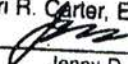


1 BEVERLY HILLS LAW CORP., PC  
 2 Sagar Parikh, Esq. (SBN 282655)  
 3 433 N. Camden Drive, 6<sup>th</sup> Floor  
 Beverly Hills, CA 90210  
 Telephone: (310) 887-1338  
 4 Facsimile: (310) 982-2603  
 5 Email: SP@BeverlyHillsLawCorp.com

**FILED**  
 Superior Court of California  
 County of Los Angeles

FEB 28 2018

Sherri R. Carter, Executive Officer/Clerk  
 By  Deputy  
 Jenny D. Truong

6 Attorneys for Plaintiff

7 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
 8 **COUNTY OF LOS ANGELES**

9 YA-YA HOLDINGS, LLC, a Delaware  
 10 Limited Liability Company,

Case No.: **BC695400**

11 Plaintiff,

**COMPLAINT FOR:**

12 v.

1. BREACH OF ORAL CONTRACT
2. UNJUST ENRICHMENT

13 LISA HELFEND MEYER, an individual;  
 14 MEYER, OLSON, LOWY & MEYERS,  
 15 LLP, a California Limited Liability  
 Partnership; SOPHIE GENNARI ALSO  
 16 KNOWN AS SOPHIE TURNER, an  
 17 individual; and DOES 1 through 20,  
 inclusive,

18 Defendants

19  
 20 COMES NOW, Plaintiff YA-YA HOLDINGS, LLC ("Ya-Ya" or "Plaintiff") and hereby  
 21 submits its Complaint and alleges as follows:

22 **GENERAL ALLEGATIONS**

23 1. Ya-Ya is now, and at all times relevant herein has been, a Delaware Limited  
 24 Liability company, authorized to do business in the County of Los Angeles, State of California.

25 2. Plaintiff is informed, believes and thereupon alleges that Defendant LISA  
 26 HELFEND MEYER ("Meyer) is now, and at all times relevant herein has been, an individual  
 27 residing in the County of Los Angeles, State of California and an attorney licensed with the State  
 28 Bar of California.

00  
 00  
 00  
 00  
 00  
 00  
 00  
 00

1           3.     Plaintiff is informed, believes and thereupon alleges that Defendant MEYER,  
2 OLSON, LOWY & MEYERS, LLP, a California Limited Liability Partnership ("Law Firm") is  
3 now, and at all times relevant herein has been, a Limited Liability Partnership under the laws of the  
4 State of California..

5           4.     Plaintiff is informed, believes and thereupon alleges that Defendant SOPHIE  
6 GENNARI ALSO KNOWN AS SOPHIE TURNER ("Gennari) is now, and at all times relevant  
7 herein has been, an individual residing in the County of Los Angeles, State of California.

8           5.     Meyer, the Law Firm, and Gennari shall collectively be known as Defendants.

9           6.     Plaintiff is ignorant of the true names and capacities, whether individual, corporate,  
10 associate, or otherwise, of Defendants sued herein as DOES 1 through 20, inclusive, and, therefore,  
11 sues these Defendants by such fictitious names. Plaintiff will amend this complaint to allege their  
12 true names and capacities when ascertained. Plaintiff is informed and believes and thereon alleges  
13 that each of these fictitiously named Defendants is responsible in some manner for the occurrences  
14 herein alleged, and that Plaintiff's damages, as herein alleged, were proximately caused by such  
15 Defendants.

16           7.     Plaintiff is informed, believes and thereupon allege that Defendants, including those  
17 sued herein as DOES 1 through 20, inclusive, and each of them, were and are the tenants, agents,  
18 employees, officers, directors, principals, managing agents, managers, members, subsidiaries,  
19 affiliates, joint ventures, partners, subcontractors, alter egos, co-conspirators or representatives of  
20 each other with respect to the events and transactions alleged herein.

21           8.     Plaintiff is informed, believes and thereupon alleges that Defendants, including those  
22 sued herein as DOES 1 through 20, inclusive, and each of them, were involved in the acts,  
23 transactions, and omissions alleged herein below and are responsible in whole or in part for the  
24 injuries and damages herein alleged.

25           9.     Plaintiff is informed, believes and thereupon alleges that, at all times herein  
26 mentioned, each of the Defendants, including those named herein as DOES 1 through 20, in  
27 addition to action for herself and itself at all material times was acting as the agent, servant,  
28 employee and representative of each of the other defendants, and in doing the things herein after



1 alleged, was acting within the course and scope of such relationship and with the permission,  
2 consent and ratification of each and every other Defendant. All of the references made herein  
3 below to Defendants, and each of them, include a reference to the fictitiously named Defendants.  
4 Defendants DOES 1 through 20 identified in the complaint are fictitiously named Defendants, and  
5 Plaintiff reserves the right to amend this complaint to identify those parties true names once  
6 discovered.

7 **FACTUAL ALLEGATIONS**

8 **COMMON TO ALL CAUSES OF ACTION**

9 10. Meyer is a family law attorney in Los Angeles and a name partner of the Law Firm.

