
Rahel Goharchin J., Esq.

23901 Calabasas Rd., Suite 2018

Calabasas Ca 91302

Tel.: (818) 468-9995

Fax: (818) 578-6363

Email: Info@beckgoharchin.com

SENT BY FIRST CLASS U.S. MAIL & FACSIMILE TRANSMISSION TO: (213) 482-6591


April 5, 2018

C.F. 18-0160-544

Attention: Clerk of the Council
Office of the City Clerk
200 North Spring Street
Room 395
Los Angeles, California 90012

Re: Written Protest

Hearing Date: April 18, 2018 10:00 a.m.
APN: 4303-019-001
Subject Property: 8626 West Pico Blvd. Los Angeles, CA 90035
Invoice Number: 660624

BY 
CITY CLERK
DEPUTY
2018 APR -9 PM 3:15
RECEIVED
CITY CLERK'S OFFICE

To Whom It May Concern:

I represent Mr. David Javaheri and Sason Catering, the tenant at the above-referenced Subject Property.

My client received the Notice of Hearing posted on the Subject Property last month, indicating a hearing date of April 18, 2018 for an Order to Comply and Notice of Fee from July 02, 2013 regarding the stated violation: "approximate 5' x 12' shed in the parking lot was built without the required permits and approvals." Last month was the first time my client saw the Exhibit D Order To Comply and Notice of Fee that comprises the last pages of the Notice of Hearing. The Order to Comply is dated July 02, 2013. Attached hereto as Exhibit 1 is the Declaration of David Javaheri. Attached hereto as Exhibit 2 is a true and correct copy of the subject Notice of Hearing.

I first spoke to the inspector listed in the Order to Comply on March 12, 2018. After I explained that this is the first time we are seeing the July 02, 2013 Order to Comply, he advised that we remove the shed and that we complete and submit Claim of LADBS Lien Processing Error form with supporting documents, which we have done in conjunction with this written protest and will submit following approval and signature from the Subject Property Owner. The shed that is the subject of the Order to Comply has been removed. See, Exhibit 1 Declaration of David Javaheri, pg. 1 ¶ 4. After speaking with your office today, I called the inspector again to schedule an inspection since the subject shed has been removed and am awaiting a return call.


My client and the current Management Company, The Eberly Company, are unaware of who received the 2013 Order to Comply and paid the fine associated with the Order. Although my client was the tenant at the Subject Property in 2013, the current owner of the company Sason Catering, David Javaheri, recently obtained full ownership of the company on November 30, 2016. Attached

Clerk of the Council
April 5, 2018
Page 2 of 2

hereto as Exhibit 3 is a true and correct copy of the Sason Catering Stock Purchase Agreement. Five years previous to the execution of the 2016 Stock Purchase Agreement, co-owner Navaz Zaghi was responsible for the company's office affairs and accounting and was suffering from the later stages of Parkinson's disease, experiencing loss of balance, tremors, impaired memory and writing and was coming to the office with a walker. *See, Exhibit 1* Declaration of David Javaheri, pg. 1 ¶ 5. Mr. Zaghi left the company following the signing of the November 30, 2016 Stock Purchase Agreement. *See, Exhibit 1* Declaration of David Javaheri, pg. 1 ¶ 5 and Exhibit 3 Sason Catering Stock Purchase Agreement. Owner David Javaheri has found many accounting errors and office matters that were not addressed since taking control of the office affairs in 2016. *See, Exhibit 1* Declaration of David Javaheri, pg. 1 ¶ 5. My client does not know if Mr. Zaghi was aware or not of the 2013 Notice to Comply; as mentioned above currently Sason Catering owner was not made aware of the Notice to Comply until the Notice of Hearing was posted on the Subject Property recently. *Id.*

Considering the above, my client respectfully requests that the Los Angeles City Council waive the \$2,417.59 charge, not record a lien for said amount on the Subject Property and take the April 18, 2018 hearing off calendar.

Sincerely,



Rahel Goharchin J., Esq.

cc: Client, David Javaheri/Sason Catering Inc. and the The Eberly Company

EXHIBIT 1

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DECLARATION OF DAVID JAVAHERI

I, David Javaheri, declare as follows:

1. I am an individual over the age of eighteen years and a resident of the County of Los Angeles, State of California. At all relevant times herein, I have been the President of Sason Catering, Inc., Defendant herein, and the facts state in this declaration are true and correct and of my own personal knowledge, If called to testify regarding the facts, herein, I could and would so truthfully testify.

2. Sason Catering, Inc. is a California licensed corporation which operates a small office adjoining a kitchen on 8626 West Pico Boulevard, Los Angeles, CA 90035 ("Subject Property"). Sason Catering has been the tenant at the Subject Property for the past 25 years.

3. I received the Notice of Hearing posted on the Subject Property last month, indicating a hearing date of April 18, 2018 for an Order to Comply and Notice of Fee from July 02, 2013 regarding the stated violation: "approximate 5' x 12' shed in the parking lot was built without the required permits and approvals." Last month was the first time I saw the Exhibit D Order To Comply and Notice of Fee that comprises the last pages of the Notice of Hearing. *See, Exhibit 2* Notice of Hearing.

4. After reading the Notice of Hearing and speaking to my attorney last month, I had the shed indicated in the Order to Comply removed.

