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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SANTA CLARA**

ASHISH CHORDIA, LAMPROS
KALAMPOUKAS, RAGHU KODIGE, ASHISH
BALDUA, RAVI SARMA, NARENDRA
SIRUGUDI, KAJAL VIBHAKAR, RICHARD
ANDRADES, THE SAMAY KODIGE GST
TRUST, THE VEVAAN KODIGE GST TRUST,
RENXING LLC, FUKUTSU LLC, EUZOE LLC,
KOPPADAL FAMILY LLC, KOPPAL FAMILY
LLC, RIVERA FAMILY LLC, and TANREN
LLC,

Plaintiffs,

vs.

LG ELECTRONICS U.S.A., INC., LG
ELECTRONICS, INC., CHRIS JO, EDWARD
LEE, DAMON PARK, MATTHEW DURGIN,
JAEWOO HWANG, and RONALD WASINGER,

Defendants.

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Case No.: 25CV479834

COMPLAINT FOR:

- 1. TORTIOUS
INTERFERENCE WITH
CONTRACT**
- 2. TORTIOUS
INTERFERENCE WITH
PROSPECTIVE ECONOMIC
ADVANTAGE**
- 3. CALIFORNIA PENAL
CODE SECTION 496**
- 4. TRESPASS TO CHATTELS**

DEMAND FOR JURY TRIAL

INTRODUCTION

1. Plaintiffs Ashish Chordia, Lampros Kalampoukas, Raghu Kodige, Ashish Baldua, Ravi Sarma, Narendra Sirugudi, Kajal Vibhakar, Richard Andrades, The Samay Kodige GST Trust, The Vevaan Kodige GST Trust, Renxing LLC, Fukutsu LLC, Euzoe LLC, Koppadal Family LLC, Koppal Family LLC, Rivera Family LLC, and TanRen LLC, by and through their attorneys, upon knowledge as to themselves and their own acts, and upon information and belief as to all other matters, bring this action against Defendants LG Electronics U.S.A., Inc. (“LGE US”), LG Electronics, Inc. (“LGE”), Chris Jo, Edward Lee, Damon Park, Matthew Durgin, Jaewoo Hwang, and Ronald Wasinger (collectively, the “Defendants”).

NATURE OF THE ACTION

1. This is a case about a calculated corporate heist. After its U.S.-based subsidiary, Zenith Electronics LLC (“Zenith”) invested in a successful Silicon Valley startup, Alphonso Inc. (“Alphonso” or the “Company”), global giant LG Electronics, Inc. conceived of and executed several strategies to siphon hundreds of millions of dollars in profits for LGE’s own benefit. What started out as a secret plan codenamed “Project Wall-E” to illegally terminate the Company’s founders, seize control of its Board and eliminate stockholders’ bargained-for liquidity rights continued into an ongoing effort to depress the value of Alphonso’s shares so that LGE could force the minority stockholders out of the Company for cheap. LGE and its agents have gutted the founders’ economic and contractual rights and the value of their lives’ work. This lawsuit seeks to hold LGE and its agents accountable.

2. Plaintiffs Ashish Chordia, Lampros Kalampoukas, Ravi Sarma, Narendra Sirugudi, Raghu Kodige, and Richard Andrades, along with nonparties Manish Gupta and Dan Sun, founded Alphonso in 2012. Alphonso collects data on the viewing habits of smart TV users using proprietary technology titled Automatic Content Recognition (“ACR”). ACR technology is uniquely valuable to smart TV manufacturers, who use the technology to drive consumer features such as content recommendations and target advertising to individual viewing habits.

3. Through large upfront investments and years of sweat equity, the founders built a highly successful business that, within a decade, would be valued by LGE at more than \$1.4 billion.

1 4. In 2019, LGE began to explore the possibility of an acquisition or strategic
2 partnership with an advertising technology company to bolster its smart TV ad business, which, in
3 spite of the preceding five years of investment, had failed to cross \$10 million in revenue. LGE
4 considered dozens of companies, identified Alphonso as an attractive target, and began reaching
5 out about a potential transaction. After repeated efforts by LGE to engage Alphonso's founders,
6 the parties finally entered into negotiations in mid-2020.

7 5. In December 2020, the parties struck a deal pursuant to which Zenith would invest
8 roughly \$78 million in Alphonso in exchange for a 55% controlling interest in the Company.
9 While Alphonso's founders would retain significant ownership interests in the Company, they
10 would be relinquishing much of their control over its strategic direction. And because Alphonso
11 is not publicly traded, its founders would lack the ability to simply sell their shares to the market
12 should they find themselves disagreeing in the future with the strategic direction set by the
13 Company's new controlling stockholder. Accordingly, one of the most important negotiating
14 points in the deal was providing Alphonso's founders and the entire Alphonso team a guaranteed
15 mechanism for selling down stakes in the Company should they wish to do so in the future.

16 6. The parties solved this issue by having Zenith and Alphonso enter into a
17 stockholders' agreement with Alphonso's founders and certain executives, who were collectively
18 known as the "Key Holders." The stockholders' agreement, dated December 23, 2020 (the
19 "Stockholders' Agreement"), provided the Key Holders with a heavily negotiated series of
20 liquidity rights (the "Liquidity Rights"). Alphonso negotiated the Key Holders' Liquidity Rights
21 so that the Key Holders could protect the interests of all Alphonso stockholders—including current
22 and ex-employees, consultants, and advisors—from the time of Zenith's investment into the future.

23 7. Under the Stockholders' Agreement, Zenith is required to conduct a series of tender
24 offers, on a fixed schedule, pursuant to which Zenith would buy any stock that the Key Holders
25 and other Eligible Tender Holders¹ wished to tender at that time. The share price would be
26 determined based on agreement of the Alphonso board of directors (the "Board") or, if the Board

27 _____
28 ¹ Eligible Tender Holders has the same meaning as defined in Section 1.14 of the Stockholders' Agreement.

could not agree, by a mechanism involving independent valuation firms. The Stockholders' Agreement also obligated Alphonso to conduct an Initial Public Offering ("IPO") at the demand of the Key Holders on or after the third anniversary of Zenith's investment. Concerned that LGE might try to interfere with the value of the Company, which would impact these liquidity interests, the Key Holders negotiated for the ability to veto certain key decisions by the Board that might impact their Liquidity Rights or involve self-dealing by LGE (the "Veto Rights"). They also negotiated for the right to nominate up to three of the seven directors on the Board (the "Director-Designation Right"). As part of the Stockholders' Agreement, Alphonso also undertook an explicit obligation to use "reasonable efforts" to ensure that the protections afforded to the Key Holders remained effective for their benefit.

8. After execution of the deal, the Key Holders exercised their right to appoint three directors, nominating Plaintiffs Ashish Chordia, Lampros Kalampoukas, and Raghu Kodige to the Board of Alphonso. Zenith appointed four employees of LGE—its ultimate parent—specifically, Defendants Edward Lee, Matthew Durgin, Jaewoo Hwang, and non-party Sangwoo Lee.

9. Over the following two years, Alphonso had record success—growing to a 300-person workforce with upwards of \$270 million in revenue by the end of 2022. Yet, as Alphonso grew and became more profitable, LGE became increasingly dissatisfied with the Liquidity Rights to which Zenith had agreed. Rather than share the economic benefits of Alphonso's success with the Company's founders and minority stockholders, LGE began searching for mechanisms to capture a greater share of Alphonso's value for itself.

10. In 2021, Alphonso and LGE signed an inventory agreement (the "Inventory Agreement"), whereby LGE agreed to sell ad space on LG devices (referred to as "Inventory") to Alphonso so that it could market that ad space to third-party advertisers. The original Inventory Agreement did not include pricing terms. The pricing terms were instead set forth in the first amendment to the Inventory Agreement (the "First Amendment"), following arm's-length negotiations between the parties. These pricing terms would be in effect until such time as the Parties agreed otherwise. Pricewaterhouse Coopers ("PwC"), after analyzing comparable independent contractual agreements across industries, deemed "the arm's length prices" in the

1 First Amendment “reasonable and consistent with the arm’s length standard outlined” in Internal
2 Revenue Code regulations.

3 11. As Alphonso grew in size and profitability, LGE began to disfavor Alphonso’s
4 obligation to conduct an IPO for the Company—focusing instead on keeping Alphonso private
5 until LGE itself could benefit from an IPO. LGE further disfavored Zenith’s obligation to provide
6 the Key Holders with periodic opportunities for liquidity through tender offers. At bottom, LGE
7 wanted the Key Holders’ and other Eligible Tender Holders’ Liquidity Rights gone.

8 12. LGE preferred to extract, in the meantime, greater value from Alphonso via
9 intercompany agreements, like the Inventory Agreement, by forcing through amendments to their
10 pricing terms under the pretext of compliance issues. LGE’s interest in driving up the prices it
11 charged Alphonso for ad inventory flew in the face of the analysis by outside experts, like PwC,
12 who had found the *original* pricing terms to be fair. Nevertheless, LGE set off to extract
13 Alphonso’s cash for its own benefit while depressing the value that the Key Holders would be able
14 to receive via their Liquidity Rights. And, rather than honoring the Key Holders’ right to trigger
15 an IPO at the time of their choosing, LGE planned to force Alphonso to postpone going public
16 until after LGE had bought up the minority shares at a depressed price, thereby ensuring that LGE
17 could reap the benefit of Alphonso’s value wholly for itself.

18 13. Eventually, LGE recognized that the three directors designated to the Board by the
19 Key Holders posed a serious obstacle to LGE’s efforts to amend the Inventory Agreement’s pricing
20 terms, so long as they remained on the Board. Moreover, LGE realized that it could not act to
21 terminate, modify, or delay the Key Holders’ Liquidity Rights—its ultimate goal—so long as they
22 remained on the Board. However, LGE believed it had identified a loophole: to exercise the
23 Director-Designation Right, at least one of the Key Holders had to be an Alphonso officer or
24 employee at the time. The Stockholders’ Agreement stated that the Director-Designation Right
25 would be “null and void if no Key Holder serves as an officer or employee of the Corporation at
26 such time.”

27 14. Accordingly, in mid-2022, LGE conceived of and implemented “Project Wall-E”—
28 a secret plan to terminate the Key Holders’ Liquidity Rights by ousting Key Holders from the

1 Company, thereby eliminating their Director-Designation Right so that LGE could seize unfettered
2 control of Alphonso for itself.

3 15. Project Wall-E was meticulously planned. Following a series of meetings with
4 LGE C-level executives and other personnel and directors, LGE decided that it would cause the
5 LGE employees on the Alphonso Board to terminate five executive officer Key Holders, using
6 pretextual reasons for their firings. Then, it would have the same LGE employees appoint a new
7 interim CEO for Alphonso of LGE's choosing—Adam Sexton—to effectuate the firing of the final
8 two non-executive Key Holders. LGE believed that the effect of removing all Key Holder
9 employees would be to deprive them of their Director-Designation Rights, handing LGE full
10 control of the Alphonso Board and of Alphonso's future. LGE then planned to terminate the
11 Stockholders' Agreement—the source of the Key Holders' Liquidity Rights and the source of
12 liquidity rights for all minority shareholders—to destroy those Liquidity Rights and change the
13 terms of the First Amendment to the Inventory Agreement.

