>
<p>¶ 8: “Despite this, Defendant has continued to use the name and has gone so far as to represent to the public that its restaurant is affiliated or sponsored by the original Bundoo Khan family, and that Plaintiff’s is not so affiliated or sponsored.”</p>	<p>Hearsay within hearsay. Fed. R. Evid. 802.</p>

Dated: June 27, 2022

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**CERTIFICATE OF SERVICE**

I hereby certify that the foregoing document has been served on all counsel of record via the Court’s electronic filing system on June 27, 2022.

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# EXHIBIT 9



UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

CIVIL MINUTES – GENERAL

Case No. 8:22-cv-00304-DOC-KES

Date: July 14, 2022

Title: BUNDOO KHAN USA LLC V. ARREHMAN ARRAHEEM CORPORATION

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PRESENT: THE HONORABLE DAVID O. CARTER, UNITED STATES DISTRICT JUDGE

Karlen Dubon  
Courtroom Clerk

Not Present  
Court Reporter

ATTORNEYS PRESENT FOR  
PLAINTIFF:  
None Present

ATTORNEYS PRESENT FOR  
DEFENDANT:  
None Present

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**PROCEEDINGS (IN CHAMBERS): ORDER GRANTING MOTION TO  
DISMISS [20]**

Before the Court is Defendant Arrehman Arraheem Corporation’s (“Defendant”) Motion to Dismiss (“Motion” or “Mot.”) (Dkt. 20). The Court finds this matter suitable for resolution without oral argument. Fed. R. Civ. Pro. 78; Cal. R. 7-15. Having reviewed the papers, the Court **GRANTS** Defendant’s Motion and **VACATES** the hearing scheduled for July 18, 2022.

**I. BACKGROUND**

**A. Facts**

The following relevant facts are drawn from Plaintiff Bundoo Khan USA LLC’s (“Plaintiff”) First Amended Complaint (“FAC”) (Dkt. 19). The instant action relates to a trademark infringement dispute between Plaintiff and Defendant. *See generally* FAC. Plaintiff is a California company that exclusively owns the license and franchise of the BUNDOO KHAN restaurant in the United States. *Id.* ¶¶ 9, 19. Defendant is a Texas corporation with its principal place of business in Texas. *Id.* ¶ 10. Defendant operates multiple restaurants in Texas, using the name BUNDU KHAN. *Id.* ¶ 11. Plaintiff alleges that Defendant represents to customers without authorization that Defendant’s restaurant is associated with the original BUNDOO KHAN restaurant. *Id.*

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

CIVIL MINUTES – GENERAL

Case No. 8:22-cv-00304-DOC-KES

Date: July 14, 2022  
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**B. Procedural History**

Plaintiff filed its Complaint in this Court on February 25, 2022 (Dkt. 1). On April 29, 2022, Plaintiff filed its First Amended Complaint. On May 20, 2022, Defendant filed the present Motion to Dismiss. On June 17, 2022, Plaintiff filed its Opposition (“Opp’n”) (Dkt. 23), and Defendant filed its Reply (Dkt. 25) on June 27, 2022.

**II. LEGAL STANDARD**

Under Federal Rule of Civil Procedure 12(b)(2), defendants may move to dismiss for lack of personal jurisdiction. While the plaintiff bears the burden of showing that the Court has personal jurisdiction over the defendant, the court “resolves all disputed facts in favor of the plaintiff.” *See Pebble Beach Co. v. Caddy*, 453 F.3d 1151, 1154 (9th Cir. 2006) (quotation marks and citation omitted). The Court may consider evidence presented in affidavits and declarations in determining personal jurisdiction. *Data Disc, Inc. v. Sys. Tech. Assocs., Inc.*, 557 F.2d 1280, 1285 (9th Cir. 1977); *but see Ballard v. Savage*, 65 F.3d 1495, 1498 (9th Cir. 1995) (“When a district court acts on a defendant’s motion to dismiss under Rule 12(b)(2) without holding an evidentiary hearing, the plaintiff need make only a prima facie showing of jurisdictional facts to withstand the motion to dismiss. That is, the plaintiff need only demonstrate facts that if true would support jurisdiction over the defendant.” (citations omitted)). “The plaintiff cannot simply rest on the bare allegations of its complaint, but uncontroverted allegations in the complaint must be taken as true.” *Mavrix Photo, Inc. v. Brand Techs., Inc.*, 647 F.3d 1218, 1223 (9th Cir. 2011) (quotation marks and citation omitted). The Court “may not assume the truth of allegations in a pleading which are contradicted by affidavit.” *Data Disc, Inc.*, 557 F.2d at 1284.