5. I am not sure what happened in 2013, whereby the subject Order to Comply was not brought to my attention. I am not aware of who received the 2013 Order to Comply and paid the fine associated with that Order. Please understand that I recently obtained full ownership of the company Sason Catering on November 30, 2016. *See, Exhibit 3* Sason Catering Stokck Purchase Agreement. Five years previous to the execution of the 2016 Stock Purchase Agreement, co-owner Navaz Zaghi was responsible for the company's office affairs and accounting and was suffering from the later stages of Parkinson's disease, experiencing loss of balance, tremors, impaired memory and writing and was coming to the office with a walker. Mr. Zaghi left the company following the signing of the November 30, 2016 Stock Purchase Agreement. Since taking control of the office affairs in 2016, I have found many accounting errors and office matters that were not addressed. I do not know if Mr. Zaghi was aware or not of the 2013 Notice to Comply; as mentioned above I was not made aware of the Notice to Comply until the Notice of Hearing was posted on the Subject Property recently.

DECLARATION OF DAVID JAVAHERI

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6. Considering the above, I respectfully request that the Los Angeles City Council waive the \$2,417.59 charge, not record a lien for said amount on the Subject Property and take the April 18, 2018 hearing off calendar.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct except as to those matters stated on information and belief and as to those matters I believe them to be true.

Executed this 5th day of April 2018 at Tarzana, California.



DAVID JAVAHERI
Declarant

EXHIBIT 2

CITY OF LOS ANGELES

CALIFORNIA



ERIC GARCETTI
MAYOR

DEPARTMENT OF
BUILDING AND SAFETY
201 NORTH FIGUEROA STREET
LOS ANGELES, CA 90012

FRANK M. BUSH
GENERAL MANAGER

OSAMA YOUNAN, P.E.
EXECUTIVE OFFICER

BOARD OF
BUILDING AND SAFETY
COMMISSIONERS

VAN AMBATIOLOS
PRESIDENT

E. FELICIA BRANNON
VICE PRESIDENT

JOSELYN GEAGA-ROSENTHAL
GEORGE HOVAGUIMIAN
JAVIER NUNEZ

NOTICE OF HEARING POSTING COPY

DATE: **March 2, 2018**

APN: **4303-019-001**

Council District :# **5**

Regarding the property known as:

8626 WEST PICO BLVD., LOS ANGELES, CA

Under the Authority of the provisions of
Chapter IX, Articles 1 and 8, of the Los Angeles Municipal Code
and

Division 7, Chapter 1, Article 4.6 of the Los Angeles Administrative Code

Pursuant to the provisions of Section 98.0411, Section 98.0402 and Section 91.103 of the Los Angeles Municipal Code, the Department of Building and Safety filed a Notice of Pending Lien with the Los Angeles County Recorder's Office to recover a portion of the inspection and administrative costs incurred by the Department while identifying, investigating and securing compliance of code violations and/or performing annual inspections at the property located at: **8626 West Pico Blvd., Los Angeles, California**, (the "Property"). A copy of the title report containing a full legal description of the property is attached as Exhibit "A". A list of code violations is also attached as Exhibit "D".

The Department has advised the Los Angeles City Council (the "City Council") of the code enforcement costs incurred in identifying and investigating the code violations and/or performing the annual inspections referenced above. These costs include any relevant late charges or collection fees and interest at 1% per month after 60 days of nonpayment. The total amount due is **\$2,417.59**. It is the Department's recommendation that a lien in this amount be recorded against the property pursuant to Section 7.35.3 of the Los Angeles Administrative Code.

The property owner and all interested parties referenced in the attached list (Exhibit "B") are hereby given notice that the City Council will consider the Department's report on the code enforcement costs referenced above and decide whether to approve the proposed lien. **The hearing will be held on Wednesday, April 18, 2018, at 10:00 a.m. in the Los Angeles City Council Chamber Hall located at 200 North Spring Street, Room 340, Los Angeles, California.** The property owner and all interested parties shall have 45 days from the date of this notice to pay the above referenced fee before the lien is recorded.

The owner and all interested parties may appear at the City Council Hearing to object to the confirmation of the proposed lien in the amount specified. Failure to appear at the City Council Hearing may result in the recordation of the proposed lien against the property and the placement of this Direct Assessment on the Secured Tax Roll for the County of Los Angeles without further notice.

**NOTICE OF HEARING
POSTING COPY**

DATE: **March 2, 2018**

APN #: **4303-019-001**

Regarding the property known as:


8626 WEST PICO BLVD., LOS ANGELES, CA

If you are planning to file a written protest, please provide 1 copy not later than ten (10) days in advance of the hearing date to the Office of the City Clerk, 200 North Spring Street, Room 395, Los Angeles, CA 90012, Attention: Clerk of the Council.

For additional information, contact Financial Services at telephone number (213) 482-6890.

This Notice of Hearing is being served pursuant to Division 7, Chapter 1, Article 4.6, Section 7.35.3 (f) of the Los Angeles Administrative Code.

DEPARTMENT OF BUILDING AND SAFETY



for Charles Kalbbala

EXHIBIT A



P.O. BOX 5152
CULVER CITY, CA 90231
Phone 310-943-9235 latitle@in2-res.com

Property Title Report

Work Order No. T14715
Dated as of: 10/03/2017

Prepared for: City of Los Angeles

SCHEDULE A (Reported Property Information)

APN #: 4303-019-001

Property Address: 8626 W PICO BLVD ✓ City: Los Angeles County: Los Angeles

VESTING INFORMATION

Type of Document: INDIVIDUAL QUITCLAIM DEED

Grantee : K & S ENTERPRISES

Grantor : SYLVIA E. KRONE AND JULIE ANDREA STEIN CO-TRUSTESS OF THE VICTOR E. KRONE

Deed Date : 01/29/1985

Recorded : 03/17/1986

Instr No. : 86-333622

MAILING ADDRESS: K & S ENTERPRISES
PO BOX 2655 BEVERLY HILLS CA 90213

SCHEDULE B

LEGAL DESCRIPTION

Lot: 86 Tract No: 7385 Abbreviated Description: LOT:86 CITY:REGION/CLUSTER: 25/25692
TR#: 7385 TRACT # 7385 LOT 86 City/Muni/Twp: REGION/CLUSTER: 25/25692

MORTGAGES/LIENS

We find no Open Mortgages/Deeds of Trust of Record.

