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20 *Peter Kravitz* as duly appointed trustee of *The*  
21 *Core Litigation Trust*



SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

**BC 6 4 3 7 3 2**

22 CORE LITIGATION TRUST, by and through its  
23 duly appointed trustee, PETER KRAVITZ

24 Plaintiff,

25 v.

26 APOLLO GLOBAL MANAGEMENT, LLC; APOLLO  
27 GLOBAL SECURITIES, LLC; APOLLO  
28 MANAGEMENT HOLDINGS GP, LLC; APOLLO  
MANAGEMENT HOLDINGS, L.P.; APOLLO  
MANAGEMENT GP, LLC; APOLLO  
MANAGEMENT, L.P.; APOLLO CORE HOLDINGS  
GP, LLC; APOLLO CORE HOLDINGS, L.P.;  
APOLLO CAPITAL MANAGEMENT VII, LLC;  
APOLLO ADVISORS VII, L.P.; APOLLO  
INVESTMENT FUND VII, L.P.; APOLLO  
OVERSEAS PARTNERS VII, L.P.; APOLLO  
OVERSEAS PARTNERS VII (DELAWARE), L.P.;  
APOLLO OVERSEAS PARTNERS VII (DELAWARE  
892), L.P.; APOLLO INVESTMENT FUND (PB)

Case No.: \_\_\_\_\_

**COMPLAINT**

**Demand For Jury Trial**

RECEIPT #: CCH451233101  
DATE PAID: 12/12/16 03:13 PM  
PAYMENT: \$1,435.00 310  
RECEIVED:  
CHECK: \$1,435.00  
CASH: \$0.00  
CHANGE: \$0.00  
CARD: \$0.00

CASE NO.

COMPLAINT

CIT/CASE: BC643732  
LEA/DEF#: \_\_\_\_\_

12/12/2016

1 VII, L.P.; MEDIARENA HOLDING B.V.; AP NMT  
2 COOPERATIEF U.A.; AP NMT JV NEWCO B.V.  
3 (D/B/A ENDEMOL SHINE GROUP); ENDEMOL  
4 SHINE NORTH AMERICA; ENDEMOL USA  
5 HOLDING, INC.; TWENTY-FIRST CENTURY FOX,  
6 INC.; 21ST CENTURY FOX EUROPE AND ASIA,  
7 INC.; AND DOES 1-100

8 Defendants.

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CASE NO.

COMPLAINT.

12/12/2016

Plaintiff, the CORE Litigation Trust ("Plaintiff" or the "Trust"), acting by through its duly appointed trustee Peter Kravitz (the "Trustee") and its attorneys of record, asserts this Civil Complaint against Defendants, which include the following Apollo-affiliated entities (collectively, "Apollo"): (i) Apollo Global Management, LLC; Apollo Global Securities, LLC; Apollo Management Holdings GP; LLC; Apollo Management Holdings, L.P.; Apollo Management GP, LLC; and Apollo Management, L.P. (together, "Apollo Management"); (ii) Apollo CORE Holdings GP, LLC and Apollo CORE Holdings, L.P. (the "Former CORE Equity Holders"); (iii) Apollo Capital Management VII, LLC and Apollo Advisors VII, L.P. (together, the "Fund VII Funds General Partners"); and (iv) Apollo Investment Fund VII, L.P.; Apollo Overseas Partners VII, L.P.; Apollo Overseas Partners VII (Delaware), L.P.; Apollo Overseas Partners VII (Delaware 892), L.P.; and Apollo Investment Fund (PB) VII, L.P. (together, the "Fund VII Funds"). The Trust, acting by and through its duly appointed Trustee and its attorneys of record further asserts this Civil Complaint against Defendants MediArena Holding, B.V. ("MediArena"); AP NMT Cooperatief U.A. ("AP Coop"); AP NMT JV NewCo B.V. (d/b/a Endemol Shine Group) (the "Joint Venture"); Endemol Shine North America ("Endemol/Shine U.S."); Endemol USA Holding, Inc. ("Endemol"); Twenty-First Century Fox, Inc. and 21st Century Fox Europe and Asia, Inc. (together, "Fox"); and Doe Defendants 1-100.

### INTRODUCTION

1. This is a case about Defendants intentionally interfering with the bargained-for contractual rights of lenders, who were owed \$360 million by CORE Media, Inc. ("CORE Media") and its affiliates (collectively, "CORE"). Through the formation of a joint venture that obtained ownership and control of CORE, the Defendants induced CORE to breach its loan agreements, and disrupted CORE's performance of the loan agreements. The Defendants' conduct caused a change of control of CORE and caused a combination of CORE with other entities, without CORE's lenders either being paid in full or having the loan liabilities assumed, in knowing violation of the loan agreements. CORE's lenders suffered damaged by this conduct because the Defendants prevented CORE from fully performing on its loan obligations. Plaintiff,

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1 which is a trust formed for the benefit of CORE's creditors and which holds the claims of lenders  
2 to CORE, now seeks redress against the Defendants' intentional interference.

3 2. CORE was acquired in 2011 through a highly leveraged buyout by private equity  
4 company Apollo. When CORE became distressed, Apollo—as it has been known to do in other  
5 cases—engineered a series of complex transactions to exit CORE and avoid liability for the  
6 substantial debt that it had caused CORE to incur. Working together with the other Defendants  
7 in this case, Apollo set up an elaborate “joint venture” arrangement designed to strip CORE of its  
8 remaining cash, transfer CORE's corporate opportunities to its competitors, and ultimately leave  
9 CORE to default on its obligations to its lenders.

10 3. CORE Media is an entertainment company headquartered in Los Angeles,  
11 California. CORE Media produced *American Idol* and continues to produce and develop *So You*  
12 *Think You Can Dance*, as well as scripted and unscripted television programs. At all relevant  
13 times, CORE Media's media and production assets—which are at the center of this case—  
14 maintained a significant nexus with Los Angeles, California, where those assets are ultimately  
15 translated into entertainment content that is distributed worldwide.

16 4. In 2011, Apollo acquired CORE Media's corporate parent in a highly-leveraged  
17 deal for \$510 million financed by a short-term bridge loan. The short-term bridge loan used by  
18 Apollo to acquire CORE was quickly refinanced, pursuant to two new lending agreements totaling  
19 \$360 million, which required CORE to (1) repay the lenders if CORE underwent a change in  
20 control; and (2) only engage in mergers or business combinations if the newly-formed entity  
21 agreed to assume the obligation on the loans. The lenders imposed these restrictions on Apollo  
22 to ensure that Apollo had “skin in the game,” and would not be able to effectively take value away  
23 from CORE, or enjoy an exit event, in ways that would disrupt the lenders' ability to be repaid by  
24 CORE under the lending agreements.

25 5. Despite the restrictions in the loan agreements on CORE's ability to combine with  
26 other entities or undergo changes in control Apollo caused CORE to undertake, and be subject to,  
27 multiple complex arrangements designed to benefit Apollo's equity position to the detriment of  
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1 the lenders. These arrangements ultimately resulted in changes in control of CORE, as well as a  
2 business combination with (1) Shine USA Holdings Inc. ("Shine"), a subsidiary of Defendants  
3 Twenty-First Century, Inc. and 21st Century Fox Europe and Asia, Inc. (together "Fox"); and (2)  
4 Apollo's other media investment Endemol (a competing business to CORE which Apollo had  
5 taken control of in early 2014). Yet, Apollo failed to cause CORE to repay the loans owing to  
6 the lenders or provide for the entities with which CORE was combined to assume the obligations  
7 owing to the lenders. Apollo orchestrated this scheme in an effort to monetize its investment in  
8 CORE while keeping CORE's lenders from Apollo's interests in Endemol and Shine.

9 6. When it acquired the stock of CORE in 2011, Apollo made sure to have the power  
10 to appoint a majority of the directors of CORE Holdings so that, through its voting power, it could  
11 control management and the business decisions of CORE Media. Apollo also arranged for  
12 Apollo Management to have a lucrative contract with CORE to provide so-called "management"  
13 services to CORE, even though CORE already had senior officers. From 2011 through the first  
14 half of 2014, Apollo caused CORE Media to pay Apollo over \$5 million for such "management"  
15 services.

16 7. But Apollo's bet that *American Idol* would create substantial profits for Apollo did  
17 not work out as originally planned. Apollo acquired CORE at the height of *American Idol*'s  
18 success and thus paid a premium for the stock. But, by 2012, *American Idol*'s ratings began to  
19 slip, and Apollo began to search for ways to siphon value away from CORE and use CORE to  
20 prop up the value of its other investments, all at the expense of CORE's lenders.

21 8. Unfortunately, history has since shown that Apollo is willing to bend and break the  
22 rules to engineer escapes from unfavorable financing positions, leaving its acquisition targets to  
23 succumb to bankruptcy while creditors are left holding the bag. In one notable example, the  
24 Examiner who was appointed by Court-order in the bankruptcy case involving Caesars  
25 Entertainment found that Apollo had likely orchestrated fraudulent transfers and breached  
26 fiduciary duties through a corporate shell game designed to prejudice lenders. *In re Caesars*  
27 *Entertainment Operating Co., Inc. et al.*, Case No. 1: 15-bk-01145, dkt 3401 at 3 (Bankr. N.D.

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1 Ill.). The Examiner's report notes that Apollo had improperly "removed" assets to the detriment  
 2 of creditors, treating the debtor "as if it was a solvent 100% owned subsidiary when the reality,  
 3 confirmed in much of the contemporaneous analyses they themselves created, was very different."  
 4 In doing so, concluded the Examiner, Apollo had improperly assumed it could negotiate  
 5 resolutions for its financially distressed affiliates "without the need to pay adequate attention to the  
 6 requirements associated with being fiduciaries of an insolvent entity." *Id.* at 4, 5. The Apollo  
 7 head of the Caesar's deal proudly announced—in an article about the Caesar's debacle—that "I'll  
 8 never shy away from financial engineering." (See [http://fortune.com/2015/06/05/caesars-losing-](http://fortune.com/2015/06/05/caesars-losing-las-vegas/)  
 9 [las-vegas/](http://fortune.com/2015/06/05/caesars-losing-las-vegas/).)

10 9. The same pattern holds here. Apollo and its affiliated Defendants, with Fox's  
 11 participation, engaged in a scheme to evade CORE's obligations to its lenders involving dozens of  
 12 steps undertaken through nearly all of 2014 (some directly involved CORE, while others involved  
 13 third parties). At the center of the scheme, Apollo did two things.

