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Attorneys for Plaintiffs MICHAEL CHOW also  
known as "MR. CHOW" and MR CHOW  
ENTERPRISES, LTD., a California Limited  
Partnership

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES

MICHAEL CHOW also known as  
"MR. CHOW" and MR CHOW  
ENTERPRISES, LTD., a California  
Limited Partnership,

Plaintiffs,

vs.

PHILIPPE WEST COAST LLC, a  
California Limited Liability Company,  
CHAK YAM CHAU, calling himself  
"PHILIPPE CHOW," STRATIS  
MORFOGEN, COSTIN DUMITRESCU,  
MANNY HAILEY and DOES 1 through  
25,

Defendants.

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

BC 422447

COMPLAINT FOR UNFAIR  
COMPETITION, FALSE  
ADVERTISING, LANHAM ACT  
VIOLATIONS, TRADENAME  
INFRINGEMENT AND TORTIOUS  
INTERFERENCE

Plaintiffs allege as follows:

**INTRODUCTION**

Plaintiffs are the owners of the "Mr Chow" restaurants. Those restaurants,  
including the "Mr Chow" restaurant in Beverly Hills, have become well known  
throughout the world for high cuisine Chinese food, uniquely prepared and served in  
rooms with modern, highly styled decor.

CONFORMED COPY  
OF ORIGINAL FILED  
Los Angeles Superior Court

SEP 24 2009

John A. Clarke, Executive Officer/Clerk

BY MARY GARCIA, Deputy

1 Chak Yam Chau, a former food chopper and expeditor at the "Mr Chow" restaurant  
2 in New York City, has sought and continues to seek to deceive the public by, first, falsely  
3 calling himself "Philippe Chow," which was not his name, and by opening and operating  
4 Chinese restaurants that prominently feature the name "Chow" and that imitate the "Mr  
5 Chow" restaurants. Chau falsely promotes himself as "Mr. Chow" or "the Chow in Mr.  
6 Chow's restaurants" or the "Executive Chef" of Mr Chow's restaurant and as the creator  
7 of Mr Chow's unique dishes and distinctive menu (all lies) and uses the recipes and  
8 procedures that are trade secrets of the Mr Chow restaurants, which he learned while  
9 working for 25 years in Mr Chow's New York restaurant.

10 Pursuant to this fraudulent scheme to deceive the public and steal patronage from  
11 the Mr Chow restaurants, Chau and his partners even arranged that, when prospective  
12 patrons searched the internet for "Mr Chow" they were automatically referred to the  
13 website falsely advertising Chau's restaurants. And these acts were only part of  
14 defendants' unfair and fraudulent scheme.

15 Defendants have been operating that scheme in New York and Miami and are now  
16 bringing it to California, where they will use the same false claims and schemes to  
17 confuse the public and induce diners to patronize their fraudulently promoted imitation in  
18 West Hollywood, rather than the true and original Mr Chow's in Beverly Hills.

19 This action seeks to prevent the defendants' carrying out their multifaceted "rip-  
20 off" in California.

## 21 PARTIES

22  
23 1. Plaintiff Michael Chow is a resident of California. Plaintiff Mr Chow  
24 Enterprises, Ltd., a California Limited Partnership, is the company that owns and operates  
25 a widely known Chinese restaurant in Beverly Hills created by Michael Chow and  
26 operated under the trade name "Mr Chow."

27 Defendant Chak Yam Chau ("Chau"), who now falsely styles himself as "Philippe  
28 Chow," defendants Stratis Morfogen ("Morfogen"), Costin Dumitrescu and Manny Hailey

1 are individuals doing business through various entities in New York City, Miami, Florida,  
2 and, now, California, as the operators of Chinese restaurants which are imitations of the  
3 “Mr Chow” restaurants and which they have called “Philippe Chow” or “Philippe by  
4 Philippe Chow.” Philippe West Coast LLC (“Chau West Coast”) is a California limited  
5 liability company which is preparing and will operate a Philippe Chow restaurant in  
6 California. Its principal place of business is in West Hollywood, California.