14 16. On December 16, 2022, LGE's employees on the Alphonso Board executed Project
15 Wall-E and fired seven Key Holders, and three non-Key Holders close to Alphonso's operations,
16 from the Company. The same LGE employees then purported to amend the bylaws and remove
17 the three Key Holder-appointed directors from the Board—Chordia, Kodige and Kalampoukas—
18 to achieve a fully LGE-controlled Board.²

19 17. The purpose of Project Wall-E was to eliminate the Key Holders' Liquidity Rights,
20 so that LGE could prevent an eventual IPO and depress the per-share price to be received by the
21 Key Holders through future tender offers while siphoning Alphonso's value for LGE's own
22 economic benefit.³

23 ² LGE also planned to use the terminations to force the Key Holders to sell their shares at a
24 depressed share price of \$16.64. LGE not only wanted greater control of the Company (without
25 having to pay the fair price for it), but it also thought that acquiring a larger stake in Alphonso
26 would “[m]itigat[e] the risk of potential litigation from [the Key Holders]”. See *Chordia v. Lee*,
2024 WL 49850, C.A. No. 2023-0382-NAC (Del. Ch. Ct. Jan. 4, 2024), at *34.

27 ³ These findings were made by the court in *Chordia v. Lee*, 2024 WL 49850, C.A. No. 2023-
28 0382-NAC (Del. Ch. Ct. Jan 4, 2024), a lawsuit brought in 2023 by numerous Plaintiffs seeking
to challenge LGE's removal of the Key Holder Directors in 2022. The Court also ultimately found
the Key Holder Directors' removal to be invalid and ordered them to be reinstated to the Board.

1 18. Shortly after executing Project Wall-E, LGE caused Alphonso to hire KPMG to
2 conduct a new transfer pricing study. LGE then pressured KPMG into providing an opinion
3 supporting much higher transfer pricing—in LGE’s favor—than reflected in the existing Inventory
4 Agreement. LGE’s plans to push through the change finally stumbled in January 2024, when the
5 Delaware Chancery Court issued a post-trial opinion concluding that the removal of the Key
6 Holder-appointed directors had been pretextual and invalid. No longer able to exercise unfettered
7 control over Alphonso as it had planned, LGE set out to find other ways to depress the value of
8 Alphonso shares so that they could buy out minority shareholders on the cheap. LGE created an
9 artificial crisis with the goal of coercing the Alphonso Board into doing LGE’s bidding: on
10 February 14, 2024—a day before the Board was scheduled to begin discussing the first scheduled
11 tender offer under the Stockholders’ Agreement—LGE notified Alphonso that the Inventory
12 Agreement would terminate in 60 days, choking off Alphonso’s access to ad inventory, unless the
13 Board approved new transfer pricing. With this threat, LGE forced Alphonso to execute an
14 amendment to the Inventory Agreement, effectively capping Alphonso’s profit margins at 15%
15 and ensuring that profits above that level are directly siphoned off by LGE. Because LGE made
16 the amendment retroactive, it extracted over a hundred million dollars in 2024 alone.

17 19. LGE’s artificially-created crisis also substantially delayed the first scheduled tender
18 offer under the Stockholders’ Agreement. Instead of being launched by March 2024, the tender
19 offer was not completed until November 2024, at which point Alphonso’s valuation was depressed
20 because the amended Inventory Agreement’s punitive terms and retroactive application reduced
21 Alphonso’s profits.

22 20. Fed up with LGE’s antics, on January 3, 2025, the Key Holder members of the
23 Alphonso Board served a demand for an IPO, thereby triggering a 60-day deadline for the filing
24 of a registration statement pursuant to the Stockholders’ Agreement. LGE has opposed the IPO—
25 making clear that it does not align with LGE’s own preferred long-term strategy—and the
26 Company is yet to be publicly listed.

27 21. Per the Stockholders’ Agreement, if the Company is not publicly listed, Zenith was
28 required to commence the second scheduled tender offer in March 2025. LGE again interfered

1 with this process, only permitting Zenith to launch the tender offer in June 2025. LGE moreover
2 caused Zenith to fail to disclose that one valuation firm used an improper methodology and the
3 work of another valuation firm (chosen by LGE) suffered from a mathematical error that
4 improperly depressed the price per share. LGE continues to cause Zenith to drag its feet on
5 corrective actions and, four months later, Zenith still has not relaunched the second tender offer.
6 Most recently, LGE has suggested that it may seek to change the terms of the Inventory Agreement
7 yet again. LGE continuing to stall the IPO process and delay the second tender offer threatens to
8 further depress Alphonso's valuation and deprive the Key Holders from obtaining the full benefit
9 of their bargain.

10 22. The Key Holders have been and continue to be significantly harmed by LGE's
11 wrongful actions. These actions have siphoned off Alphonso's profits for LGE's benefit,
12 depressing the value that the Key Holders could receive from timely exercising their contractual
13 Liquidity Rights and blocking the exit opportunity for which they had expressly negotiated. As a
14 result of the Defendants' improper and deliberate actions—all intended to undermine and interfere
15 with the Stockholders' Agreement and to divert funds out of Alphonso for LGE's benefit—the
16 Key Holders have been and continue to be deprived on an ongoing basis of their contractual and
17 economic interests, including but not limited to the Liquidity Rights that were at the center of
18 agreements with Zenith.

19 23. LGE acted with deliberate intent to deprive Plaintiffs of their bargained-for rights.
20 It worked for months to enact a secretive (and improper) scheme to oust the Key Holders in order
21 to interfere with their contractual rights under the Stockholders' Agreement. After flexing its
22 muscle by firing the Key Holders and their designees, it then coerced the Board into amending
23 intercompany agreements to LGE's benefit, and to undermine the Key Holders' and minority
24 stockholders' economic interests in obtaining liquidity for their shares at fair value.

25 24. Plaintiffs now bring this action seeking to recover compensatory, punitive, and
26 treble damages for Defendants' wrongful conduct, including for tortious interference with
27 Plaintiffs' rights conferred by the Stockholders' Agreement, tortious interference with Plaintiffs'
28 prospective economic advantage as related to the value of their stock and other future Liquidity

Rights, as well as violations under the California Penal Code Section 496 and claims of trespass to chattels.

PARTIES AND OTHER RELEVANT ENTITIES

25. Non-party Alphonso Inc. is a corporation organized and existing under the laws of Delaware that has its principal place of business at 444 Castro St., Mountain View, California 94041.

26. Plaintiff Ashish Chordia is an individual residing in Hallandale Beach, Florida. Chordia was a resident of California until 2022. Currently, Chordia owns approximately 287,000 shares of common stock of the Company personally. Through Plaintiffs Renxing LLC and Fukutsu LLC, which are Key Holders as of 2025, Chordia controls voting rights for an additional 333,000 shares and 325,000 shares of Company common stock, respectively.⁴ Until his termination and improper removal on December 16, 2022, Chordia was both the Executive Chairman, Chief Human Resources Officer (“CHRO”), and a director on Alphonso’s Board. Previously, Chordia served as the Chief Executive Officer (“CEO”).

27. Plaintiff Lampros Kalampoukas is an individual residing in Highland Park, New Jersey. Kalampoukas was a founder of Alphonso and presently owns 150,000 shares of common stock of the Company personally. Through Plaintiff Euzoe LLC, which is a Key Holder as of 2025, Kalampoukas controls voting rights for an additional 509,300 voting shares, approximately. Until his termination and improper removal on December 16, 2022, Kalampoukas was both the Chief Technology Officer (“CTO”) and a director of Alphonso.

28. Plaintiff Raghu Kodige is an individual residing in San Carlos, California. Kodige was a founder of Alphonso and presently owns approximately 28,300 shares of common stock of the Company personally. Through Plaintiffs Koppadal Family LLC and Koppal Family LLC, which are Key Holders as of 2025, Kodige also controls voting rights for approximately 145,600 shares and 60,000 shares of Company common stock, respectively. Through Plaintiffs The Samay Kodige GST Trust and The Vevaan Kodige GST Trust, Kodige also controls voting rights for an

⁴ Chordia’s estate formerly included the Shaoie Chan Chordia GST Trust, which was an original signatory to the Stockholders’ Agreement.

1 additional 134,000 shares of Company common stock (with 67,000 shares held by each Plaintiff
2 separately). Until his termination and purported removal on December 16, 2022, Kodige was both
3 the CEO and a director of Alphonso. Previously, Kodige served as the Chief Productive Officer
4 (“CPO”).

5 29. Plaintiff Ashish Baldua is an individual residing in San Jose, California. Baldua
6 presently owns approximately 55,000 shares of common stock of Alphonso personally. Through
7 Plaintiff Rivera Family LLC, which is a Key Holder as of 2025, Baldua controls voting rights of
8 an additional 60,000 shares of Company common stock. Until his termination on December 16,
9 2022, Baldua was the CPO of the Company.

10 30. Plaintiff Ravi Sarma is an individual residing in New Jersey. Sarma presently owns
11 approximately 156,700 shares of common stock of Alphonso personally. Through Plaintiff
12 TanRen LLC, which is a Key Holder as of 2025, Sarma controls voting rights of an additional
13 15,600 shares of Company common stock, approximately. Until his termination on December 16,
14 2022, Sarma was Senior Vice President of Engineering at the Company.

15 31. Plaintiff Kajal Vibhakar is an individual residing in San Carlos, California.
16 Vibhakar currently owns 29,666 shares of common stock of the Company. Until her termination
17 on December 16, 2022, Vibhakar was a senior product manager at the Company.

18 32. Plaintiff Narendra Sirugudi is an individual residing in Bangalore, India. Sirugudi
19 currently owns approximately 196,400 shares of common stock of the Company. Sirugudi
20 resigned from employment at the Company through its India-based subsidiary in 2024.

21 33. Plaintiff Richard Andrades is an individual residing in Chalfont, Pennsylvania.
22 Andrades presently owns 190,500 shares of common stock of Alphonso. Until his termination on
23 December 16, 2022, Andrades was a technologist who contributed to software development at the
24 Company.

25 34. Non-party Sandeep Beotra is an individual residing in Manhasset, New York.
26 Beotra presently owns 161,230 shares of common stock of the Company. Until his termination on
27 December 16, 2022, Beotra was the Chief Financial Officer (“CFO”) and Head of Corporate
28 Development of Alphonso.

1 35. Non-party Manish Gupta is an individual residing in Bangalore, India. Gupta
2 currently owns approximately 202,800 shares of common stock of the Company. Gupta resigned
3 from employment at the Company in 2024.

4 36. Plaintiffs Chordia, Kalampoulas, Sarma, Kodige, Baldua, and Andrades and
5 non-party Beotra (collectively, the “Terminated Key Holders”) were all terminated in connection
6 with Project Wall-E.⁵ The Terminated Key Holders were original signatories to the Stockholders’
7 Agreement. Plaintiffs The Samay Kodige GST Trust, The Vevaan Kodige GST Trust, Renxing
8 LLC, Fukutsu LLC, Euzoe LLC, Koppadal Family LLC, Koppal Family LLC, Rivera Family LLC,
9 and TanRen LLC (collectively, the “Key Holder Trusts”) are certain Founders’ estates. Plaintiffs
10 the Samay Kodige GST Trust and the Vevaan Kodige GST Trust were original signatories to the
11 Stockholders’ Agreement; the remainder of the Key Holder Trusts became signatories to the
12 Stockholders’ Agreement in 2025.

13 37. Non-party Zenith Electronics LLC is a limited liability company organized and
14 existing under the laws of Delaware and has its principal place of business at 2000 Millbrook Dr.,
15 Lincolnshire, Illinois 60069-3630. Zenith is a U.S.-based subsidiary of LGE. Since December
16 2020, Zenith has owned an approximately 55% interest in Alphonso.