10 11. In or about April 2015, Meyer and the Law Firm were representing Gennari in a  
11 family law dispute involving custody issues against her ex-husband.

12 12. Gennari was unable to pay her legal fees to the Law Firm.

13 13. Jason Caramanis is the Manager of Plaintiff.

14 14. Plaintiff, by and through Caramanis, decided to cover Gennari's legal fees charged  
15 by Meyer and the Law Firm for the family law dispute against Gennari's ex-husband, based on the  
16 promise jointly made by Gennari and Meyer that the monies would be repaid to Plaintiff after the  
17 conclusion of Gennari's case (regardless of the outcome of the case).

18 15. On or about April 9, 2015, Caramanis, Meyer, and Gennari all met in Meyer's office  
19 in Century City to discuss the case.

20 16. Meyer expressed her confidence in the case and she and Gennari both orally  
21 promised to Plaintiff (which was represented by Caramanis) that if Plaintiff paid Gennari's legal  
22 fees, those legal fees would be repaid in full to Caramanis after the conclusion of the lawsuit with  
23 Gennari's ex-husband, regardless of the outcome.

24 17. Plaintiff's reasonable understanding was that this was a loan that was being made to  
25 the Law Firm and Gennari, rather than a third-party payor paying legal fees situation, as both  
26 Gennari and Meyer orally promised that Plaintiff would be fully repaid after the case was over and  
27 even exclaimed at the meeting that they expected to recover substantial damages, legal fees, and  
28 sanctions from Gennari's ex-husband.

1 18. Based upon this oral contract, Plaintiff wrote a check for \$50,000 to the Law Firm  
2 on April 9, 2015.

3 19. The case continued into 2016 and again based on the same oral contract that was  
4 entered into on April 9, 2015, on August 10, 2016 Plaintiff paid an additional \$75,000 to the Law  
5 Firm.

6 20. The case between Gennari and her ex-husband ended in or about October 2016, and  
7 thus, repayment to Plaintiff was due at that time from Meyer and Gennari, jointly and severally.

8 21. As of the date of this Complaint, neither Meyer nor Gennari have repaid any of the  
9 \$125,000 to Plaintiff.

10 22. The Law Firm has been unjustly enriched, as it retains \$125,000 (both checks were  
11 made out to the Law Firm's name and deposited into the Law Firm's bank account) without  
12 providing any benefit to Plaintiff whatsoever.

13 **FIRST CAUSE OF ACTION**

14 **(Breach of Oral Contract Against Meyer and Gennari)**

15 23. Plaintiff adopts and incorporates each of the foregoing paragraphs by reference as  
16 though fully set forth herein.

17 24. Pursuant to the terms of an oral agreement made on or about April 9, 2015 in  
18 Meyer's office in Century City, Plaintiff agreed to cover Gennari's legal fees charged by the Law  
19 Firm in her family law dispute with her ex-husband, based upon oral promises made by Meyer and  
20 Gennari in this meeting that regardless of outcome, these monies paid as legal fees would be paid  
21 back to Plaintiff after the case with the ex-husband was over.

22 25. Plaintiff performed its obligations as required to do so under the oral agreement by  
23 paying a total of \$125,000 in legal fees to the Law Firm for Gennari's benefit.

24 26. Meyer and Gennari have failed and refused to honor their repayment obligations  
25 under the oral agreement and have not given Plaintiff any of the \$125,000 owed to Plaintiff, which  
26 amount became due in or about October 2016.

27 27. By engaging in the above-described wrongful acts and/or omissions, Meyer and  
28 Gennari have materially breached the oral agreement between the parties.



1 28. Plaintiff has performed all conditions, covenants, and/or promises as required by the  
2 oral agreement.

3 29. As a direct and proximate result of Meyer and Gennari breaching their obligations  
4 under the oral agreement, Plaintiff has suffered damages in the amount of \$125,000.

5 **SECOND CAUSE OF ACTION**

6 **(Unjust Enrichment Against All Defendants)**

7 30. Plaintiff adopts and incorporates each of the foregoing paragraphs by reference as  
8 though fully set forth herein.

9 31. As a direct and proximate result of Defendants' misconduct as set forth above,  
10 Defendants have been unjustly enriched, causing Plaintiff damages in the amount of \$125,000.

11 32. Specifically, Plaintiff paid Defendants these monies, but Defendants did not repay  
12 the monies back to Plaintiff, nor did Defendants provide any other tangible benefit to Plaintiff.

13 33. Defendants have been unjustly enriched by retaining these monies and thus should  
14 be forced to disgorge the \$125,000 back to Plaintiff.

15 **PRAYER FOR JUDGMENT**

16 WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

- 17 1. For general damages in an amount to be proven at trial, but in an amount exceeding  
18 \$125,000  
19 2. For such other and further relief as this Court deems just and proper.

20  
21 DATED: February 26, 2018

BEVERLY HILLS LAW CORP., PC

22  
23 By: 

24 SAGAR PARIKH, ESQ.  
25 Attorneys for Plaintiff  
26  
27  
28