14 10. One, it forced CORE to enter into a "Shared Services Agreement" with Defendant  
 15 Endemol (controlled by Apollo), which even an Apollo senior partner (who sat on the board of  
 16 CORE and Endemol) described as an "operational merger" between CORE and Endemol.  
 17 Apollo's lawyers—who were often the same as CORE's lawyers—prepared talking points saying  
 18 that CORE would be "effectively operated as a subsidiary of Endemol" under this arrangement.  
 19 Ultimately, this agreement had no benefit to CORE other than to pave the way for CORE to  
 20 consolidate with Endemol and Shine.

21 11. Two, Apollo contributed 100% of the equity in CORE and Endemol to what was  
 22 called a "joint venture" with Fox, with Fox contributing its stake in Shine. Specifically, on  
 23 December 12, 2014, the joint venture was consummated in the form of newly created entity AP  
 24 NMT JV NewCo B.V. (d/b/a Endemol Shine Group) (the "Joint Venture"). This move resulted  
 25 in a combination or amalgamation of CORE Media with Endemol and Shine. Indeed, the  
 26 European Union Commission on Competition found that Apollo and Fox "*entered into an*  
 27 *agreement with the purpose of combining their respective businesses in the production and*  
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1 *distribution of audio-visual content . . .*" (emphasis added).<sup>1</sup> The Commission further found  
2 that the joint venture between Apollo and Fox would "conduct the business previously conducted  
3 by . . . CORE Media." Even an Apollo executive admitted that the joint venture was combining  
4 Core and Endemol with Shine.

5 12. On information and belief, the joint venture also resulted in Apollo ceding majority  
6 control over CORE. The loan agreements prohibited any person other than Apollo from having  
7 majority voting power. The joint venture did acquire such majority voting power. Moreover,  
8 on information and belief, Fox acquired majority voting power over CORE through a management  
9 committee for the joint venture that Fox controlled.

10 13. In order to successfully execute its scheme, on information and belief, Apollo used  
11 an inflated valuation of CORE Media (even though by 2014 CORE Media was almost assuredly  
12 insolvent) so that, when combined with the Endemol equity it was contributing, Apollo would end  
13 up with 50% of the ownership of the Joint Venture plus receive substantial cash distributions.

14 14. Understanding the risk that lenders would discover the true nature of these  
15 transactions and their impact on the lending agreements, Apollo undertook steps to conceal and  
16 mislead as to the substance and nature of the transactions.

17 15. First, Apollo caused the transactions to have different labels than their substance.  
18 The transaction referred to as a "Shared Services Agreement" was discussed by Apollo insiders as  
19 a "merger," and Apollo's lawyers referenced CORE becoming a "subsidiary" of Endemol.

20 16. Second, Apollo caused CORE to change basic corporate governance practices to  
21 permit the corporate moves necessary for the scheme to occur outside the view of CORE's full  
22 board. Throughout 2014, Apollo caused CORE to suspend full board of directors' meetings,  
23 thereby eliminating scrutiny from non-Apollo directors, and eliminating minutes of board  
24 meetings.

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26  
27 <sup>1</sup> Commission Decision Pursuant to Article 6(1)(b) of Council Regulation No 139/20041  
(Case M.7360).

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1        17. Third, Apollo portrayed the "Joint Venture" as a 50/50 deal, even though the  
2 operative corporate documents, on information and belief, involved the non-Apollo half of the  
3 combination having control over the management committee that would operate the entity.

4        18. Fourth, Apollo refused to even provide CORE management with complete versions  
5 of the business combination documents. If CORE had such documents, it would mean the  
6 lenders would be more likely to be able to see the documents. Apollo thus rejected requests from  
7 CORE management to see the documents.

8        19. Apollo fully understood CORE's pre-existing obligations to its lenders at the time  
9 Apollo orchestrated these machinations. Apollo understood that the transactions would cause  
10 CORE to breach the lending agreements, would materially impair CORE's ability to repay its  
11 significant debts, and would undermine the collateral and guarantee rights of CORE's lenders.  
12 Indeed, these were Apollo's goals.

13        20. On information and belief, Fox also had knowledge of CORE's obligations under  
14 the FLTLA and the SLTLA (and the terms thereof) by virtue of the due diligence it conducted.  
15 Fox knew that the Joint Venture would not be assuming CORE's loan liabilities and knew that the  
16 Joint Venture would control 100% of the voting power of CORE's voting stock. Fox had  
17 incentive to have CORE breach its agreements with the lenders, as it wanted to avoid having the  
18 Joint Venture be saddled with the debt owed by CORE.

19        21. Predictably, Apollo's scheming resulted in the continued deterioration of CORE's  
20 financial state. Mere months after the consummation of the Joint Venture, CORE began  
21 receiving notices of default under the FLTLA and the SLTLA, and began to miss required interest  
22 payments. CORE spent most of 2015 and early 2016 negotiating with its lenders to restructure  
23 CORE's debt, resulting in a restructuring support agreement entered into in April 2016 that  
24 contemplated a bankruptcy filing. On April 28, 2016, CORE Media and various of its affiliates  
25 filed chapter 11 petitions in the United States Bankruptcy Court for the Southern District of New  
26 York (the "Bankruptcy Cases"). In that bankruptcy, CORE's lenders received a fraction of what  
27 they were owed.

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1 PARTIES

2 22. Plaintiff, the CORE Litigation Trust ("Plaintiff" or the "Trust"), is a litigation trust  
3 created and formed under the laws of the State of New York by the October 13, 2016 Litigation  
4 Trust Agreement. Peter Kravitz was appointed and serves as the Trustee. The Trust  
5 beneficiaries are listed at Exhibit A of the Litigation Trust Agreement, several of whom are  
6 California residents or are headquartered in California. The Trust is the assignee of the claims of  
7 CORE's lenders against Defendants.

8 23. Defendant Apollo Global Management, LLC is a Delaware limited liability  
9 company with its principal executive offices located at 9 West 57th Street, 43rd Floor, New York,  
10 New York 10019. On information and belief, Apollo Global Management is the organization at  
11 the top of the Apollo empire, and maintains an office at 2000 Avenue of the Stars, Suite 510 N.  
12 Los Angeles, CA 90067, through which it conducts business in California. Several of the  
13 directors of CORE Holdings appointed by Apollo are Apollo senior partners and advisors.

14 24. Defendant Apollo Global Securities, LLC is a Delaware limited liability company  
15 and, on information and belief, maintains a principal executive office located at 9 West 57th  
16 Street, 43rd Floor, New York, New York 10019.

17 25. Defendant Apollo Management Holdings GP, LLC is a Delaware limited liability  
18 company and, on information and belief, maintains a principal executive office located at 9 West  
19 57th Street, 43rd Floor, New York, New York 10019.

20 26. Defendant Apollo Management Holdings, L.P. is a Delaware limited partnership  
21 and, on information and belief, maintains a principal executive office located at 9 West 57th  
22 Street, 43rd Floor, New York, New York 10019. The general partner of Apollo Management  
23 Holdings, L.P. is Apollo Management Holdings GP, LLC.

24 27. Defendant Apollo Management GP, LLC is a Delaware limited liability company  
25 and, on information and belief, maintains a principal executive office located at Two  
26 Manhattanville Road, Suite 203, Purchase, NY 10577.

27 28. Defendant Apollo Management, L.P. is a Delaware limited partnership and, on  
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1 information and belief, maintains a principal executive office located at Two Manhattanville Road,  
2 Suite 203, Purchase, NY 10577. The general partner of Apollo Management, L.P. is Apollo  
3 Management GP, LLC.

4 29. Defendant Apollo CORE Holdings GP, LLC is a Delaware limited liability  
5 company and, on information and belief, maintains a principal executive offices located at 9 West  
6 57th Street, 43rd Floor, New York, New York 10019.

7 30. Defendant Apollo CORE Holdings, L.P. is a Delaware limited partnership and, on  
8 information and belief, maintains a principal executive offices located at 9 West 57th Street, 43rd  
9 Floor, New York, New York 10019. The general partner of Apollo CORE Holdings, L.P. is  
10 Apollo CORE Holdings GP, LLC.

11 31. Defendant Apollo Capital Management VII, LLC is a Delaware limited liability  
12 company and, on information and belief, maintains a principal executive office located at Two  
13 Manhattanville Road, Suite 203, Purchase, NY 10577.

14 32. Defendant Apollo Advisors VII, L.P. is a Delaware limited partnership and, on  
15 information and belief, maintains a principal executive office located at One Manhattanville Road,  
16 Suite 203, Purchase, NY 10577. The general partner of Apollo Advisors VII, L.P. is Apollo  
17 Capital Management VII, LLC.

18 33. Defendant Apollo Investment Fund VII, L.P. is a Delaware limited partnership and,  
19 on information and belief, maintains a principal executive offices located at 9 West 57th Street,  
20 43rd Floor, New York, New York 10019. The general partners of Apollo Investment Fund VII,  
21 L.P. are Apollo Capital Management VII, LLC and Apollo Advisors VII, L.P.

22 34. Defendant Apollo Overseas Partners VII, L.P. is a Cayman Islands limited  
23 partnership and, on information belief, maintains a principal executive offices located at One  
24 Manhattanville Road, Suite 203, Purchase, NY 10577. The general partners of Apollo Overseas  
25 Partners VII, L.P. are Apollo Capital Management VII, LLC and Apollo Advisors VII, L.P.

26 35. Defendant Apollo Overseas Partners VII (Delaware), L.P. is a Delaware limited  
27 partnership and, on information belief, maintains a principal executive office located at One  
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1 Manhattanville Road, Suite 203, Purchase, NY 10577. The general partners of Apollo Overseas  
2 Partners VII (Delaware), L.P. are Apollo Capital Management VII, LLC and Apollo Advisors VII,  
3 L.P.

4 36. Defendant Apollo Overseas Partners VII (Delaware 892), L.P. is a Delaware  
5 limited partnership and, on information and belief, maintains a principal executive offices located  
6 at 9 West 57th Street, 43rd Floor, New York, New York 10019. The general partners of Apollo  
7 Overseas Partners VII (Delaware 892), L.P. are Apollo Capital Management VII, LLC and Apollo  
8 Advisors VII, L.P.

9 37. Defendant Apollo Investment Fund (PB) VII, L.P. is a Delaware limited  
10 partnership and, on information belief, maintains a principal executive offices located at One  
11 Manhattanville Road, Suite 203, Purchase, NY 10577. The general partners of Apollo  
12 Investment Fund (PB) VII, L.P. are Apollo Capital Management VII, LLC and Apollo Advisors  
13 VII, L.P.

14 38. Defendant MediArena Holding B.V. ("MediArena") is a Dutch B.V. and, on  
15 information and belief, maintains a principal place of business in the Netherlands.

16 39. Defendant AP NMT Cooperatief U.A. ("AP Coop") is a Dutch U.A. and, on  
17 information and belief, maintains a principal place of business in the Netherlands.