There are two limitations that restrict a court’s power to exercise personal jurisdiction over a nonresident defendant: the constitutional principles of due process and the applicable state personal jurisdiction rule. *Sher v. Johnson*, 911 F.2d 1357, 1360 (9th Cir. 1990). The Ninth Circuit has held that because California’s personal jurisdiction rule is “coextensive with the outer limits of due process,” personal jurisdiction inquiries under California law are constrained solely by constitutional principles. *Id.* at 1361; Cal. Civ. Proc. Code § 410.10.

The Supreme Court has held that constitutional due process requires that a nonresident defendant have sufficient “minimum contacts” with the forum state “such

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

**CIVIL MINUTES – GENERAL**

Case No. 8:22-cv-00304-DOC-KES

Date: July 14, 2022  
Page 3

that maintenance of the suit does not offend ‘traditional notions of fair play and substantial justice.’” *Int’l Shoe Co. v. Washington*, 326 U.S. 310, 316 (1945). When the defendant’s activities in the forum state are substantial, continuous and systematic, a court may exercise general jurisdiction over the defendant, even if the cause of action is unrelated to defendant’s contacts with the forum. *Doe v. Unocal Corp.*, 248 F.3d 915, 923 (9th Cir. 2001). Where a court lacks general personal jurisdiction, it may have specific personal jurisdiction if the defendants have certain minimum contacts with the forum state, the controversy arises out of those contacts, and the exercise of jurisdiction is reasonable. *Burger King Corp. v. Rudzewicz*, 471 U.S. 462, 472-74 (1985). There are three requirements for a court to exercise specific jurisdiction over a non-resident defendant: (1) the defendant must “purposefully direct his activities” toward the forum, (2) the claim must be one which arises out of or relates to the defendant’s forum-related activities, and (3) the exercise of jurisdiction must comport with fair play and substantial justice, i.e., it must be reasonable. *Axiom Foods, Inc. v. Acerchem Int’l, Inc.*, 874 F.3d 1064, 1068 (9th Cir. 2017).

When a motion to dismiss is granted, the court must decide whether to grant leave to amend. The Ninth Circuit has a liberal policy favoring amendments, and thus leave to amend should be freely granted. *See, e.g., DeSoto v. Yellow Freight Sys., Inc.*, 957 F.2d 655, 658 (9th Cir. 1992). However, a court need not grant leave to amend when permitting a plaintiff to amend would be an exercise in futility. *See, e.g., Rutman Wine Co. v. E. & J. Gallo Winery*, 829 F.2d 729, 738 (9th Cir. 1987) (“Denial of leave to amend is not an abuse of discretion where the pleadings before the court demonstrate that further amendment would be futile.”).

### **III. DISCUSSION**

Defendant moves to dismiss Plaintiff’s claims for lack of personal jurisdiction pursuant to Rule 12(b)(2), contending that there is neither general jurisdiction nor specific jurisdiction and that jurisdictional discovery is not necessary. Mot. at 2. The Court considers each issue in turn.

#### **A. General jurisdiction**

Plaintiff does not dispute that Defendant is not a California citizen and has no “systematic contacts” with California to render general jurisdiction appropriate. *See generally* FAC; Mot. at 3. Thus, to exercise personal jurisdiction over Defendant, the Court must find that specific jurisdiction exists.

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

CIVIL MINUTES – GENERAL

Case No. 8:22-cv-00304-DOC-KES

Date: July 14, 2022  
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**B. Specific jurisdiction**

Defendant argues that there is no specific jurisdiction because the cease and desist letters and other allegations do not demonstrate sufficient “minimum contacts.” Plaintiff argues that its allegations demonstrate sufficient actions in and toward California to support jurisdiction.

The Ninth Circuit follows a three-part test for ascertaining whether specific personal jurisdiction obtains: (1) The non-resident defendant must purposefully direct his activities or consummate some transaction with the forum or resident thereof, or perform some act by which he purposefully avails himself of the privilege of conducting activities in the forum, thereby invoking the benefits and protections of its laws; (2) the claim must be one which arises out of or relates to the defendant’s forum-related activities; and (3) the exercise of jurisdiction must comport with fair play and substantial justice, i.e. it must be reasonable. *Morrill v. Scott Fin. Corp.*, 873 F.3d 1136, 1142 (9th Cir. 2017) (citing *Schwarzenegger v. Fred Martin Motor Co.*, 374 F.3d 797, 802 (9th Cir. 2004)). The plaintiff bears the burden of demonstrating that the first two elements are satisfied. If the plaintiff fails to do so, then personal jurisdiction is not established; if, on the other hand, the plaintiff succeeds in showing that the first two requirements are met, then the defendant must “present a compelling case” that the exercise of personal jurisdiction would be unreasonable. *Id.*

The first prong of the test encompasses both purposeful direction and purposeful availment, which are “two distinct concepts.” *Id.* Purposeful direction, which is analyzed under the *Calder* “effects” test, is limited to claims of intentional tort. *Holland Am. Line, Inc. v. Wartsila N. Am., Inc.*, 485 F.3d 450 (9th Cir. 2007); see *Calder v. Jones*, 465 U.S. 783, 789 (1984).