17 38. Defendant LG Electronics U.S.A., Inc. is a corporation organized and existing
18 under the laws of Delaware that has its principal place of business at 111 Sylvan Ave., Englewood
19 Cliffs, New Jersey 07632. LGE US wholly owns Zenith.

20 39. Defendant LG Electronics, Inc. is a corporation organized and existing under the
21 laws of the Republic of Korea and has its principal place of business at LG Twin Tower 128,
22 Yeoui-daero, Yeongdeungpo-gu, Seoul, Korea. LGE wholly owns LGE US and—by extension—
23 Zenith.

24 40. Together, LGE US and LGE are referred to in this Complaint as “LGE” or the
25 “LGE Defendants.”

26
27
28 ⁵ Plaintiff Vibakhar, who is not a Key Holder, was also terminated in connection with Project Wall-E.

41. Defendant Chris Jo is an individual residing in Korea. Jo is the Senior Vice President of LGE's Content and Services group, under which Alphonso operates. Jo also served as an Alphonso director from March through July 2022.

42. Defendant Edward Lee is an individual residing in Korea. Lee has served as a Senior Director at LGE since December 2021, and since 2002, has been employed by LGE in various other roles. Lee also served as an Alphonso director from December 2020 through early 2023.

43. Defendant Damon Park is an individual residing in Korea. Park has served as Business Lead for LGE since January 2010. In early 2023, Park replaced Lee as an Alphonso director.

44. Defendant Matthew Durgin is an individual residing in New York. Durgin has served as the Vice President, North America Partnerships for LGE since November 2008. Durgin has also served as an Alphonso director since December 2020.

45. Defendant Jaewoo Hwang is an individual residing in New York. Hwang was the CFO of LGE US until 2023. He has also served as an Alphonso director since December 2020.

46. Defendant Ronald Wasinger is an individual residing in New Jersey. Wasinger has served as the Vice President and General Counsel of LGE US since July 2019. In July 2022, Wasinger replaced Jo as an Alphonso director.

47. Together, Jo, Lee, Park, Durgin, Hwang, and Wasinger are collectively referred to in this Complaint as the “LGE Director Defendants.”

JURISDICTION AND VENUE

48. This Court has personal jurisdiction over LGE, LGE US, and the LGE Director Defendants under California Code of Civil Procedure § 410.10, because they committed the acts alleged herein in, or with effects in, California by directing communications to California resident, Alphonso, including to discuss, perpetrate, and further the acts alleged herein with the intention to harm Plaintiffs Kodige, Baldua, and Vibhakar, California residents.

49. LGE US also has an office in California, located at 5150 Great America Parkway, Santa Clara, CA 95054, from which it conducted business related to this dispute.

50. Furthermore, upon information and belief, the LGE Director Defendants individually directed communications to Key Holders who were then domiciled in California, including to Plaintiffs Chordia, Kodige, Baldua, and Vibhakar. The LGE Director Defendants also traveled, on various occasions, to California to meet with key personnel as part of negotiations, and thereafter to meet with executives at Alphonso headquarters, and to plan its coup, which was orchestrated from LGE's Santa Clara offices, establishing sufficient minimum contacts with California to confer upon them personal jurisdiction.

51. This Court has subject matter jurisdiction because Plaintiffs assert claims under California common and statutory law and the amount in controversy far exceeds \$35,000.

52. Venue is proper under California Code of Civil Procedure § 395(a) because the acts alleged herein took place in Santa Clara County, California.

FACTUAL BACKGROUND

Alphonso is a Global Leader in Connected TV and Cross-Screen Advertising.

53. In 2012, eight individuals—including Plaintiffs Ashish Chordia, Lampros Kalampoukas, Ravi Sarma, Narendra Sirugudi, Raghu Kodige, and Richard Andrades (the “Founders”)—founded Alphonso, a Silicon Valley-based global technology company focused on the intersection of television and big-data analytics.⁶

54. The Founders, together with Plaintiffs Ashish Baldua, The Samay Kodige GST Trust, The Vevaan Kodige GST Trust, non-party Sandeep Beotra, and non-party Manish Gupta, all have equity in Alphonso, and are collectively referred to as “Key Holders.” Other Key Holders include certain Founders’ estates that are signatories to the Stockholders’ Agreement: The Samay Kodige GST Trust, The Vevaan Kodige GST Trust, Renxing LLC, Fukutsu LLC, Euzoe LLC, Koppadal Family LLC, Koppal Family LLC, Rivera Family LLC, and TanRen LLC.

55. Alphonso provides automatic content recognition (“ACR”) technology, which enhances advertising efforts by collecting data on users who have opted-in view on smart TVs, in order to provide content recommendations and efficiently target advertisements. Its data helps

⁶ Nonparties Manish Gupta and Dan Sun also founded Alphonso.

1 marketers fine-tune Connected TV (“CTV”) and cross-screen campaigns and understand ad
2 performance to optimize media buys. By helping brands find unique reach across a fragmented
3 TV landscape and maximize return on ad spend, Alphonso quickly became a leader in the industry
4 after its founding.

5 56. Since its formation, Alphonso has received roughly \$6.2 million in funding from
6 investors other than LGE. It used this funding, in conjunction with a portion of the Company’s
7 revenues, which exceeded \$125 million, to expand its workforce to over 130 employees by 2020
8 and 300 employees by 2021.

9 *Zenith Obtains a Majority Stake in Alphonso.*

10 57. In 2019, the global smart TV manufacturer, LGE, began to explore the possibility
11 of an acquisition or strategic partnership with an advertising technology company to bolster its
12 flailing smart TV ad business, which (in spite of LGE’s years of investment in internal initiatives)
13 had failed to cross \$10 million in revenue. After reaching out to Alphonso multiple times
14 throughout 2019 and 2020, LGE finally induced Alphonso to enter into negotiations with LGE in
15 mid-2020.

16 58. LGE is a global manufacturer of smart TVs and the world’s second largest
17 television manufacturer overall. Like many other smart TV brands at the time, LGE was interested
18 in making a strategic investment in an ACR technology company, such as Alphonso, through one
19 of its subsidiaries.

20 59. Then-Alphonso Chief Executive Officer (“CEO”) Chordia, then-Chief Product
21 Officer (“CPO”) Kodige, Chief Financial Officer (“CFO”) Beotra, and General Counsel Tom
22 Cushing served as the primary negotiators on behalf of Alphonso and the Key Holders. Tom
23 Hahm, the Head of Global Alliances at LGE, served as the primary negotiator on behalf of LGE.

24 60. From the start of the negotiations, LGE made clear that it wanted to acquire a
25 majority stake in Alphonso. The Key Holders, however, were reluctant to hand LGE the control
26 over all decisions that would come with a majority stake. In March 2020, LGE sent Alphonso a
27 letter of intent which communicated its desire to take a majority position in Alphonso. The letter
28 also clarified LGE’s intentions regarding management and operational control, stating that its

1 desired stake “will come with some management rights,” but it would “like to keep everything at
2 [Alphonso] as is.” LGE stated that its “key goal is consolidation with some management control,”
3 but it did not “plan on taking over the entire company or to stop the current management from
4 doing what it believes it needs to do to win in the marketplace.” In exchange for the majority
5 stake, LGE agreed that it would come up with a liquidity scheme that was fair to all parties, and
6 that would give equity holders a “trigger-based method to allow for a slow exit.”

7 61. In May 2020, Plaintiffs Chordia and Kodige and non-party Beotra visited LGE in
8 Seoul to meet with Senior LGE Director Edward Lee, LGE President Hyoung-Sei Park, and LGE
9 Head of Global Alliances Tom Hahm to push forward contract negotiations. During that meeting,
10 Beotra made clear to the LGE executives that the Key Holders would not sell a majority stake of
11 Alphonso for fear that their long-term interests would be undermined if they were forced to
12 relinquish their leadership over the Company.

13 62. Over time, however, it became clear that LGE would not strike a deal without
14 control and the Key Holders sought to find a middle position.

15 63. Ultimately, the Key Holders agreed they would relinquish control of Alphonso in
16 exchange for a set of liquidity and exit rights that would ensure the Key Holders would be able to
17 sell their equity for fair value and ultimately, if they wished, exit their investments through an IPO.
18 These Liquidity Rights were a critical point for the Key Holders, without which they would not
19 have agreed to Zenith’s investment. The Key Holders also negotiated for other protective rights,
20 such as the right to nominate directors or veto related-party transactions between LGE and
21 Alphonso, to further protect their interests in influencing the future of the Company.

22 64. Starting June 2020, the parties began to firm up key terms to their agreement.
23 During negotiations, LGE rejected several provisions that would have been beneficial to the Key
24 Holders, including a provision that would have made the hiring, firing, or changing of the
25 compensation of the CEO subject to the veto of the Key Holders.

26 65. On November 9, 2020, Beotra emailed Hahm, outlining the Key Holders’ concerns
27 with LGE’s proposals seeking unfettered control over Alphonso. Those concerns included, among
28 other things, the fear that LGE would take steps that might be counter to Alphonso’s best interests,

1 employ a different strategic vision, block third-party financing/secondary sales or M&A, and fire
2 key employees with whom LGE disagreed.

3 66. Hahm, as he had done just a few days earlier, continued to reassure Beotra that
4 LGE’s interests would be aligned with Alphonso and its stockholders. Indeed, on November 5, in
5 response to Beotra’s concerns regarding LGE’s proposals, Hahm explained that firing executive
6 officers was a “nuclear option” that LGE would only pursue if the Key Holders were “running
7 [Alphonso] into the ground and destroying value.”

8 67. In reliance upon Hahm’s reassurance and after almost a year of negotiations, the
9 parties finalized the terms of their deal in December 2020.

10 *The Parties Finalize a Deal on December 18, 2020.*

11 68. Pursuant to the Common Stock Purchase Agreement, signed on December 18,
12 2020, Zenith—a wholly owned subsidiary of LGE US, which is a wholly owned subsidiary of
13 LGE—agreed to purchase from Alphonso up to 2,524,797 shares of newly issued common stock
14 at \$11.09 per share at a \$110 million valuation. The effect of this purchase, with a second stock
15 purchase (described below) and tender offer, was to make Zenith a majority stockholder in
16 Alphonso by April 2021, with ownership of over 55% of Alphonso stock. Then-Alphonso CEO
17 Chordia signed the Common Stock Purchase Agreement on behalf of Alphonso, and CFO
18 Donghoon Shin signed the agreement on behalf of Zenith.

19 69. Also on December 18, 2020, Zenith entered into a Secondary Stock Purchase
20 Agreement with Alphonso and the Key Holders through which Zenith agreed to purchase
21 approximately one-third of their then-current shareholding of common stock from these
22 individuals at prices specified in Schedule 1.1 of the Agreement. Then-Alphonso CEO Chordia
23 signed the Secondary Stock Purchase Agreement on behalf of Alphonso, and CFO Donghoon Shin
24 signed the agreement on behalf of Zenith.

25 70. As part of the deal, Alphonso and the Key Holders further negotiated a set of
26 liquidity and governance protections, memorialized in a December 23, 2020 Stockholders’
27 Agreement by and between Alphonso, Zenith, and the Key Holders. CFO Shin signed on behalf
28 of Zenith, then-CEO Chordia signed on behalf of Alphonso, and each Key Holder individually

signed the Stockholders' Agreement on their own behalf. Alphonso, the Key Holders, and Zenith are the only signatories to the Stockholders' Agreement.