EXHIBIT B

ASSIGNED INSPECTOR: **JOHN MATTILLO**
JOB ADDRESS: **8626 WEST PICO BLVD., LOS ANGELES, CA**
ASSESSORS PARCEL NO. (APN): **4303-019-001**

Date: **March 2, 2018**

Last Full Title: **10/3/2017**

Last Update to Title:

LIST OF OWNERS AND INTERESTED PARTIES

- 1). K&S ENTERPRISES
PO BOX 2655
BEVERLY HILLS, CA 90213 CAPACITY: OWNER

BOARD OF
BUILDING AND SAFETY
COMMISSIONERS

HELENA JUBANY
PRESIDENT

VAN AMBATIELOS
VICE-PRESIDENT

E. FELICIA BRANNON
VICTOR H. CUEVAS
SEPAND SAMZADEH

CITY OF LOS ANGELES
CALIFORNIA



ERIC GARCETTI
MAYOR

DEPARTMENT OF
BUILDING AND SAFETY
201 NORTH FIGUEROA STREET
LOS ANGELES, CA 90012

RAYMOND S. CHAN, C.E., S.E.
SUPERINTENDENT OF BUILDING
INTERIM GENERAL MANAGER

ORDER TO COMPLY AND NOTICE OF FEE

JUL 02 2013

SASON CATERING
8626 W PICO BLVD
LOS ANGELES, CA 90035

EG

CASE #: 503361
ORDER #: A-3279826
EFFECTIVE DATE: July 03, 2013
COMPLIANCE DATE: August 02, 2013

APPL OF
SITE ADDRESS: 8626 W PICO BLVD
ASSESSORS PARCEL NO.: 4303-019-001
ZONE: C4; Commercial Zone

An inspection has revealed that the property (Site Address) listed above is in violation of the Los Angeles Municipal Code (L.A.M.C.) sections listed below. You are hereby ordered to correct the violation(s) and contact the inspector listed in the signature block at the end of this document for a compliance inspection by the compliance date listed above.

FURTHER, THE CODE VIOLATION INSPECTION FEE (C.V.I.F) OF \$ 356.16 (\$336 fee plus a six percent Systems Development Surcharge of \$20.16) WILL BE BILLED TO THE PROPERTY OWNER as it appears on the last equalized assessment roll. Section 98.0421 L.A.M.C

NOTE: FAILURE TO PAY THE C.V.I.F. WITHIN 30 DAYS OF THE INVOICE DATE OF THE BILL NOTED ABOVE WILL RESULT IN A LATE CHARGE OF TWO (2) TIMES THE C.V.I.F. PLUS A 50 PERCENT COLLECTION FEE FOR A TOTAL OF \$1,176.00. Any person who fails to pay the fee, late charge and collection fee, shall also pay interest. Interest shall be calculated at the rate of one percent per month.

The inspection has revealed that the property is in violation of the Los Angeles Municipal Code as follows:

VIOLATION(S):

1. The approximate 5' x 12' shed in the parking lot was built without the required permits and approvals.

You are therefore ordered to: Demolish and remove the unapproved construction or submit plans, obtain permits, and obtain all required inspections.

Code Section(s) in Violation: 91.8105, 91.103.1, 91.5R103.1, 12.21A.1(a) of the L.A.M.C.

NON-COMPLIANCE FEE WARNING:

YOU ARE IN VIOLATION OF THE L.A.M.C. IT IS YOUR RESPONSIBILITY TO CORRECT THE VIOLATION(S) AND CONTACT THE INSPECTOR LISTED BELOW TO ARRANGE FOR A COMPLIANCE INSPECTION BEFORE THE NON-COMPLIANCE FEE IS IMPOSED. Failure to correct the violations and arrange for the compliance inspection within 15 day from the Compliance Date, will result in imposition of the fee noted below.

In addition to the C.V.I.F. noted above, a proposed noncompliance fee in the amount of \$550.00 may be imposed for failure to comply with the order within 15 days after the compliance date specified in the order or unless an appeal or request for slight modification is filed within 15 days of the compliance date.

If an appeal or request for slight modification is not filed within 15 days of the compliance date or extensions granted therefrom, the determination of the department to impose and collect a non-compliance fee shall be final. Section 98.0411 L.A.M.C.

NOTE: FAILURE TO PAY THE NON-COMPLIANCE FEE WITHIN 30 DAYS AFTER THE DATE OF MAILING THE INVOICE, MAY RESULT IN A LATE CHARGE OF TWO (2) TIMES THE NON-COMPLIANCE FEE PLUS A 50 PERCENT COLLECTION FEE FOR A TOTAL OF **\$1,925.00**.

Any person who fails to pay the non-compliance fee, late charge and collection fee shall also pay interest. Interest shall be calculated at the rate of one percent per month.

PENALTY WARNING:

Any person who violates or causes or permits another person to violate any provision of the Los Angeles Municipal Code (L.A.M.C.) is guilty of a misdemeanor which is punishable by a fine of not more than \$1000.00 and/or six (6) months imprisonment for each violation. Section 11.00 (m) L.A.M.C.