18 40. Defendant AP NMT JV NewCo B.V. (d/b/a Endemol Shine Group) (the "Joint  
19 Venture") is a Dutch B.V. and, on information and belief, maintains a principal place of business  
20 in the Netherlands.

21 41. On information and belief, Defendant Endemol Shine North America  
22 ("Endemol/Shine U.S.") is a fictitious name of the North American subsidiary of the Joint  
23 Venture. The Trust currently lacks knowledge of the true name and organizational structure of  
24 the entity doing business as Endemol Shine North America. However, on information and belief,  
25 Endemol/Shine U.S. maintains a principal place of business at 5161 Lankershim Blvd, Suite 400,  
26 North Hollywood, CA, USA, 91601.

27 42. Defendant Endemol USA Holding, Inc. ("Endemol") is a Delaware corporation

1 and, on information and belief, maintains a principal place of business at 9255 W. Sunset Blvd.  
2 #1100, Los Angeles, CA 90069.

3 43. Defendant Twenty-First Century Fox, Inc. is a Delaware corporation and, on  
4 information and belief, maintains a principal place of business at 1211 Avenue of Americas 8th  
5 Floor, New York, NY 10036. On information and belief Twenty-First Century Fox, Inc. also  
6 operates an office at 2121 Avenue of The Stars, Suite 1100, Los Angeles, CA 90067.

7 44. Defendant 21st Century Fox Europe and Asia, Inc. (together, with Twenty-First  
8 Century Fox, Inc., "Fox") is a Delaware corporation and, on information and belief, maintains a  
9 principal place of business at 1211 Avenue of Americas 8th Floor, New York, NY 10036.

10 45. The Trust is ignorant of the true names or capacities of the Defendants sued herein  
11 under the fictitious names Doe 1-100 inclusive. Such Defendants are legally responsible for the  
12 events and happenings described herein and for the damages proximately caused thereby. The  
13 Trust will seek leave of Court to amend this complaint to set forth the true names and capacities of  
14 such Defendants and allegations pertaining thereto when such information has been ascertained.

15 **JURISDICTION AND VENUE**

16 46. This Court has jurisdiction over all of the Apollo-affiliated Defendants,  
17 MediArena, AP Coop, the Joint Venture, and Fox pursuant to California Code of Civil Procedure  
18 section 410.10 because each regularly does or solicits business within the State of California, each  
19 has committed tortious acts within the State of California causing injury to person(s) within the  
20 State of California, and each has expected or reasonably should have expected that its acts would  
21 have consequences within the State of California.

22 47. This Court has jurisdiction over Endemol and Endemol/Shine U.S. pursuant to  
23 California Code of Civil Procedure section 410.10 because each maintains a principal place of  
24 business within the State of California.

25 48. Venue is proper in this court pursuant to California Code of Civil Procedure  
26 sections 395 and 395.5.

**STATEMENT OF FACTS**

49. At all relevant times, CORE Entertainment Holdings, Inc. ("CORE Holdings") owned the stock of CORE Entertainment, Inc. (f/k/a CKx Entertainment, Inc.) ("CORE Entertainment" or the "Borrower"), which in turned owned its U.S. operating subsidiary, CORE Media Group Inc. (f/k/a "CKx, Inc.") ("CORE Media"), a Delaware corporation with its principal place of business in Los Angeles, California. During all relevant times, CORE Media, CORE Entertainment, and CORE Holdings (together, "CORE") had overlapping management and control and a substantial unity of interest. The vast majority of CORE's day-to-day business decisions are made in Los Angeles, and its President has worked from CORE's Los Angeles office. CORE Holdings' directors have listed CORE's Los Angeles office as their mailing address.

50. CORE is the holder of intellectual property rights in television and other entertainment media. Prior to 2012, CORE's primary business was to generate revenue from licensing and managing its intellectual property through various subsidiaries and affiliates. During the relevant time, CORE's significant assets included the rights to the popular television series *American Idol* and *So You Think You Can Dance*, which were owned and produced in Los Angeles, California.

51. CORE also owned, prior to 2014, (i) Elvis Presley Enterprises ("ESE"), the 85% owner of the name, image, and likeness of Elvis Presley, certain music and other intellectual property created by Elvis Presley, and the operations of the "Graceland" attraction; and (ii) Muhammad Ali Enterprises ("MAE"), the 80% owner of the name, image, and likeness of Muhammad Ali, as well as related trademarks and other intellectual property.<sup>2</sup>

***The June 2011 Acquisition Of CORE By Apollo***

52. On June 21, 2011, Apollo acquired control of CORE (at that time CORE Media being a publicly traded company called CKx, Inc.) through a tender-offer and merger effectuated by Defendants Apollo CORE Holdings, L.P. and Apollo Investment Fund VII, L.P. The

<sup>2</sup> In late 2013, at Apollo's direction, CORE sold these assets for approximately \$115 million in cash, placing the cash in an unrestricted subsidiary of CORE.

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1 transaction yielded CKx, Inc.'s shareholders \$5.50 per share and was priced in excess of \$500  
2 million. The purchase was a leveraged buy-out and was financed in-part by a \$360 million  
3 bridge loan facility that was set to mature on June 21, 2012.

4 ***The December 2011 Loan Agreements***

5 53. In December 2011, Apollo re-financed \$360 million of the acquisition price of  
6 CORE through two rounds of secured financing. First, Apollo caused CORE Entertainment to  
7 enter into a First Lien Term Loan Agreement (together with associated guarantees and collateral  
8 agreements, the "FLTLA") dated December 9, 2011 that allowed CORE Entertainment to borrow  
9 an aggregate principal amount of \$200 million from lenders ("First Lien Lenders"). Under the  
10 terms of the FLTLA, as long as CORE had not defaulted and the loans had not accelerated, no  
11 principal payments would come due until the maturity date of June 21, 2017.

12 54. Pursuant to a collateral agreement, CORE's obligations under the FLTLA were  
13 secured by substantially all of the assets of CORE and its subsidiaries. Further, CORE Holdings,  
14 CORE Media, and certain other CORE subsidiaries guaranteed the obligations of CORE  
15 Entertainment pursuant to a master guarantee agreement.

16 55. Second, also on December 9, 2011, Apollo caused CORE Entertainment to enter  
17 into a Second Lien Term Loan Agreement (together with associated guarantees and collateral  
18 agreements, the "SLTLA") to borrow up to an aggregate principal amount of \$160 million from  
19 lenders ("Second Lien Lenders"). Again, no principal payments would come due on loans  
20 extended under the SLTLA agreement until the maturity date on June 21, 2018, as long as CORE  
21 had not defaulted and the loans had not accelerated. The SLTLA was secured by second priority  
22 liens upon and security interests in the same collateral securing the obligations of the FLTLA and  
23 was similarly guaranteed by CORE Holdings, CORE Media, and certain other CORE subsidiaries.

24 56. The FLTLA and SLTLA each contain critical provisions intended to protect the  
25 lenders in the event of a corporate restructuring by CORE and/or its affiliates or an attempted exit  
26 by Apollo. For example, in each loan agreement is a provision (section 6.05(a)(i)) (the  
27 "Successor Obligor Clause") that expressly stated that CORE Entertainment "will not directly, or  
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1 indirectly, consolidate, amalgamate or merge with or into or wind up or convert into (whether or  
2 not [CORE Entertainment] is the surviving Person), or sell, assign, transfer, lease, convey or  
3 otherwise dispose of all or substantially all of its properties or assets in one or more related  
4 transactions" unless the resulting entity (the "Successor") "expressly assumes all the obligations of  
5 [CORE Entertainment] under this Agreement . . . ." The Successor Obligor Clause is quoted in  
6 full at Appendix A of this Complaint.

7 57. A separate provision in each loan agreement (section 2.08(f)) (hereafter referred to  
8 as the "Change of Control Clause") stated that "in the event that a Change of Control occurs, the  
9 Borrower shall within 30 days following such Change of Control, . . . prepay all outstanding  
10 Loans and, concurrently with such prepayment, pay to the Administrative Agent, for the account  
11 of the Lenders, a prepayment premium equal to 1% of the principal amount of all outstanding  
12 Loans prepaid, *plus* accrued and unpaid interest to the date of prepayment." A "Change of  
13 Control" was defined to include an "acquisition by any Person or group . . . other than any of the  
14 Permitted Holders, in a single transaction or in a related series of transactions, by way of merger,  
15 consolidation, amalgamation, or other business combination or purchase of beneficial ownership .  
16 . . of more than 50% of the total voting power of the Voting Stock of the Borrower." The  
17 Change of Control Clause is quoted in full at Appendix A of this Complaint.

18 58. The Successor Obligor and Change of Control Clauses were necessary to protect  
19 the lenders against the equity holders (specifically, Apollo and its affiliates) walking away from  
20 their investments in CORE by cashing out or merging with new entities, and to ensure that if  
21 CORE was consolidated with or merged into another enterprise, that enterprise would assume the  
22 obligations to the Lenders.

23 59. According to the Wall Street Journal, "Apollo has a reputation for using aggressive  
24 tactics" when its investments become distressed and it may not be able to dispose of its  
25 investments at a profit. Indeed, Apollo is notorious for engaging in aggressive schemes to buy  
26 time in order to siphon value from investments, with creditors being left less than whole. One  
27 Forbes article concerning Apollo's ownership of Caesar's Entertainment discussed the "Apollo  
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1 way” and a series of 50 “mind-numbingly complex” transactions designed so that Apollo would  
 2 “lose as little as possible,” notwithstanding Caesar’s fall into bankruptcy. As reported in the  
 3 Wall Street Journal (“WSJ”) on April 30, 2015, Apollo has, in recent years, developed a  
 4 reputation for causing companies it purchases through leveraged buyouts to take actions that  
 5 benefit Apollo while destroying or severely damaging the company, leaving lenders unpaid.  
 6 “Apollo’s tactics have angered some creditors of the companies it owns [and] . . . could  
 7 potentially scare off the big investors who buy the debt that fuels Apollo’s deals.” The WSJ  
 8 noted, for example, that investors who “bought up [debt relating to Apollo-owned Caesars  
 9 Entertainment Corp.] at a discount, have bristled at Apollo’s tactics” and have “sued Apollo  
 10 over its restructuring of Caesars,” alleging that “Apollo engineered sales of some of the casino  
 11 chain’s most valuable properties . . . [leaving] holders of \$18.4 billion in debt ... with claims  
 12 on far fewer assets.”

