

ORIGINAL

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FILED
Superior Court Of California
County Of Los Angeles

MAY 05 2017

Sherri R. Carter, Executive Officer/Clerk
By Charlie L. Coleman Deputy

Attorneys for Plaintiff
APOLLO ENTERPRISE SOLUTIONS, INC.

DS3 Halm

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES, CENTRAL DISTRICT

APOLLO ENTERPRISE SOLUTIONS, INC.,
a California corporation,

Plaintiff,

vs.

GREENBERG TRAUIG LLP; and
DOES 1 through 20, inclusive,

Defendant.

Case No.

BC 660185

COMPLAINT FOR:

- (1) BREACH OF DUTY
- (2) INTERFERENCE WITH CONTRACT
- (3) NEGLIGENCE

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710755/1011

CITY/CASE: BC660185
LEA/DEF#: 310
RECEIPT #: CCH24311076
DATE PAID: 05/05/17 01:02 PM
PAYMENT: \$435.00
RECEIVED:
CHECK: \$435.00
CASH: \$0.00
CHANGE: \$0.00
CARD: \$0.00

11357.00002/386784.1

COMPLAINT FOR DAMAGES

1 Plaintiff Apollo Enterprise Solutions, Inc., a California corporation ("Apollo") alleges the
2 following causes of action against defendant Greenberg Traurig LLP ("Greenberg") and Does 1
3 through 20, inclusive (collectively, "Defendants").

4 **THE PARTIES**

5 1. Apollo is a California corporation with its principal place of business in California.
6 Apollo provides advanced solutions for payment and collection to improve the operational
7 efficiencies, outcomes, customer experiences, and payment conversion for credit issuers,
8 collection agencies, and debt buyers, such as banks, lenders, and other credit product marketers.
9 Apollo's technologies are protected by a broad, intellectual property portfolio.

10 2. Greenberg is a law firm that performed extensive legal services to Apollo on
11 corporate, legal, and intellectual property matters.

12 3. Apollo is informed and believes, and thereon alleges, that Does 1 through 20,
13 inclusive, participated in the wrongful acts alleged in this Complaint, and are liable for those acts.
14 Apollo is informed and believes, and thereon alleges, that Does 1 through 20, inclusive, knew
15 and/or participated in one or more of the wrongful acts and/or counseled one or more of the other
16 Defendants in committing those wrongful acts and/or aided and counseled one or more of the
17 other Defendants as alleged more fully in this Complaint.

18 4. Apollo is informed and believes, and thereon alleges, that in doing the acts alleged
19 in this Complaint, each of the Defendants was the agent, principal, employee, or alter ego of one
20 or more of the other Defendants, and acted with the other Defendants' knowledge, consent and
21 approval. As such, each of the Defendants is responsible for the liabilities of the other
22 Defendants, as alleged in this Complaint.

23 **ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

24 **A. Greenberg Provides Legal Services To Apollo**

25 5. Greenberg represented Apollo and provided extensive legal services related to
26 various corporate, legal, and intellectual property matters. These services included preparing
27 patent applications relating to Apollo's debt settlement system. Greenberg also was engaged in all
28 aspects of the patent prosecution process for Apollo's debt settlement system. This included

1 numerous conversations with Apollo, document review, consultation, and legal services on issues
2 concerning the debt system and patentable aspects of the invention. Greenberg also had
3 discussions regarding patent strategy and prepared and drafted the Provisional Patent Application
4 for Apollo.

5 6. After months of work and preparation, Greenberg filed a Provisional Patent
6 Application for Apollo. The Provisional Patent Application consisted of drawings, figures, and
7 text that ultimately led to the issuance of two patents to Apollo. When the patents issued, both
8 specifically referenced the Provisional Patent Application filed by Greenberg for Apollo.

9 **B. Greenberg Inexplicably Switches Sides And Acts Adversely To Apollo**

10 7. Apollo offers to creditors its TrueCollect service, which allows creditors to recover
11 delinquent debts fast and efficiently while improving the customer experience by combining
12 online payment, debt collection, and debt recovery technologies into one offering.