INVESTIGATION FEE REQUIRED:

Whenever any work has been commenced without authorization by a permit or application for inspection, and which violates provisions of Articles 1 through 8 of Chapter IX of the Los Angeles Municipal Code (L.A.M.C.), and if no order has been issued by the department or a court of law requiring said work to proceed, a special investigation fee which shall be double the amount charged for an application for inspection, license or permit fee, but not less than \$400.00, shall be collected on each permit, license or application for inspection. Section 98.0402 (a) L.A.M.C.

APPEAL PROCEDURES:

There is an appeal procedure established in this city whereby the Department of Building and Safety and the Board of Building and Safety Commissioners have the authority to hear and determine error or abuse of discretion, or requests for slight modification of the requirements contained in this order when appropriate fees have been paid. Section 98.0403.1 and 98.0403.2 L.A.M.C.

If you have any questions or require any additional information please feel free to contact me at (213)252-3035. Office hours are 7:00 a.m. to 3:30 p.m. Monday through Thursday.

Inspector: _____

Date: June 27, 2013


JOHN MATTILLO
3550 WILSHIRE BLVD. SUITE 1800
LOS ANGELES, CA 90010
(213)252-3035
John.Mattillo@lacity.org


REVIEWED BY

EXHIBIT D

ASSIGNED INSPECTOR: **JOHN MATTILLO**
JOB ADDRESS: **8626 WEST PICO BLVD., LOS ANGELES, CA**
ASSESSORS PARCEL NO. (APN): **4303-019-001**

Date: **March 2, 2018**

CASE#: **503361**
ORDER NO: **A-3279826**

EFFECTIVE DATE OF ORDER TO COMPLY: **July 3, 2013**
COMPLIANCE EXPECTED DATE: **August 2, 2013**
DATE COMPLIANCE OBTAINED: **No Compliance to Date**

LIST OF IDENTIFIED CODE VIOLATIONS (ORDER TO COMPLY)

VIOLATIONS:

SEE ATTACHED ORDER # A-3279826

EXHIBIT 3

STOCK PURCHASE AGREEMENT

This Agreement is entered into on Nov. 30, 2016, effective as of that date, as agreed by all parties, and is executed in Los Angeles, California, by and between NAVAZ ZAGHI and ANA BANDARIZADEH ZAGHI, in their individual capacities, and as Trustees of THE ZAGHI FAMILY TRUST (hereinafter collectively referred to as "Seller"), and BAHADOR JAVAHERIFAR aka DAVID JAVAHERI, in his individual capacity, and DAVID JAVAHERI and RAHEL GOHARCHIN as Trustees of the JAVAHERI-GOHARCHIN FAMILY TRUST, (hereinafter collectively referred to as "Seller").

Recitals

WHEREAS, the authorized capital stock of SASON CATERING, INC., a California Corporation aka SHADI CATERING (the "Corporation") consists of ten thousand (10,000) shares of common stock, of which all ten thousand (10,000) shares are presently issued and outstanding;

WHEREAS, Seller is the owners and registered holders of five thousand (5,000) shares of the capital stock of the Corporation, representing a fifty percent (50%) ownership interest in the Corporation;

WHEREAS, Seller desires to sell all of Seller's five thousand (5,000) shares, representing a fifty percent (50%) ownership interest in the Corporation ("the Shares"), to Buyer and Buyer desires to purchase the Shares from Seller;

WHEREAS, Seller and Buyer have had a strained relationship that has resulted in this decision to separate and buy-out and the Corporation's employees and customers are aware of said relationship problem; and

WHEREAS, Seller fully intends on opening a competing Catering business in California, including the Los Angeles area, and including but not limited to Kosher, Kosher-Style and/or Glatt-Kosher catering, this Agreement shall not be interpreted in any way to prevent or discourage Seller, or any corporation Seller should form, from directly competing with the Corporation.

Attorney's Representations

The parties to this Agreement acknowledge that the Corporation's counsel, AFSHIN A. ASHER, prepared this Stock Purchase Agreement on behalf of and in the course of his representation the Corporation, mediating the parties in their reaching this agreement, and that Buyer and Seller have understood and signed a Conflict of Interest Waiver with respect to said representation and have had the opportunity and have sought the advice of their respective independent legal

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counsel, who have approved of the form and substance of this Agreement, and tax consultant.

Agreement

NOW THEREFORE, in consideration of the mutual covenants, agreements, representations, and warranties contained in this Agreement, the parties agree as follows:

Section 1. Purchase and Sale of Shares

Subject to the terms and conditions set forth in this Agreement, Seller hereby assign, transfer and convey the Shares to Buyer, and Buyer hereby acquires and purchases the Shares from Seller.

Section 2. Purchase Price and Payment

The total purchase price for the Shares being transferred under this Agreement is Four Hundred Fifty Dollars (\$450,000.00). As full payment for the sale and purchase and thereby transfer of the Shares from Seller to Buyer, buyer must deliver the following:

An initial deposit of \$50,000 to be paid by check upon the Closing; and,

The balance of \$400,000 to be paid by check within seven (7) business days of the Closing.

Buyer must deliver and Seller will acknowledge receipt of the purchase funds in the form of a bank check, and, Seller will transfer their Shares, fully endorsed, to the Buyer in the name of the Buyer, at the same time of the execution of this Agreement and the terms and conditions are binding and enforceable upon full execution.