13 ***Apollo Begins Planning To Strategically Merge CORE With Other Media Entities***

14 60. *American Idol* was showing signs of declining ratings in 2012. Apollo’s solution  
 15 was to effectuate a strategic merger of CORE in which Apollo would be willing to cede control of  
 16 CORE, even though the FLTLA and SLTLA which both prohibit  
 17 mergers/consolidations/amalgamations or changes in control (absent the successor assuming  
 18 CORE’s liabilities). The steps leading up to the merger took several years.

19 61. During the first quarter of calendar year 2012, Apollo had acquired a major equity  
 20 interest in Endemol’s Dutch parent company as part of a debt restructuring. This transaction  
 21 gave Apollo indirect control of Endemol’s worldwide business, which included the distribution of  
 22 popular U.S. television franchises *Big Brother*, *Fear Factor*, *Deal or No Deal*, and *Extreme*  
 23 *Makeover: Home Edition*. As early as 2012, on information and belief, Apollo intended to use its  
 24 control over Endemol to merge it with CORE and, Apollo hoped, Fox’s Shine Group.

25 62. In preparation for its planned “merger” with Endemol, Apollo began undertaking a  
 26 fundamental shift in CORE’s business strategy. Although at this time CORE derived  
 27 approximately 91% of its EBITDA from its portfolio of intellectual property, Apollo began  
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1 causing CORE to shift its focus from managing these stable and consistent revenue streams  
 2 towards new and potentially riskier business strategies. On information and belief, by directing  
 3 CORE to engage more in content-driven development projects, Apollo could more easily convince  
 4 Endemol (and, ultimately, Fox) to combine CORE with these entities, thus making Apollo's  
 5 combined investment in CORE and Endemol even more valuable.

6 63. On July 17, 2012, CORE acquired a 100% ownership interest in Sharp  
 7 Entertainment, LLC, a leading reality television production company. Publicly available  
 8 information regarding the Sharp transaction states that the acquisition provided CORE with "the  
 9 ability to develop and produce programming from scratch." (See  
 10 <http://variety.com/2012/tv/news/core-media-acquires-sharp-reality-shop-1118056936/>.) Apollo  
 11 helped finance the Sharp transaction by purportedly lending CORE \$15 million, as evidenced by a  
 12 promissory note which is now held by Defendant MediArena (the "MediArena Note").

13 64. During this period CORE also entered into several new partnerships and joint  
 14 ventures to develop and produce content, and established CORE TV for internal development of  
 15 new content and production of television programs.

16 ***Apollo And The Other Defendants Effectuate A Merger And Change of Control, Thereby***  
 17 ***Interfering With The Rights Of CORE's Creditors***

18 65. Ratings and viewership for *American Idol* declined significantly in 2012 and 2013  
 19 as compared to when Apollo had acquired CORE. Though *American Idol* remained one of the  
 20 highest rated shows, by 2013, on information and belief, Apollo grew concerned that it would not  
 21 be able to exit CORE at a profit, and instead all of the value of CORE's enterprise would go to  
 22 creditors. Indeed, by early 2014, CORE was very likely insolvent because its enterprise value  
 23 did not exceed \$360 million. It is not surprising that in June 2014 one of CORE's directors, an  
 24 Apollo partner, described CORE's loans as "distressed."

25 66. Apollo thus executed a scheme to siphon value away from CORE's creditors and  
 26 use CORE to position Apollo to make its investment in Endemol more valuable. Apollo  
 27 identified Fox as a likely candidate, given its ownership of Shine and its interest in *American Idol*.

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1 On information and belief, in October 2012, Apollo and Fox entered into a confidentiality  
2 agreement to consider a merger of the businesses, but the merger did not immediately occur.

3 67. Apollo's first step to position CORE to be combined with Endemol and possibly  
4 Shine was to free up cash at CORE. In late 2013 Apollo caused CORE to sell its interests in EPE  
5 and MAE for approximately \$115 million. Ostensibly, the reason for the sale was to generate  
6 cash that CORE could use to acquire a stake in a planned merger with Endemol, but in reality  
7 Apollo refused to permit CORE to invest in Endemol, distribute the cash to the lenders, or  
8 otherwise re-invest the proceeds. Instead, the cash remained at CORE, earning very little interest  
9 and being whittled down to pay operating expenses. It was commercially unreasonable to do  
10 nothing with these cash proceeds.

11 68. On information and belief, Apollo also realized that its strategy could be interfered  
12 with by holders of CORE's preferred equity shares, management, and CORE's creditors. Thus,  
13 beginning in 2014, Apollo caused CORE Holdings to cease conducting board meetings. All  
14 through 2014, any corporate actions were conducted by an executive committee made up solely of  
15 Apollo designees, with no known minutes of such meetings. This way, Apollo could operate in  
16 secret.

17 69. On information and belief, Apollo and Fox negotiated in February 2014 a binding  
18 framework pursuant to which CORE, Endemol, and Shine would be combined into a single,  
19 integrated business owned by Apollo and Fox forming the Joint Venture. On information and  
20 belief, the framework contemplated:

- 21 • Apollo would acquire a 100% interest in Endemol;
- 22 • CORE's equity would be valued at approximately \$273 million, which was
- 23 undoubtedly overvalued;
- 24 • Apollo would contribute all of its equity interests in CORE and Endemol to the
- 25 Joint Venture, and Fox would contribute its equity in Shine;
- 26 • The Joint Venture would form a new subsidiary into which it would contribute the
- 27 equity of Endemol;

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- After accounting for transaction fees and working capital needs of Endemol, Apollo would receive excess cash from the Joint Venture; and
- Because of the (inflated) value placed on CORE, Apollo was expected to receive up to \$175 million from Fox on account of the CORE and Endemol equity it was contributing to the Joint Venture.

70. On information and belief, the framework further contemplated that Apollo and Fox would own the Joint Venture 50%/50%, with each being able to appoint three directors. However, the framework also contemplated that any matters submitted for the board required four votes (which meant that Apollo no longer had majority voting power, and Fox had the power to veto matters even if all three of Apollo's appointed directors supported them).

71. On information and belief, the framework also contained provisions permitting Fox to force Apollo to sell its equity in the Joint Venture or to block a sale of equity of the Joint Venture.

72. On information and belief, the framework further contemplated the formation of a management committee of three individuals, two of which would be appointed by Fox. The Joint Venture management committee would oversee the day-to-day operations of the business of the Joint Venture and would have the exclusive right to nominate the CEO and CFO of the Joint Venture. Thus, the framework anticipated that Fox would have majority voting power of the businesses.

73. Consistent with the framework, in 2014 Apollo acquired a controlling interest in Endemol. Then, after both Apollo and Fox had conducted requisite due diligence, the parties undertook the next steps to combine the companies without the Joint Venture assuming the obligations owing to CORE's lenders. One step was to cause Apollo CORE Holdings, L.P., which had owned all of the equity in CORE and also held the MediArena Note, to assign on or about May 12, 2014, the MediArena Note to AP Coop, which then assigned the note to MediArena.

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1       74. In June 2014, one of Apollo's CORE directors, Aaron Stone, told the then-  
2 President of CORE Media, Marc Graboff, that CORE's capital structure was "challenged,"  
3 CORE's debt was "distressed" (thus implying CORE was insolvent), and that Apollo planned to  
4 cause CORE to engage in a "full operational merger" with Endemol. Stone laid out how the plan  
5 would first have Core and Endemol join, and then how Endemol and Shine would combine later.

6       75. In August 2014, Apollo formally began its steps for combining CORE with  
7 Endemol (and, eventually, Shine) by causing the company to enter into the Shared Services  
8 Agreement with Endemol. Under the terms of the Shared Services Agreement CORE became  
9 obligated to accept certain "back office" service rendered by Endemol, but in reality the Shared  
10 Service Agreement was designed to allow Endemol to absorb CORE's operations and obtain  
11 access to CORE's key personnel and information.

12       76. Not only did Apollo cause Endemol to absorb the administrative functions of  
13 CORE, it caused CORE to pay Endemol (in the form of an Administrative Fee and Cost Reduction  
14 Payments) for absorbing such services, which also resulted in a substantial transfer of CORE's  
15 cash to Endemol. The Administrative Fee was a \$2 million annual fee that was to be paid by  
16 CORE to Endemol in advance in quarterly installments. Further, CORE was required to make  
17 advance, quarterly Cost Reduction Payments, which were 50% of the amount that Endemol  
18 estimated its services would purportedly save CORE in the coming quarter. If Endemol  
19 determined at the end of a quarter that its services had saved CORE more money than initially  
20 estimated, CORE was required to make a "True-Up" payment to account for such savings. Any  
21 objections by CORE to amounts due under the Services Agreement were to be conclusively  
22 determined by a "Steering Committee" comprised of Endemol and CORE executives controlled  
23 by Apollo.

24       77. On information and belief, the Shared Services Agreement was approved by the  
25 Executive Committee controlled by Apollo—not a full board of CORE—that Apollo had  
26 instituted for corporate action in 2014. On information and belief, Apollo caused its attorneys to  
27 prepare talking points that were delivered to CORE Media personnel, which described the  
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1 arrangement under which CORE would "be operated effectively as a subsidiary of Endemol  
2 USA."

3 78. On information and belief, under the Shared Services Agreement, management of  
4 Endemol oversaw CORE's operations. As a result, then-President of CORE Media, Marc  
5 Graboff, exercised a right to terminate his employment agreement for good cause because his  
6 agreement did not permit CORE to force Mr. Graboff to report to any senior executives, and the  
7 combination of CORE with Endemol and Shine meant that Mr. Graboff would be reporting to a  
8 more senior officer.

9 79. Having caused CORE to sign the Shared Services Agreement, Apollo's next step  
10 was to obtain regulatory approval of the combination, given possible antitrust/anti-competition  
11 concerns that would be raised by such a combination. In one instance, in early September 2014,  
12 Apollo and Fox provided notification to the European Union. On September 10, 2014, the  
13 European Union published its "Commission Decision Pursuant to Article 6(1)(b) of Council  
14 Regulation No 139/20041 (Case M.7360)" (the "EU Opinion").

15 80. In the EU Opinion, the Commission observes that Fox and Apollo "entered into an  
16 agreement with the purpose of combining their respective businesses in the production and  
17 distribution of audio-visual content . . . ." The Commission further finds that the agreement calls  
18 for the joint venture to "have its own management dedicated to the day-to-day operations and  
19 access to sufficient resources. It will conduct the business previously conducted by each of  
20 Endemol, CORE Media and Shine, which involves operating an integrated, standalone business  
21 beyond one specific function for 21st Century Fox and Apollo." (Emphasis added). Thus, the  
22 Commission concludes, "the proposed transaction constitutes a concentration within the meaning  
23 of Article 3(1)(b) and 3(4) of the Merger Regulation."