The Stockholders' Agreement Granted the Key Holders' Important Liquidity Rights.

71. The Stockholders' Agreement contained several provisions aimed at protecting the Key Holders' Liquidity Rights and their ability to monetize and potentially exit their Alphonso investments. The Liquidity Rights, which included a right to tender offers and to demand an IPO, were an essential aspect of the parties' deal as many of the Key Holders, and indeed the entire Alphonso team, had worked for years to build Alphonso at below-market salaries.

72. Recognizing this, LGE had, in discussions leading up to Zenith's investment in Alphonso, represented to the Key Holders that LGE would support Alphonso Management in growing the business and then filing for an IPO within five years.

73. The Stockholders' Agreement thus includes explicit Liquidity Rights, a Director-Designation Right, Veto Rights and a reasonable efforts clause—all intended to protect the Key Holders' liquidity and interest in the Company.

74. Sections 9.1(a), 9.4(f), 11.1, and 11.2 of the Stockholders' Agreement set forth the Liquidity Rights.

A. Section 9.1(a) provides that if after December 30, 2023, Alphonso receives a request from Key Holders owning at least 50% of the registerable securities held by the Key Holders in aggregate, then Alphonso is required to file a Form S-1 registration statement—the first step in the process of commencing an IPO.

B. Section 9.4(f) obligates Alphonso to use commercially reasonable efforts to cause its securities to be listed as expeditiously as reasonably possible following the filing of the Form S-1 registration statement.

C. Sections 11.1 and 11.2 set forth the Key Holders' tender offer rights. Section 11.1 requires Zenith to commence three annual scheduled tender offers at the greater of fair market value or \$11.09 on (1) March 31, 2024, (2) March 31, 2025, and (3) March 31, 2026. Before commencing the tender offer, the Board is required to first approve of both (i) the Company's prior year financial statements and (ii) the scheduled tender

offer's fair market value. Further, Section 11.2 requires the Board's approval of the fair market value to include the "affirmative consent of at least one Common Director." In the event that the Board is unable to reach agreement on the fair market value within 45 days before the tender offer's commencement, the Stockholders' Agreement provides a process for resolving that dispute; namely, each of the Common Directors and the LGE Directors are to appoint an independent valuation firm, and the Agreement then provides for a method of determining the final price depending on how far apart the respective valuations are. Overall, the tender offer provisions granted the Key Holders, through the Common Directors, a key say in the initiation and value of the offers.

75. Section 10, the Director-Designation Right, further gives the Key Holders the right to appoint up to three of the seven-person Board of Directors (the "Common Directors") to represent their interests on the Board. The remaining four directors are to be appointed by Zenith.

A. To exercise the Director-Designation Right, at least one of the Key Holders has to be an Alphonso officer or employee, such that the Director-Designation Right "shall be null and void if no Key Holder serves as an officer or employee of the Corporation at such time." These provisions were added to the agreement at LGE's behest during the negotiations to ensure that the Key Holders had "skin in the game"—*i.e.*, an incentive to continue to work at the Company and build value.

B. In addition, to exercise the Director-Designation Right, the Key Holders must collectively hold a defined percentage of Alphonso stock. If the Key Holders collectively hold 20% or more of the outstanding shares, they may designate up to three directors. If they hold between 10% and 15% of the outstanding shares, they may designate one director. If the Key Holders own less than 10% of outstanding shares, they do not have the ability to designate a director.

C. Under Section 10.3(a), a Director also cannot be removed without prior approval by the "Person(s) or . . . holders entitled under Subsection 10.2(a) or (b) to designate that

1 director.” In other words, to remove a Common Director, the Key Holders
2 then-holding the right to designate directors must approve of the removal.

3 76. Section 10.5(d) also includes the Veto Rights, which restrict the Board’s ability to
4 take certain actions without the affirmative consent or vote of at least one Common Director—*i.e.*,
5 those directors appointed by the Key Holders.

6 A. Specifically, to protect the negotiated Liquidity Rights, the Veto Rights prohibit the
7 Board from (1) postponing the commencement of an IPO to a date after December
8 2025, (2) postponing or modifying the tender offers, (3) entering into related-party
9 transactions between Alphonso and LGE, subject to certain exceptions, and
10 (4) determining fair market value for the scheduled tender offers, in each case, without
11 the affirmative consent or vote of at least one Common Director.⁷

12 77. Finally, Section 12, the reasonable efforts clause, is a broad anti-circumvention
13 provision that requires Alphonso to use its “reasonable efforts . . . to ensure that the rights granted
14 under [the Stockholders’] Agreement are effective and that the Parties enjoy the benefits of [the]
15 Agreement.” In other words, it is Alphonso’s obligation to ensure that the rights negotiated by the
16 Key Holders in exchange for ceding control over the corporation are adequately protected and
17 enforced.

18 78. Put together, these rights were intended to protect the investment Key Holders had
19 made over the course of many years in working for below-market salaries to build Alphonso into
20 a multi-billion-dollar business, by ensuring the Key Holders’ ability to sell their shares for the
21 maximum value possible as embodied in the Stockholders’ Agreement’s Liquidity Rights and by
22 giving them governance power over the Alphonso Board.

23 *LGE and Alphonso Sign the Inventory Agreement in 2021.*

24 79. Following the close of the deal, the Key Holders exercised their
25 Director-Designation Right by appointing Chordia, Kodige, and Kalampoukas to the Alphonso
26 Board as the three Common Directors.

27
28 ⁷ *Chordia*, 2024 WL 49850, at *5.

1 80. Zenith filled the remaining four seats of the Board by appointing LGE employees,
2 including SVP Sangwoo Lee, two LGE Senior Directors, Edward Lee, and Matthew Durgin, as
3 well as LGE US’s CFO Jaewoo Hwang.

4 81. Over the course of the two years that followed closing, Alphonso flourished.
5 Alphonso’s revenue surged from under \$27 million in 2020 to \$77.8 million in 2021 and to \$278
6 million in 2022. The Company also expanded from a 130-person workforce at the time of Zenith’s
7 investment to a 300-person workforce by 2021.

8 82. By late 2022, LGE itself pegged Alphonso’s value at upwards of \$1.4 billion.⁸ This
9 was nearly ten times its valuation at the time of the stock purchase agreements less than two years
10 earlier.

11 83. Following the extraordinary success of the Company, the Key Holders, and
12 LGE-affiliated management began to disagree about the Company’s future direction. While the
13 Key Holders were eager to drive the growth of the business and plan for and eventually conduct
14 an IPO for Alphonso, which would be lucrative for all shareholders and drive the Company to
15 greater heights, the LGE employees on the Alphonso Board were focused on extracting the value
16 created by Alphonso by depriving minority shareholders of fair value for the equity owned by
17 them. This growing divergence in interests came to a head when a conflict arose between the LGE
18 employees on the Alphonso Board, the Common Directors, and Alphonso Management regarding
19 an agreement for LGE to sell advertising inventory to Alphonso.

20 84. On April 26, 2021, Alphonso and LGE entered into the Inventory Agreement,
21 pursuant to which LGE agreed to sell Alphonso its advertising Inventory—*i.e.*, ad space on LG
22 connected devices—on an exclusive basis, so that Alphonso could then sell that inventory to
23 third-party advertisers looking to display their ads on smart TVs. The Inventory Agreement was
24 terminable at will by either party on 60 days’ notice.

25 85. The Inventory Agreement did not contain pricing terms. The inventory that LGE
26 provided to Alphonso during 2021 was considered a “free trial.”

27
28 ⁸ *Id.* at *14.

1 86. To establish pricing terms, Alphonso initially hired Pricewaterhouse Coopers
2 (“PwC”) to conduct a transfer pricing analysis.

3 87. Notwithstanding PwC’s engagement, LGE pushed for the analysis to be undertaken
4 by a different firm—KPMG—with whom it had extensive prior ties.

5 88. Under pressure from LGE, Alphonso reluctantly agreed to work with KPMG on
6 two conditions: PwC would shadow KPMG and review its analysis and KPMG would be engaged
7 only by Alphonso, as the sole client, and not by LGE. Alphonso expected that KPMG would act
8 ethically towards its client, Alphonso, and not surreptitiously answer directly to LGE in connection
9 with its assignment.

10 89. KPMG selected and employed the internal Comparable Uncontrolled Transaction
11 (CUT) Method, which compares the prices charged in similar transactions, to establish
12 arm’s-length prices for LGE ad Inventory. After applying its selected methodology it affirmed
13 PwC’s analysis of the pricing terms.

14 90. On January 26, 2022, the parties entered into the First Amendment to the Inventory
15 Agreement, pursuant to which Alphonso agreed to pay reasonable market-based rates for LGE’s
16 ad Inventory, based on KPMG’s transfer pricing analysis.

17 *LGE Seeks to Transfer Value Out of Alphonso through Renegotiation of the Inventory*
18 *Agreement in 2022.*

19 91. In March 2022, Chris Jo moved from San Jose, California to Seoul, South Korea,
20 becoming the Senior Vice President at LGE headquarters. Almost immediately, Jo, with the force
21 of LGE behind him, plotted to change the terms of the Inventory Agreement, thereby interfering
22 with the Key Holders’ contractual rights. LGE sought exorbitant transfer prices more than five
23 times those in the First Amendment. Moreover, LGE sought to apply that change retroactively.
24 Alphonso had been performing extremely well, and Jo and LGE were further determined to
25 interfere with Zenith’s promise to allow Alphonso to IPO—preferring instead to use the Inventory
26 Agreement as a tool to capture that increased value for LGE. LGE Senior Director and Alphonso
27 Board member Matt Durgin candidly acknowledged that the planned amendments to the Inventory
28 Agreement were intended to benefit LGE and were contrary to Alphonso’s interests and

inconsistent with the directors' duties.⁹ Internal LGE documents, however, coached LGE employees on the Alphonso Board to "[a]pproach the matter as a compliance risk issue," specifically "to prevent fiduciary duty issues pertinent to LG Directors."¹⁰

92. On June 30, 2022, just months after supporting the initial transfer pricing, KPMG issued a memo at LGE's request revising its prior analysis and claiming that the transfer prices in the First Amendment should be "revised and reestablished" upwards. KPMG addressed and sent the memo only to LGE rather than to its client, Alphonso.

93. Alphonso Management and the three Common Directors—Chordia, Kodige and Kalampoukas—expressed concern that this change in transfer pricing would significantly reduce or eliminate Alphonso's profit margins, transfer cash from Alphonso to LGE, and depress the Company's enterprise value. This would harm the Key Holders' contractual and all minority shareholders' economic interests by depressing the share price they could receive through future tender offers or an IPO. They opposed the proposed amendment, which did not reflect arm's-length bargaining terms.

94. Alphonso also retained PwC to provide a second opinion on KPMG's new transfer pricing analysis. PwC confirmed that the original transfer pricing in place was reasonable and consistent with arm's-length bargaining, and should not be modified or amended, cautioning that a change in the transfer pricing would benefit LGE.

95. Despite that opinion, LGE continued to demand amendment of the Inventory Agreement, relying upon KPMG's analysis to bolster its position. With the Key Holder Management and Common Directors opposing the amendment, however, LGE was not able to push through any revised pricing. The Key Holders' Veto Rights were thus a thorn in LGE's side.

96. So LGE began to consider mechanisms for ousting the Key Holders from their leadership roles and circumventing their rights in the Company altogether.

⁹ *Id.* at *9 n.111.

¹⁰ *Id.* at *9.