13 8. Apollo entered into a written contract with Lantern Credit LLC ("Lantern") for the
14 provision of certain services, including the licensing of Apollo's TrueCollect service to Lantern
15 (the "Master Services Agreement").

16 9. Under the Master Services Agreement, Apollo agreed to provide and make
17 available the TrueCollect service to Lantern's clients and customers, as well as providing
18 additional services in relation to the technology, including:

- 19 a. developing and providing information technology services;
- 20 b. providing revisions to and maintenance of software and related services
21 such as help desk and other technical and operational support, including
22 patches and bug fixes; and
- 23 c. providing special services upon request, such as training.

24 10. In exchange for Apollo's licensing of the TrueCollect service under the Master
25 Services Agreement, Lantern agreed to pay \$5 million for the first term and \$6 million for the
26 second term, monthly fees, as well as other fees for additional services rendered by Apollo.

27 11. Lantern initially paid for the services in accordance with the Master Services
28 Agreement. However, as of December 31, 2016, Lantern owed Apollo over \$2 million for

1 services rendered under the Master Services Agreement. On February 17, 2017, Apollo filed a
2 complaint against Lantern for Breach of Contract, Account Stated, and for Services Rendered to
3 collect the monies due and owing (the "Collections Action").

4 12. Lantern's actions and its refusal to pay Apollo are based upon actions and advice
5 provided by Greenberg to Lantern. Greenberg performed legal services for Apollo in obtaining
6 the two patents behind the TrueCollect service, and then incredibly Greenberg switched sides to
7 Lantern to try and invalidate these very patents so that Lantern could avoid its obligations and
8 payment to Apollo.

9 13. Greenberg is inexplicably representing Lantern as counsel of record adverse to
10 Apollo in Apollo's Collections Action against Lantern. Even more egregious, Greenberg provided
11 advice and filed counterclaims on behalf of Lantern against Apollo seeking declarations of
12 Apollo's patent invalidity and non-infringement of the very same patents that Greenberg helped to
13 prosecute for Apollo.

14 14. When Greenberg performed services for Apollo, Greenberg acquired and obtained
15 from Apollo confidential and privileged information, work-product, and proprietary files and
16 documents (collectively, "Confidential Information"). Greenberg is now using Apollo's
17 Confidential Information adverse to Apollo. Lantern is also relying on advice Greenberg provided
18 to Apollo in Lantern's defense and counterclaims in the Collections Action. Further, Greenberg is
19 providing advice, legal services, and making arguments on behalf of Lantern as to patent invalidity
20 and non-infringement related to Apollo's Confidential Information.

21 **FIRST CAUSE OF ACTION**

22 **(Breach of Duty – Against All Defendants)**

23 15. Apollo incorporates by reference paragraphs 1 through 14 of this Complaint.

24 16. Apollo and Defendants were in an attorney-client relationship, and Defendants
25 obtained Confidential Information from Apollo relating to, among other things, Apollo's business
26 and patents. Based upon Defendants' expertise, the Confidential Information obtained, and their
27 relationship with Apollo, Defendants owed Apollo a duty of confidentiality, a duty of loyalty, and
28 fiduciary duties.

17. Defendants violated their relationship of trust and confidence with Apollo and breached their duties of confidentiality, loyalty, and fiduciary duties as alleged above.

18. As a direct, foreseeable, and proximate result of Defendants' breaches of their duties, Apollo suffered damages in an amount of at least \$2 million.

19. Defendants' breaches of their duties as alleged above were undertaken with the intent of depriving Apollo of its property or legal rights or otherwise causing injury, and were despicable, malicious, oppressive, and/or fraudulent conduct that subjected Apollo to a cruel and unjust hardship in conscious disregard of Apollo's rights, so as to justify an award of exemplary and punitive damages in an amount to be proven at trial.