**1. Complaint**

In deciding whether to exercise jurisdiction at the motion to dismiss stage, the Court looks only at the pleadings. The Court finds that the allegations stated in the FAC are not specific enough to establish personal jurisdiction. Even if Plaintiff amends to include the contents of the declarations in its complaint, it would still be insufficient to support personal jurisdiction because Plaintiff provides only vague hearsay evidence. The Court analyzes the specific allegations in detail below.

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

CIVIL MINUTES – GENERAL

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**2. Cease and desist letters**

Plaintiff argues that Defendant purposefully directed actions toward California under the *Calder* “effects” test by sending cease and desist letters to Plaintiff. FAC ¶ 29; Opp’n at 8. Defendant argues that sending cease and desist letters is its only conduct that was “expressly aimed” at California. Mot. at 4. Defendant notes that Plaintiff fails to meet the burden of establishing specific jurisdiction because (1) the general rule is that a cease and desist letter alone is not sufficient to establish personal jurisdiction, and (2) Defendant’s cease and desist letters were not “abusive, tortious, or otherwise wrongful” to be an exception to the general rule. Mot. at 4-5. The Court agrees with Defendant: the Ninth Circuit has made clear that “[a] cease and desist letter is not in and of itself sufficient to establish personal jurisdiction over the sender of the letter.” *Yahoo! Inc. v. La Ligue Contre Le Racisme*, 433 F.3d 1199, 1208-09 (9th Cir. 2006). Accordingly, the cease and desist letters alone cannot establish jurisdiction.

**3. Meetings and statements in California**

Plaintiff next argues that several meetings in California provide sufficient contacts to support jurisdiction.

First, Plaintiff alleges that in early 2021, Habib Wanker, allegedly acting on Defendant’s behalf, conveyed Defendant’s interest in operating a restaurant in California and offered Plaintiff a license to use Defendant’s mark (BUNDU KHAN) in California. *See* Declaration of S. Farreed Jafrey (“F. Jafrey Decl.”) (Dkt. 23-3) ¶¶ 5-6; Declaration of Abdullah Jafrey (“A. Jafrey Decl.”) (Dkt. 23-2) ¶¶ 5-6. Defendant argues that Wanker had no actual or apparent authority to represent Defendant when this alleged negotiation occurred, because Wanker resigned from Defendant’s business on June 2, 2020 and had no other affiliation with Defendant. Reply at 6-7. Because Wanker resigned from Defendant before 2021 when this interaction allegedly happened, the Court agrees that Wanker had no authority to represent Defendant in 2021 and thus his alleged contact with California in 2021 cannot suffice as Defendant’s purposeful direction.

Second, Plaintiff alleges that Defendant dispatched Wamiq Kamal and an individual named Taha to scout potential restaurant locations in Southern California. F. Jafrey Decl. ¶¶ 9-16; A. Jafrey Decl. ¶¶ 9-15. Plaintiff argues that Kamal and Taha, representing Defendant, participated in an in-person meeting in California in 2021 which discussed ways to “take out” Plaintiff’s restaurant. FAC ¶¶ 26, 29(b); F. Jafrey Decl. ¶¶ 10, 18-19; A. Jafrey Decl. ¶¶ 17-18. Defendant argues that these declarations are not

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

CIVIL MINUTES – GENERAL

Case No. 8:22-cv-00304-DOC-KES

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based on the Jafreys’ personal knowledge, but are hearsay from Kamal, and that Kamal’s knowledge is also hearsay from Taha. Reply at 7-9. Defendant further argues that this evidence is unreliable because Plaintiff provides no other facts to connect Taha or Kamal to Defendant. *Id* at 13. Plaintiff’s conclusory allegations that Kamal and Taha were representatives of Defendant are based solely on speculation and thus are insufficient to support personal jurisdiction.