LGE Launches “Project Wall-E” to Undermine Key Holders’ Interests and Seize Control of Alphonso in 2022.

97. In March 2022, Jo was appointed by Zenith to Alphonso’s Board.

98. While serving on the Alphonso Board, Jo was the primary individual who conceived of and then implemented what would later be known as “Project Wall-E”—a scheme to wholly replace Alphonso’s leadership, oust the Key Holders from the Company, terminate the Key Holders’ rights under the Stockholders’ Agreement, and backtrack on the plan for an IPO.¹¹

99. In April 2022, Jo informed then-CEO Kodige that LGE was wavering on the idea of an IPO. A month later, Jo had a call with Adam Sexton, his friend and former colleague at Samsung, in which Project Wall-E began to take form. During the call, Jo indicated that although LGE was initially interested in an IPO, it was now considering “bigger plans” to help LGE get a larger return on its investment in Alphonso. The parties also mentioned a desire to remove Chordia from the Board and as CHRO, and to bring in “new upper management”¹² to pursue LGE’s business priorities for Alphonso.

100. To effectuate this restructuring, Jo attempted to get Sexton hired for an executive position at Alphonso. On information and belief, Jo trusted Sexton to be his inside source, given their long friendship over the course of a decade. However, Alphonso Management rejected Sexton’s candidacy due to his lack of qualifications, absence of media sales experience, and insufficient experience managing large teams or revenues.

101. On May 16, 2022, Jo and Hyoun-Sea Park attended a meeting with Plaintiff Kodige at Alphonso headquarters in Mountain View, California during which a disagreement arose about Alphonso’s strategic future.¹³ That disagreement was not resolved.

¹¹ *Id.* at *15 n.207.

¹² *Id.* at *11.

¹³ Similarly, on June 6, 2022, William Cho (LGE’s CEO), Hyoun-Sea Park and Jo attended a meeting with Plaintiff Chordia and non-party Serge Matta (Alphonso’s head of Commercials) in Palo Alto, during which the parties discussed the Inventory Agreement and Alphonso’s plan for an IPO.

1 102. In a later conversation, Chordia, Kodige, and Beotra discussed the possibility of
2 strategically combining Alphonso and LGE in order to avoid the need for an intra-company
3 inventory agreement and transfer pricing and to align LGE's content sourcing team with the
4 Alphonso team. Because the legal structure of the two companies was a hurdle, they also discussed
5 LGE buying out the minority stockholders as a potential alternative to pursuing an IPO and
6 re-organizing the teams to be more aligned.

7 103. However, unbeknownst to Plaintiffs, Jo and LGE had already begun looking for
8 ways to terminate the Stockholders' Agreement and avoid Zenith's obligations to the Key Holders
9 entirely.

10 104. In an LGE email exchanged in mid-2022, LGE Head of Global Alliances Hahm
11 explained what LGE referred to as the "Nuclear Bomb" option in the Stockholders' Agreement.
12 Specifically, LGE believed that if it caused Alphonso to fire all Key Holders who were also
13 employees of the Company, it would effectively deprive them of the ability to designate new
14 directors, and LGE could gain total control of the Board. That new LGE-controlled Board could
15 then alter, change, or terminate the Shareholders' Agreement, along with any IPO or tender offer
16 obligations thereunder. As Hahm wrote: "In the Shareholders Agreement, clause 6.2, it defines
17 Employee Key Holder as a person who is listed as a Key Holder AND who is also employed by
18 the Company. In clause 10.2(b), only Employee Key Holders can place a person on the Board.
19 *Therefore, if we fire all the Key Holders, they have no ability to place a person on the Board. And,*
20 *remember that we can fire anyone at anytime. After we fire the Key Holders, the new Board (filled*
21 *with LGE people) can alter or change . . . and terminate the Shareholders Agreement. Termination*
22 *of the Shareholders Agreement removes all obligation in the Shareholders Agreement, which*
23 *includes IPO, tender offer, etc.*"¹⁴

24 105. In a September 9, 2022 email, Hahm reiterated the same strategic idea. LGE
25 believed that it could fire all Key Holder employees to help Zenith avoid its obligations under the
26 Stockholders' Agreement and circumvent the Key Holders' legal and economic interests in
27

28 ¹⁴ *Chordia*, 2024 WL 49850, at *13 (emphasis added).

1 achieving an IPO. Hahm wrote: “Remember our nuclear option: *if you want to alter or remove*
2 *the Stockholder Agreement, you need to fire them all.* But if you do this, it will shock all the
3 employees and cause havoc . . . Please also note, that once you fire Ashish, and they read the
4 agreement and realize the careful wording of section 10.2b of the Stockholders’ Agreement, they
5 will understand the nuclear option, and they will have more fear and freak out more than now.”¹⁵

6 106. By September 2022, Project Wall-E was beginning to take final form. On
7 September 29, 2022, LGE executives and LGE Director Defendants met to “change the
8 management team of Alphonso” to secure a “Super Majority” for LG and “abort[] the plan for
9 Alphonso’s IPO,” according to meeting minutes sent shortly after. The minutes also stated that
10 “Alphonso is a key asset of our company . . . [t]he IPO should be aborted and control must be
11 maintained.”¹⁶

12 107. In October 2022, LGE put together a formal “Project Wall-E” task force with Chris
13 Jo at the helm to effectuate the plan. That task force, which received approval from LGE’s CEO
14 Mr. William Cho and CFO Mr. Doo-Yong Bae, was championed by Chris Jo, led by Edward Lee,
15 and supported by, *inter alia*, Saeyi Park, Damon Park, Justin Kim, and Matt Durgin, evaluated
16 several options for replacing Alphonso’s leadership.

17 A. One option was to terminate only the three Key Holder executives: Chordia, Kodige,
18 and Beotra. LGE concluded, however, that the downside of this option was that the
19 rest of the Key Holders could still appoint individuals to the Board, exercise their right
20 to request an S-1 filing, and retain their Veto Rights over key decisions—such as
21 amending the Inventory Agreement to increase the transfer pricing.

22 B. Another option was to terminate all Key Holders (the “Nuclear Option”). LGE
23 concluded that the advantages of this approach were that no IPO or tender offer
24 obligation would remain, and LGE would have the ability to amend the Inventory
25 Agreement without any veto by the Key Holders.

27 ¹⁵ *Id.* (emphasis added).

28 ¹⁶ *Id.*

1 108. LGE executives and affiliated directors discussed these options at a meeting held
2 on October 26, 2022. Matt Durgin, Ron Wasinger, Chris Jo, Edward Lee, Damon Park, Saeyi
3 Park, and Justin Kim were all in attendance. While the meeting was held remotely, Saeyi Park
4 joined from California. Ultimately, the group landed on the “Nuclear Option” as the best path
5 forward for LGE. Minutes from the meeting indicate that the task force would “[s]et our direction
6 toward termination of all [K]ey share holders.” Besides pushing through its scheme, LGE had no
7 basis for which to terminate the Key Holders.

8 *LGE Plans for Negative Public Reaction to Project Wall-E.*

9 109. In the lead up to the firing of the Key Holders, LGE began to plan for a negative
10 reception to the Nuclear Option.

11 110. In October 2022, LGE US’s VP and General Counsel Ronald Wasinger began to
12 interview crisis management firms in anticipation of a negative reaction to the “Nuclear Option.”
13 FGS Global was retained pursuant to an October 25, 2022 engagement letter that identified “LG
14 Electronics U.S.A., Inc.” as the client, with the letter signed by Wasinger in his capacity as VP &
15 General Counsel of LG US.

16 111. FGS’s responsibilities included developing communication strategies for internal
17 and external stakeholders, preparing messaging for employees and the media, and supporting the
18 legal and Human Resources aspects of Project Wall-E.

19 112. The LGE executives and directors also discussed the pretextual
20 “justification/cause” they would invoke for the Key Holder terminations. For example, they
21 justified terminating Ashish Baldua on the grounds that “CHRO & Executive Chairman role is no
22 longer needed in the company.” However, Ashish Baldua never held these roles. Instead, Ashish
23 Chordia did.

24 113. LGE further planned to capitalize on the Key Holders’ terminations by offering
25 them low buyout offers, thereby acquiring greater ownership in the Company for itself at the lowest
26 possible cost.

27 114. As of November 29, 2022, LGE’s internal valuation of Alphonso placed its value
28 between \$700 million and \$1.4 billion. Using the lower \$700 million valuation, LGE estimated

1 Alphonso’s share price around \$50 per share. Internal emails sent between LGE personnel from
2 around December 2022—cited in the public litigation *Chordia v. Lee*—made clear their intention
3 to “buy [out the Key Holders] at the lowest possible price.”¹⁷

4 115. The next step in finalizing Project Wall-E was to devise a plan for firing the
5 non-executive Key Holders, Ravi Narayan Sarma and Richard Andrades.

6 116. Section 10.5(c) of the Stockholders’ Agreement provided the Board with the
7 “exclusive right” to terminate “executive officers,” and employees compensated \$500,000 or more
8 per year, but it did not grant the Board the right to terminate non-executive employees.

9 117. To effectuate the firing of the non-employee Key Holders, LGE decided to appoint
10 a new interim CEO of Alphonso. In November 2022, LGE selected Aman Sareen, who at that
11 time served as the general manager of LG Ads Solutions, to serve as the interim CEO. Although
12 Sareen initially agreed to the position, he backed out on November 30, 2022, citing an inability to
13 “sleep well being a person who stabs the[] [Key Holders]’ back.”¹⁸

14 118. On December 1, 2022, following Sareen’s withdrawal, Adam Sexton returned to
15 the picture. Despite the Alphonso Management team’s rejection of Sexton only a few months
16 earlier on the grounds of insufficient qualifications even for a low-level executive role, LGE now
17 selected Adam Sexton to serve as COO and interim CEO of Alphonso after an hour-long interview.

18 119. Sexton’s assignment was clear from the outset and plainly set forth in LGE’s draft
19 offer letter to Sexton.¹⁹ Upon assuming the position, Sexton was to fire the two non-executive
20 Key Holders, Sarma and Andrades, from their roles—the dirty work that Sareen was unwilling to
21 do.

22 120. Despite his lack of experience or qualifications, LGE viewed Sexton as having
23 other personal traits which made him desirable for this position. He was, in the words of one LGE
24 executive, “dumb and easy to control.”²⁰

25 ¹⁷ *Id.* at *14.

26 ¹⁸ *Id.*

27 ¹⁹ *Id.* at *15.

28 ²⁰ *Id.* at *29 n.340.

1 121. In addition, on December 13, 2022, LGE’s public affairs team geared up for
2 negative publicity and floated several so-called “deadlines” (*i.e.*, potential negative headlines) to
3 LGE executives, including headlines that might characterize LGE’s efforts to seize control from
4 the Key Holders as an “LG-led coup,” an “LG takeover,” and a “hasty Board takeover.”²¹

5 122. LGE was well aware that its scheme could and would be perceived negatively by
6 the public.

7 *LGE Fires all Key Holders of the Company and Seeks To Remove the Common Directors.*

8 123. On December 16, 2022, which LGE termed “D-Day,” Ronald Wasinger called a
9 special meeting. LGE intentionally concealed the purpose of the meeting to prevent any
10 preparation by the Key Holder directors. The LGE-affiliated Directors refused repeated requests
11 to circulate an agenda.

12 124. At the meeting, Wasinger proposed a Management Reorganization Resolution (the
13 “Resolution”) to terminate the five executive-officer Key Holders: Kodige, Chordia,
14 Kalampoukas, Beotra, and Baldua.²² The resolution also proposed appointing Sexton as COO and
15 Interim CEO of Alphonso.