SECOND CAUSE OF ACTION

(Interference With Contract – Against All Defendants)

20. Apollo incorporates by reference paragraphs 1 through 19 of this Complaint.

21. Apollo and Lantern were in a contractual relationship that would have resulted in economic benefit to Apollo.

22. Defendants intended to disrupt this contractual relationship and, as alleged above, interfered with and engaged in wrongful conduct thereby disrupting Apollo's contractual relationship.

23. As a direct and proximate result of Defendants' interference and wrongful acts, the contractual relationship between Apollo and Lantern was disrupted, and Apollo has suffered damages in an amount of at least \$2 million.

24. Defendants' interference and conduct as alleged above was undertaken with the intent of depriving Apollo of its property or legal rights or otherwise causing injury, and was despicable, malicious, oppressive, and/or fraudulent conduct that subjected Apollo to a cruel and unjust hardship in conscious disregard of Apollo's rights, so as to justify an award of exemplary and punitive damages in an amount to be proven at trial.

THIRD CAUSE OF ACTION

(Negligence – Against All Defendants)

25. Apollo incorporates by reference paragraphs 1 through 24 of this Complaint.

26. Defendants owed a duty of care to Apollo to render legal services in a competent and professional manner and with the degree of skill, diligence, and expertise which similar attorneys in the community possess and exercise.

27. Defendants breached their duty of care to Apollo.

28. As a proximate result of Defendants' negligence and breaches of their duty of care, Apollo suffered damages in an amount of at least \$2 million.

WHEREFORE, Apollo prays for judgment against Defendants as follows:

PRAYER FOR RELIEF

1. For damages in an amount to be proven at trial, but at least \$2 million;
2. For punitive damages;
3. For interest at the maximum legal rate;
4. For costs of suit; and
5. For such other and further relief as the Court may deem just and proper.

DATED: May 5, 2017

KINSELLA WEITZMAN ISER
KUMP & ALDISERT LLP

By: 

Alan Kossoff
Attorneys for Plaintiff
APOLLO ENTERPRISE SOLUTIONS, INC.

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Dale F. Kinsella (SBN 063370) Alan Kossoff (SBN 150932) Kinsella Weitzman Iser Kump & Aldisert LLP 808 Wilshire Boulevard, 3rd Floor Santa Monica, CA 90401 TELEPHONE NO.: 310.566.9800 FAX NO.: 310.566.9850 ATTORNEY FOR (Name): Plaintiff Apollo Enterprise Solutions, Inc.		FOR COURT USE ONLY FILED Superior Court Of California County Of Los Angeles MAY 05 2017 Sherri R. Carter, Executive Officer/Clerk By <u>Charlie L. Coleman</u> , Deputy	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES STREET ADDRESS: 111 North Hill Street MAILING ADDRESS: CITY AND ZIP CODE: Los Angeles, CA 90012 BRANCH NAME: Central District		CASE NUMBER: BC 660185 JUDGE: DEPT:	
CASE NAME: Apollo Enterprise Solutions, Inc. v. Greenberg Traurig LLP			
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) <input type="checkbox"/> Limited (Amount demanded is \$25,000 or less)		Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) Non-PI/PD/WD (Other) Tort <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input checked="" type="checkbox"/> Other non-PI/PD/WD tort (35) Employment <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	Contract <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
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2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- a. ☐ Large number of separately represented parties d. ☐ Large number of witnesses
- b. ☐ Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve e. ☐ Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
- c. ☐ Substantial amount of documentary evidence f. ☐ Substantial postjudgment judicial supervision
3. Remedies sought (check all that apply): a. ☒ monetary b. ☐ nonmonetary; declaratory or injunctive relief c. ☒ punitive
4. Number of causes of action (specify): Three (3)
5. This case ☐ is ☒ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)
- Date: May 5, 2017

Alan Kossoff
 (TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

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ORIGINAL

SHORT TITLE: Apollo Enterprise Solutions, Inc. v. Greenberg Traurig LLP

CASE NUMBER

BC 660185

**CIVIL CASE COVER SHEET ADDENDUM AND
STATEMENT OF LOCATION
(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)**

This form is required pursuant to Local Rule 2.3 in all new civil case filings in the Los Angeles Superior Court.