24 81. Notably, Apollo and Fox hid certain details from public view, convincing the  
25 Commission not to publicize the Joint Venture's equity ownership, power to appoint directors, or  
26 other control attributes. Press releases and media communications were carefully scripted by  
27 Apollo's lawyers (who were also CORE's lawyers) to avoid using the word "merger," but  
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1 internally Apollo continued to refer to the transaction as combining CORE with Endemol and  
2 Shine.

3 82. The last steps were to finalize documentation and formally consummate the  
4 combination of CORE, Endemol, and Shine. On information and belief, a "Business  
5 Combination Agreement" between AP Coop, Apollo CORE Holdings, L.P., and Fox was executed  
6 on or about October 9, 2014, which again was hidden from CORE and its creditors. On  
7 information and belief, the Business Combination Agreement specified the disclosures (including  
8 the CORE loan agreements) and obligations of the respective parties from the date of the  
9 agreement until the closing of the Joint Venture.

10 83. The actual formation, and last step, of the Joint Venture occurred on or about  
11 December 12, 2014. That day, on information and belief, Apollo and Fox executed numerous  
12 agreements with each other, and Apollo executed several agreements among its various entities, to  
13 consummate the Joint Venture transaction. One such document was a so-called "Contribution  
14 Agreement," which governed the way the Apollo Defendants arranged among themselves  
15 contribution of CORE's stock to the Joint Venture and receipt of cash from Fox. The  
16 Contribution Agreement was signed by Aaron Stone, an Apollo senior partner who sat on the  
17 board of CORE, on behalf of AP Coop, with a different Apollo executive signing on behalf of  
18 multiple Apollo Defendants.

19 84. At a high level, the Apollo Management Defendants caused the Former CORE  
20 Equity Holders (Apollo CORE Holdings, L.P. and its general partner Apollo CORE Holdings GP,  
21 LLC) to transfer 100% of their equity interest in CORE Holdings to a newly created Apollo entity,  
22 AP Coop. This transfer involved a complex, multi-step process whereby the equity flowed  
23 through more than a dozen Apollo entities. First, Apollo CORE Holdings, L.P. transferred to  
24 each of the Fund VII Funds—holders of the limited partnership interest in CORE Holdings, L.P.  
25 (i.e., the former beneficial owners of the CORE Holdings equity)—a number of CORE Holdings  
26 shares corresponding to their limited partnership interest. The Fund VII Funds General Partners  
27 then caused the Fund VII Funds to transfer the shares of CORE Holdings through a web of Apollo  
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1 entities until they were ultimately assigned to AP Coop. In exchange, each of the Apollo entities  
2 involved in the Contribution Agreement was given Membership Rights in AP Coop. On  
3 information and belief, AP Coop then assigned substantially all of the shares of CORE Holdings  
4 to the Joint Venture.

5 85. To this day, Apollo has ensured that the final Joint Venture documentation,  
6 including the Business Combination Agreement and the Joint Venture governance documents, are  
7 not publically available. Additionally, CORE was never provided such documents. But  
8 according to the December 12, 2014 Contribution Agreement among many of the Apollo entities,  
9 including the Apollo Defendants, at least tens of millions of dollars, and possibly as much as \$200  
10 million, were paid to Apollo from a so-called Fox Closing Payment and a Closing Cross-Purchase  
11 Amount payment.

12 86. In January 2015, Fox appointed at least three members to CORE Holdings' board.  
13 Thereafter, board meetings resumed and board minutes were recorded.

14 87. Leading up to and at the time of the Joint Venture, all Defendants were aware of  
15 the FLTLA and the SLTLA, as well as the Successor Obligor Clauses and Change of Control  
16 Clauses therein, which would prohibit CORE from combining with Endemol and/or Shine unless  
17 the combined entity assumed CORE's obligations to its creditors. All Defendants were also  
18 aware that the FLTLA and the SLTLA required that CORE pay principal, accrued interest, and  
19 any applicable prepayment penalties to the First Lien Lenders and the Second Lien Lenders when  
20 due.

21 88. On information and belief, Fox had knowledge of the FLTLA and the SLTLA (and  
22 the terms thereof) by virtue of the due diligence it conducted and, despite the terms of the FLTLA  
23 and the SLTLA, knew that the Joint Venture would not be assuming CORE's loan liabilities and  
24 knew that the Joint Venture would control 100% of the voting power of CORE's voting stock.  
25 Fox had incentive to have CORE breach its agreements with the lenders, as it wanted to avoid  
26 having the Joint Venture be saddled with the debt owed by CORE.

27 89. As set forth below, the actions of the Defendants impaired the ability of CORE to  
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1 perform under the FLTLA and the SLTLA, disrupted the contractual rights and protections of the  
2 First Lien Lenders and the Second Lien Lenders, and directly and proximately caused defaults and  
3 breaches of the FLTLA and SLTLA.

4       **1. The Shared Services Agreement And Joint Venture Breached The Successor**  
5       **Obligor Clauses.**

6       90. Through the Shared Services Agreement, Endemol effectively absorbed many of  
7 the corporate operations of CORE Media that were intended to provide security to the First Lien  
8 Lenders and Second Lien Lenders. Apollo director Aaron Stone characterized the steps leading  
9 up to the Joint Venture as intended to accomplish a "merger" of CORE into Endemol and Shine.  
10 Talking points prepared by Apollo's lawyers characterized the situation as CORE being "operated  
11 effectively as a subsidiary of Endemol USA." The EU Opinion made clear that the Joint Venture  
12 was operating as a single, integrated business, and that the Joint Venture would "conduct the  
13 business previously conducted by . . . CORE Media." Other persons communicating with  
14 CORE's management stated that Apollo had stated that "Apollo [was] looking to combine Core  
15 and Endemol with Shine, a 20th Century Fox company and create a 50/50 JV with Fox." These  
16 steps, culminating with the December 12, 2014 Joint Venture, resulted in a "consolidat[ion],  
17 amalgamat[ion], or merge[r]" as those terms are used in the FLTLA and the SLTLA.

18       91. Although the Shared Services Agreement and then Joint Venture resulted in a  
19 consolidation, merger, and/or amalgamation and/or a transfer of substantially all of CORE's  
20 assets, CORE's obligations under the FLTLA and SLTLA were never assumed by the Joint  
21 Venture, Endemol, Shine, or Fox. As a result, the creation of the Joint Venture resulted in a  
22 default and actual breach of the Successor Obligor Clauses of the FLTLA and the SLTLA.

23       **2. The Shared Services Agreement And Joint Venture Breached The Change Of**  
24       **Control Clauses.**

25       92. The Shared Services Agreement and Joint Venture arrangement between Apollo  
26 and Fox also resulted in a "Change of Control," as that term is defined under the FLTLA and the  
27 SLTLA. Apollo representatives characterized CORE as becoming a "subsidiary" of Endemol

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1 under the Shared Services Agreement. Prior to the Joint Venture, 100% of the voting power of  
2 the Borrower, CORE Entertainment, was held by Apollo affiliate Apollo CORE Holdings, L.P. by  
3 virtue of its ownership of the stock of CORE Holdings. However, the mechanics of the Joint  
4 Venture called for Apollo CORE Holdings, L.P. to assign its interest in CORE Holdings to AP  
5 Coop, whose equity was, in turn, assigned to the Joint Venture, which is jointly owned and  
6 controlled by Apollo and Fox.

7 93. The Joint Venture now wields 100% of the voting power of CORE Entertainment,  
8 and, on information and belief, Fox has the power to block the Joint Venture from taking action in  
9 numerous, material circumstances.

10 94. Further, on information and belief, the Joint Venture is controlled by nine  
11 members—four appointed by Apollo, three appointed by Fox, and two independent members.  
12 The practical effect of this arrangement is to further dilute the voting power of Apollo's Voting  
13 Stock in CORE Holdings and CORE Entertainment. More significantly, on information and  
14 belief, Fox actually controls the business of the Joint Venture (thereby controlling CORE) because  
15 it can appoint the majority of the Joint Venture's management committee.

16 95. Although formation of the Joint Venture resulted in a change of control, neither  
17 CORE nor any other entity ever made the required prepayments of principal, interest, and  
18 premiums under the Change of Control Clauses. As a result, the creation of the Joint Venture  
19 resulted in a default and actual breach of the Change of Control Clauses of the FLTLA and the  
20 SLTLA.

21 **3. The Shared Services Agreement And Joint Venture Impaired The Ability Of**  
22 **CORE To Perform Its Obligations Under The FLTLA And SLTLA.**

23 96. In addition, the transactions necessary to accomplish the Shared Services  
24 Agreement and Joint Venture substantially impaired the ability of CORE to perform its obligations  
25 and otherwise interfered with the rights of CORE's creditors under the FLTLA and SLTLA.

26 97. The steps taken in advance of the Joint Venture drained CORE of its revenue-  
27 generating potential. Additionally, Apollo caused CORE to shift its strategic focus in directions

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1 intended to benefit the anticipated Joint Venture rather than benefit CORE itself and to defer  
2 corporate opportunities to Endemol. Apollo also caused CORE to take on additional debt.

3 98. Further, on information and belief, the Joint Venture itself, including the  
4 consolidation of CORE with the other media subsidiaries of Apollo and Fox and the change of  
5 control in CORE, also disrupted the rights of CORE's creditors under the FLTLA and SLTLA.  
6 Once under the control of the Joint Venture, CORE's ability to exploit corporate opportunities for  
7 the benefit of itself and its creditors was further impaired as Apollo and Fox caused CORE to take  
8 steps designed to benefit Endemol and Shine rather than CORE itself.

9 99. These events interfered with CORE's performance of its obligations under the  
10 FLTLA and the SLTLA by crippling its ability to exploit new opportunities and thus further  
11 distressed CORE's financial condition. These events, including the change of control and  
12 ownership of CORE, also disrupted the guarantee obligations and collateral intended to secure the  
13 FLTLA and SLTLA, which made it more costly and burdensome for the First Lien Lenders and  
14 Second Lien Lenders to attempt to exercise remedies and satisfy their loans.

15 ***All Of Defendants Were Active, Material Participants In The Tortious Conduct***

16 100. The Joint Venture could not have been accomplished but for the involvement of all  
17 of the Apollo Defendants, all of which are, on information belief, controlled by Apollo Global  
18 Management, LLC. Specifically:

- 19 • On information and belief, Apollo Global Securities, LLC controlled and directed  
20 the actions of the various Apollo affiliates that held, and as part of the Joint  
21 Venture arrangement, transferred the equity of CORE Holdings to AP Coop.  
22 Apollo Global Securities was also involved in the transfer of CORE's cash to  
23 Apollo affiliates under the guise of a 2011 Management Services Agreement.
- 24 • On information and belief Apollo Management Holdings, L.P., controlled by its  
25 general partner Apollo Management Holdings GP, LLC, controlled and directed the  
26 personnel that served in key management positions of the Apollo affiliates,  
27 including CORE. This is evidenced by proofs of claim filed by Apollo

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1 Management Holdings, L.P. in the Bankruptcy Cases on behalf of all of its  
 2 affiliates on the theory that the employees of such affiliates were officers and/or  
 3 directors of CORE and were entitled to indemnification rights for possible claims  
 4 against them.