16 125. Unsurprisingly, all four LG-affiliated directors—Wasinger, Lee, Durgin, and
17 Hwang—voted to approve the Resolution (with Hwang having approved and signed the Resolution
18 the day before the meeting took place). Chordia and Kalampoukas voted against. Kodige, one of
19 the Common Directors, was unable to attend the meeting due a lack of advanced notice, which
20 prevented him from circumventing a scheduling conflict.

21 126. Wasinger also assured the now-terminated executive officer Key Holders at this
22 meeting that they would be bought out for the “fair price” of \$16.64 per share—well below the
23 lowest range of fair value implied by LGE’s internal analysis.

24
25
26
27 ²¹ *Id.* at *16.

28 ²² In connection with Project Wall-E, LGE also forced through the termination of Plaintiff
Vibhakar, and two other non-party employees.

1 127. Shortly after the meeting, Sexton—as the Interim CEO, and pursuant to the
2 well-understood conditions of his hiring—terminated the two non-executive officer Key Holders,
3 Andrades and Sarma.

4 128. With all Key Holders terminated, Defendants then contended that the
5 Director-Designation Right fell away pursuant to the Designation Condition in Section 10.2(b).
6 Accordingly, later that same day, LGE caused Zenith to execute a written consent (the “December
7 Consent”) pursuant to its purported rights under Sections 10.2(c) and 10.3(a)(ii) of the
8 Stockholders Agreement to remove the Common Directors from the Board, despite the fact that
9 (a) the Key Holders continued to own 20% of the Company’s outstanding capital stock and (b)
10 certain Key Holders remained employees of the Company.²³

11 *LGE Withholds Earned Bonuses from Plaintiff and the Key Holders.*

12 129. In addition to ousting key personnel from the Company to effectuate its desired
13 vision for Alphonso, LGE further undermined the rights of those Key Holders who were
14 employees by withholding earned bonus payments.

15 130. In June 2022, Alphonso’s Board approved a guaranteed bonus plan for executives
16 if 2022 revenue exceeded the Company’s target. By year-end, Alphonso’s revenue was
17 approximately \$250 million, meaning the Key Holders had earned the contractual right to their
18 bonuses. The bonuses were required to be disbursed on January 1, 2023.

19 131. Instead of paying out the owed bonuses, LGE orchestrated the Key Holders’ abrupt
20 termination in late 2022 to specifically avoid paying the earned bonuses entirely. By ousting the
21 Key Holders from the Company and their affiliated Directors from the Board in 2022, the bonus
22 payments were never disbursed.

23 132. To avoid future lawsuits seeking the bonuses, Alphonso’s LGE-controlled
24 Management further pressured the terminated Key Holders to execute severance agreements at
25 depressed values in exchange for a total release of claims. All of the terminated Key Holders
26 refused to sign the offered severance agreements.

27 ²³ Specifically, two Key Holders—Manish Gupta and Narendra Sirugudi—continued to hold
28 their positions of employment after “D-Day.”

*LGE Tries to Push Through an Amendment to the Inventory Agreement to Divert Value
From Alphonso to Itself.*

133. Following removal of the Common Directors, Defendants Jo and Lee once again sought to push an amendment of the pricing of the Inventory Agreement to benefit LGE at Alphonso's expense, now with greater control over the Company.

134. There was no valid business reason for Alphonso to agree to this unfair amendment. Rather, it was a culmination of the LGE Controllers' and LGE-affiliated Directors' months-long effort and a continuation of Project Wall-E to revise the fee structure for their own benefit, to Alphonso's and Alphonso stockholders' detriment.

135. Having fired the Key Holders from the Board and Management, and eliminated their Veto Rights over related-party contracts with LGE, Sexton announced in February 2023 that he had agreed that the Company would finalize a proposed amendment to the Inventory Agreement.²⁴

136. Shortly thereafter, Sexton was fired due to concerns about his ability to function in the role. These same concerns had been raised by Alphonso Management months earlier, but LGE only acknowledged them after Sexton had completed its dirty work and was no longer useful. Following Sexton's termination, Alphonso operated without a CEO for months, which further stunted Alphonso's growth and depressed its value.

137. Around the same time that Sexton announced the unfair amendment to the Inventory Agreement, the Key Holders filed suit. The purported removal of the Common Directors was challenged in Delaware Chancery Court in *Chordia v. Lee*, 2024 WL 49850, C.A. No. 2023-0382-NAC (Del. Ch.).

138. In connection with the Delaware suit, the Court issued an order preserving the status quo, thereby preventing LGE from finalizing its proposed (and unfair) amendment to the Inventory Agreement.

²⁴ Around this time, Defendant Lee resigned from the Alphonso Board, and LGE designated Damon Park as his replacement.

1 139. LGE nevertheless continued to push forward with its efforts. Soon after terminating
2 the Key Holders, LGE directed Alphonso to hire KPMG to conduct a new transfer pricing study.
3 LGE, as it had done in the past, sought to pressure KPMG into providing an opinion favorable to
4 LGE.

5 140. KPMG initially expressed reluctance to accede to LGE's demands and to share
6 Alphonso's confidential information with LGE. To assuage KPMG's concerns, an LGE employee
7 created, unbeknownst to Alphonso, an email account with an Alphonso domain, which he used to
8 falsely authorize KPMG to communicate with LGE.

9 141. Despite LGE's insistence, KPMG first concluded that a new transfer pricing study
10 was unnecessary because the existing transfer pricing study was still reasonable. Unhappy with
11 this finding, LGE continued to pressure KPMG into a more favorable opinion.

12 142. KPMG eventually gave in. In June 2023, it issued a new report, which calculated
13 transfer pricing on the basis of a Comparable Profits method rather than the CUT method KPMG
14 had previously used. Unlike the CUT method, which compares prices charged in comparable
15 uncontrolled transactions, the Comparable Profits method compares profitability of comparable
16 uncontrolled companies. KPMG did not justify its change in methodology, nor could it.

17 143. By changing its methodology, KPMG was able to reach a conclusion that the
18 transfer price should be adjusted to cap Alphonso's operating profits at roughly the same level
19 LGE had been pushing for. Capping Alphonso's profit margins at a meaningfully lower level than
20 Alphonso's existing margins would effectively increase the transfer price by several multiples to
21 LGE's benefit and transfer Alphonso's profits directly to LGE.

22 144. On January 4, 2024, the Delaware Chancery Court entered a decision finding the
23 December Consent constituted an invalid breach of Alphonso's duty under Section 12.1 to use
24 "reasonable efforts" to ensure the Key Holders' rights under the Stockholders' Agreement
25 remained effective. The Court reinstated the Director-Designation Right and directed the parties
26 to "confer on a form of implementing order that includes a process for Andrades and Sarma to
27 designate Common Directors." The Court also found that the "justifications [for the terminations]
28 were pretextual" based on the overwhelming evidence at trial. The Delaware Supreme Court

1 subsequently affirmed the Court's decision.

2 145. On January 23, 2024, Andrades and Sarma, who had regained the right to designate
3 Common Directors, appointed Chordia, Kalampoukas, and Paul Falzone to the Board.

4 146. The Common Directors' reinstatement to the Board was only a temporary setback
5 to LGE's ploy to push through its unfair amendment. In response to KPMG's flawed report,
6 Alphonso retained Deloitte, which it tasked with reviewing KPMG's work and performing its own,
7 independent transfer pricing report. During its review, Deloitte found (among other things) that
8 KPMG's analysis was "inconsistent with the facts"; had improperly applied the Comparable
9 Profits method without justification for its change in methodology; and failed to consider factors
10 that would render the Comparable Profits method inappropriate, including the importance of
11 Alphonso's IP and the significant risks it bears.

12 *LGE Pushes Through a Second Amendment to the Inventory Agreement to Divert Value From*
13 *Alphonso to Itself.*

14 147. LGE did not give up.

15 148. Section 11.1 of the Stockholders' Agreement required Zenith to commence
16 scheduled tender offers at the greater of fair market value or \$11.09 on (1) March 31, 2024,
17 (2) March 31, 2025, and (3) March 31, 2026.

18 149. Under Project Wall-E, LGE had planned to terminate the Stockholders' Agreement,
19 free Zenith of the obligation to provide the Key Holders with liquidity on specified dates and at a
20 fair valuation, and secure for itself full control for cheap. Indeed, in connection with the Key
21 Holders' termination, LGE tried to buy out the Key Holders at \$16.64 per share, after valuing
22 Alphonso at \$50 to \$100 per share just a few weeks earlier.

23 150. Because termination of the Stockholders' Agreement required approval by at least
24 one Common Director, and the Delaware Chancery Court had found the termination of Andrades
25 and Sarma to be improper, LGE could no longer terminate the Stockholders' Agreement on its
26 own. LGE needed a new way to drive down the price of the Key Holders' shares.

27 151. On February 14, 2024, shortly after the Common Directors were reinstated on the
28 Board and just a day before the Board was scheduled to begin discussing the first scheduled tender

offer, LGE notified Alphonso that it would terminate the Inventory Agreement in 60 days unless the transfer pricing was renegotiated.

152. Threatening to terminate the Inventory Agreement therefore served two goals. *First*, it put pressure on Alphonso to agree to pricing terms that would have the effect of diverting its profits directly to LGE. *Second*, capping Alphonso's profits would depress its valuation, thereby creating an opportunity for LGE to increase Zenith's ownership stake at a lower price.

153. In March 2024, Alphonso Management instructed Deloitte to revise its February 2024 transfer pricing report. After a visit to Korea, during which it faced intense pressure from LGE executives, Deloitte agreed to use KPMG's Comparable Profits method in its new report. Even after acceding to LGE's demands, however, Deloitte maintained that the profit margin identified in KPMG's report was unreasonably low.

154. On the basis of Deloitte's and KPMG's reports, LGE pushed Alphonso aggressively to accept a cap on its profit margin of 15%—meaning that excess profits above that level would be captured by LGE, through transfer pricing, rather than Alphonso, which had earned the profit. While this was a small improvement from the profit margin LGE demanded, it was still meaningfully lower than Alphonso's historical margin on the sale of ad inventory.

155. In the meantime, LGE only agreed to *temporarily* rescind the 60-day termination period in order to ensure the threat of termination remained pending over the Alphonso Board. On April 19, 2024, with the threat in the background, the Second Amendment to the Inventory Agreement was brought to the Board for its review. Because the Amendment was a related party transaction, the Stockholders' Agreement required the approval of at least one Common Director; however, all of the Common Directors made clear that the proposal remained unfair to Alphonso. LGE did not engage substantively with the Common Directors' concerns, and no vote was taken on the proposal.

156. A few weeks later, on May 2, 2024, the LGE-affiliated directors forced the Second Amendment to a vote, even though the Common Directors' concerns remained unaddressed. All three Common Directors voted against the Amendment.

1 157. At a third meeting on June 6, 2024, with the threat of starving Alphonso's access
2 to ad space lurking in the background, the LGE-affiliated directors again forced the Second
3 Amendment to a vote. Chordia and Kalampoukas—two of the three Common Directors—
4 continued to vote against the proposal. But in the face of LGE's coercive threats, the third
5 Common Director, Paul Falzone, yielded to LGE's demand. In doing so, Falzone made clear that
6 he had reservations. His vote therefore did not signify agreement with the proposal, and instead
7 stemmed from concern about the negative impacts on the business (all of which were of LGE's
8 own creation) if the Amendment was not approved.