Section 3. Miscellaneous Deal Points

The parties further agree:

(a) Digital Assets

Sasoncatering.com domain name, URL, email addresses and internet listings and digital assets related to the business of the Corporation are the sole and exclusive property of the Corporation. To the extent that the ownership and management rights of said digital assets are owned by either of the parties, that party shall transfer those assets to the Buyer on or before the Closing. Thus, the Buyer has exclusive rights to all digital assets of the Corporation.

(b) Automobiles

If title to any of the automobiles used by the Corporation for its business is in the name of someone other than the Corporation, title shall be transferred to the

Corporation on or before the Closing, except the BMW 428 driven by David Javaheri.

(c) Utilities and Lease Agreements

Both parties shall use their best efforts to transfer and assign all contracts, leases and utility agreements related to the business of the Corporation but under the name of one of the parties to the Corporation on or before the Closing. Except Seller will transfer the lease for his personal vehicles from the Corporation's name to his individual name. All other leases or utilities will be the exclusive responsibility of the Buyer.

(d) Telephone Numbers

The numbers 310-659-5982, 310-360-0138, and 310-877-2800 belong to the Corporation. Seller shall cease using these numbers on or before the Closing and transfer all rights related to those numbers to the Corporation. Seller and Buyer shall not contact any customers for the purpose of notifying of any changes in the phone numbers, except for Seller's advertisement to general public and the Jewish communities informing them of the contact information for his newly opened catering company as specified in Section 8(c).

Section 4. Organization, Standing, and Qualification of Corporation

SASON CATERING, INC., aka SHADI CATERING, is a corporation duly organized, validly existing, and in good standing under the laws of California, has all necessary corporate powers to own its properties and to carry on its business as now owned and operated by it, and is duly qualified to do intrastate business.

Section 5. Title to Shares

Seller is the owner of all the Shares and Seller's other interests in the Corporation free and clear of all liens, encumbrances, security agreements, equities, options, claims, charges, and restrictions. Seller has full power and authority to transfer the shares to Buyer without obtaining the consent or approval of any other person or governmental authority. Seller hereby covenants and warrants that Seller has not at any time transferred, conveyed, assigned, promised or sold any of Seller's shares of stock in the corporation or other interests in the Corporation to any other person or entity.

Section 6. Financial Statements

Each party represents each has consulted with their own financial advisers and accountants regarding the tax implications of this Agreement and the financial condition of the Corporation, and each party also understands that the books and records are available so that a financial statement can be prepared, or the financial condition of Corporation can be examined at the sole cost and expense of the examining party.

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Section 7. Use of Seller's Name and Image and References to Seller

Seller shall retain exclusive the right Seller's name and images. On or before the Closing, Buyer and Corporation shall remove any references to or use of Seller's name and image. In addition, on or before the Closing Date, Buyer shall remove Seller's name from all accounts on which Seller's name from all accounts on which Seller's name appears or Seller's name is connected to, including but not limited to the State Board of Equalization, Franchise Tax Board, IRS, and EDD), accounts or agreements with the Corporation's manufacturers and suppliers and representatives thereof, the Corporation's premises lease, and all loans or other agreements pertaining to this Corporation. Buyer shall indemnify and hold Seller harmless from any Losses (as defined in Section 23), including reasonable attorney's fees and costs, incurred by Seller as the result of any breach of the obligations contained in this Section.

Buyer acknowledge and agrees that Seller has not granted to Corporation any right to use his name in affiliation with Buyer or the Corporation. Buyer and Corporation shall, as soon as practicably possible, cause Seller's name to be removed from any and all documents or other places, if any, where it may appear in relation to the Corporation, **including but not limited to the Corporation website and business cards**, and shall not thereafter use Seller's name affiliated in any way with Buyer or Corporation.

In the event of a customer or vender inquiry, Buyer and the Corporation shall be under no obligation to disclose Seller's whereabouts or contact information but shall disclose that Seller is no longer affiliated with the Buyer and Corporation and shall not make any further statements about Seller's whereabouts or business activities.

Section 8. Non-Solicitation Covenants

For a period of five (5) years following the Closing, Seller shall not, and shall cause its affiliates not to, directly or indirectly through any person or contractual arrangement, solicit the employees and customers of the Corporation as set forth in this Section.

(a) Non-Solicitation of Employees

Seller shall not directly solicit, encourage, entice or induce any employee of the Corporation to terminate his or her employment with the Corporation; provided, however, that such prohibition shall not apply to any person who responds to a general solicitation that is not directed to the employees of the Corporation. If an employee seeks out and contacts Seller on his or her own initiative and volition, Seller may employ such person if he so choses.

(b) Non-Solicitation of Customers

Seller shall not directly solicit or attempt to solicit any customer or client of the Corporation, who was a customer or client of the Corporation or who is a prospective customer or client who has contacted the Corporation for any services or products offered by or available from the Corporation; provided, however, that such prohibition shall not apply to any person who responds to a general solicitation

that is not specifically directed to the customers of the Corporation. If such customer or client seeks out and contacts Seller on his or her own initiative and volition, Seller may render catering services to such person. This clause does not in any way prohibit family members and friends of seller to refer and or recommend Seller's catering services to any customers.

Seller acknowledges that the covenants of the Seller set forth in this Section 8 are an essential element of this Agreement and that any breach by the Seller of any provision of this this Section 8 will result in irreparable injury to the Buyer. The Seller acknowledges that in the event of such a breach, in addition to all other remedies available at law, the Buyer shall be entitled to equitable relief, including injunctive relief. The Seller has independently consulted with its counsel and after such consultation agrees that the covenants set forth in this Section 8 are reasonable and proper to protect the legitimate interest of the Buyer.