7 2. The true names and capacities, whether individual, corporate, associate or  
8 otherwise, of the defendants named herein as Does 1 through 25 are unknown to plaintiffs  
9 who, therefore, sue said defendants by such fictitious names. Plaintiffs will amend this  
10 complaint to show their true names and capacities when the same have been ascertained.  
11 Plaintiffs are informed and believe, and thereon allege, that Does 1 through 25 were  
12 responsible in some manner for the acts and transactions hereinafter alleged and are liable  
13 to plaintiffs therefor.

14  
15 **ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

16 3. Forty-one years ago, Michael Chow designed, opened and, since then, has  
17 successfully operated a unique Chinese restaurant in London under the tradename “Mr  
18 Chow.” Michael Chow created, and the “Mr Chow” restaurant featured, original and  
19 unique Chinese dishes, as well as original and unique methods of preparing, refining and  
20 presenting classic Chinese dishes, including 12 “Signature Dishes.” The menu, also  
21 created by Michael Chow, was distinctive, with each dish given an unusual, fanciful  
22 name. Unlike most Chinese restaurants, the restaurant décor was sleek and modern. The  
23 “Mr Chow” restaurant in London became an outstanding success and soon became well  
24 known not only in London, but also among travelers to London from all over the world.

25 In 1974, based on his success in London, Michael Chow – known as “Mr. Chow” –  
26 opened and, since then, has successfully operated a “Mr Chow” restaurant on Camden  
27 Drive in Beverly Hills, California. In 1979, he opened and, since then, has successfully  
28 operated a “Mr Chow” restaurant on 57th Street in New York City; and, in 2006, he

1 opened and has since then successfully operated a "Mr Chow" restaurant in the Tribeca  
2 area of New York City. In 2009, he opened and since then has successfully operated a  
3 "Mr Chow" restaurant in Miami, Florida, which was announced in 2005.

4 4. Each of these "Mr Chow" restaurants has the same unique features and has  
5 followed the same distinctive pattern and procedures as the London "Mr Chow." Each  
6 "Mr Chow" restaurant features the same distinctive menu, with the same unusual and  
7 fanciful names for the dishes it serves. Those dishes include unique dishes based on  
8 original recipes, as well as original and unique methods of preparing, refining and  
9 presenting classic Chinese dishes. The recipes for and mode of preparation and  
10 presentation of such dishes and sauces served at "Mr Chow" restaurants, such as what  
11 defendants call Mr. Chow's 12 "Signature Dishes" and "Mr Chow's" unique, highly  
12 successful and famous satay sauce, as well as the operating procedures, developed and  
13 refined over the years in the Mr Chow restaurants, are plaintiffs' valuable trade secrets.

14 The "Mr Chow" restaurants have been the subject of numerous reports in the media  
15 in many countries and have become famous in London, New York, California and many  
16 parts of the world under the tradename "Mr Chow." For many years, the tradename "Mr  
17 Chow" has not only had secondary meaning as the restaurants created by Michael Chow  
18 and operated by Michael Chow and his companies, but has become a famous tradename in  
19 the restaurant business in the United States, Europe and other parts of the world.

20 5. In 1980, Chak Yam Chau ("Chau"), then a young man with no restaurant  
21 experience, was hired as an assistant in the kitchen of the "Mr Chow" restaurant in New  
22 York City. Until September 2005, Chau worked in "Mr Chow's" kitchen, first as a food  
23 chopper, then as food chopper and expeditor, and, finally, as principal food chopper and  
24 expeditor, a responsible position. Chau was never the "Executive Chef" or "Master Chef"  
25 at any Mr Chow restaurant; and, if he ever actually cooked any of the dishes served in the  
26 "Mr Chow" restaurant, it would only have been on a rare occasion if, for example, a chef  
27 was taken ill or for a staff meal. Chau's job was to chop and to expedite the work of  
28 others in the kitchen.

1           6.       While working for years in the kitchen of the “Mr Chow” restaurant in New  
2       York, Chau learned plaintiffs’ valuable trade secrets, such as the recipes for and  
3       preparation of unique dishes and sauces, and Mr Chow’s unique methods of preparing,  
4       refining and presenting classic dishes, including the 12 Signature Dishes, as well as Mr  
5       Chow’s operating procedures developed and refined over the years.