Third, Plaintiff alleges that an owner of Shahnawaz, a Los Angeles restaurant, is also a representative of Defendant. FAC ¶ 24; F. Jafrey Decl. ¶¶ 20-21; A. Jafrey Decl. ¶ 19; Declaration of Shabaz Mueed (“Mueed Decl.”) ¶ 5. Plaintiff also alleges that a representative of Shahnawaz named Mozamil approached Plaintiff’s chef Mueed seeking to make him quit and instead work for Defendant. FAC ¶ 29(c); F. Jafrey Decl. ¶ 21; A. Jafrey Decl. ¶ 20; Mueed Decl. ¶ 6. Defendant argues that the Jafreys’ and Mueed’s statements about this were also heard from Kamal and thus are hearsay. Reply at 7-9. Plaintiff does not provide the name of this owner of Shahnawaz, nor does it provide facts to support the relationship between Shahnawaz and Defendant. The Court thus finds this allegation conclusory, vague, and insufficient to support personal jurisdiction.

Fourth, Plaintiff alleges that Defendant made statements to Plaintiff’s customers that Plaintiff is not associated with the original Bundoo Khan family; it is not clear from the FAC whether these statements occurred in California. FAC ¶¶ 29(d), (e); F. Jafrey Decl. ¶ 22; A. Jafrey Decl. ¶ 21. Defendant argues that this evidence is unreliable because those unnamed customers’ statements are themselves hearsay, and the Jafreys’ statements based on those customers’ statements are also hearsay. Reply at 9-10, 13. Since these allegations lack specific details connecting Defendant to any actions in California, the Court agrees that they are insufficient to establish Defendant’s purposeful direction under the “effects” test.

Although a plaintiff’s version of the facts is not taken as true if it is directly contravened, *see Harris Rutsky & Co. Ins. Servs. v. Bell & Clements Ltd.*, 328 F.3d 1122, 1129 (9th Cir. 2003), “in establishing its prima facie case, the documents submitted by the plaintiff ‘are construed in the light most favorable to the plaintiff and all doubts are resolved in its favor.’” *Metro. Life Ins. Co. v. Neaves*, 912 F.2d 1062, 1064 n.1 (9th Cir. 1990) (citation omitted). In addition, “conflicts between the facts contained in the parties’ affidavits must be resolved in [claimant’s] favor for purposes of deciding whether a prima facie case for personal jurisdiction exists.” *Doe v. Unocal Corp.*, 248 F.3d 915, 922 (9th Cir. 2001) (quoting *AT&T v. Compagnie Bruxelles Lambert*, 94 F.3d 586, 588 (9th Cir. 1996)) (quotation marks omitted).

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Even construing the allegations in Plaintiff’s favor, the Court finds that the evidence provided in the declarations fails to adequately plead personal jurisdiction.

**4. Meetings and statements in Texas**

Plaintiff next alleges that in 2021, Mr. Khan of Defendant and the owner of Shahnawaz restaurant had a discussion in Texas regarding opening a California location. FAC ¶ 29(f); Mueed Decl. ¶ 7. Defendant argues that this statement is also hearsay since Mueed heard the alleged statements from the owner of Shahnawaz. Reply at 10. The Court finds that the allegations regarding Defendant’s expansion plan in California lack specifics and do not provide sufficient evidence of contacts aimed at California.

Plaintiff also alleges that Defendant told its chef Mueed that Defendant was related to the original Bundoo Khan when Mueed visited Texas. Opp’n at 6; Mueed Decl. ¶¶ 8-9. Defendant denies this allegation and argues that even if this were true, Defendant was making a statement in Texas to someone who Defendant did not know was from California and thus it was not an “intentional act” aimed at California. Reply at 11. The Court agrees. Plaintiff offers no evidence if Defendant knew Mueed was Plaintiff’s chef and a California resident. And even if Defendant knew, making a statement to a California resident in Texas is not a sufficient contact for a California court to exercise personal jurisdiction. *Walden v. Fiore*, 571 U.S. 277, 285 (2014) (“minimum contacts’ analysis looks to the defendant’s contacts with the forum State itself, not the defendant’s contacts with persons who reside there.”).

Accordingly, the Court GRANTS Defendant’s Motion and finds there is no specific jurisdiction over Defendant. Plaintiff’s Complaint is therefore DISMISSED WITH LEAVE TO AMEND.

**C. Jurisdictional Discovery**

Plaintiff requests jurisdictional discovery related to the exercise of personal jurisdiction over Defendant. Opp’n at 9. Defendant counters that jurisdictional discovery should be denied because Plaintiff provides only vague allegations that are specifically denied by Defendant.