- 5 • On information and belief, Apollo Management, L.P. controlled by its general  
 6 partner Apollo Management GP, LLC, was the entity that ultimately assumed  
 7 oversight over Apollo's share of control over the resulting joint venture with Fox.  
 8 This is evidenced by the EU Opinion which describes the transaction as an  
 9 agreement between Fox and Apollo Management, L.P. to combine and merge their  
 10 respective media companies.
- 11 • On information and belief, Apollo CORE Holdings, L.P., controlled by its general  
 12 partner Apollo CORE Holdings GP, LLC, was the former holder of the equity in  
 13 CORE Holdings and enabled creation of the Joint Venture by transferring its shares  
 14 in CORE Holdings to the holders of its limited partnership interests and ultimately  
 15 to AP Coop.
- 16 • On information and belief, Apollo Investment Fund VII, L.P.; Apollo Overseas  
 17 Partners VII, L.P.; Apollo Overseas Partners VII (Delaware), L.P.; Apollo  
 18 Overseas Partners VII (Delaware 892), L.P.; and Apollo Investment Fund (PB) VII,  
 19 L.P. (together, the "Fund VII Funds"), controlled by their general partners Apollo  
 20 Capital Management VII, LLC and Apollo Advisors VII, L.P., were the holders of  
 21 limited partnership interests in Apollo CORE Holdings, L.P. and enabled creation  
 22 of the Joint Venture by receiving the equity of CORE Holdings from Apollo CORE  
 23 Holdings, L.P. and transferring it to AP Coop through a complex series of other  
 24 Apollo affiliates in exchange for membership interests in AP Coop.

25 101. Similarly, the Joint Venture could not have occurred without the direct involvement  
 26 of Endemol and Endemol/Shine U.S. Endemol, along with its U.S. operating subsidiary  
 27 Endemol/Shine U.S. was used by Apollo to absorb corporate opportunities and operations of  
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1 CORE and then used as Apollo's contribution to the Joint Venture with Fox. Endemol and  
 2 Endemol/Shine U.S. were active and willing participants in the transactions orchestrated by  
 3 Apollo, which ultimately benefited Apollo and Endemol at the expense of CORE and its creditors.

4 102. The Joint Venture also could not have occurred without the direct involvement of  
 5 Twenty-First Century Fox, Inc. and 21st Century Fox Europe and Asia, Inc. 21st Century Fox  
 6 Europe and Asia, Inc. was a signatory to the Business Combination Agreement with AP Coop and  
 7 Apollo CORE Holdings, L.P. and upon information and belief took the steps necessary to  
 8 contribute Fox's interest in Shine to the Joint Venture. Twenty-First Century Fox, Inc. took steps  
 9 to enable the transaction, for example by obtaining approval for the resultant "merger" from the  
 10 EU Commission. On information and belief both Twenty-First Century Fox, Inc. and 21st  
 11 Century Fox Europe and Asia, Inc. were active and willing participants in the transactions  
 12 orchestrated by Apollo, which ultimately benefited Apollo and Fox at the expense of CORE and  
 13 its creditors, including the First Lien Lenders and the Second Lien Lenders.

14 103. Finally, the Joint Venture could not, of course, have occurred without the direct  
 15 involvement of AP Coop, MediArena, and the Joint Venture. AP Coop ultimately received all of  
 16 the equity in CORE and, on information and belief, transferred it to the Joint Venture in exchange  
 17 for Apollo's ownership interest in the Joint Venture. On information and belief MediArena was  
 18 created for the purpose of holding the equity of Endemol and Shine within the joint venture, and it  
 19 also held additional debt that Apollo caused CORE to incur. Each of AP Coop, MediArena, and  
 20 the Joint Venture were active and willing participants in the transactions orchestrated by Apollo,  
 21 which ultimately benefited Apollo and each of them at the expense of CORE and its creditors.

22 ***The Notices Of Default And The Bankruptcy Filing***

23 104. On April 13, 2015, U.S. Bank National Association, as Administrative Agent under  
 24 the FLTLA mailed the Borrower and CORE a letter titled "Notice of Default," alleging, *inter alia*,  
 25 that the Joint Venture had violated sections 6.05(a)(i) and (ii) of the FLTLA.

26 105. On June 11, 2015, the Borrower failed to make a required interest payment under  
 27 the SLTLA. The June 11, 2015 default became an Event of Default under the SLTLA on July  
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1 11, 2015 when CORE failed to cure. Thus, even though Defendants had valued CORE with  
 2 substantial equity for purposes of the Joint Venture process and Apollo received tens of millions  
 3 of dollars on account of its contribution of CORE stock to the Joint Venture, within seven months,  
 4 CORE defaulted on an interest payment to its Second Lien Lenders.

5 106. CORE easily could have failed in the first half of 2015, but CORE's existing  
 6 management and its lenders worked for the next ten months on a restructuring to save the  
 7 remainder of the business (with no assistance from Apollo), which culminated with a restructuring  
 8 support agreement that contemplated a bankruptcy filing. On April 28, 2016, CORE  
 9 Entertainment and many of its subsidiaries filed for bankruptcy protection in the United States  
 10 Bankruptcy Court for the Southern District of New York. The Bankruptcy Cases were jointly  
 11 administered under *In re AOG Entertainment, Inc.*, Case No. 16-11090 (Bankr. S.D.N.Y.).

12 107. The "Second Amended Joint Chapter 11 Plan of Reorganization for AOG  
 13 Entertainment, Inc. and its Affiliated Debtors" (the "Second Amended Plan") was filed on August  
 14 4, 2016 and confirmed by the Bankruptcy Court on September 22, 2016. Lenders under the  
 15 FLTLA received consideration under the Second Amended Plan equal to less than half the amount  
 16 they were owed on their loans. Lenders under the SLTLA received pennies on the dollar in the  
 17 form of warrants. In all, the lenders lost hundreds of millions of dollars, less than two years after  
 18 the "Apollo Way" led to the formation of the Joint Venture.

19 108. Section 7.1 of the Second Amended Plan provides for the creation of a Litigation  
 20 Trust and the distribution to the trust of "Litigation Trust Assets," which are defined as:

- 21 (i) all rights of the Debtors, their Estates, the Creditors' Committee and non-  
 22 Debtor wholly-owned or controlled subsidiaries to commence and pursue suits,  
 23 proceedings or Causes of Action against any party not released under the Plan and  
 24 (ii) all such other assets assigned or contributed to the Litigation Trust as provided  
 in the Plan, *including Causes of Action assigned by the First Lien Lenders and*  
*Second Lien Lenders in accordance with Section 7.1(b) and 7.1(c) of this Plan.*

25 Second Amended Plan § 1.88 (emphasis added). Sections 7.1(b) and 7.1(c) call for assignment to  
 26 the Trust of, respectively, all causes of action arising under or related to the FLTLA and SLTLA  
 27  
 28

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1 by the holders of such claims against any party not otherwise released from the Second Amended  
2 Plan. None of the claims against the Defendants were released under the Second Amended Plan.

3 109. On October 13, 2016, the CORE Litigation Trust was constituted by the Litigation  
4 Trust Agreement. As contemplated by the Second Amended Plan, section 2.2(a) of the Litigation  
5 Trust Agreement vested the Trust with the Litigation Trust Assets which include the claims  
6 asserted here.

### 7 FIRST CAUSE OF ACTION

#### 8 (Inducing Breach Of Contract Against All Defendants)

9 110. The Trust repeats, re-alleges, and incorporates by reference each of the allegations  
10 of paragraphs 1-109 as if set forth fully herein.

11 111. Valid and enforceable contractual relationships existed between CORE and the  
12 First Lien Lenders through the FLTLA.

13 112. Valid and enforceable contractual relationships existed between CORE and the  
14 Second Lien Lenders through the SLTLA.

15 113. The FLTLA and SLTLA contained Successor Obligor Clauses that provided if  
16 CORE merged, consolidated, amalgamated, or otherwise transferred substantially all of its assets,  
17 the resulting entity would assume the obligations under the FLTLA and the SLTLA.

18 114. The FLTLA and SLTLA contained Change of Control Clauses that provided if a  
19 change of control occurred with respect to CORE, CORE would prepay all outstanding loan  
20 obligations under the contract, plus accrued and unpaid interest to the date of prepayment, plus a  
21 prepayment premium equal to 1% of the principal amount outstanding.

22 115. The FLTLA and SLTLA required periodic interest payments to the First Lien  
23 Lenders and Second Lien Lenders and a repayment of the entire principal amount on the date that  
24 each agreement matures. In the event of a default, the First Lien Lenders and Second Lien  
25 Lenders have the right to accelerate the loans thereunder and demand immediate repayment of the  
26 outstanding amounts of principal and accrued interest.

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1 116. CORE failed to pay the amounts they owed to the First Lien Lenders and the  
2 Second Lien Lenders under the FLTLA and SLTLA and associated guarantee and collateral  
3 agreements.

4 117. Each Defendant had actual knowledge of the obligations of CORE under the  
5 FLTLA and SLTLA, including the Successor Obligor Clauses, the Change of Control Clauses,  
6 and the obligation to pay principal, accrued interest, and prepayment penalties when due.

7 118. Despite their knowledge of the FLTLA, SLTLA, and the provisions therein, each  
8 Defendant took substantial steps towards consummating the transactions necessary to accomplish  
9 the Shared Services Agreement and the Joint Venture.

10 119. The transactions necessary to accomplish the Shared Services Agreement and Joint  
11 Venture resulted in a merger, consolidation, and/or amalgamation of CORE with Endemol and  
12 Shine, and/or a transfer of substantially all of the assets of CORE. Despite this, no resulting  
13 entity assumed the obligations of CORE, which directly and proximately caused a breach of the  
14 Successor Obligor Clauses of the FLTLA and SLTLA.

15 120. The transactions necessary to accomplish the Shared Services Agreement and Joint  
16 Venture resulted in a Change of Control of CORE. The Joint Venture itself acquired 100% of  
17 the voting power of the voting stock of CORE. Further, on information and belief, the Joint  
18 Venture governing documents gave Fox control and voting power over CORE, thus triggering the  
19 Change of Control Clauses in the loan agreements. Despite this, neither CORE nor any other  
20 entity made the required prepayments of principal, interest, and premiums which directly and  
21 proximately caused a breach of the Change of Control Clauses of the FLTLA and SLTLA.