6           7.       In September, 2005, Chau resigned from his position as principal food  
7       chopper and expeditor in the kitchen of the “Mr Chow” restaurant in New York, signing  
8       his letter of resignation with his correct name “Chau.” Unknown to plaintiffs, Chau had  
9       previously conspired with Morfogen, the operator of a nightclub and an amusement park,  
10      to open a Chinese restaurant in New York City, trading on plaintiffs’ tradename and good  
11      will, imitating the “Mr Chow” restaurants in every way, using plaintiffs’ trade secrets and  
12      passing himself off as the “Chow” in “Mr Chow.” The aim of this conspiracy was to  
13      deceive the public into believing that Chau was or was associated with the “Mr Chow”  
14      and to misappropriate plaintiffs’ business in the relevant market, the conduct of upscale,  
15      highly styled restaurants serving Chinese high cuisine.

16           To carry out that wrongful and disloyal scheme, Chau began calling himself  
17      “Philippe Chow,” although, legally, his last name remains “Chau.” Alternatively, he  
18      referred to himself as “Chef Chow” and even “Mr. Chow.” With Morfogen and other  
19      defendants, Chau proceeded to open his own blatant imitation of the “Mr Chow”  
20      restaurants close to the “Mr Chow” restaurant in New York City.

21           Defendants could, of course, have promoted their New York restaurant using any  
22      one of a hundred names that did not include the name “Chow.” But doing so would not  
23      have created the desired false impression that defendants’ restaurant was “Mr Chow” or  
24      was associated with the famous “Mr Chow” restaurants. So defendants prominently used  
25      the name “Chow” in order to pass their restaurant off as “Mr Chow,” or at least as  
26      associated with the famous “Mr Chow” restaurants; and defendants referred to their  
27      restaurant as “Philippe Chow” or “Philippe’s by Philippe Chow,” and stressed the name  
28

1 “Chow” in advertising and promoting their restaurant in order to confuse potential  
2 customers and divert them from plaintiffs’ restaurant to theirs.

3 8. As plaintiffs ultimately learned, defendants’ attempts to confuse potential  
4 patrons went far beyond simply naming their imitation restaurant. In promoting their  
5 restaurant, for example, defendants advertised and promoted Chau falsely as “Philippe  
6 Chow of the famed Mr. Chow restaurant” and otherwise sought to create the false and  
7 misleading impression that he was the “Chow” of the “Mr Chow” restaurants. Defendants  
8 directed their staff to call him “Mr. Chow” and they were instructed that, when asked if  
9 their restaurant was “Mr Chow” to reply falsely that it was, or to say falsely that the owner  
10 was “Chef Chow” of the “famous Mr Chow restaurants” or that he was the son or brother  
11 of “Mr. Chow.”

12 Over time, plaintiffs learned that defendants escalated their wrongful scheme by  
13 advertising falsely that Chau was the creator of Mr Chow’s unique and famous dishes and  
14 of Mr Chow’s distinctive menu “during his 27 years of cooking at Mr Chow,” that he was  
15 the “Executive Chef” of “Mr Chow” and that he was a “Master Chef” and one of the top  
16 Asian culinary masterminds of the age. Each of those assertions was unequivocally false  
17 and known to defendants to be false when asserted. Chau had nothing to do with creating  
18 any of Mr. Chow’s distinctive dishes or the unique Mr Chow menu, which were created  
19 before he was even hired, and he was never an Executive Chef at “Mr Chow,” but rather  
20 one who chopped food and expedited the work of others. Certainly, he was not a Master  
21 Chef or top culinary mastermind, Asian or otherwise.