Step 1: After completing the Civil Case Cover Sheet (Judicial Council form CM-010), find the exact case type in Column A that corresponds to the case type indicated in the Civil Case Cover Sheet.

Step 2: In Column B, check the box for the type of action that best describes the nature of the case.

Step 3: In Column C, circle the number which explains the reason for the court filing location you have chosen.

Applicable Reasons for Choosing Court Filing Location (Column C)

1. Class actions must be filed in the Stanley Mosk Courthouse, Central District.
2. Permissive filing in central district.
3. Location where cause of action arose.
4. Mandatory personal injury filing in North District.
5. Location where performance required or defendant resides.
6. Location of property or permanently garaged vehicle.
7. Location where petitioner resides.
8. Location wherein defendant/respondent functions wholly.
9. Location where one or more of the parties reside.
10. Location of Labor Commissioner Office.
11. Mandatory filing location (Hub Cases – unlawful detainer, limited non-collection, limited collection, or personal injury).

Auto Tort

Other Personal Injury/Property
Damage/Wrongful Death Tort

A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Auto (22)	<input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1, 4, 11
Uninsured Motorist (46)	<input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist	1, 4, 11
Asbestos (04)	<input type="checkbox"/> A6070 Asbestos Property Damage <input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	1, 11 1, 11
Product Liability (24)	<input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)	1, 4, 11
Medical Malpractice (45)	<input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons <input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1, 4, 11 1, 4, 11
Other Personal Injury Property Damage Wrongful Death (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall) <input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.) <input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress <input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death	1, 4, 11 1, 4, 11 1, 4, 11 1, 4, 11

SHORT TITLE: Apollo Enterprise Solutions, Inc. v. Greenberg Traurig LLP

CASE NUMBER

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Non-Personal Injury/Property Damage/Wrongful Death Tort	Business Tort (07)	<input type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1, 2, 3
	Civil Rights (08)	<input type="checkbox"/> A6005 Civil Rights/Discrimination	1, 2, 3
	Defamation (13)	<input type="checkbox"/> A6010 Defamation (slander/libel)	1, 2, 3
	Fraud (16)	<input type="checkbox"/> A6013 Fraud (no contract)	1, 2, 3
	Professional Negligence (25)	<input type="checkbox"/> A6017 Legal Malpractice <input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1, 2, 3 1, 2, 3
	Other (35)	<input checked="" type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	1, 2, 3 ✓
Employment	Wrongful Termination (36)	<input type="checkbox"/> A6037 Wrongful Termination	1, 2, 3
	Other Employment (15)	<input type="checkbox"/> A6024 Other Employment Complaint Case <input type="checkbox"/> A6109 Labor Commissioner Appeals	1, 2, 3 10
Contract	Breach of Contract/ Warranty (06) (not insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction) <input type="checkbox"/> A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence) <input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud) <input type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	2, 5 2, 5 1, 2, 5 1, 2, 5
	Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff <input type="checkbox"/> A6012 Other Promissory Note/Collections Case <input type="checkbox"/> A6034 Collections Case-Purchased Debt (Charged Off Consumer Debt Purchased on or after January 1, 2014)	5, 6, 11 5, 11 5, 6, 11
	Insurance Coverage (18)	<input type="checkbox"/> A6015 Insurance Coverage (not complex)	1, 2, 5, 8
	Other Contract (37)	<input type="checkbox"/> A6009 Contractual Fraud <input type="checkbox"/> A6031 Tortious Interference <input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1, 2, 3, 5 1, 2, 3, 5 1, 2, 3, 8, 9
Real Property	Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation Number of parcels _____	2, 6
	Wrongful Eviction (33)	<input type="checkbox"/> A6023 Wrongful Eviction Case	2, 6
	Other Real Property (26)	<input type="checkbox"/> A6018 Mortgage Foreclosure <input type="checkbox"/> A6032 Quiet Title <input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2, 6 2, 6 2, 6
Unlawful Detainer	Unlawful Detainer-Commercial (31)	<input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	6, 11
	Unlawful Detainer-Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	6, 11
	Unlawful Detainer- Post-Foreclosure (34)	<input type="checkbox"/> A6020F Unlawful Detainer-Post-Foreclosure	2, 6, 11
	Unlawful Detainer-Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2, 6, 11