Section 9. Non-Disparagement

Buyer and the Corporation will not disparage Seller or Seller's performance or otherwise take any action which could reasonably be expected to adversely affect Seller's personal or business reputation. Similarly, Seller will not disparage Buyer and the Corporation or otherwise take any action which could reasonably be expected to adversely affect the personal or business reputation of Buyer and/or the Corporation. This Section is not intended in any way to deter or prevent Seller from competing with Buyer and Corporation.

Section 10. General Release

Subject to, and immediately upon, the Parties' execution of this Agreement, except for the terms of this Agreement (all of which are hereby expressly reserved) the Parties, irrevocably and unconditionally release and forever discharges the other, their agents, assignees, employees, officers, directors, children, attorneys, successors and heirs as the case may be from any and all charges, complaints, claims and liabilities of any kind or nature whatsoever, known or unknown, suspected or unsuspected which the parties have Or claim to have through the date of the closing. Each party waives all rights under section 1542 of the California Civil Code, which provides as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

Section 11. Absence of Undisclosed Liabilities

Seller hereby represents and warrants that the Seller has no debt, liability, or obligation of any nature, whether accrued, absolute, contingent, or otherwise, and whether due or to become due, which would prevent Seller from performing Seller's obligations under this Agreement.

2.1.

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Section 12. Agreement Will Not Cause Breach or Violation

The parties represent and warrant that to the best of their knowledge, consummation of the transactions contemplated by this Agreement will not result in or constitute any of the following: (1) a breach of any term or provision of this Agreement; (2) a default or an event that, with notice or lapse of time or both, would be a default, breach, or violation of the Articles of Incorporation or Bylaws of Corporation or any lease, license, promissory note, conditional sales contract, commitment, indenture, mortgage, deed of trust, or other agreement, instrument, or arrangement to which Shareholders or the Corporation is a party or by which either of them or the property of either of them is bound; (3) an event that would permit any party to terminate any agreement or to accelerate the maturity of any indebtedness or other obligation of Corporation; or (4) the creation or imposition of any lien, charge, or encumbrance on any of the properties of Corporation.

Section 13. Authority and Consents

The parties hereby represent and warrant each has the right, power, legal capacity, and authority to enter into, and perform their respective obligations under, this Agreement. The execution and delivery of this Agreement by the Corporation have been authorized by all necessary corporate action.

Section 14. Full Disclosure

None of the representations and warranties made by Buyer or Seller, or made in any certificate or memorandum furnished or to be furnished by any of them or on their behalf, contains or will contain any untrue statement of a material fact, or omits to state any material fact necessary to make the statements made, in the light of the circumstances under which they were made, not misleading.

Section 15. Representation and Warranties True at Closing

All representations and warranties of Buyer, Seller and Corporation set forth in this Agreement and in any written statements delivered to Buyer by Seller or to Seller by Buyer under this Agreement will also be true and correct as of the closing date as if made on that date. No other representations, statements, claims, and warranties shall be made, inferred, implied, or have any effect on this Agreement.

Section 16. Information to be Held in Confidence

Buyer and Seller agree that, all parties will hold in strict confidence, and will not use to the detriment of each other, all data and information with respect to the business of Corporation obtained in connection with this transaction or agreement or with the relationship to the business of Corporation.

Also, all terms of this Agreement are confidential and cannot be released to anyone other than, accountant, attorney and family members.

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Section 17. Conditions Precedent to Performance

The obligations of Buyer to purchase and Seller to sell the Shares under this Agreement are subject to the satisfaction, at or before the closing, of all the terms and conditions set forth in this Agreement. Buyer or Seller may waive any or all of these conditions in whole or in part without prior notice. Provided, however, that no such waiver of a condition shall constitute a waiver of any of its other rights or remedies, at law or in equity, if Buyer or Seller shall be in default of any of their representations, warranties, or covenants under this Agreement.

Section 18. Closing and Closing Date

The sale and purchase of the subject Corporate Shares shall take place at 1901 Avenue of the Stars, Ste. 1100, Los Angeles, California, 5:00 PM local time, on or before November 30, 2016, or at such other time and place as the parties may agree to in writing.

Section 19. Parties in Interest

Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties to it and their respective successors and assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over against any party to this Agreement.

Section 20. Specific Performance and Waiver of Rescission Rights

Each party's obligation under this Agreement is unique. If any party should default in its obligations under this Agreement, the parties each acknowledge that it would be extremely impracticable to measure the resulting damages; accordingly, the non-defaulting party or parties, in addition to any other available rights or remedies, may sue in equity for specific performance, and the parties each expressly waive the defense that a remedy in damages will be adequate. Notwithstanding any breach or default by any of the parties or any of their respective representations, warranties, covenants, or agreements under this Agreement, if the purchase and sale contemplated by it shall be consummated at the closing, each of the parties waives any rights that it or they may have to rescind this Agreement or the transaction consummated by it; provided, however, that this waiver shall not affect any other rights or remedies available to the parties under this Agreement or under the law.

Section 21. Nature and Survival of Representations and Obligations

All representations, warranties, covenants, and agreements of the parties contained in this Agreement, or in any instrument, certificate, opinion, or other writing provided for in it, shall survive the closing notwithstanding Section 10.