“A court may permit discovery to aid in determining whether it has personal jurisdiction.” *EcoDisc Tech. AG v. DVD Format/Logo Licensing Corp.*, 711 F. Supp. 2d

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1074, 1093 (C.D. Cal. 2010) (citing *Wells Fargo & Co. v. Wells Fargo Express Co.*, 556 F.2d 406, 430 n.24 (9th Cir. 1977)). Jurisdictional discovery is discretionary, and “may be appropriately granted where pertinent facts bearing on the question of jurisdiction are controverted or where a more satisfactory showing of the facts is necessary.” *Boschetto v. Hansing*, 539 F.3d 1011, 1020 (9th Cir. 2008). There are also circumstances when jurisdictional discovery is unwarranted. For example, jurisdictional discovery is inappropriate when the request for discovery “was based on little more than a hunch that it might yield jurisdictionally relevant facts.” *Boschetto v. Hansing*, 539 F.3d 1011, 1020 (9th Cir. 2008) (citing *Butcher’s Union Local No. 498 v. SDC Inv., Inc.*, 788 F.2d 535, 540 (9th Cir. 1986) (refusing jurisdictional discovery where the plaintiffs “state only that they ‘believe’ discovery will enable them to demonstrate sufficient contacts to establish personal jurisdiction”). In general, “a refusal to grant discovery to establish jurisdiction is not an abuse of discretion when ‘it is clear that further discovery would not demonstrate facts sufficient to constitute a basis for jurisdiction.’” *Laub v. U.S. Dep’t of Interior*, 342 F.3d 1080, 1093 (9th Cir. 2003). However, jurisdictional discovery should be granted where “discovery on th[e] issue might well demonstrate facts sufficient to constitute a basis for jurisdiction.” *Harris Rutsky*, 328 F.3d at 1135.

Here, Plaintiff offers only vague hearsay evidence which is based on “speculation.” Though Plaintiff may submit more specific evidence to support jurisdiction, jurisdictional discovery is unlikely to assist the Court since the disputed facts regard private conversations. Because further discovery would not demonstrate facts sufficient to constitute a basis for jurisdiction, the Court DENIES jurisdictional discovery.

**IV. DISPOSITION**

For the reasons explained above, the Court GRANTS Defendant’s Motion to Dismiss in its entirety and VACATES the hearing scheduled for July 18, 2022. Plaintiff’s Complaint is DISMISSED WITH LEAVE TO AMEND. Plaintiff shall file any amended complaint by August 5, 2022.

The Clerk shall serve this minute order on the parties.

Initials of Deputy Clerk: kdu



# **EXHIBIT 10**

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7 Attorneys for Plaintiff  
 BUNDOO KHAN USA LLC  
 8

9 **UNITED STATES DISTRICT COURT**  
 10 **CENTRAL DISTRICT OF CALIFORNIA**

11 BUNDOO KHAN USA LLC, a  
 California Limited Liability Company,

12 Plaintiff,

13 vs.  
 14

ARREHMAN ARRAHEEM  
 CORPORATION, a Texas Corporation,

15 Defendant.  
 16

Case No. 8:22-cv-00304 DOC-KES

**REQUEST FOR DISMISSAL OF  
 ACTION WITHOUT PREJUDICE**

17  
 18 Plaintiff Bundo Khan USA LLC (“Plaintiff”) hereby requests that this  
 19 action be dismissed WITHOUT PREJUDICE pursuant to Fed. R. Civ. Proc.  
 20 41(a)(1)(A)(i).

21 Dated: August 5, 2022

BUCHALTER  
 A Professional Corporation

22  
 23  
 24 By:                     /s/ Matthew L. Seror  
 FARAH P. BHATTI  
 MATTHEW L. SEROR  
 Attorneys for Plaintiff  
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# **EXHIBIT 11**

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

JS-6

CIVIL MINUTES – GENERAL

Case No. SA CV 22-00304-DOC-(KESx) Date August 8, 2022

Title Bundoo Khan USA LLC v. Arrehman Arraheem Corporation

Present: The Honorable DAVID O. CARTER, UNITED STATES DISTRICT JUDGE

Karlen Dubon

None Reported

Deputy Clerk

Court Reporter / Recorder

Tape No.

Attorneys Present for Plaintiffs:

Attorneys Present for Defendants:

None Present

None Present

**PROCEEDINGS: (IN CHAMBERS) ORDER DISMISSING ACTION ON NOTICE OF VOLUNTARY DISMISSAL**

The Court, having been advised by the Plaintiff that this action has been resolved by a Notice of Voluntary Dismissal [34], hereby orders this action dismissed without prejudice. The Court hereby orders all proceedings in the case vacated and taken off calendar.

Any pending Order to Show Cause is hereby discharged.

Initials of Deputy Clerk

          -          :  
          kdu          -