

D-74 Williams Count

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FILED  
Superior Court of California  
County of Los Angeles

OCT 13 2017

Sherri R. Carter, Executive Officer/Clerk  
By Nancy Alvarez Deputy

Attorneys for Plaintiff  
OGORGEOUS, INC.

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES

BC 679564

By Fax

OGORGEOUS, INC., a California corporation,

Case No.:

Plaintiffs,

COMPLAINT FOR:

vs.

- 1) BREACH OF CONTRACT;
- 2) COMMON COUNT FOR AN OPEN BOOK ACCOUNT;
- 3) COMMON COUNT FOR AN ACCOUNT STATED;
- 4) BREACH OF FIDUCIARY DUTY;
- 5) CONVERSION;
- 6) INJUNCTIVE RELIEF; AND
- 7) DECLARATORY RELIEF

VEAM, INC., a California corporation; APPLE INC., a California corporation; GOOGLE PAYMENT CORPORATION, a Delaware corporation; and DOES 1 through 10, inclusive,

Defendants.

Plaintiff OGORGEOUS, INC. ("oGorgeous"), a California corporation, alleges as follows against Defendant VEAM, INC. ("Veam"), a California corporation, Defendant APPLE INC. ("Apple"), a California corporation, Defendant GOOGLE PAYMENT CORPORATION ("GPC"), a Delaware corporation, and DOES 1 - 10, inclusive:

RECEIVED:  
PAYMENT: \$435.00  
DATE PAID: 10/13/17 02:10 PM  
CHECK: \$435.00  
CASH: \$0.00  
CHANGE: \$0.00  
CARD: \$0.00

CIT/CRASE: BC679564  
LEA/DEF#: 10/13/2017

COMPLAINT FOR DAMAGES AND INJUNCTIVE RELIEF

1 GENERAL ALLEGATIONS

2 1. oGorgeous is a corporation duly organized under the laws of the State of  
3 California, and maintains its principal place of business and conducts business in the County of  
4 Los Angeles.

5 2. oGorgeous is informed and believes, and on that basis alleges, that Veam is a  
6 corporation duly organized under the laws of the State of California, and maintains its principal  
7 place of business and conducts business in the County of Los Angeles and worldwide.

8 3. oGorgeous is informed and believes, and on that basis alleges, that Apple is  
9 corporation duly organized under the laws of the State of the California, maintains its principal  
10 place of business in the County of Santa Clara, and conducts business throughout the State of  
11 California and worldwide.

12 4. oGorgeous is informed and believes, and on that basis alleges, that GPC is a  
13 corporation duly organized under the laws of the State of Delaware, maintains its principal place  
14 of business in the County of Santa Clara, and conducts business throughout the State of  
15 California and worldwide.

16 5. The true names of DOES 1 through 10 ("DOE Defendants"), inclusive, are  
17 presently unknown to oGorgeous, who therefore sues these defendants by fictitious names and  
18 capacities. oGorgeous will amend this Complaint to allege the true identities of the DOE  
19 Defendants when they are ascertained. oGorgeous is informed and believe, and on that basis  
20 alleges, that each fictitiously named defendant is responsible in some way for the acts and  
21 failures to act alleged here and that oGorgeous' injuries alleged here were legally caused by the  
22 conduct of each such defendant.

23 24 6. oGorgeous is informed and believes, and on that basis alleges, that at all relevant  
25 times, each of the Defer.dants, were the agent or employee of, and/or working in concert with  
26 each other, and were acting in the course and scope of that agency, employment and/or concerted  
27 activity. oGorgeous alleges that to the extent that certain acts and omissions were perpetuated by

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1 certain Defendants, the remaining Defendant or Defendants confirmed and ratified said acts and  
2 omissions.

3 7. Whenever and wherever reference is made in this Complaint to any act or failure  
4 to act by a Defendant or Defendants, such allegations and references shall also be deemed to  
5 mean the acts and failures of each Defendant acting individually, jointly and severally.

6 **FIRST CAUSE OF ACTION**

7 **(For Breach of Contract Against Veam and Doe Defendants)**

8 8. On or about August 6, 2013, oGorgeous entered into a written agreement entitled,  
9 Customization Service and Special License Agreement ("Customization Agreement"), with  
10 Veam to develop and maintain a customized application referred to as the "Blogilates App". A  
11 true and correct copy of the Customization Agreement is attached here as Exhibit A.

12 9. On or about September 21, 2013, oGorgeous and Veam entered into a written  
13 agreement to modify the Customization Agreement entitled, Amendment No. 1 to the  
14 Customization Service and Special License Agreement ("Amendment No. 1"). A true and  
15 correct copy of Amendment No. 1 is attached here as Exhibit B.

16 10. The Customization Agreement and Amendment No. 1 will collectively be  
17 referred to as the "Agreement".

18 11. Pursuant to the terms of the Agreement, oGorgeous and Veam agreed that Veam  
19 would develop and maintain the Blogilates App for iOS and Android on the Apple App Store  
20 and Google Play worldwide, and that oGorgeous has the right to distribute the Blogilates App.

21 12. oGorgeous and Veam further agreed that they would share the revenue from the  
22 Blogilates App after Apple and Google fees were paid as follows: 70% to oGorgeous and 30% to  
23 Veam.

24 13. Additionally, the revenue share would be "calculated monthly and delivered from  
25 November 2013".