22 Subsequently, plaintiffs learned that, to promote customer confusion and to divert  
23 potential customers from plaintiffs’ restaurants, defendants had engaged in internet  
24 misdirection, wrongfully arranging that, when potential customers searched the internet  
25 for “Mr. Chow,” or “Mr. Chow’s Restaurant” defendants’ sponsored link “Mr. Chow New  
26 York” came up, directing the potential customers to defendants’ website instead of the  
27 “Mr Chow” restaurant site for which the potential customers were searching.  
28

1           9.     In addition to creating customer confusion with Chau's newly changed  
2 name and false advertising, defendants misappropriated and based their restaurant on  
3 plaintiffs' valuable trade secrets, including the recipes for "Mr Chow's" unique dishes and  
4 sauces, such as "Mr Chow's" famous satay sauce, and "Mr Chow's" original methods of  
5 revising and preparing classic dishes and the unique business procedures developed and  
6 refined over the years at the Mr Chow restaurants.

7           Furthering his deceptive scheme, defendants copied the distinctive menu of the  
8 "Mr Chow" restaurants, including the 12 "Signature Dishes," slightly changing the  
9 fanciful names Michael Chow had invented for those dishes. For example, "Ma Mignon"  
10 for a steak dish at "Mr Chow" became "Me Mignon" for the same steak dish copied at  
11 Philippe Chow, and "With Three" for a dish of shrimp, chicken and liver at "Mr Chow"  
12 became "Three Within" for the same dish copied at Philippe Chow. Defendants not only  
13 stole the recipe for Mr Chow's satay sauce, they misleadingly promoted it as "Chef  
14 Chow's famous sauce," meaning a sauce Chau himself created as a chef and made  
15 famous. Of course, Chau had nothing to do with the creation of that sauce, and it had  
16 become famous at the "Mr Chow" restaurants, not at defendants' restaurant or because of  
17 Chau or anything he did.

18           Once every evening at the Mr Chow restaurants, a chef leaves the kitchen and  
19 dramatically demonstrates in the dining room the ancient art of creating noodles from a  
20 single mound of dough, spinning the noodles out of the dough and into the air before the  
21 diners' eyes. Mr. Chow was the first to introduce this dramatic performance outside of  
22 China, doing so more than 40 years ago. Over time, plaintiffs learned that even this  
23 theatrical noodle show was being copied by Chau, used in defendants' restaurants and  
24 falsely advertised by defendants as Chau's own unique creation.

25           10.   When defendants learned that plaintiffs planned to open a "Mr Chow"  
26 restaurant in Miami, Florida, defendants rushed to open their own Philippe Chow  
27 restaurant close to plaintiffs' proposed location, in order to confuse the Miami market and  
28 appropriate Mr Chow's customers, as they had done in New York. In Miami, defendants

1 continued their campaign of unfair competition, including their passing Chau off as "Mr.  
2 Chow" the "Chow" in "Mr Chow" or associated with Mr Chow or as the former  
3 "executive chef" of "Mr Chow," as well as their false advertising and theft of plaintiffs'  
4 trade secrets, all as alleged hereinabove. Defendants even represented publicly that they  
5 had restaurants not only in New York and Miami, but also in Beverly Hills, which was  
6 untrue and was designed to create a false association with "Mr Chow" and the well known  
7 Mr Chow restaurant in Beverly Hills.

8 11. After the Mr Chow restaurant opened in Miami in 2009, defendants hired a  
9 spy to gain illicit entry into the kitchen of that Mr Chow restaurant falsely disguised as a  
10 chef, wearing a chef's outfit and equipped with a cell phone camera, to photograph and  
11 report back to defendants on the personnel, equipment and procedures employed in the  
12 Miami Mr Chow's.

13 12. On or about July 8, 2009, plaintiffs filed an action against defendants other  
14 than Chau West Coast in the United States District Court for the Southern District of  
15 Florida, Miami Division (the "Florida Action") with respect to the foregoing acts of  
16 misconduct and others, including trademark infringement and violation of the Lanham  
17 Act. That action is still pending.

