SUPERIOR COURT FOR THE DISTRICT OF COLUMBIA
(CIVIL DIVISION)

AKIN GUMP STRAUSS HAUER & FELD LLP,
Robert Strauss Tower
2001 K Street, N.W.
Washington, D.C. 20006,

Plaintiff,

v.

XCENTIAL CORPORATION,
841 2nd Street
Encinitas, CA 92024,

GRANT VERGOTTINI,
841 2nd Street
Encinitas, CA 92024,

Defendants.

Civil Action No. _____

Jury Trial Demanded

COMPLAINT FOR DAMAGES AND INJUNCTIVE RELIEF

Plaintiff Akin Gump Strauss Hauer & Feld LLP, by and through counsel, alleges the following:

1. In the summer of 2018, Akin Gump Strauss Hauer & Feld LLP ("Akin") Counsel Louis Agnello had an idea that would forever change the complex process of drafting federal legislation. Based on his experience working with Congress and in the private sector, Agnello conceived of software that could, for the first time, generate a draft bill from a set of changes to existing legislation.

2. Agnello had the idea for software that would take proposed redline changes to an existing law and use those changes to generate a draft bill in the format suitable for submission to Congress.

3. Agnello immediately understood the value of his idea. This invention would make bill drafting faster, more accurate, less expensive, and less wasteful of computer resources. Agnello believed his software design was so revolutionary that legislative drafting practitioners would stage a "parade down K Street" upon its introduction.

4. Agnello's colleagues at Akin shared his vision. Akin approached Xcential Corporation about adding Agnello's bill-drafting concept to Xcential's existing LegisPro software.

5. To protect Akin's proprietary information (including but not limited to Agnello's conception of the software) shared during their collaboration, Akin and Xcential entered into a non-disclosure agreement ("NDA").

6. Based on the NDA's protections, Agnello explained in confidence his idea in detail to Xcential's company heads so they could draft the code required to prototype the bill-drafting software.

7. Agnello and Xcential referred to the initial prototype of the software as the "K-Street parade" project based on Agnello's description.

8. Xcential never delivered a working prototype. Instead, after Agnello shared the idea with Xcential and provided training on it, Xcential's president and CEO Grant Vergottini filed his own patent application for Agnello's idea, renaming it "bill synthesis."

9. Xcential never sought or obtained a release from the NDA from Akin, nor did it seek or obtain Akin's permission to patent the invention Agnello conceived and communicated to Vergottini.

PARTIES

10. Plaintiff Akin Gump Strauss Hauer & Feld LLP is a law firm with an office in Washington, D.C. Louis Agnello is a counsel in Akin's Washington office.

11. Defendant Xcential Corporation is a for-profit corporation registered in Delaware with its principal place of business in California at 841 2nd Street, Encinitas, CA 92024.

12. Defendant Grant Vergottini is the president and CEO of Xcential.

JURISDICTION AND VENUE

13. The Court has general jurisdiction over this matter pursuant to D.C. Code § 11-921 and personal jurisdiction over the Parties under D.C. Code § 13-423.

14. Jurisdiction and venue are proper for the following reasons:

a. the location of the NDA was Washington, D.C.;

b. Akin and Agnello are based in Washington, D.C., met with Xcential there, and communicated with Xcential from there;

c. Xcential demonstrated its software to Akin at Akin's D.C. office; and

d. Xcential breached the NDA by filing a patent application in Washington, D.C. without notice to or consent from Akin.

BACKGROUND

A. Louis Agnello conceived of automated bill drafting based on his years of legislative drafting experience

15. Prior to joining Akin's Washington, D.C. office, Louis Agnello worked in Congress where he helped craft legislation and advised on federal and state statutes, regulations, administrative procedures, and legislative proposals.

16. In the summer of 2018, Agnello conceived of the idea for automated bill drafting software. He realized that there was a need to improve the efficiency and efficacy of software used to draft and amend legislative documents.

17. Agnello wanted to develop software that could do more than merely track changes to an existing document. He wanted software that could generate draft bills aimed at modifying existing law.