26 14. oGorgecus did all, or substantially all, of the significant things that it was required  
27 to do under the terms of the Agreement.  
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1 15. Veam has breached the Agreement by failing to pay oGorgeous its full share of  
2 the revenue beginning in or about October 2016 as required under the terms of the Agreement.

3 16. oGorgeous is informed and believes that Veam owes oGorgeous in excess of  
4 \$140,000.

5 17. Veam agrees and acknowledges that it has failed to pay the full amount of  
6 oGorgeous' share of the revenue from the Blogilates App, and has failed to make payments  
7 despite oGorgeous' repeatedly demands.

8 18. Specifically, Veam has acknowledged and agreed that as of September 2017,  
9 Veam owes and has failed to pay oGorgeous \$133,945.

10 19. As a result of Veam's wrongful conduct and breach of the Agreement, oGorgeous  
11 has been harmed and has suffered damages in an amount to be determined at trial.

12 **SECOND CAUSE OF ACTION**

13 **(For Common Count for an Open Book Account Against Veam and Doe Defendants)**

14 20. oGorgeous incorporates by reference all of the foregoing paragraphs as though set  
15 forth in full here.

16 21. Since approximately November 2013, oGorgeous and Veam had financial  
17 transactions involving the share of revenue from the Blogilates App.

18 22. oGorgeous and Veam each maintained an account of the debts and credits  
19 involved in the transactions.

20 23. According to oGorgeous' records, Veam owes oGorgeous in excess of \$140,000.

21 24. Veam agrees and acknowledges that it has failed to pay the full amount of  
22 oGorgeous' share of the revenue from the Blogilates App, and has failed to make payments  
23 despite oGorgeous' repeatedly demands.

24 25. Specifically, Veam has acknowledged and agreed that as of September 2017,  
25 Veam owes and has failed to pay oGorgeous \$133,945.

26 26. As a result of Veam's wrongful conduct and breach of the Agreement, oGorgeous  
27 has been harmed and has suffered damages in an amount to be determined at trial.  
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**THIRD CAUSE OF ACTION**

**(For Common Count for an Account Stated Against Veam and Doe Defendants)**

27. oGorgeous incorporates by reference all of the foregoing paragraphs as though set forth in full here.

28. Since approximately November 2013, oGorgeous and Veam had financial transactions involving the share of revenue from the Blogilates App.

29. Veam failed to pay oGorgeous its full share of the revenue from the Blogilates App as required under the Agreement and owes oGorgeous money from their previous financial transactions from approximately October 2016.

30. oGorgeous made repeated demands for payment from Veam.

31. Veam acknowledged and agreed that as of September 7, 2017, Veam owed oGorgeous at least \$133,945 and promised to repay this amount through the words and conduct of Veam's CEO and founder.

32. To date, Veam has not paid the amounts owed under this account.

33. As a result of Veam's wrongful conduct, oGorgeous has been harmed and has suffered damages in an amount to be determined at trial.

**FOURTH CAUSE OF ACTION**

**(For Breach of Fiduciary Duty Against Veam and Doe Defendants)**

34. oGorgeous incorporates by reference all of the foregoing paragraphs as though set forth in full here.

35. As a consequence of the relationship between the oGorgeous and Veam created by their Agreement, Veam owed oGorgeous a fiduciary duty, including, among others, the duty of care, loyalty, and good faith and fair dealing.

36. As an incident of the fiduciary duty Veam owed to oGorgeous, Veam had a duty to collect, manage and distribute the revenue from the Blogilates App on behalf of and for the benefit of oGorgeous in accordance with the terms of the Agreement.

1 37. Veam breached its fiduciary duty by failing to pay oGorgeous its rightful share of  
2 the revenue from the Blogilates App and wrongfully using oGorgeous' share of the revenue for  
3 Veam's own benefit.

4 38. As a result of Veam's wrongful conduct, oGorgeous has been harmed and will  
5 continue to be harmed, and has suffered damages in an amount to be determined at trial.

6 39. Veam's actions were carried out with the intent to deprive oGorgeous with their  
7 rights under the Agreement and in conscious disregard of the rights of oGorgeous. Veam's  
8 conduct, therefore, constituted malice, justifying the imposition of punitive damages against  
9 Veam.

10 40. Further, a constructive trust over the revenues from the Blogilates App received  
11 by Veam and collected in the future should be imposed to compel the transfer of the property to  
12 oGorgeous.

13 **FIFTH CAUSE OF ACTION**

14 **(For Conversion Against Veam and Doe Defendants)**

15 41. oGorgeous incorporates by reference all of the foregoing paragraphs as though set  
16 forth in full here.

17 42. Pursuant to their Agreement, oGorgeous had and has the right to 70% of the  
18 revenue from the Blogilates App.

19 43. Veam intentionally and substantially interfered with oGorgeous' property by  
20 collecting and taking possession of oGorgeous' share of the revenue from the Blogilates App and  
21 preventing oGorgeous from having access to its share of revenue despite oGorgeous' numerous  
22 and repeated demands for payment.

23 44. Specifically, Veam acknowledged and agreed that as of September 7, 2017, Veam  
24 wrongfully withheld and failed to pay oGorgeous the total amount of \$133,945.

25 45. oGorgeous did not and has not consented to Veam's actions.

26 46. As a result of Veam's wrongful conduct, oGorgeous has been harmed and has  
27 suffered damages in an amount to be determined at trial.  
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1 47. Veam's actions were carried out with the intent to deprive oGorgeous with their  
2 rights under the Agreement and in conscious disregard of the rights of oGorgeous. Veam's  
3 conduct, therefore, constituted malice, justifying the imposition of punitive damages against  
4 Veam.