22 121. In addition, the transactions necessary to accomplish the Shared Services  
23 Agreement and Joint Venture prevented performance by causing a substantial disruption in the  
24 ability of CORE to perform their obligations under the FLTLA and SLTLA, including making it  
25 costly and burdensome for CORE to immediately repay its outstanding obligations by virtue of a  
26 default, and more costly and burdensome for the First Lien Lenders and Second Lien Lenders to  
27 attempt to exercise remedies and satisfy their loans. This directly and proximately led the  
28

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1 inability of CORE to make required payments under the FLTLA and SLTLA and thus caused  
2 further breaches of each agreement.

3 122. Each Defendant understood and intended that the transactions necessary to  
4 accomplish the Shared Services Agreement and the Joint Venture would result in actual breaches  
5 of the FLTLA and SLTLA.

6 123. Each Defendant intended that CORE would default and breach their obligations so  
7 that the resulting Joint Venture would not be burdened by the debt and obligations of the FLTLA  
8 and SLTLA.

9 124. The conduct of each Defendant was without privilege and was a substantial factor  
10 in the breach of the FLTLA and SLTLA by CORE.

11 125. As a direct and proximate result of the conduct of each Defendant, the First Lien  
12 Lenders and Second Lien Lenders whose claims are represented here by the Trust suffered  
13 damages in an amount to be determined at trial.

14 **SECOND CAUSE OF ACTION**

15 **(Intentional Interference With Contract Against All Defendants)**

16 126. The Trust repeats, re-alleges, and incorporates by reference each of the allegations  
17 of paragraphs 1-125 as if set forth fully herein.

18 127. Valid and enforceable contractual relationships existed between CORE and the  
19 First Lien Lenders through the FLTLA agreement.

20 128. Valid and enforceable contractual relationships existed between CORE and the  
21 Second Lien Lenders through the SLTLA agreement.

22 129. The FLTLA and SLTLA contained Successor Obligor Clauses that provided if  
23 CORE merged, consolidated, amalgamated, or otherwise transferred substantially all of its assets,  
24 the resulting entity would assume the obligations under the FLTLA and the SLTLA.

25 130. The FLTLA and SLTLA contained Change of Control Clauses that provided if a  
26 change of control occurred with respect to CORE, CORE would prepay all outstanding loan  
27  
28

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1 obligations under the contract, plus accrued and unpaid interest to the date of prepayment, plus a  
2 prepayment premium equal to 1% of the principal amount outstanding.

3 131. The FLTLA and SLTLA required periodic interest payments to the First Lien  
4 Lenders and Second Lien Lenders and a repayment of the entire principal amount on the date that  
5 each agreement matures. In the event of a default, the First Lien Lenders and Second Lien  
6 Lenders have the right to accelerate the loans thereunder and demand immediate repayment of the  
7 outstanding amounts of principal and accrued interest.

8 132. CORE failed to pay the amounts they owed to the First Lien Lenders and the  
9 Second Lien Lenders under the FLTLA and SLTLA and associated guarantee and collateral  
10 agreements.

11 133. Each Defendant had actual knowledge of the obligations of CORE under the  
12 FLTLA and SLTLA, including the Successor Obligor Clauses, the Change of Control Clauses,  
13 and the obligation to pay principal, accrued interest, and prepayment premium when due.

14 134. Despite their knowledge of the FLTLA, SLTLA, and the provisions therein, each  
15 Defendant took substantial steps towards consummating the transactions necessary to accomplish  
16 the Shared Services Agreement and the Joint Venture.

17 135. The transactions necessary to accomplish the Shared Services Agreement and Joint  
18 Venture resulted in a substantial disruption in the ability of CORE to perform their obligations  
19 under the FLTLA and SLTLA, including making it costly and burdensome for CORE to  
20 immediately repay its outstanding obligations by virtue of a default, and more costly and  
21 burdensome for the First Lien Lenders and Second Lien Lenders to attempt to exercise remedies  
22 and satisfy their loans.

23 136. Each Defendant understood and intended that the transactions necessary to  
24 accomplish the Shared Services Agreement and Joint Venture would result in a substantial  
25 disruption of the rights and benefits of the First Lien Lenders and Second Lien Lenders to the  
26 FLTLA and SLTLA.

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1 137. Each Defendant intended to substantially disrupt the rights and benefits of the First  
2 Lien Lenders and Second Lien Lenders under the FLTLA and SLTLA, including by making it  
3 more costly and burdensome for CORE to perform their obligations under the FLTLA and  
4 SLTLA.

5 138. The conduct of each Defendant was without privilege and was a substantial factor  
6 in substantially disrupting the rights and benefits of the First Lien Lenders and Second Lien  
7 Lenders to the FLTLA and SLTLA.

8 139. As a direct and proximate result of the conduct of each Defendant, the First Lien  
9 Lenders and Second Lien Lenders whose claims are represented here by the Trust suffered  
10 damages in an amount to be determined at trial.

11 **PRAYER FOR RELIEF**

12 WHEREFORE the Trust requests the following relief:

13 (A) An award in favor of the Trust and against Defendants on all of the Trust's  
14 claims asserted in the Complaint;

15 (B) Compensatory damages to be proven at trial;

16 (C) Exemplary or punitive damages in an amount to be determined at trial for  
17 Defendants' tortious conduct;

18 (D) Reasonable costs and expenses incurred in this action, including attorneys'  
19 fees;

20 (E) Pre-judgment interest on all such damages, monetary or otherwise; and

21 (F) Such other relief as the Court deems just and proper.

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**DEMAND FOR JURY TRIAL**

The Trust hereby demands a trial by jury on all issues so triable.

DATED: Decmeber 12, 2016

Respectfully submitted,

QUINN EMANUEL URQUHART  
& SULLIVAN, LLP



Michael B. Carlinsky (*pro hac vice pending*)  
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Attorneys for:  
*Peter Kravitz as duly appointed trustee of the  
Core Media Litigation Trust*

12/12/2016

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A

## APPENDIX "A"

12/12/2016

Appendix A: Relevant Provisions from the FLTLA and the SLTLA

**SECTION 1.01. Defined Terms.**

As used in this Agreement, the following terms shall have the meanings specified below

\* \* \*

"Change of Control" shall mean the occurrence of either of the following:

(a) the sale, lease or transfer, in one or a series of related transactions, of all or substantially all the assets of the Borrower and its subsidiaries, taken as a whole, to a Person other than any of the Permitted Holders; or

(b) the Borrower becomes aware (by way of a report or any other filing pursuant to Section 13(d) of the Exchange Act, proxy, vote, written notice or otherwise) of the acquisition by any Person or group (within the meaning of Section 13(d)(3) or Section 14(d)(2) of the Exchange Act, or any successor provision), including any group acting for the purpose of acquiring, holding or disposing of securities (within the meaning of Rule 13d-5(b)(1) under the Exchange Act), other than any of the Permitted Holders, in a single transaction or in a related series of transactions, by way of merger, consolidation, amalgamation or other business combination or purchase of beneficial ownership (within the meaning of Rule 13d-3 under the Exchange Act, or any successor provision), of more than 50% of the total voting power of the Voting Stock of the Borrower.

**SECTION 2.08(f) (Change of Control).**

\* \* \*

(f) Subject to Section 2.08(g), in the event that a Change of Control occurs, the Borrower shall within 30 days following such Change of Control, except to the extent the Borrower prepays the Loans pursuant to Section 2.08(a), prepay all outstanding Loans and, concurrently with such prepayment, pay to the Administrative Agent, for the account of the Lenders, a prepayment premium equal to 1% of the principal amount of all outstanding Loans prepaid, plus accrued and unpaid interest to the date of prepayment.

(g) Anything contained herein to the contrary notwithstanding, in the event the Borrower is required to make any mandatory prepayment (a "Waivable Mandatory Prepayment") of the Loans, not less than ten Business Days prior to the date (the "Required Prepayment Date") on which the Borrower elects (or is otherwise required) to make such Waivable Mandatory Prepayment, the Borrower shall notify the Administrative Agent of the amount of such prepayment, and the Administrative Agent will promptly thereafter notify each Lender holding an outstanding Loan of the amount of such Lender's pro rata share of such Waivable Mandatory Prepayment and such Lender's option to refuse such amount. Each such Lender may exercise such option by giving written notice to the Administrative Agent of its election to do so on or before the third Business Day prior to the Required Prepayment Date (it being understood that any Lender which does not notify the Administrative Agent of its election to exercise such option on or before such Business Day prior to the Required Prepayment Date shall be deemed to have elected, as of such date, not to exercise such option).

(i) With respect to a mandatory prepayment pursuant to Section 2.08(f), on the Required Prepayment Date, the Borrower shall pay to the Administrative Agent the

amount of the Waivable Mandatory Prepayment less the amount of Declined Change of Control Proceeds, which amount shall be applied by the Administrative Agent to prepay the Loans of those Lenders that have elected to accept such Waivable Mandatory Prepayment, and (ii) the Borrower may retain a portion of the Waivable Mandatory Prepayment in an amount equal to that portion of the Waivable Mandatory Prepayment otherwise payable to those Lenders that have elected to exercise such option and decline such Waivable Mandatory Prepayment (such declined amounts, the "Declined Change of Control Proceeds"). Such Declined Change of Control Proceeds retained by the Borrower may be used for any purpose not otherwise prohibited by this Agreement.