18 13. Defendants have, over the years, engaged in a continuing campaign of  
19 inducing employees at the "Mr Chow" restaurants to terminate their employment and  
20 come to work in defendants' restaurant and, once there, to disclose to defendants or use in  
21 defendants' restaurants any of plaintiffs' trade secrets of which they were aware. To  
22 induce such employees to sever their relationship with plaintiffs, defendants have used  
23 unlawful means, such as offering such employees illegal compensation and benefits,  
24 which lawfully operated restaurants, such as "Mr Chow," could not and would not offer.

25 14. Defendants, through Chau West Coast, have announced the opening of a  
26 Philippe Chow restaurant in West Hollywood, California, where Chau and his restaurants  
27 have previously been unknown. This West Hollywood restaurant will imitate the Mr  
28 Chow restaurants in every way, and defendants will try to pass off their new restaurant as



1 associated with plaintiffs' famous and successful "Mr Chow" restaurant a few minutes  
2 away in Beverly Hills. Defendants are continuing and will continue, in California,  
3 through Chau West Coast, every aspect and element of their unfair, wrongful and  
4 fraudulent conduct alleged hereinabove. In California, Chau West Coast will engage in  
5 the same acts of unfair competition, false advertising and false and misleading uses of the  
6 tradename "Chow" and Mr Chow" committed by the other defendants in New York and  
7 Florida, as alleged hereinabove.

8 Defendants have already announced the new California restaurant, owned and  
9 operated by Chau West Coast, by prominently stressing the name "PHILIPPE CHOW"  
10 which, as alleged hereinabove, is not even Chau's true name. Attached as Exhibit "A"  
11 hereto is a copy of defendants' announcement. As a part of their pattern of unfair  
12 competition, defendants have, by the unlawful means alleged hereinabove, induced chefs  
13 and other key employees of the Beverly Hills "Mr Chow" restaurant to leave plaintiffs'  
14 employ to work in defendants' copycat restaurant in West Hollywood and there to  
15 disclose confidential information and to violate their agreements with plaintiffs.  
16 Defendants have, by such unlawful means, attempted to induce other chefs and key  
17 employees of the Beverly Hills Mr Chow restaurant to come to work in defendants' West  
18 Hollywood restaurant and to violate their contractual obligations to plaintiffs.

19 15. Defendants' conduct, as alleged hereinabove, has caused and will continue  
20 to cause significant confusion in the relevant market in California. In addition, it will  
21 result in the false public perception in California that Chau is "Mr. Chow" of the Mr  
22 Chow restaurant and that defendants' imitation in West Hollywood is a Mr Chow  
23 restaurant, or at least is associated with "the famed Mr Chow restaurants." The public in  
24 California will believe the many false and fraudulent claims in defendants' advertising as  
25 alleged hereinabove.

26 16. Compounding their other acts of unfair competition, defendants have, in  
27 each of their restaurants, surreptitiously engaged in unfair and illegal methods of  
28 providing compensation and benefits to their employees, in order to lure employees away

1 from plaintiffs and to reduce the operating costs of defendants' restaurants, a procedure  
2 not possible for lawfully operated restaurants such as "Mr Chow," placing plaintiffs'  
3 restaurants at a commercial disadvantage. Plaintiffs are informed and believe and, on that  
4 ground, allege that defendants are continuing that unfair and illegal conduct in the  
5 operation of their West Hollywood restaurant.

6 17. Over the years since the opening of defendants' first restaurant, and  
7 particularly escalating since the filing of the Florida action in 2009, plaintiffs' employees  
8 have received harassing and even threatening phone calls, including large group  
9 reservations for no-shows, bogus calls purporting to place vast and expensive takeout  
10 orders which are never picked up, and calls threatening plaintiffs' employees with  
11 violence. In addition, over the years since defendants' restaurants have been in business,  
12 "Mr Chow" restaurants have been subjected to suspicious acts of property damage, such  
13 as defacing paint on a "Mr Chow" sign. Most recently, the glass door of the Beverly Hills  
14 "Mr Chow" restaurant was "mysteriously" and deliberately smashed.

15 Plaintiffs are informed and believe and, on that ground, allege that such  
16 harassment, threats and such property damage were the acts of defendants' agents,  
17 committed at defendants' instance and direction.