5 48. Further, a constructive trust over the revenues from the Blogilates App received  
6 by Veam and collected in the future should be imposed to compel the transfer of the property to  
7 oGorgeous.

8 **SIXTH CAUSE OF ACTION**

9 **(For Injunctive Relief Against Apple and GPC)**

10 49. oGorgeous incorporates by reference all of the foregoing paragraphs as though set  
11 forth in full here.

12 50. On behalf of oGorgeous, Veam entered into agreements with Apple and GPC to  
13 sell the Blogilates App through the Apple App Store and Google Pay.

14 51. As previously explained, pursuant to the Agreement between oGorgeous and  
15 Veam, oGorgeous has the right to distribute the Blogilates App and is entitled to a 70% share of  
16 the revenue from the Blogilates App after payment of fees to Apple and Google.

17 52. Veam has and continues to receive the full amount of the revenue from Apple and  
18 GPC for the Blogilates App and continues to fail to pay oGorgeous its rightful share of the  
19 revenue as required by the Agreement.

20 53. oGorgeous anticipates and believes that Veam will file bankruptcy based on  
21 Veam's repeated representations that it does not have sufficient funds to pay the money it owes  
22 to oGorgeous even though Veam continuously receives revenue from Apple and GPC for the  
23 Blogilates App, and/or that Veam has been and will continue to wrongfully use the money owed  
24 to oGorgeous to pay for Veam's debts, obligations and liabilities.

25 54. Accordingly, oGorgeous seeks an injunction to enjoin and order Apple and GPC  
26 to pay oGorgeous its 70% share of the revenue from the Blogilates App directly.

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1 55. If Apple or GPC is not required to pay oGoregous its share of the Blogilates App  
2 directly, oGoregous will be irreparably harmed and left without an adequate remedy at law since  
3 Veam will use the money owed to oGorgeous to pay for its debts, obligations and liabilities  
4 and/or file bankruptcy, and will continue to violate oGorgeous' right to distribute the Blogilates  
5 App.

6 **SEVENTH CAUSE OF ACTION**

7 **(For Declaratory Relief Against All Defendants)**

8 56. oGorgeous incorporates by reference all of the foregoing paragraphs as though set  
9 forth in full here.

10 57. An actual controversy has arisen and now exists among oGorgeous, Veam, Apple,  
11 GPC, and Doe Defendants regarding their respective rights, duties and obligations, if any, in the  
12 revenue from the Blogilates App. The controversy is definite and concrete, of sufficient  
13 immediacy, and touches on the legal relations of the parties having adverse interests.

14 58. A judicial declaration resolving this dispute is necessary and appropriate at this  
15 time in order that the parties may ascertain their respective rights, duties and obligations in the  
16 revenue from the Blogilates App, and in particular, whether oGorgeous is entitled to directly  
17 receive payment from Apple and GPC of 70% of the revenue from the Blogilates App.

18 59. Accordingly, oGorgeous requests a declaration from the Court that:

- 19 a. On behalf of oGorgeous, Veam entered into agreements with Apple and GPC
- 20 to sell the Blogilates App through the Apple App Store and Google Pay;
- 21 b. oGorgeous is entitled to receive its 70% share of the revenue from the
- 22 Blogilates App directly from Apple and GPC; and
- 23 c. Apple and GPC may immediately begin to pay oGorgeous its 70% share of
- 24 the revenue from the Blogilates App directly.
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26 **PRAYER**

27 WHEREFORE, oGorgeous prays that judgment be entered against Defendants, as  
28 follows:

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**AS TO THE FIRST, SECOND, AND THIRD CAUSE OF ACTION**

- 1. For compensatory damages in an amount to be determined at trial;

**AS TO THE FOURTH AND FIFTH CAUSES OF ACTION**

- 2. For compensatory damages in an amount to be determined at trial;
- 3. For punitive and/or exemplary damages in an amount to be determined at trial;
- 4. For a constructive trust over the money received by Veam and any future amounts

received by Veam;

**AS TO THE SIXTH CAUSE OF ACTION**

- 5. For an order enjoining Apple and GPC to pay 70% of the revenues from sales of the Blogilates App to oGorgeous directly;

**AS TO THE SEVENTH CAUSE OF ACTION**

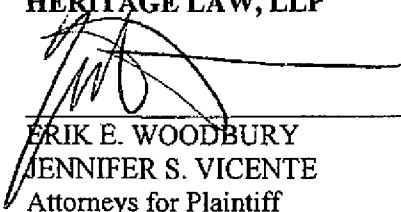
- 6. For a declaration that:
  - a. On behalf of oGorgeous, Veam entered into agreements with Apple and GPC to sell the Blogilates App through the Apple App Store and Google Pay;
  - b. oGorgeous is entitled to receive its 70% share of the revenue from the Blogilates App directly from Apple and GPC; and
  - c. Apple and GPC may immediately begin to pay oGorgeous its 70% share of the revenue from the Blogilates App directly;

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**FOR ALL CAUSES OF ACTION**

- 7. For damages according to proof;
- 8. For reasonable attorneys' fees;
- 9. For costs of suit; and
- 10. For such other and further relief as the court may deem proper.

**HERITAGE LAW, LLP**



DATED: October 11, 2017

ERIK E. WOODBURY  
JENNIFER S. VICENTE  
Attorneys for Plaintiff  
OGORGEOUS, INC.