9 158. By capping Alphonso's profit margin at 15%, the Second Amendment to the
10 Inventory Agreement effectively increased the price for inventory sales. It also applied
11 retroactively to the first half of 2024, transferring back tens of million of dollars to LGE and
12 essentially guaranteeing that the first tender offer—which had been delayed while negotiations
13 relating to the Second Amendment were ongoing—would be at a depressed price. At bottom, the
14 Second Amendment substantially devalued Alphonso and shifted profits to LGE.

15 159. The depressed value of Alphonso would and will continue to cause direct harm to
16 the Key Holders by reducing the price they could receive for their shares in the contractually agreed
17 tender offers.

18 160. For example, in November 2024, when the Board of Alphonso finally approved the
19 first tender offer—which had been scheduled for March 31, 2024 but was delayed by negotiations
20 relating to the Second Amendment—Zenith agreed to purchase up to 415,000 shares of Alphonso
21 common stock from eligible holders. The price per share was meaningfully lower than it would
22 have been absent the renegotiation of the transfer pricing that was pushed through by LGE's
23 coercive threats and improper conduct, as the transfer pricing played a significant role in the
24 calculations made by the valuation firms.²⁵

25
26 ²⁵ Pursuant to the Stockholders' Agreement, if the Board cannot agree on a price for the tender
27 offer, the Common Directors and LGE-affiliated directors each appoint an independent valuation
28 firm to calculate a fair market value for Alphonso. If the firms' valuations differ by more than
10%, they select a third valuation firm, which conducts its own analysis. The final tender offer is
determined based on the average of the two closest valuations.

1 161. More recently, in June 2025, Zenith commenced the second scheduled tender offer.
2 The tender offer price continues to be depressed by the Inventory Agreement and the second tender
3 offer has similarly been delayed by months.

4 162. Ultimately, as a result of LGE's actions to amend the Inventory Agreement and
5 divert funds from Alphonso to itself, minority shareholders did not receive fair value for their
6 Alphonso stock as part of the scheduled tender offers in 2024 and 2025. Over the four years since
7 the parties first entered into the Inventory Agreement, Alphonso projects that LGE has siphoned
8 over \$500 million cash from Alphonso to LGE's coffers—with a corresponding erosion in the
9 equity value the Key Holders could receive through exercise of their liquidity rights.

10 163. Alphonso's depressed stock price was the direct result of the Inventory Agreement,
11 which decreased Alphonso's cash flow, resulting in a lower DCF valuation.

12 *In 2025, LGE Further Undermines Key Holders Attempts to IPO Alphonso and to Seek Liquidity.*

13 164. In January 2025, the Key Holders exercised their right under Section 9.1 of the
14 Stockholders' Agreement and served a demand for an IPO on the Alphonso Board.

15 165. Upon information and belief, LGE—acting through LGE employees on the
16 Alphonso Board, LGE foreign service employees acting as Alphonso executives, and LGE
17 affiliates—prevented Alphonso from filing a Form S-1 for over six months after the Plaintiffs' and
18 Key Holders' demand—well beyond the 60 days mandated by the Stockholders' Agreement.
19 Moreover, it has caused Alphonso to breach its obligation to use commercially reasonable efforts
20 to complete the listing by taking steps to delay and impede the remaining steps necessary to
21 complete a U.S. listing. Accordingly, LGE has again caused Alphonso to breach its contractual
22 obligations to—and has interfered with the economic interests of—the Key Holders.

23 *LGE Now Threatens Another Amendment to the Inventory Agreement.*

24 166. With the relaunch of the second tender offer and IPO still pending, LGE has been
25 threatening once again to force changes to the Inventory Agreement. LGE has suggested that it
26 intends to slash the cap on Alphonso's profits to the level LGE originally sought through Project
27 Wall-E. In support of its threat, it has pointed to a plainly inapplicable provision in the Second
28 Amendment to the Inventory Agreement that contemplates a renegotiation in the fourth quarter of

1 the fiscal year in the event of a material change in the market or another material event.

2 167. There has not been a material change or event that warrants a renegotiation of the
3 transfer pricing. Instead, LGE has again decided to weaponize the Inventory Agreement to achieve
4 two goals: a better deal for itself and a discount on obtaining control.

5 168. In the meantime, LGE has found other ways to secure a better deal for itself. Since
6 July 2025, LGE has caused Alphonso to provide free promotional services in excess of the amount
7 agreed upon by the parties and in direct violation of the Key Holders' Veto Rights.

8 169. The Second Amendment provides that Alphonso will display advertisement
9 campaigns up to tens of billions of impressions per calendar year at no extra cost to LGE. For any
10 impressions in excess of the annual cap, the Second Amendment provides that Alphonso and LGE
11 will negotiate in good faith an applicable cost per thousand impressions (referred to as "CPM")
12 that LGE will pay to Alphonso in return for Alphonso promoting and displaying LGE
13 advertisements.

14 170. Rather than negotiate with Alphonso, and risk the Common Directors exercising
15 their Veto Rights toward the related-party transaction between Alphonso and LGE, LGE has, as
16 of July 2025, forced Alphonso to serve several billion impressions above the cap at no extra cost
17 to LGE and in disregard of the Common Directors' opposition. In doing so, LGE has not only
18 deprived the Key Holders of this important governance right, but it has further cut into Alphonso's
19 revenue, keeping for itself the significant profits Alphonso otherwise would have made if LGE
20 fairly paid for the excess impressions, and forcing Alphonso to incur costs associated with ad
21 services, external vendors, and workforce expenditures to serve LGE ads.

22 171. Even as LGE finally considers bringing this issue to the Board, it is proposing a
23 CPM rate far below what it acknowledges is the cost incurred by Alphonso for LGE services. And,
24 it is attempting to coerce Management into causing Alphonso to concede to the lower prices,
25 despite the fact that ad promotion comprises the bulk of Alphonso's revenue.

26 172. LGE's attempt to cut into Alphonso's revenue for its own benefit is part of its
27 bad-faith pattern of conduct through which LGE has coerced Management in order to extract value
28 from Alphonso, causing a depreciation in the value of Alphonso's shares and impacting the

liquidity rights of the Key Holders and minority stockholders.

FIRST CAUSE OF ACTION

Tortious Interference with Contract

(Plaintiffs Chordia, Kalampoukas, Kodige, Baldua, Sarma, Sirugudi, Andrades, The Samay Kodige GST Trust, The Vevaan Kodige GST Trust, Renxing LLC, Fukutsu LLC, Euzoe LLC, Koppadal Family LLC, Koppal Family LLC, Rivera Family LLC, and TanRen LLC Against LGE, LGE US, and the LGE Director Defendants)

173. Alphonso, the Key Holders, and Zenith entered into a valid and enforceable contract when they signed the Stockholders' Agreement on December 23, 2020. Alphonso, the Key Holders, and Zenith are the only signatories to the Stockholders' Agreement.

174. None of LGE, LGE US, and LGE Director Defendants were parties or signatories to the Stockholders' Agreement.

175. At all times relevant hereto, LGE, LGE US, and the LGE Director Defendants were fully aware of the existence of and the material terms in the Stockholders' Agreement. Senior LGE officials helped negotiate the transaction leading to the Agreement and senior LGE officials also installed executives on the Board with knowledge of the Agreement's provisions.

176. The Stockholders' Agreement conferred significant rights on Plaintiffs, including rights tied to their continued board representation, the right to scheduled tender offers conducted at a fair value and to demand an IPO, and the right to veto related-party agreements between Alphonso and LGE.

177. Section 12.1 of the Stockholders' Agreement required Alphonso to use "reasonable efforts" to maintain Plaintiffs' rights under the Agreement.

178. Beginning in 2022, LGE—acting through LGE US executives and affiliates—intentionally caused Alphonso and Zenith to breach Section 9.1(a), 10.5(d), 11.1, 11.2, and 12.1 of the Stockholders' Agreement by (i) orchestrating the Key Holders' termination from their roles within the Company and removal of Key Holder directors and (ii) depriving the Key Holders of their bargained-for liquidity and governance interests.

1 179. In implementing its scheme to remove the Key Holders and deprive the Key
2 Holders of their bargained for liquidity and governance interests, the LGE Director Defendants
3 acted in their capacity as agents of LGE, not as agents of Alphonso or Zenith. Internal
4 communications that are a matter of public record demonstrate that the LGE Director Defendants
5 acted at the direction of—and to further the interests of—LGE.

6 180. Alphonso did in fact breach Section 12.1 of the Stockholders' Agreement through
7 the termination of all Key Holders. Section 12.1 requires Alphonso to use "reasonable efforts" to
8 preserve the Key Holders' rights under the Agreement, which it failed to do through its termination
9 of the Key Holders' roles in the Company and from the Board. Plaintiffs Chordia, Kalampoukas,
10 Kodige, Baldua, Sarma, Sirugudi, Andrades, The Samay Kodige GST Trust, and The Vevaan
11 Kodige GST Trust sustained serious economic harm from Defendants' conduct including the
12 elimination of board rights for almost a year. Plaintiffs Chordia, Kalampoukas, Kodige, Baldua,
13 Sarma, and Andrades sustained serious economic harm from Defendants' conduct including a loss
14 of employment and bonuses.

15 181. Zenith breached Sections 11.1, 11.2, and 12.1 of the Stockholders' Agreement by
16 failing to launch its first and second tender offers within the time period required and by failing to
17 conduct the tender offers at fair market value, as contractually required. Plaintiffs Chordia,
18 Kalampoukas, Kodige, Baldua, Sarma, Sirugudi, Andrades, The Samay Kodige GST Trust, The
19 Vevaan Kodige GST Trust, Renxing LLC, Fukutsu LLC, Euzoe LLC, Koppadal Family LLC,
20 Koppal Family LLC, Rivera Family LLC, and TanRen LLC sustained serious economic harm by
21 Defendants causing Zenith to prevent and delay their right to obtain liquidity through a tender offer
22 at the contractually required valuation.

23 182. Moreover, Alphonso breached Sections 9.1(a) and 12.1 of the Stockholders'
24 Agreement by failing to file a Form S-1 and conduct an IPO within the time period required, after
25 receiving a demand for an IPO from the stockholders in January 2025. Plaintiffs Chordia,
26 Kalampoukas, Kodige, Baldua, Sarma, Sirugudi, Andrades, The Samay Kodige GST Trust, The
27 Vevaan Kodige GST Trust, Renxing LLC, Fukutsu LLC, Euzoe LLC, Koppadal Family LLC,
28 Koppal Family LLC, Rivera Family LLC, and TanRen LLC sustained serious economic harm by

Defendants causing Alphonso to prevent and delay their right to obtain liquidity through an IPO at a fair valuation.

183. Alphonso breached Section 9.4(f) of the Stockholders' Agreement by failing to use commercially reasonable efforts to complete the U.S. listing as expeditiously as reasonably possible. Plaintiffs Chordia, Kalampoukas, Kodige, Baldua, Sarma, Sirugudi, Andrades, The Samay Kodige GST Trust, The Vevaan Kodige GST Trust, Renxing LLC, Fukutsu LLC, Euzoe LLC, Koppadal Family LLC, Koppal Family LLC, Rivera Family LLC, and TanRen LLC sustained serious economic harm by Defendants causing Alphonso to prevent and delay their right to obtain liquidity through an IPO at a fair valuation.