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Section 22. Agreement to Perform Necessary Acts

Each party to this Agreement agrees to perform any further acts reasonably required under the terms of this Agreement and to execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

Section 23. Indemnity

Seller shall indemnify, defend, and hold Buyer and Corporation harmless against all claims, demands, losses, costs, expenses, and liabilities, including interest, penalties, and reasonable attorney's fees that such party may incur or suffer ("Losses") incurred by Buyer or Corporation, known or unknown, contingent or otherwise, directly or indirectly arising from or related to (i) Seller's acts occurring before Closing, (ii) the breach of any agreement that Seller may have with a third party relating to the business of the Corporation, (iii) failure by Seller to cooperate in executing any documents necessary to effectuate the intent and purpose of this Agreement. Buyer shall indemnify, defend and hold Seller and its officers, directors, partners, agents, shareholders, representatives, employees, attorneys, accountants, affiliates, beneficiaries, subsidiaries, successors and assigns (collectively, the Seller Indemnitees) harmless from and against:

(a) Any and all Damages of every kind, known or unknown, contingent or otherwise, directly or indirectly arising from obligations, claims, or indebtedness of the Corporation, including those that are unknown and contingent, existing at the closing and not disclosed on the Financial Statements or disclosed to the Seller prior to the Closing, or any events occurring subsequent to the Closing Date with respect to Buyer's ownership or operation of the Corporation, whether or not arising from acts or omissions of Buyer, its agents or employees or otherwise, including but not limited to all liabilities, obligations, claims, (including, without limitation, statutory and contractual claims), damages and expenses resulting from or in any way related to Buyer's acts or omissions with respect to operation of the Corporation subsequent to the Closing Date and including the continuance or performance by the Buyer after the Closing Date of any agreement or practice of Seller; and

(b) Any and all Damages arising from any breach of the warranties, representations, covenants and agreements of Buyer or its agents contained in this Agreement or in any agreements between Buyer and any third parties relating to the Corporation or the Assumed Liabilities.

(c) As soon as practicable after receipt of notice of the assertion or commencement of any action, claim or proceeding for which indemnification may be sought under this Section 23, the indemnified party shall give written notice thereof to the indemnifying party. The failure of any indemnified party to give timely notice shall not affect rights to indemnification hereunder except to the extent that the indemnifying party demonstrates actual damage caused by such failure. After such notice, if the indemnifying party shall acknowledge in writing to the indemnified party that the indemnifying party shall be obligated under the terms of its indemnity hereunder (subject to any reservation of rights it may have to contest the other party's right of indemnification), then the indemnifying party shall be entitled, if it

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so elects, to take control of the defense and investigation of such action, claim or proceeding and to employ and engage attorneys of its own choice to handle and defend the same, at the indemnifying party's cost, risk and expense, provided that the indemnifying party and its counsel shall proceed with diligence and in good faith with respect thereto. The indemnified party shall cooperate in all reasonable respects with the indemnifying party and such attorneys in the investigation, trial and defense of such action, claim or proceeding and any appeal arising therefrom; provided, however, that the indemnified party may, at its own cost, participate in the investigation, trial and defense of such action, claim or proceeding, and any appeal arising therefrom. If the indemnifying party, within a reasonable time after receipt of such notice, fails to defend such action, the indemnified party shall have the right, but shall not be obligated, to undertake the defense of, and compromise or settle, the action, claim or proceeding on behalf, for the account, and at the risk, of the indemnifying party.

(d) Buyer shall not indemnify Seller from Seller's prior acts that were not in the ordinary course of business that may give rise to a future liability.

Section 24. Mediation

In the event of any controversy or claim or dispute between the parties hereto arising out of, or relating to this Agreement, or any of the exhibits attached hereto, or the breach thereof, the parties agree to first meet and confer in person to resolve their differences.

If the dispute, claim or controversy exceeds the jurisdictional limits of the Small Claims court and cannot be settled through direct discussions, the parties agree to first endeavor to settle the dispute by submitting the controversy to mediation before a mutually agreeable mediator from ADR Services, Inc. ("ADR") in Los Angeles, California. If the parties are unable to mutually agree upon a mediator, then the parties shall submit the matter to ADR for appointment of a mediator.

Mediation must be completed within thirty (30) days of receipt of written notice requesting mediation. The parties agree to undertake mediation without the participation of attorneys before resorting to litigation.

Section 25. Attorneys' Fees

If any legal action, arbitration or other proceeding is brought for the enforcement of this Agreement, or any of its provisions, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which that party may be entitled. Provided, however, that if the prevailing party failed to first request mediation under Section 24 above, or failed to agree to mediate in the face of such a request, then that party shall not be entitled to recover attorneys' fees or costs, even if that party is the prevailing party.

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Section 26. Authority and Execution

The execution and delivery of this Agreement by each party and performance of the transactions contemplated hereby by such party have been duly authorized on the part of such party, and the person(s) executing this Agreement on behalf of such party have full power and authority to execute the same.

Section 27. Assignment

No right or interest in this Agreement shall be assigned by either party without the written permission of the other party and no delegation of any obligation owed or of the performance of any obligation shall be made without the written permission of the parties. Any attempted assignment or delegation shall be wholly void and totally ineffective for all purposes unless made in conformity with this Agreement.

Section 28. Successors and Assigns

Except as provided in Section 27, this Agreement shall inure to the benefit of and be binding upon the parties hereof, and each of their successors and assigns.

Section 29. Modification

This Agreement or any of its terms cannot be modified, changed, altered, appealed, discharged or terminated except by an instrument in writing (referring specifically to this Agreement) executed by the party against whom enforcement of any such modification is sought.