# EXHIBIT A

10/13/2017

### Customization Service and Special License Agreement

This Customization Service and Special License Agreement (the "Agreement") shall be effective as of August 6th, 2013 ("Effective Date") and is by and between Veam Inc., ("LICENSOR"), a California corporation, whose principal office is located at 250 W El Camino Real, Sunnyvale CA 94087 and ~~oGorgeous Inc.~~ ("LICENSEE"), a S-corp corporation, whose principal office is located at 5875 Carmel way union city ca 94587 (may also be separately and collectively referred to as "party" or "parties").

#### RECITALS:

- A. LICENSOR is in the business of developing and licensing software and has the right to grant appropriate license of the Software as set forth in Exhibit A, attached hereto (the "Software").
- B. LICENSEE is in the business of developing and distributing certain products and/or content (the "Content").
- C. LICENSEE desires to obtain and LICENSOR agrees to perform the customization services (the "Services") on the Software that are specified in Exhibit A, and LICENSOR desires to furnish to LICENSEE a specific version of the Software that has been customized in accordance with applicable specifications ("Customized Product"), as set forth in this Agreement.

#### AGREEMENT:

NOW, THEREFORE, the parties agree:

1. **Customization Services.** In consideration of the Initial Fee (as defined below) paid by LICENSEE, LICENSOR agrees to perform the Services and to customize the Software in accordance with, and within the timeframe prescribed in the Exhibit A attached to this Agreement.
2. **Deliverables.** Upon completion of the Customized Product, LICENSOR shall deliver the Customized Product to LICENSEE in accordance with the timeframe, and in the manner and using the method, set forth in the Exhibit A. After the delivery of the Customized Product, Licensee shall deliver to Licensor on a monthly basis an exclusive video plus any other mutually-agreed content Licensee may license to Licensor (collectively, the "Licensed Content").
3. **Title.**
  - 3.1 LICENSEE agrees that LICENSOR shall retain all right, title and interest (including, without limitation, all copyrights, trademarks, patents, trade secret rights, moral rights, contract and licensing rights, and any other intellectual property rights) in and to all portions of the Software and Customized Product, and any associated documentation and trademark. Other than as provided in Section 4, no rights, interests, title to or ownership of the foregoing is granted or otherwise transferred to LICENSEE or any other entity or person under this Agreement.
  - 3.2 LICENSOR agrees that LICENSEE retains all right, title and interest (including without limitation all copyrights, trademarks, patents, trade secret rights, moral rights, contract and licensing rights, and any other intellectual property rights) in and to all portions of the LICENSEE's Content, and any other content and documentation furnished by LICENSEE to LICENSOR hereunder, including without limitation any modifications, enhancements, adaptations, derivatives, or copies thereof. Other than as provided in Section 4, no rights, interests, title to or ownership of any of the foregoing is granted or otherwise transferred to LICENSOR or any other entity or person under this Agreement.
4. **Software License.**
  - 4.1 During the term of this Agreement, LICENSOR grants LICENSEE a non-exclusive right to distribute the Customized Product in accordance with Exhibit A (the "Software License").

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Confidential

4.2 Subject to the terms and conditions set forth herein, Licensee hereby grants to Licensor a worldwide, perpetual, irrevocable license to all rights with respect to Licensed Content, including without limitation the right to use, sell, sublicense, make, create derivative works, manufacture and distribute programs and/or provide services based on the Licensed Content.

5. Payment Terms.

5.1 **Amount of the Fee.** Upon the execution of this Agreement and in consideration for the Services, Software License and Customized Product, LICENSEE agrees to pay LICENSOR the amount set forth in Exhibit A (the "Fee").

5.2 **Payments.** The Fee and all other amounts payable hereunder by Licensee shall be due within thirty (30) days of the date of LICENSEE'S receipt of an invoice.

6. **Taxes.** LICENSOR's non-refundable Fee under this Agreement is a net amount and does not include any foreign, national, state or local sales, use, value added excise, withholding, or other taxes, customs duties, or similar tariffs and fees that LICENSEE may be required to pay or collect upon the reproduction, distribution, marketing, sublicensing or licensing of the customized product or upon the collection of the fees or otherwise, other than taxes on LICENSOR's income. Should any tax or levy be made, LICENSEE agrees to pay such tax or levy and any costs incurred thereof to ensure that LICENSOR receives the full payment of the fees.

7. **Limitation of Liability.**

7.1 **Disclaimer of Warranty.** EXCEPT AS EXPRESSLY PROVIDED BY THIS AGREEMENT, THE DELIVERABLES ARE BEING PROVIDED TO THE LICENSEE ON AN "AS-IS" BASIS WITHOUT ANY WARRANTY OF ANY KIND, INCLUDING ALL IMPLIED WARRANTIES AND INCLUDING WITHOUT LIMITATION ALL WARRANTIES REGARDING CONDITION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT.

7.2 **Limitation of Liability.** IN NO EVENT SHALL A PARTY BE LIABLE FOR ANY INJURY, LOSS, CLAIM, DAMAGE, OR ANY SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO LOST PROFITS OR LOST SAVINGS), WHETHER BASED IN CONTRACT, TORT, OR OTHERWISE, WHICH ARISES OUT OF OR IS IN ANY WAY CONNECTED WITH ANY USE OF THE DELIVERABLES, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NEVERTHELESS, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF A PARTY EXCEEDS FIFTY PERCENT OF THE AMOUNT OF FEES RECEIVED BY THAT PARTY.