### 18 19 FIRST CAUSE OF ACTION

#### 20 **(Unfair Competition – Against All Defendants)**

21 18. Plaintiffs incorporate by reference paragraphs 1 through 17 hereinabove as  
22 though fully set forth herein.

23 19. The acts of defendants in California alleged hereinabove will and do already  
24 constitute an unfair and fraudulent business practice and thus are unfair competition as  
25 defined in California Business and Professions Code Sections 17,200 et seq.

26 20. Unless enjoined by this Court, defendants will engage in the wrongful  
27 conduct alleged hereinabove in California, as a result of which plaintiffs will suffer severe  
28 and irreparable harm for which they have no adequate remedy at law, in that, while some

1 damages caused by that conduct are ascertainable, the full amount of the damages caused  
2 and that will be caused by defendants' conduct can never be fully ascertained.

3 21. As a direct and proximate result of defendants misconduct so alleged,  
4 defendants will be unjustly enriched, and plaintiffs are entitled to restitution in a sum as  
5 yet unknown but which plaintiffs are informed and believe and, on that ground, allege  
6 will, to the extent ascertainable, exceed the sum of \$10 million.

7 22. Defendants' wrongful acts are and will be committed fraudulently, as  
8 alleged hereinabove, as well as maliciously and oppressively, deliberately intending such  
9 conduct to harm plaintiffs. As a result, plaintiffs are entitled to punitive damages and  
10 their attorneys' fees.

## 11 12 SECOND CAUSE OF ACTION

### 13 (False Advertising – Against Chau West Coast)

14 23. Plaintiffs incorporate by reference paragraphs 1 through 17 hereinabove as  
15 though fully set forth herein.

16 24. The false statements of defendants alleged hereinabove will and do already  
17 constitute false advertising by Chau West Coast in violation of California Business and  
18 Professions Code § 17,200 et seq. and § 17,500 et seq.

19 25. As a direct and proximate result of said defendant's misconduct, it will be  
20 unjustly enriched and plaintiffs will suffer substantial monetary damages and be entitled  
21 to restitution in a sum as yet unknown but which plaintiffs are informed and believe and,  
22 on that ground, allege will, to the extent ascertainable, exceed the sum of \$10 million.

23 26. Unless enjoined by this Court, Chau West Coast will engage in the wrongful  
24 conduct alleged hereinabove in California, as a result of which plaintiffs will suffer severe  
25 and irreparable harm for which they have no adequate remedy at law, in that, while some  
26 damages caused by that conduct are ascertainable, the full amount of the damages caused  
27 and that will be caused by defendants' conduct can never be fully ascertained.

1           27. Said defendant's wrongful acts are and will be committed fraudulently, as  
2 alleged hereinabove, as well as maliciously and oppressively, deliberately intending such  
3 conduct to harm plaintiffs. As a result, plaintiffs are entitled to punitive damages and  
4 their attorneys' fees.

5  
6                                   **THIRD CAUSE OF ACTION**

7                           **(Lanham Act Violations – Against Chau West Coast)**

8           28. Plaintiffs incorporate by reference paragraphs 1 through 17 hereinabove as  
9 though fully set forth herein.

10           29. The conduct of Chau West Coast alleged hereinabove will and does already  
11 constitute the false and misleading designation of origin, association or sponsorship, as  
12 well as false and misleading advertising in violation of the Lanham Act, 15 U.S.C.  
13 § 1125(a).

14           30. As a direct and proximate result of said defendant's misconduct, plaintiffs  
15 have suffered and will suffer substantial monetary damages in a sum as yet unknown but  
16 which plaintiffs are informed and believe and, on that ground, allege will, to the extent  
17 ascertainable, exceed the sum of \$10 million.

18           31. Unless enjoined by this Court, Chau West Coast will engage in the wrongful  
19 conduct alleged hereinabove in California, as a result of which plaintiffs will suffer severe  
20 and irreparable harm for which they have no adequate remedy at law, in that, while some  
21 damages caused by that conduct are ascertainable, the full amount of the damages caused  
22 and that will be caused by defendants' conduct can never be fully ascertained.