#### **SECTION 6.05. Mergers, Consolidations and Sales of Assets.**

##### **(a) Mergers and Consolidations:**

##### **(i) The Borrower will not, directly or indirectly,**

consolidate, amalgamate or merge with or into or wind up or convert into (whether or not the Borrower is the surviving Person), or sell, assign, transfer, lease, convey or otherwise dispose of all or substantially all of its properties or assets in one or more related transactions, to any Person unless:

(A) the Borrower is the surviving person or the Person formed by or surviving any such consolidation, amalgamation, merger, winding up or conversion (if other than the Borrower) or to which such sale, assignment, transfer, lease, conveyance or other disposition will have been made is a corporation, partnership or limited liability company organized or existing under the laws of the United States, any state thereof, the District of Columbia, or any territory thereof (the Borrower or such Person, as the case may be, being herein called the "Successor");

(B) the Successor (if other than the Borrower) expressly assumes all the obligations of the Borrower under this Agreement and the other Loan Documents pursuant to documents or instruments in form reasonably satisfactory to the Administrative Agent;

(C) immediately after giving effect to such transaction (and treating any Indebtedness which becomes an obligation of the Successor or any Subsidiary as a result of such transaction as having been Incurred by the Successor or such Subsidiary at the time of such transaction) no Default shall have occurred and be continuing;

(D) immediately after giving pro forma effect to such transaction, as if such transaction had occurred at the beginning of the applicable four quarter period (and treating any Indebtedness which becomes an obligation of the Successor or any Subsidiary as a result of such transaction as having been Incurred by the Successor or such Subsidiary at the time of such transaction), either:

(X) the Successor would be permitted to Incur at least \$1.00 of additional Indebtedness pursuant to the Consolidated Leverage Ratio test set forth in Section 6.01(w); or

(Y) the Consolidated Leverage Ratio of the Successor and its

Subsidiaries would be less than such ratio of the Borrower and its Subsidiaries immediately prior to such transaction;

(E) if the Borrower is not the Successor, each Subsidiary Loan Party, unless it is the other party to the transactions described above, shall have confirmed, by a reaffirmation agreement in form reasonably satisfactory to the Administrative Agent, that its Subsidiary Guarantee and Collateral shall apply to such Person's obligations under this Agreement and the other Loan Documents to the extent required hereunder; and

(F) the Successor shall have delivered to the Administrative Agent an Officer's Certificate and an Opinion of Counsel, each stating that such consolidation, merger, amalgamation or transfer comply with this Agreement. The Successor (if other than the Borrower) will succeed to, and be substituted for, the Borrower under this Agreement, and in such event the Borrower will automatically be released and discharged from its obligations under this Agreement. Notwithstanding the foregoing clauses (C) and (D), (i) any Subsidiary may merge, consolidate or amalgamate with or transfer all or part of its properties and assets to the Borrower or to a Subsidiary, and (ii) the Borrower may merge, consolidate or amalgamate with an Affiliate incorporated solely for the purpose of reincorporating the Borrower in another state of the United States, the District of Columbia or any territory of the United States or may convert into a corporation, partnership or limited liability company, so long as the amount of Indebtedness of the Borrower and the Subsidiaries is not increased thereby. This Section 6.05 will not apply to a sale, assignment, transfer, conveyance or other disposition of assets between or among the Borrower and the Subsidiaries.

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CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): <b>Eric Winston (Bar No. 202407); David Grable (Bar No. 237765)</b> <b>QUINN EMANUEL URQUHART &amp; SULLIVAN, LLP</b> <b>865 S. Figueroa St., 10th Floor</b> <b>Los Angeles, CA 90017</b> TELEPHONE NO.: (213) 443-3000 FAX NO.: (213) 443-3100 ATTORNEY FOR (Name): <b>CORE Litigation Trust</b>		FOR COURT USE ONLY  <div style="font-size: 2em; font-weight: bold; opacity: 0.5;">ORIGINAL</div> Superior Court of California County of Los Angeles  DEC 12 2016  Sherri R. Carter, Executive Officer/Clerk By <u><i>[Signature]</i></u> Deputy CASE NUMBER: Nancy Alvarez  JUDGE: <b>BC 643732</b> DEPT:					
SUPERIOR COURT OF CALIFORNIA, COUNTY OF <b>Los Angeles</b> STREET ADDRESS: <b>111 North Hill Street</b> MAILING ADDRESS: <b>111 North Hill Street</b> CITY AND ZIP CODE: <b>Los Angeles, CA 90012</b> BRANCH NAME: <b>Stanley Mosk</b>							
CASE NAME: <b>CORE Litigation Trust v. Apollo Global Management, LLC, et al.</b>							
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left; padding: 5px;">CIVIL CASE COVER SHEET</th> <th style="text-align: left; padding: 5px;">Complex Case Designation</th> </tr> <tr> <td style="padding: 5px;"> <input checked="" type="checkbox"/> <b>Unlimited</b>            (Amount demanded exceeds \$25,000)         </td> <td style="padding: 5px;"> <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)         </td> </tr> <tr> <td style="padding: 5px;"> <input type="checkbox"/> <b>Limited</b>            (Amount demanded is \$25,000 or less)         </td> <td></td> </tr> </table>			CIVIL CASE COVER SHEET	Complex Case Designation	<input checked="" type="checkbox"/> <b>Unlimited</b> (Amount demanded exceeds \$25,000)	<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)	<input type="checkbox"/> <b>Limited</b> (Amount demanded is \$25,000 or less)
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<input type="checkbox"/> <b>Limited</b> (Amount demanded is \$25,000 or less)							

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 PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</b> <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) <b>Non-PI/PD/WD (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-PI/PD/WD tort (35) <b>Employment</b> <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	<b>Contract</b> <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 checked="" 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</b> (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) <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)
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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. <input checked="" type="checkbox"/> Large number of separately represented parties b. <input checked="" type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve c. <input checked="" type="checkbox"/> Substantial amount of documentary evidence	d. <input checked="" type="checkbox"/> Large number of witnesses 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 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): **2**

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: December 12, 2016  
 Eric Winston  
 (TYPE OR PRINT NAME) (SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE	
2016	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.

CM-010

## INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

**To Plaintiffs and Others Filing First Papers.** If you are filing a first paper (for example, a complaint) in a civil case, you must complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check one box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the primary cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

**To Parties in Rule 3.740 Collections Cases.** A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

**To Parties in Complex Cases.** In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

## CASE TYPES AND EXAMPLES

## Auto Tort

Auto (22)—Personal Injury/Property Damage/Wrongful Death  
Uninsured Motorist (46) (if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto)

## Other PI/PD/W (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)  
Asbestos Property Damage  
Asbestos Personal Injury/Wrongful Death  
Product Liability (not asbestos or toxic/environmental) (24)  
Medical Malpractice (45)  
Medical Malpractice—Physicians & Surgeons  
Other Professional Health Care Malpractice  
Other PI/PD/W (23)  
Premises Liability (e.g., slip and fall)  
Intentional Bodily Injury/PD/W (e.g., assault, vandalism)  
Intentional Infliction of Emotional Distress  
Negligent Infliction of Emotional Distress  
Other PI/PD/W

## Non-PI/PD/W (Other) Tort

Business Tort/Unfair Business Practice (07)  
Civil Rights (e.g., discrimination, false arrest) (not civil harassment) (06)  
Defamation (e.g., slander, libel) (13)  
Fraud (16)  
Intellectual Property (19)  
Professional Negligence (25)  
Legal Malpractice  
Other Professional Malpractice (not medical or legal)  
Other Non-PI/PD/W Tort (35)  
Employment  
Wrongful Termination (36)  
Other Employment (15)

## Contract

Breach of Contract/Warranty (06)  
Breach of Rental/Lease  
Contract (not unlawful detainer or wrongful eviction)  
Contract/Warranty Breach—Seller  
Plaintiff (not fraud or negligence)  
Negligent Breach of Contract/Warranty  
Other Breach of Contract/Warranty  
Collections (e.g., money owed, open book accounts) (09)  
Collection Case—Seller Plaintiff  
Other Promissory Note/Collections Case  
Insurance Coverage (not provisionally complex) (18)  
Auto Subrogation  
Other Coverage  
Other Contract (37)  
Contractual Fraud  
Other Contract Dispute

## Real Property

Eminent Domain/Inverse Condemnation (14)  
Wrongful Eviction (33)  
Other Real Property (e.g., quiet title) (26)  
Writ of Possession of Real Property  
Mortgage Foreclosure  
Quiet Title  
Other Real Property (not eminent domain, landlord/tenant, or foreclosure)

## Unlawful Detainer

Commercial (31)  
Residential (32)  
Drugs (38) (if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential)

## Judicial Review

Asset Forfeiture (05)  
Petition Re: Arbitration Award (11)  
Writ of Mandate (02)  
Writ—Administrative Mandamus  
Writ—Mandamus on Limited Court Case Matter  
Writ—Other Limited Court Case Review  
Other Judicial Review (39)  
Review of Health Officer Order  
Notice of Appeal—Labor Commissioner Appeals

## Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

Antitrust/Trade Regulation (03)  
Construction Defect (10)  
Claims Involving Mass Tort (40)  
Securities Litigation (28)  
Environmental/Toxic Tort (30)  
Insurance Coverage Claims (arising from provisionally complex case type listed above) (41)

## Enforcement of Judgment

Enforcement of Judgment (20)  
Abstract of Judgment (Out of County)  
Confession of Judgment (non-domestic relations)  
Sister State Judgment  
Administrative Agency Award (not unpaid taxes)  
Petition/Certification of Entry of Judgment on Unpaid Taxes  
Other Enforcement of Judgment Case

## Miscellaneous Civil Complaint

RICO (27)  
Other Complaint (not specified above) (42)  
Declaratory Relief Only  
Injunctive Relief Only (non-harassment)  
Mechanics Lien  
Other Commercial Complaint Case (non-tort/non-complex)  
Other Civil Complaint (non-tort/non-complex)

## Miscellaneous Civil Petition

Partnership and Corporate Governance (21)  
Other Petition (not specified above) (43)  
Civil Harassment  
Workplace Violence  
Elder/Dependent Adult Abuse  
Election Contest  
Petition for Name Change  
Petition for Relief From Late Claim  
Other Civil Petition

SHORT TITLE: CORE Litigation Trust v. Apollo Global Management, LLC, et al.

CASE NUMBER

BC 643732

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

**ORIGINAL**

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

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

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Non-Personal Injury/Property  
Damage/Wrongful Death Tort

Employment

Contract

Unlawful Detainer  
Real Property

A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
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
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
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 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 checked="" 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
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- 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

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CIVIL CASE COVER SHEET ADDENDUM  
AND STATEMENT OF LOCATION

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SHORT TITLE:

CORE Litigation Trust v. Apollo Global Management, LLC, et al.

CASE NUMBER

	<b>A</b> Civil Case Cover Sheet Category No.	<b>B</b> Type of Action (Check only one)	<b>C</b> Applicable Reasons - See Step 3 Above
<b>Judicial Review</b>	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	
<b>Provisionally Complex Litigation</b>	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
<b>Enforcement of Judgment</b>	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
<b>Miscellaneous Civil Complaints</b>	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	
<b>Miscellaneous Civil Petitions</b>	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

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### CIVIL CASE COVER SHEET ADDENDUM AND STATEMENT OF LOCATION

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SHORT TITLE:

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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).

<b>REASON:</b> <input type="checkbox"/> 1. <input 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.		<b>ADDRESS:</b> 8560 West Sunset Blvd., 8th Floor, West Hollywood, CA 90069
<b>CITY:</b> Los Angeles	<b>STATE:</b> CA	<b>ZIP CODE:</b> 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: 12/12/2016
  
 (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.

12/12/2016

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**CIVIL CASE COVER SHEET ADDENDUM  
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