8. **Term.**

8.1 This Agreement shall commence from the above Effective Date and continue for a period of 12 months from such date (the "Initial Term").

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**8.2 Renewal Year.** At the expiration of the Initial Term or any Renewal Year, the term of the License shall renew automatically for an additional year (the "Renewal Year"), unless either party gives to the other party written notice of non-renewal received at least thirty (30) days prior to such expiration.

**8.3 Term of the License.** The Initial Term and any Renewal Years shall be referred to collectively as the "Term".

**8.4 Termination for Breach.** In the event of any failure of a party to pay any amount hereunder when due or in the event of any breach by a party of any of the representations, warranties, covenants, or obligations contained in this Agreement, the non-breaching party shall provide to the breaching party a thirty (30) day notice of breach and the breaching party shall have thirty days (from the date of receiving the notice of breach) to cure any such breach. If the breaching party fails to cure the breach within such thirty (30) days, the non-breaching party shall be entitled to terminate the License immediately upon written notice thereof to the breaching party.

**8.5 Licensee's Obligations Upon Termination.** Upon any termination or expiration of the License: (i) the Licensee shall cease immediately all use of the Software and Customized Products and shall return to the Licensor all materials related to the Software and Customized Products in the Licensee's possession or control; (ii) the Licensee shall cease immediately all use of the Licensor's trademarks on business cards, letterhead, advertising materials and the like; (iii) the Licensee shall notify immediately in writing its sublicensees of the termination; and (iv) the Licensee shall confirm and certify in writing to the Licensor that steps (i), (ii), and (iii) hereof have been taken.

**8.6** Sections 3, 4.2, 5, 6, 7, 8.5, 8.6, and 9 shall survive the termination of this Agreement.

**9. General Provisions.**

**9.1 Governing Law, Jurisdiction, and Venue.** This Agreement shall be governed by and construed according to the laws of the State of California, excluding its conflict of laws rules to the extent such rules would apply the law of another jurisdiction. The parties hereto consent to the jurisdiction of all federal and state courts in California, and agree that venue shall lie exclusively in Santa Clara County, California.

**9.2 Integration.** This Agreement (and the documents referred to herein) embodies the entire understanding of the parties as it relates to the subject matter hereof. This Agreement supersedes any prior agreements or understandings between the parties as to such subject matter, including the Confidentiality Agreement. No amendment or modification of this Agreement shall be valid or binding upon a party unless signed by such party.

**9.3 Notices.** Any notice, demand, or request required or permitted to be given under this Agreement shall be in writing and shall be deemed given when delivered personally or sent via registered or certified mail, return receipt requested, or via overnight courier and addressed to the party at the address of such party set forth at the end of this Agreement or such other address as such party may request by notifying the other in writing.

**9.4 Waiver.** No waiver of any provision of this Agreement will be effective unless in writing and signed by the party against whom such waiver is sought to be enforced. No failure or delay by either party in exercising any right, power, or remedy under this Agreement shall operate as a waiver of any such right, power, or remedy. The express waiver of any right or default hereunder shall be effective only in the instance given and shall not operate as or imply a waiver of any similar right or default on any subsequent occasion.

10/15/2017

9.5 **Severability.** In the event that any provision of this Agreement (or portion thereof) is determined by any court of competent jurisdiction to be invalid or otherwise unenforceable for any reason, then the remainder of this Agreement shall remain in full force and effect according to its terms.

9.6 **Attorney's Fees.** If any party brings any suit, action, counterclaim, or arbitration to enforce or interpret the provisions of this Agreement, then the prevailing party therein shall be entitled to recover a reasonable allowance for attorneys' fees and litigation expenses in addition to court costs. The "prevailing party" within the meaning of this Section includes without limitation a party who agrees to dismiss an action or proceeding upon the other's payment of the sums allegedly due or performance of the covenants allegedly breached, or who obtains substantially the relief it seeks.

9.7 **Successors and Assigns.** The Licensor may assign this Agreement to any entity formed to take over the business related to the Patent Application. The Licensee shall not assign this Agreement or any of the rights and obligations hereunder to any third party. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

9.8 **Specific Performance; Remedies Cumulative.** The Licensee acknowledges that a breach of this Agreement cannot be adequately compensated for by money damages, and agrees that specific performance is an appropriate remedy for any breach or threatened breach hereof. The Licensee acknowledges that compliance with the provisions of this Agreement is necessary in order to protect the proprietary rights of the Licensor. The Licensee further acknowledges that any unauthorized use or disclosure to any third party in breach of this Agreement will result in irreparable and continuing damage to the Licensor. Accordingly, the Licensee hereby: (i) consents to the issuance of any injunctive relief or the enforcement of other equitable remedies against it at the suit of the Licensor (without bond or other security), to compel performance of any of the terms of this Agreement; and (ii) waives any defenses thereto, including without limitation the defenses of failure of consideration, breach of any other provision of this Agreement, and availability of relief in damages. All remedies, whether under this Agreement, provided by law, or otherwise, shall be cumulative and not alternative.

9.9 **Counterparts.** This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by duly authorized officers or representatives on the dates below indicated.

LICENSOR NAME:

("LICENSOR")

By: [Signature]

Name: Miroshi Uchikoga

Title: President, i Veam Inc.

Date: August 6, 2013

LICENSEE NAME:

("LICENSEE")

By: [Signature]

Name: Cassay Ho representing oGorgeous Inc.

Title: CEO of oGorgeous Inc.