184. Alphonso breached Section 10.5(d) of the Stockholders' Agreement by promoting LGE's advertisements beyond the agreed-upon number of impressions, effectively amending the limits in the Second Amendment, without allowing the Key Holders to exercise their Veto Rights as to this related-party transaction. Plaintiffs Chordia, Kalampoukas, Kodige, Baldua, Sarma, Sirugudi, Andrades, The Samay Kodige GST Trust, The Vevaan Kodige GST Trust, Renxing LLC, Fukutsu LLC, Euzoe LLC, Koppadal Family LLC, Koppal Family LLC, Rivera Family LLC, and TanRen LLC sustained serious harm, including the loss of important governance rights and the impairment of their ability to realize a fair value for their Alphonso shares in a buyout or liquidity event.

185. LGE, LGE US, and the LGE Director Defendants engaged in their wrongful conduct with malice, oppression, or fraud. Accordingly, Plaintiffs Chordia, Kalampoukas, Kodige, Baldua, Sarma, Sirugudi, Andrades, The Samay Kodige GST Trust, The Vevaan Kodige GST Trust, Renxing LLC, Fukutsu LLC, Euzoe LLC, Koppadal Family LLC, Koppal Family LLC, Rivera Family LLC, and TanRen LLC request that punitive damages be awarded.

SECOND CAUSE OF ACTION

Tortious Interference with Prospective Economic Advantage

(All Plaintiffs Against LGE, LGE US, and the LGE Director Defendants)

186. Plaintiffs repeat and re-allege each and every allegation above as if set forth in full herein.

1 187. Plaintiffs have an economic relationship with Alphonso by virtue of being
2 employed by the company, serving as a Board member of the Company, and/or by virtue of holding
3 stock in Alphonso.

4 188. Plaintiffs' relationship to the Company had the probability of conferring future
5 economic benefit on Plaintiffs including through an expectation of continued employment,
6 leadership roles which provided them with both salary and equity, an expectation of increased
7 value of stock corresponding to any increase in the Company's value, the possibility of financial
8 gain through a potential IPO, or tender offer, the possibility of liquidity through pledging their
9 shares, and/or the possibility of paid dividends.

10 189. Defendants were aware of the economic relationship between Plaintiffs and
11 Alphonso. LGE, LGE US, and the LGE Director Defendants directed communications towards
12 Plaintiffs as part of initial deal discussions regarding the sale of Alphonso stock to Zenith.

13 190. LGE and LGE US, through its agents that it appointed to the Alphonso Board,
14 intentionally caused Alphonso to disrupt the economic relationship it had with Plaintiffs Chordia,
15 Kalampoukas, Kodige, Baldua, Sarma, Vibhakar, and Andrades, intentionally caused Alphonso to
16 interfere with those Plaintiffs' business expectancy by orchestrating the elimination of those
17 Plaintiffs' rights to employment and/or bonuses, and intentionally caused Alphonso and Zenith to
18 interfere with all Plaintiffs' liquidity and governance rights in Alphonso. These actions were
19 independently wrongful acts: the pretextual firing of Plaintiffs Chordia, Kalampoukas, Kodige,
20 Baldua, Sarma, and Andrades violated the contractual terms of the Stockholders' Agreement,
21 which required Defendants use reasonable efforts to protect the Key Holders' economic and
22 governance rights.

23 191. LGE and LGE US, through its agents that it appointed to the Alphonso Board,
24 further intentionally caused Alphonso and Zenith to disrupt the economic relationship it had with
25 all Plaintiffs, and intentionally caused Alphonso to interfere with all the Plaintiffs' business
26 expectancy by depriving all Plaintiffs of their rights to an IPO and tender offers at a fair valuation,
27 and by depriving Plaintiffs Baldua and Chordia of their rights to pledge their shares at a fair value.
28

1 192. These actions were independently wrongful acts. The continued delay of the tender
2 offers and IPO violated the contractual terms of the Stockholders' Agreement, which required
3 Defendants use reasonable efforts to protect the Key Holders' economic rights.

4 193. Moreover, LGE, LGE US, and the LGE Director Defendants committed
5 independently wrongful acts by seeking to, and effectuating, the Second Amendment to the
6 Inventory Agreement to LGE's benefit and to Alphonso's and the minority stockholders'
7 detriment, in breach of their fiduciary duties and other obligations under Delaware law. This
8 Amendment has decreased Alphonso's share value and thereby impaired Plaintiffs' future
9 economic benefits.

10 194. LGE, LGE US, and the LGE Director Defendants also committed independently
11 wrongful acts by forcing Alphonso to serve beyond the agreed-upon number of impressions at no
12 cost to LGE and to Alphonso's and all stockholders' detriment, in breach of their fiduciary duties
13 and other obligations under Delaware law, as well as in violation of the contractual terms of the
14 Stockholders' Agreement, which required Defendants to seek approval from the Key Holders for
15 related-party transactions, and the Second Amendment, which capped the number of ad
16 impressions Alphonso would serve for LGE at no cost.

17 195. LGE committed further independently wrongful acts by causing its employees to
18 falsely present themselves as an Alphonso employee to falsely authorize KPMG to communicate
19 with LGE concerning its analysis of the Inventory Agreement transfer pricing terms.

20 196. The LGE Director Defendants acted in their capacity as agents of LGE, not as
21 agents of Alphonso or Zenith, in interfering with Plaintiffs' economic relationship with Alphonso.
22 The LGE Director Defendants acted at the direction of—and to further the interests of—LGE.

23 197. Defendants' actions actually disrupted Alphonso's business relationship with
24 Plaintiffs Chordia, Kalampoukas, Kodige, Baldua, Sarma, Vibhakar, and Andrades through the
25 elimination of operating roles at the Company, and the elimination of salaries and bonuses,
26 effectuated by Defendants. Moreover, Plaintiffs Chordia, Kalampoukas, Kodige, Baldua, Sarma,
27 Vibhakar, and Andrades suffered economic harm as a result of Defendants' tortious interference,
28 including a loss of employment and/or loss of bonuses.

198. Alphonso's business relationship with Plaintiffs Chordia, Kalampoukas, Kodige, Baldua, Sarma, Sirugudi, Andrades, The Samay Kodige GST Trust, and The Vevaan Kodige GST Trust was actually disrupted through the elimination of those Plaintiffs' Director Designation rights for a year. Moreover, Plaintiffs Chordia, Kalampoukas, Kodige, Baldua, Sarma, Sirugudi, Vibhakar, Andrades, The Samay Kodige GST Trust, and The Vevaan Kodige GST Trust suffered economic harm as a result of Defendants' tortious interference, including the elimination of board rights for a year.

199. Alphonso's and Zenith's business relationship with all Plaintiffs was actually disrupted through Defendant's actions that devalued and interfered with Plaintiffs' liquidity interests. All Plaintiffs suffered economic harm as a result of Defendants' tortious interference, including the nonpayment of dividends, the devaluation of equity, and the impairment of liquidity protections provided by the Stockholders' Agreement.

200. LGE, LGE US, and the LGE Director Defendants engaged in their wrongful conduct with malice, oppression, or fraud. Accordingly, Plaintiffs request that punitive damages be awarded.

THIRD CAUSE OF ACTION

California Penal Code Section 496

(All Plaintiffs Against LGE)

201. Plaintiffs repeat and re-allege each and every allegation above as if set forth in full herein.

202. Plaintiffs held property interests in Alphonso by virtue of equity and the right to receive consideration from Company liquidity events and distributions as contained in the Stockholders' Agreement.

203. LGE and its agents engaged in a deliberate, calculated scheme to deprive Plaintiffs of their economic interests in Alphonso.

204. LGE intentionally diverted company profits from Alphonso to LGE through the forced amendment of the Inventory Agreement, including by capping Alphonso's profitability and requiring excess profits above the cap to be paid to LGE directly. LGE further diverted company

1 value from Alphonso by forcing Alphonso to serve beyond the agreed-upon number of impressions
2 at no cost to LGE, in breach of its duty of loyalty to Alphonso and in violation of the contractual
3 terms of the Stockholders' Agreement, which required Defendants to seek approval from the Key
4 Holders for related-party transactions, and of the Second Amendment, which capped the number
5 of ad impressions Alphonso would serve for LGE at no cost.

6 205. LGE and its agents knew these actions would deprive Plaintiffs of property interests
7 that rightfully belonged to them, as evidenced, in part, by internal planning and communications
8 showing a coordinated effort to divert Alphonso's profits to itself by increasing the pricing terms
9 of the Inventory Agreement.

10 206. LGE intentionally created this scheme to benefit itself at the expense of Plaintiffs
11 and the minority stockholders, with no good-faith basis for possession of Plaintiffs' or minority
12 stockholders' property interests.

13 207. LGE further possessed, withheld, or aided in withholding property interests
14 belonging to all Plaintiffs by diverting Alphonso's profits to itself under the Second Amendment
15 and the fair compensation due for impressions in excess of the agreed-upon number.

16 208. All Plaintiffs suffered direct injury as a result of Defendants' deliberate withholding
17 of their property, including through LGE's diversion of Alphonso's profits to itself, rather than to
18 the Eligible Tender Holders as consideration for their shares pursuant via tender offers.

19 209. Plaintiffs request that treble damages and attorneys' fees be awarded. In the
20 alternative, and because LGE, LGE US, and the LGE Director Defendants engaged in their
21 wrongful conduct with malice, oppression, or fraud, Plaintiffs request that punitive damages be
22 awarded.

23 **FOURTH CAUSE OF ACTION**

24 **Trespass to Chattels**

25 **(All Plaintiffs Against LGE, LGE US, and the LGE Director Defendants)**

26 210. Plaintiffs repeat and re-allege each and every allegation above as if set forth in full
27 herein.

28 211. Plaintiffs owned and held the right to receive liquidity for their shares in Alphonso.

212. LGE, through its agents that it appointed to the Alphonso Board, intentionally interfered with Plaintiffs Chordia, Kalampoukas, Kodige, Baldua, Sarma, Sirugudi, Andrades, The Samay Kodige GST Trust, and The Vevaan Kodige GST Trust's liquidity rights by orchestrating a scheme to nullify those Plaintiffs' ability to receive fair value for their shares.

213. LGE further intentionally interfered with all Plaintiffs' shares by depressing the value of Alphonso stock through self-dealing transactions in amending the Inventory Agreement and forcing Alphonso to serve beyond the agreed-upon number of impressions at no cost to LGE and without the Key Holders' approval.

214. These actions were taken unilaterally by LGE and its affiliates, without the consent of Plaintiffs.

215. The LGE Defendants caused direct and actual injury to Plaintiffs' shares and the rights appurtenant thereto.

216. LGE, LGE US, and the LGE Director Defendants engaged in their wrongful conduct with malice, oppression, or fraud. Accordingly, Plaintiffs request that punitive damages be awarded.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs respectfully request judgment and relief against Defendants as follows:

- A. For compensatory damages in an amount to be proven at trial estimated to be over a billion and a half dollars.
- B. For treble damages under California Penal Code 496;
- C. For punitive and exemplary damages;
- D. For a declaration of Defendants' violations;
- E. For attorneys' fees and costs, as provided by law;
- F. For pre- and post-judgment interest; and
- G. For any other relief that the Court deems just and proper.

1 Dated: November 10, 2025

2 Respectfully submitted,

3 By: /s/ Krista M. Enns

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1 **JURY DEMAND**

2 Plaintiffs demand a trial by jury as to all issues so triable.

3
4 Dated: November 10, 2025

5 Respectfully submitted,

6 By: /s/ Krista M. Enns

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