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1 JAY N. APPLEBAUM (93464)  
Attorney at Law  
2 6355 Topanga Canyon Boulevard  
Suite 255  
3 Woodland Hills, California 91367  
(805)497-4393 Fax: (805)497-4394

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5 Attorney for Plaintiff  
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8 SUPERIOR COURT OF CALIFORNIA  
9 COUNTY OF LOS ANGELES  
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11  
12 THE TENNIS CHANNEL, INC. ) Case No. 20SMCV01159  
13 )  
14 Plaintiff, )  
15 -vs- ) COMPLAINT FOR:  
16 SKYROKIT INC.; ROKIT PHONE ) 1. Account Stated  
COMPANY LLC; ROKIT INC.; ) 2. Common Counts  
17 AND DOES 1 through 10, inclusive; ) 3. Open Book Account  
18 ) DEMAND DOES EXCEED  
Defendants. ) THE SUM OF \$25,000  
19 ) UNLIMITED CIVIL CASE  
20 )

21 Plaintiff alleges as follows:  
22

23 FIRST CAUSE OF ACTION

24 (Account Stated Against All Defendants)

25 1. Plaintiff at all times herein mentioned was and is a  
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1 corporation qualified to do business in California.

2           2. This cause of action is being brought in this  
3 jurisdiction and venue due to the fact that defendant's principal  
4 place of business is located in this jurisdiction.

5           3. The true and correct names and capacities, whether  
6 individual, corporate, associate or otherwise of defendants, DOES 1  
7 through 10, inclusive, are unknown to plaintiff who therefore sues  
8 these defendants by such fictitious names. Plaintiff asks leave of  
9 the court to insert their true names and capacities when they have  
10 been ascertained. Plaintiff is informed and believes and thereon  
11 alleges that each of the fictitiously named defendants are  
12 responsible in some manner for the debt, obligations and liabilities  
13 as hereinafter alleged.

14           4. The obligations and claims sued upon herein were made  
15 and entered into and are due and payable in the county in which this  
16 action is brought, and are not subject to the provisions of Section  
17 1812.70 and 2984 of the California Civil Code, or Section 395(b) of  
18 the California Code of Civil Procedure.

19           5. At all times herein mentioned, plaintiff is informed  
20 and believes that defendant, Skyrokit Inc., is a corporation doing  
21 business in the State of California.

22           6. At all times herein mentioned, plaintiff is informed  
23 and believes that defendant, Rokit Phone Company LLC, is a limited  
24 liability company doing business in the State of California.

25           7. At all times herein mentioned, plaintiff is informed

1 and believes that defendant, Rokit Inc., is a corporation doing  
2 business in the State of California.

3 8. At all times herein mentioned, each defendant was  
4 acting as the principal, agent, servant or employee of each other  
5 defendant and at all times herein mentioned was acting within the  
6 course and scope of such agency or employment.

7 9. At all times herein mentioned, each defendant was  
8 acting as part of the Rokit Group, a next-generation global media  
9 company engaged in multiple aspects of content production and  
10 distribution, including movies, television, sports, music, drinks,  
11 and mobile. Rokit Group leverages business units, independently and  
12 together, to create content across all mediums. Each of the  
13 defendants benefitted from the sponsorships and advertising services  
14 performed on their behalf by Plaintiff.

15 10. Within four years preceding the commencement of this  
16 action, an account was stated by and between plaintiff and  
17 defendants, Skyrokit Inc., Rokit Phone Company LLC, Rokit Inc. and  
18 DOES 1 through 10, and each of them, pursuant to which defendants are  
19 indebted to plaintiff in the sum of \$625,012.00, together with  
20 interest thereon at the rate of ten (10%) percent per annum since  
21 payment was demanded on September 29, 2019.  
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SECOND CAUSE OF ACTION

(Common Counts Against All Defendants)

11. Plaintiff realleges and incorporates herein by reference the allegations contained in paragraphs 1 through 6, inclusive as though fully set forth herein.

12. Within two years preceding the commencement of this action, defendants, Skyrokit Inc., Rokit Phone Company LLC, Rokit Inc., and DOES 1 through 10, and each of them, became indebted to plaintiff in the sum of \$625,012.00 for the reasonable value of sponsorships of tennis tournaments, work, labor, advertising services and materials rendered by plaintiff to defendants at defendants' request. The sum of \$625,012.00 is the reasonable value of said work, labor, advertising services and materials.

13. No part of said sum has been paid although demand for payment has been made. There is now due, owing and unpaid the sum of \$625,012.00, together with interest thereon at the rate of ten (10%) percent per annum since payment was demanded on September 29, 2019.

THIRD CAUSE OF ACTION

(Open Book Account Against All Defendants)

14. Plaintiff realleges and incorporates herein by reference the allegations contained in paragraphs 1 through 6, inclusive as though fully set forth herein.

1           15. Within four years preceding the commencement of this  
2 action defendants, Skyrokit Inc., Rokit Phone Company LLC, Rokit  
3 Inc., and DOES 1 through 10, and each of them, became indebted to  
4 plaintiff in the sum of \$625,012.00, for a balance due on a book  
5 account for sponsorships of tennis tournaments on plaintiff's  
6 television network, work, labor, advertising services and materials  
7 rendered by plaintiff to defendants at defendants' request.  
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9           16. No part of said sum has been paid although demand for  
10 payment has been made. There is now due, owing and unpaid the sum of  
11 \$625,012.00, together with interest thereon at the rate of ten (10%)  
12 percent per annum since payment was demanded on September 29, 2019.  
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14           WHEREFORE, plaintiff prays judgment against defendants, and  
15 each of them, as follows:

16           1. For damages in the sum of \$625,012.00

17           2. For prejudgment interest at the legal rate of ten  
18 (10%) per cent per annum from September 29, 2019

19           3. For Reasonable Attorney Fees as allowed by credit  
20 application.  
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22           4. For Reasonable Attorney Fees as allowed by CCC1717.5

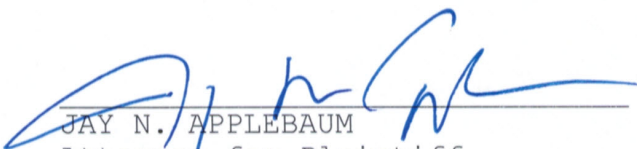
23           5. For costs of Collection

24           6. For costs of suit incurred herein; and  
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7. For such other and further relief as the court may consider just and proper.

DATED: August 26, 2020

  
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JAY N. APPLEBAUM  
Attorney for Plaintiff