Date: August 6, 2013

10/13/2017

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ALL TERMS EXPIRE UNLESS SIGNED ON OR BEFORE August 6th, 2018

Exhibit A  
Business Terms and Conditions

LICENSEE:	Cassey Ho		
	Title	Supported OS	Fees
Licensed Content and Fee:	Blogilates app	IOS 5/6	Initial Fee (IOS): \$2,500 Revenue share: (after Apple and Google fees) 70% to Licensee, 30% to Licensor per in-app sales
License Conditions:	App Store account is managed and handled by the Licensor		
License Starting Date:	Effective Date		
Language(s):	English		
Submission date:	IOS, August 13 <sup>th</sup> , 2013 (app availability depends on App Store approval process)		
Payment Terms:	Initial Fee (IOS) to be paid within 30 days after app submission to Apple App Store. Revenue share calculated monthly and delivered from November 2013.		

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**Exhibit B  
Statement of Work ("SOW") 1**

**1. Project Introduction**

The project is to deliver a customized Veam application for Cassey Ho. The application is called "Bloglates app" in this SOW.

**2. Device Information**

Supported operating system: Apple IOS version 5 and 6

**3. Project Requirements**

Major features are listed in the Product Specification below. Following is the high level guideline of the product:

- Bloglates app for Apple IOS devices shall be available from Apple App Store World Wide.
- App Store submission, App Store account management and app update shall be handled and managed by Veam.

**Product Specification**

Category	Feature	Note	Availability
User Interface	Splash	Show splash image after launching app	Y
Tab bar categories	Videos	Show new videos and categorized videos. Manually updated	Y
	Recipe	Show photo and text of recipes. Manually input.	Y
	Calendar	Show monthly workout calendar with 99cents subscription	Y
		One exclusive video per month downloadable to subscribes	Y
	Forum	Based on forum menu show photos uploaded by users	Y
		Sign in with Facebook account	Y
Store	Link to web store	Link to web store for online purchase	Y

**4. Deliverables and Schedules**

The item listed below indicates Licensee's deliverables to Veam, and vice versa. Any delayed delivery of the dependencies from Licensee may subject to schedule change from Veam. The responsibility of keeping up with the schedule is shared by both Licensee and Veam.

Licensee deliverables shall include:

- App icon
- Splash image
- Video files (shared via cloud ) with description and category list
- App introduction (to be shown in App Store)

Veam deliverables shall include:

- Testflight version for testing before app submission
- Final version for app submission

Dependencies:

- 1) Licensee to provide necessary art work to Veam by Aug 2<sup>nd</sup>
- 2) Licensee to provide full set of video files with description and category list to Veam: Aug 6<sup>th</sup>
- 3) Both parties sign the agreement and finalize the spec by Aug 6<sup>th</sup>

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4) Testflight version from Veam: Aug 9th

5) Licensee to provide App introduction comments to Veam: Aug 8<sup>th</sup>

6) Final approval of testflight by Licensee : Aug 11th

5. Support and Maintenance

- Veam is responsible for fixing product bugs found before app submission and after releasing to public. App update schedule is managed by Veam.
- Veam is responsible for updating the app with newly released videos at least once a week. Licensee is responsible to upload the latest content to a shared cloud storage (ex. Dropbox), and update the content description and category list.
- Veam is responsible for maintaining the content server.

6. Roles and responsibilities

Both Licensee and Veam shall assign a project contact who will be responsible for providing all deliverables and serve as a primary contact point to each other.

Licensee Contact List

Contact	Email	Phone
Cassey Ho	blogilates@gmail.com	(510) 305-8816

Veam Contact List

Contact	Email	Phone
Hiroshi Uchikoga	hiroshi@veam.co	(650) 798-7009
Nao Yoshikawa	nao@veam.co	(510) 402-9119

10/13/2017

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# EXHIBIT B

10/13/2017

ALL TERMS EXPIRE UNLESS SIGNED ON OR BEFORE SEPTEMBER 25<sup>th</sup>, 2013  
Amendment No. 1 to the Customization Service and Special License Agreement

This Amendment No.1 (the "Amendment") is to the Customization Service and Special License Agreement entered into on or about August 6<sup>th</sup>, 2013 (the "Agreement") by and between Veam Inc., ("LICENSOR"), a California corporation whose principal office is located at 250 W El Camino Real, Sunnyvale CA 94087 and oGorgeous Inc. ("LICENSEE"), a S corporation whose principal office is located at 5875 Carmel way union city ca 94587 (may also be separately and collectively referred to as "party" or "parties").

This Amendment becomes effective and commences to govern the parties after the specific written date which the parties have caused this Amendment to be signed by duly authorized officers or representatives; in the event that the written date of the parties' signature is different from one another, the later one shall be deemed as Effective Date of the Amendment.

The parties acknowledge that the Licensee is entitled to perform its licensing right granted under this Amendment from the Effective Date set forth herein and unless otherwise separately agreed by the parties, such licensing right shall be expired at the end of License Term specified in attached Exhibit A.

WHEREAS, the parties have entered into the Agreement;

WHEREAS, in exchange for additional or new considerations, the parties wish to amend the Agreement as set forth below;

NOW, THEREFORE, and in consideration of the mutual covenants and obligations assumed by the parties hereto, it is agreed as follows:

1. The parties agree to include the attached Exhibit A Business Terms and Conditions A-2 and Exhibit B Statement of Work 2.
2. All other terms and conditions of the Agreement not explicitly amended herein shall continue to apply and remain in full force and effect. The terms and conditions herein contained, including all exhibits hereof, constitute the entire agreement between the parties and supersede all previous agreements and understandings, whether oral or written, between the parties with respect to the subject matter hereof. Any additional or different terms and conditions of any ordering document or other instrument submitted by LICENSEE or provided by LICENSOR's employee or agent shall be void unless recorded as amendment(s) to the Agreement pursuant to the terms thereof.