Section 30. Construction

This Agreement shall be construed as a whole and in accordance with its plain meaning. The organization of this Agreement is for convenience only and shall not be used in construing the meaning of the provisions of this Agreement.

Section 31. Severability and Invalidity

If any one or more of the provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions of this Agreement will not be affected thereby and the parties will use all reasonable efforts to substitute one or more valid, legal and enforceable provisions which, insofar as practicable, implement the purposes and intents hereof.

Section 32. Headings and Titles

The title headings of the respective sections and paragraphs of this Agreement are inserted for convenience and ease of reference only and shall not be deemed to be part of this Agreement or do not define, limit, augment or describe the scope, content or intent of this Agreement or any part or parts of this Agreement.

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Section 33. Drafting Parties

Each party executing this Agreement agrees that they have fully participated in the drafting of this Agreement and that no party shall be deemed to be the drafting party of this Agreement.

Section 34. Governing Law

The terms and provisions of this Agreement are intended to be and shall be governed, interpreted and construed pursuant to the laws of the State of California.

Section 35. Notices

Any notice required or permitted to be given by any party under this Agreement shall be sufficient if in writing and if personally delivered or if sent by certified or registered mail to the addresses set forth below, or to such other addresses the sending party shall have had written notice of prior thereto. Such notices shall be effective as of the date of such personal delivery shown on the receipt thereof. The addresses for delivery of such notices shall be as follows:

If to Seller: NAVAZ ZAGHI
 ANA BANDARIZADEH ZAGHI
 4909 Tarzana Woods Dr. Tarzana CA 91356-4429

If to Buyer: BAHADOR JAVAHERIFAR aka DAVID JAVAHERI and The
 Javaheri-Goharchin Trust
 5517 Vanalden Ave., Tarzana CA 91356

Section 36. Representations and Warranties

Each party to this Agreement hereby represents and warrants to the other parties to this Agreement as follows:

Each party believes the matter set forth in the Recitals to be true and correct;

Each party has received independent legal advice from its attorneys with respect to the advisability of entering into this Agreement;

Each party has carefully read this Agreement and understands this Agreement;

No party has previously assigned, encumbered, or in any manner transferred all or any portion of any claim or right that may be covered by this Agreement;

No representation, warranty, or promise not expressly set forth in this Agreement has been made by any party to this Agreement or by its agents, representatives, or attorneys with respect to the subject matter of this Agreement, and no party has entered into this Agreement on the basis of any such representation, warranty, or promise.

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Section 37. Representation by Asher, Law Group, APC

Each party hereto acknowledges that the Agreement was prepared by Asher, Law Group, APC, legal counsel representing the Corporation. Further, each party acknowledges that said legal counsel was acting solely on behalf of the Corporation and not on behalf of the parties, individually or collectively. Each party has been advised by the Corporation to seek independent legal and financial counsel with respect to his execution of the Agreement and that has had the opportunity to do so. The statements made in this paragraph may be relied upon by the Corporation and by Asher, Law Group, APC, or its successors in interest.

(Remainder of page intentionally left blank.)

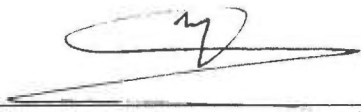
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IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first written above.

Seller



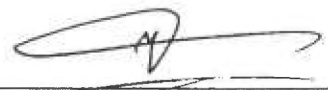
NAVAZ ZAGHI



ANA BANDARIZADEH ZAGHI

THE ZAGHI FAMILY TRUST

THE ZAGHI FAMILY TRUST



By: Navaz Zaghi, Trustee




By: Ana Bandarizadeh Zaghi, Trustee

Buyer



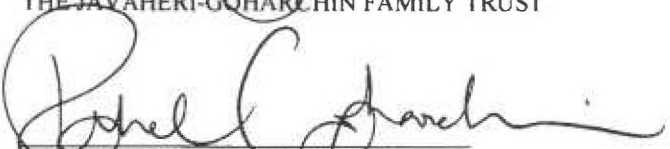
BAHADOR JAVAHERIFAR
DAVID JAVAHERI
THE JAVAHERI-GOHARCHIN FAMILY TRUST



RAHEL GOHARCHIN
THE JAVAHERI-GOHARCHIN FAMILY TRUST



BAHADOR JAVAHERIFAR
David Javaheri



RAHEL GOHARCHIN

Consents


Approved and consented to by:

SASON CATERING, INC.

SASON CATERING, INC.



By: BAHADOR JAVAHERIFAR, President



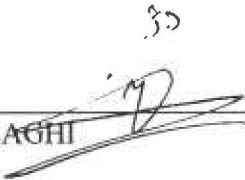
NAVAZ ZAGHI, Secretary

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ASSIGNMENT PURSUANT TO SALE

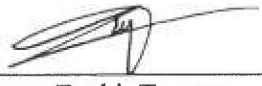
FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, NAVAZ ZAGHI and ANA BANDARIZADEH ZAGHI, in their individual capacities, and as Trustees of THE ZAGHI FAMILY TRUST hereby assign, transfer and convey to DAVID JAVAHERI and RAHEL GOHARCHIN as Trustees of the JAVAHERI-GOHARCHIN FAMILY TRUST, all of their right, title and interest in and to SASON CATERING, INC., a California Corporation aka SHADI CATERING.

Dated: November 30, 2016

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NAVAZ ZAGHI

THE ZAGHI FAMILY TRUST



By: Navaz Zaghi, Trustee



ANA BANDARIZADEH ZAGHI

THE ZAGHI FAMILY TRUST



By: Ana Bandarizadeh Zaghi, Trustee

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