23           32. Said defendant's wrongful acts are and will be committed fraudulently, as  
24 alleged hereinabove, as well as maliciously and oppressively, deliberately intending such  
25 conduct to harm plaintiffs. As a result, plaintiffs are entitled to punitive damages and  
26 their attorneys' fees.

**FOURTH CAUSE OF ACTION**

**(Common Law Tradename Infringement – Against Chau West Coast).**

33. Plaintiffs incorporate by reference paragraphs 1 through 17 hereinabove as though fully set forth herein.

34. The conduct of Chau West Coast alleged hereinabove already does and will, in the future, constitute the infringement of plaintiffs' common law tradename "Mr Chow."

35. As a direct and proximate result of said defendant's misconduct, plaintiffs will suffer substantial monetary damages in a sum as yet unknown but which plaintiffs are informed and believe and, on that ground, allege will, to the extent ascertainable, exceed the sum of \$10 million.

36. Unless enjoined by this Court, Chau West Coast will engage in the wrongful conduct alleged hereinabove in California, as a result of which plaintiffs will suffer severe and irreparable harm for which they have no adequate remedy at law, in that, while some damages caused by that conduct are ascertainable, the full amount of the damages caused and that will be caused by defendants' conduct can never be fully ascertained.

37. Said defendant's wrongful acts are and will be committed fraudulently, as alleged hereinabove, as well as maliciously and oppressively, deliberately intending such conduct to harm plaintiffs. As a result, plaintiffs are entitled to punitive damages.

**FIFTH CAUSE OF ACTION**

**(Tortious Interference – Against all Defendants)**

38. Plaintiffs incorporate by reference paragraphs 1 through 17 hereinabove as though fully set forth herein.

39. Defendants' acts alleged hereinabove constitute tortious interference with the advantageous relationships between plaintiffs and their employees, carried out by means of unlawful and illegal conduct, as alleged hereinabove.

1           40. As a direct and proximate result of defendants misconduct, plaintiffs have  
2 suffered and will suffer substantial monetary damages in a sum as yet unknown.

3           41. Defendants' wrongful acts were committed unlawfully, as alleged  
4 hereinabove, as well as maliciously and oppressively, deliberately intending such conduct  
5 to harm plaintiffs. As a result, plaintiffs are entitled to punitive damages.

6           WHEREFORE, plaintiffs pray judgment as follows:

7           1. For \$10 million or such greater sum as shall be found, plus interest at the  
8 highest lawful rate.

9           2. That, permanently and pending final judgment, defendant Philippe West  
10 Coast LLC, and its agents, officers, representatives and members, be enjoined from using  
11 the name "Chow" as a part of or in connection with the name of said defendant's West  
12 Hollywood restaurant or using the name "Chow" or "Mr Chow" in advertising or  
13 promoting that restaurant, and from implying that Chau is or was associated with or  
14 related to "Mr Chow" or that defendants' said restaurant is or was associated with the Mr  
15 Chow restaurants or from stating that Chau was the Executive chef at Mr Chow's  
16 restaurant or was anything but a chopper and expeditor or that he is a "Master Chef" or  
17 "Top Asian Culinary Mastermind" or otherwise advertising falsely, and from offering or  
18 serving any of the 12 Signature Dishes of the Mr Chow restaurants or from falsely stating  
19 or implying that Chau is the creator of any such dish or the creator of Mr Chow's  
20 distinctive menu, and that, permanently and pending final judgment, all defendants be  
21 enjoined from seeking to induce plaintiffs' employees to sever their relationships with  
22 plaintiffs or from compensating or offering to compensate employees with illegal methods  
23 of compensation, or from making or continuing any arrangement by which persons  
24 searching the internet for "Mr Chow" or a Mr Chow restaurant are referred to defendants'  
25 website.