IN WITNESS WHEREOF, the parties have caused this Amendment to be signed by their duly authorized representative on the date(s) appearing under the signature of each party's representative below:

LICENSOR NAME:  
("LICENSOR")

By: Veam Inc. [Signature]  
Name: Hiroshi Uchikoga  
Title: Founder and CEO  
Date: September 21, 2013

LICENSEE NAME:  
("LICENSEE")

By: oGorgeous Inc. [Signature]  
Name: Cessey Ho  
Title: Founder/ceo  
Date: September 21, 2013

10/13/2017

**Exhibit A**  
**Business Terms and Conditions A-2**

<b>LICENSEE:</b>	Cassey Ho		
	<b>Title</b>	<b>Supported OS</b>	<b>Fees</b>
<b>Licensed Content and Fee:</b>	Bloglates app	iOS 5/6/7 Android 2.3, 4.0, 4.1, 4.2, 4.3	Revenue share: (after Apple and Google fees) 70% to Licensee, 30% to Licensor per in-app sales
<b>License Conditions:</b>	App Store account is managed and handled by LICENSOR		
<b>License Starting Date:</b>	Effective Date		
<b>License Term:</b>	11 months from the Effective Date		
<b>Language(s):</b>	English		
<b>App Store Submission Date:</b>	IOS: October 4 <sup>th</sup> , 2013 Android: October 18 <sup>th</sup> , 2013 ( App availability depends on Apple/Google approval process. )		
<b>Payment Terms:</b>	Revenue share calculated monthly and delivered from November 2013.		
<b>Non-Recurring Engineering (NRE) Fee:</b>	Discounted NRE (Non-Recurring Engineering) Fee in the total amount of \$0.00 USD will be charged for the work specified in the SOW, as specified and agreed by both parties.		

10/13/2017

**Exhibit B  
Statement of Work ("SOW") 2**

**1. Project Introduction**

The project is to deliver a customized Veam application for Cassey Ho. The application is called "Bloglates app" in this SOW.

**2. Device Information**

Supported operating system: Apple iOS version 5 and 6, Android version 2.3, 4.0, 4.1, 4.2, 4.3

**3. Project Requirements**

Major features are listed in the Product Specification below. Following is the high level guideline of the product:

- Bloglates app for Apple iOS and Android devices shall be available from Apple App Store and Google Play worldwide.
- App Store submission, App Store account management and app update shall be handled and managed by Veam.
- Android version includes identical features on iPhone version 1.1 available in the App Store in addition to the following specifications.

**Additional Product Specification for iOS version**

Category	Feature	Note	Availability
Features and UI	Calendar	Add Beginner's calendar	Y
	Forum	Twitter login My Posts section	Y
	Forum	Dynamic 24 hour update of Hot Topics	Y
		View all comments feature	Y

**4. Deliverables and Schedules**

The item listed below indicates Licensee's deliverables to Veam, and vice versa. Any delayed delivery of the dependencies from Licensee may subject to schedule change from Veam. The responsibility of keeping up with the schedule is shared by both Licensee and Veam.

Licensee deliverables shall include:

- Description and messages

Veam deliverables shall include:

- Testflight version for iPhone and prototype app for Android testing before app submission
- Final version for app submission

Dependencies:

- 1) Licensee to provide necessary deliverables to Veam by September 23<sup>rd</sup>
- 2) Both parties sign the agreement and finalize the spec by September 25<sup>th</sup>
- 4) Testflight for iOS version from Veam: October 2nd, Prototype for Android October 15th
- 5) Final approval of testflight for iOS version by Licensee : October 3rd, for Android October 17th

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5. Support and Maintenance

- Veam is responsible for finding product bugs found before app submission and after releasing to public. App update schedule is managed by Veam.
- Veam is responsible for updating the app with newly released videos at least once a week. Licensee is responsible to upload the latest content to a shared cloud storage (ex. Dropbox), and update the content description and category list.
- Veam is responsible for maintaining the content server.

6. Roles and responsibilities

Both Licensee and Veam shall assign a project contact who will be responsible for providing all deliverables and serve as a primary contact point to each other.

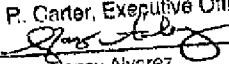
Licensee Contact List

Contact	Email	Phone
Cassey Ho	bloglates@gmail.com	(510) 305-8816

Veam Contact List

Contact	Email	Phone
Hiroshi Uchikoga	hiroshi@veam.co	(650) 798-7009
Nao Yoshikawa	nao@veam.co	(510) 402-9119