SHORT TITLE: Apollo Enterprise Solutions, Inc. v. Greenberg Traurig LLP

CASE NUMBER

A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Asset Forfeiture (05)	<input type="checkbox"/> A6108 Asset Forfeiture Case	2, 3, 6
Petition re Arbitration (11)	<input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration	2, 5
Writ of Mandate (02)	<input type="checkbox"/> A6151 Writ - Administrative Mandamus	2, 8
	<input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter	2
	<input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	2
Other Judicial Review (39)	<input type="checkbox"/> A6150 Other Writ /Judicial Review	2, 8
Antitrust/Trade Regulation (03)	<input type="checkbox"/> A6003 Antitrust/Trade Regulation	1, 2, 8
Construction Defect (10)	<input type="checkbox"/> A6007 Construction Defect	1, 2, 3
Claims Involving Mass Tort (40)	<input type="checkbox"/> A6006 Claims Involving Mass Tort	1, 2, 8
Securities Litigation (28)	<input type="checkbox"/> A6035 Securities Litigation Case	1, 2, 8
Toxic Tort Environmental (30)	<input type="checkbox"/> A6036 Toxic Tort/Environmental	1, 2, 3, 8
Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only)	1, 2, 5, 8
Enforcement of Judgment (20)	<input type="checkbox"/> A6141 Sister State Judgment	2, 5, 11
	<input type="checkbox"/> A6160 Abstract of Judgment	2, 6
	<input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations)	2, 9
	<input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes)	2, 8
	<input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax	2, 8
	<input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2, 8, 9
RICO (27)	<input type="checkbox"/> A6033 Racketeering (RICO) Case	1, 2, 8
Other Complaints (Not Specified Above) (42)	<input type="checkbox"/> A6030 Declaratory Relief Only	1, 2, 8
	<input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment)	2, 8
	<input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex)	1, 2, 8
	<input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)	1, 2, 8
Partnership Corporation Governance (21)	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2, 8
Other Petitions (Not Specified Above) (43)	<input type="checkbox"/> A6121 Civil Harassment	2, 3, 9
	<input type="checkbox"/> A6123 Workplace Harassment	2, 3, 9
	<input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case	2, 3, 9
	<input type="checkbox"/> A6190 Election Contest	2
	<input type="checkbox"/> A6110 Petition for Change of Name/Change of Gender	2, 7
	<input type="checkbox"/> A6170 Petition for Relief from Late Claim Law	2, 3, 8
	<input type="checkbox"/> A6100 Other Civil Petition	2, 9

SHORT TITLE: Apollo Enterprise Solutions, Inc. v. Greenberg Traurig LLP

CASE NUMBER

Step 4: Statement of Reason and Address: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected. Enter the address which is the basis for the filing location, including zip code. (No address required for class action cases).

REASON: <input type="checkbox"/> 1. <input checked="" type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10. <input type="checkbox"/> 11.			ADDRESS: 111 North Hill Street		
CITY: Los Angeles	STATE: CA	ZIP CODE: 90012			

Step 5: Certification of Assignment: I certify that this case is properly filed in the Central District of the Superior Court of California, County of Los Angeles [Code Civ. Proc., §392 et seq., and Local Rule 2.3(a)(1)(E)].

Dated: May 5, 2017


(SIGNATURE OF ATTORNEY/FILING PARTY)
Alan Kossoff

PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet, Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form, LACIV 109, LASC Approved 03-04 (Rev. 02/16).
5. Payment in full of the filing fee, unless there is court order for waiver, partial or scheduled payments.
6. A signed order appointing the Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court in order to issue a summons.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.