26           3. For punitive damages and plaintiffs' reasonable attorneys' fees; and  
27  
28

4. For costs of suit and such other relief as this Court shall deem proper.

DATED: September 24, 2009

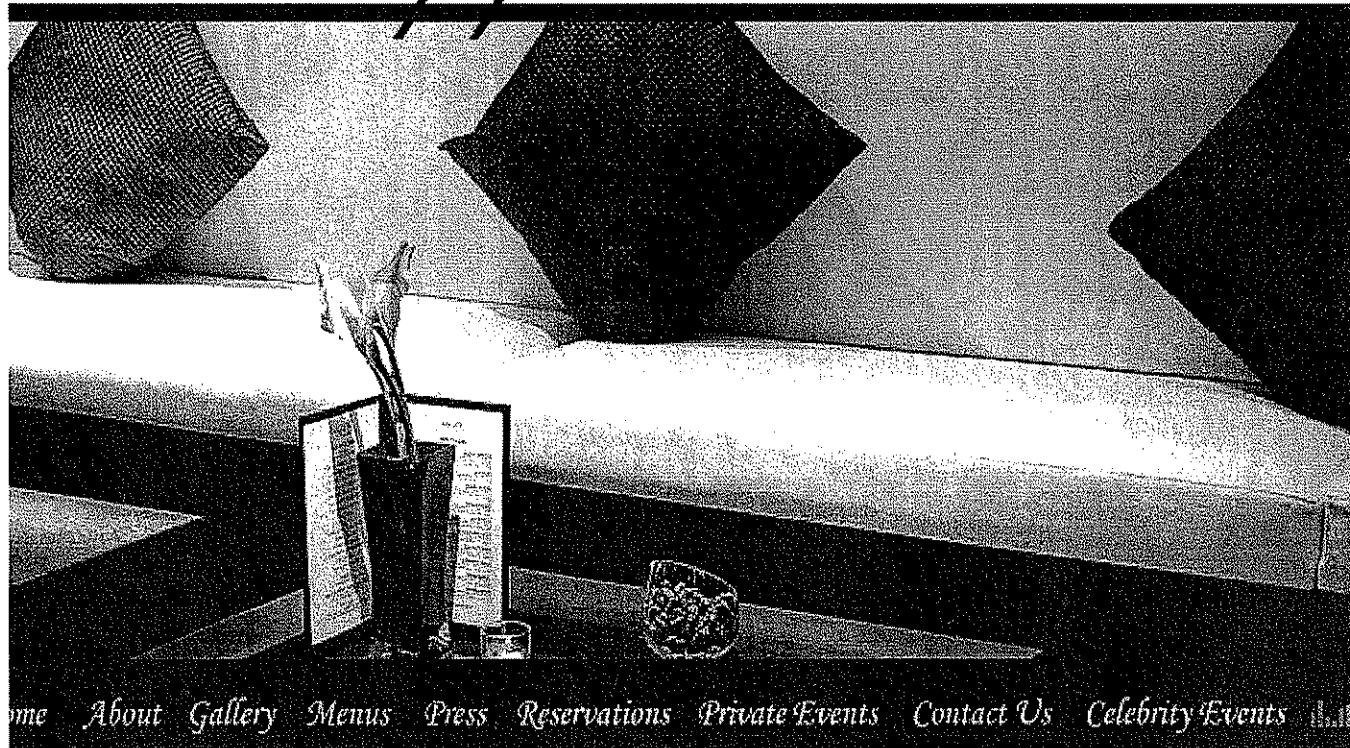
GREENBERG GLUSKER FIELDS  
CLAMAN & MACHTINGER LLP

By: 

BERTRAM FIELDS

Attorneys for Plaintiffs MICHAEL CHOW  
also known as "MR. CHOW" and MR CHOW  
ENTERPRISES, LTD., a California Limited  
Partnership

# Philippe



## GRAND OPENING PHILIPPE WEST HOLLYWOOD OCTOBER 1ST, 2009

8284 MELROSE AVE, LOS ANGELES, CA 90046  
T: 323.951.1100

[Reservations@philippechow.com](mailto:Reservations@philippechow.com)

### Hours of Operation:

Monday - Saturday: 12-4, featuring our \$20.09 3 course lunch  
Monday - sat dinner from 6-12AM  
Sunday - 3pm to 12 AM dinner only.

## Philippe Chow

EXPRESS