10/13/2017

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Erik Woodbury, Esq. (SBN 236142) Heritage Law, LLP 120 Vantis Dr., Suite 300 Aliso Viejo, CA 92656 TELEPHONE NO.: 949.382.6400 FAX NO.: 949.861.6940 ATTORNEY FOR (Name): Plaintiff, OGeorgeous, Inc.		FOR COURT USE ONLY  <b>FILED</b> Superior Court of California County of Los Angeles  OCT 13 2017  Sherri P. Carter, Executive Officer/Clerk By  Deputy Nancy Alvarez
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles STREET ADDRESS: 111 N. Hill Street MAILING ADDRESS: 111 N. Hill Street CITY AND ZIP CODE: Los Angeles 90012 BRANCH NAME: Stanley Mosk Courthouse		
CASE NAME: OGeorgeous, Inc. v. Veam, Inc., et al.		CASE NUMBER:
<b>CIVIL CASE COVER SHEET</b> <input checked="" type="checkbox"/> <b>Unlimited</b> (Amount demanded exceeds \$25,000) <input type="checkbox"/> <b>Limited</b> (Amount demanded is \$25,000 or less)		<b>Complex Case Designation</b> <input type="checkbox"/> <b>Counter</b> <input type="checkbox"/> <b>Joinder</b> Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)
		JUDGE: <b>BC 6 7 9 5 6 4</b> DEPT:

By FAX

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:

<b>Auto Tort</b> <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) <b>Other P/IPD/W/D (Personal Injury/Property Damage/Wrongful Death) Tort</b> <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medica malpractice (45) <input type="checkbox"/> Other P/IPD/W/D (23) <b>Non-P/IPD/W/D (Other) Tort</b> <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 type="checkbox"/> Other non-P/IPD/W/D tort (35) <b>Employment</b> <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	<b>Contract</b> <input checked="" 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) <b>Real Property</b> <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) <b>Unlawful Detainer</b> <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) <b>Judicial Review</b> <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)	<b>Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403)</b> <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) <b>Enforcement of Judgment</b> <input type="checkbox"/> Enforcement of judgment (20) <b>Miscellaneous Civil Complaint</b> <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) <b>Miscellaneous Civil Petition</b> <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
---	---	--

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. <input type="checkbox"/> Large number of separately represented parties	d. <input type="checkbox"/> Large number of witnesses
b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve	e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
c. <input type="checkbox"/> Substantial amount of documentary evidence	f. <input type="checkbox"/> 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): 7 - Breach of Contract, Open Book Account, Account Stated, Breach of Fid

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. ~~File~~ may use form CM-015.)

Date: October 11, 2017  
 Erik E. Woodbury, Esq. 

**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.



ORIGINAL

SHORT TITLE: OGORGEIOUS, INC vs. VEAM, INC. et al.

CASE NUMBER

BC 6 7 9 5 6 4

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.

By FAX

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

Table with 3 columns: A (Civil Case Cover Sheet Category No.), B (Type of Action), and C (Applicable Reasons). Rows include Auto (22), Uninsured Motorist (46), Asbestos (04), Product Liability (24), Medical Malpractice (45), and Other Personal Injury/Property Damage/Wrongful Death (23).

10/10/07

SHORT TITLE:

OGORGEIOUS, INC vs. VEAM, INC. et al.

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 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 (05) (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 checked="" 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
	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
Real Property	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-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	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: <b>OGORGEIOUS, INC vs. VEAM, INC. et al.</b>	CASE NUMBER
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	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Judicial Review	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 <input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter <input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	2, 8 2 2
	Other Judicial Review (39)	<input type="checkbox"/> A6150 Other Writ /Judicial Review	2, 8
Provisionally Complex Litigation	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	Enforcement of Judgment (20)	<input type="checkbox"/> A6141 Sister State Judgment <input type="checkbox"/> A6160 Abstract of Judgment <input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations) <input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes) <input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax <input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2, 5, 11 2, 6 2, 9 2, 8 2, 8 2, 8, 9
	RICO (27)	<input type="checkbox"/> A6033 Racketeering (RICO) Case	1, 2, 8
Miscellaneous Civil Complaints	Other Complaints (Not Specified Above) (42)	<input type="checkbox"/> A6030 Declaratory Relief Only <input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment) <input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex) <input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)	1, 2, 8 2, 8 1, 2, 8 1, 2, 8
	Partnership Corporation Governance (21)	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2, 8
Miscellaneous Civil Petitions	Other Petitions (Not Specified Above) (43)	<input type="checkbox"/> A6121 Civil Harassment <input type="checkbox"/> A6123 Workplace Harassment <input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case <input type="checkbox"/> A6190 Election Contest <input type="checkbox"/> A6110 Petition for Change of Name/Change of Gender <input type="checkbox"/> A6170 Petition for Relief from Late Claim Law <input type="checkbox"/> A6100 Other Civil Petition	2, 3, 9 2, 3, 9 2, 3, 9 2 2, 7 2, 3, 8 2, 9

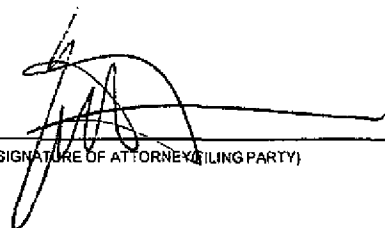
SHORT TITLE: OGORGEIOUS, INC vs. VEAM, INC. et al.	CASE NUMBER
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**Step 4: Statement of Reason and Address:** Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected. Enter the address which is the basis for the filing location, including zip code. (No address required for class action cases).

REASON: <input checked="" type="checkbox"/> 1. <input type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input checked="" 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: 5369 W. Pico Blvd.
CITY: Los Angeles	STATE: CA	ZIP CODE: 90019

**Step 5: Certification of Assignment:** I certify that this case is properly filed in the Central (Stanley Mosk) 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: October 12, 2017

  
 \_\_\_\_\_  
 (SIGNATURE OF ATTORNEY FILING PARTY)

**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.

10/13/17