18. In most contexts, word processing software is used to identify and reflect proposed changes to a writing. The software follows proofreading formats and protocols from the days of paper, with proposed deletions struck out and additions shown in some format (usually a separate color, hence the term "redlining") to identify them as new.

19. Agnello, however, recognized that amending a law follows an entirely different, unique process. Laws are changed by drafting and presenting a bill to a legislative body.

20. These bills use arcane language and format dictated by traditional practice, legislative rule, or state or federal constitution. Specifically, when Congress amends a law, it passes an entirely new piece of legislation containing detailed, textual instructions on the necessary changes to the previous law, in a format specified by the congressional Office of Legislative Counsel.

21. For example, if Congress wanted to amend a hypothetical Section 100(a) to reduce the speed limit in federal parks from 45 mph to 35 mph, it would not vote on a redline of the proposed change. Instead, it would pass a bill stating: "in the first sentence of Section 100(a), strike the word '45 mph' and replace with '35 mph.'" More complex amendments require more detailed textual instructions and formatting.

22. However, constituents and legislators often view and propose changes to legislation using the more familiar redlining process because it is easier to follow than the textual instructions of federal bills. Yet many legislatures, including the U.S. House of Representatives and the U.S. Senate do not accept redline edits of existing legislation. To draft a bill amending federal law, one must adhere to the precise language and format required by the U.S. Congress. When it comes time to generate a bill, each redlined change must be manually converted into text instructions,

following a specified format. This process is burdensome, time-consuming, and error prone. It requires someone with expertise in formatting requirements.

23. Agnello was very familiar with the differences between redlining a document to track changes and introducing a federal bill to amend existing law. Prior to joining Akin, Agnello worked on Capitol Hill as a legislative assistant to members of Congress and as senior counsel to U.S. Senators. From his experience, he understood the intricate process of introducing bills intended to modify existing federal legislation. After he left government service, Agnello brought his expertise in legislative drafting to Akin, becoming one of Akin's go-to bill drafters.

24. Agnello was surprised to discover that the software available to private-sector bill drafters suffered the same limitations as the software used by Congress. Agnello realized practicing attorneys in both the government and the private sector lacked software programmed to generate draft bills complying with the formatting strictures.

25. Agnello recognized that redline markups of existing statutes were useful as they made it easier to understand changes and their proper context. However, redlines could not be presented to Congress as proposed bill amendments. So the bill-drafters would have to write new bills to present the desired changes in the legislature-mandated line-by-line format. The formatting requirements led to inefficient use of computing resources, duplication of effort and computer memory, and potential transcription errors.

26. Agnello saw these difficulties in legislative drafting and recognized that existing software was not designed with bill-drafting in mind. The word processing software Agnello used at Akin allowed him to track proposed changes to existing law, but it could not move beyond redlines. He had to separately write and format a draft bill to implement the changes on a line-by-

line basis. Agnello hoped to find or to develop software to bridge the gap between client-friendly redlines and legislature-approved bill format.

27. To address these challenges, Agnello conceived of a system that would use software to take in-context changes (the changes typically shown in a redline) to the current version of a law and use them to generate a draft bill suitable for presentment to a legislative body. Software did not exist that would allow a user to directly input changes into a current version of a law.

28. Agnello shared his vision for bill-drafting software with Julie Bozzell, his practice group manager at Akin. Agnello first told Bozzell of his idea in September 2018. By this time, Agnello had begun investigating third-party vendors, including Xcential, to see whether any existing platforms could generate properly formatted draft bills.

29. Agnello envisioned software that would eliminate the data duplication in the typical bill-drafting process. It would lead to better use of computing resources and enable more efficient drafting. Agnello's software would perpetually access updated databases of laws. This would allow users to make in-line, in-context changes directly to relevant portions of current law, instead of first researching and locating provisions for mark-up. By linking to updated databases of laws, Agnello's software design would reduce the risk of working with an out-of-date version of law. Agnello's conception would also eliminate the need for drafters to generate multiple files that tracked changes to laws and separately proposed bill language to implement the changes into law. Using rule-based software to compile changes into a bill would reduce the risk of errors. By providing template libraries, the software would output a bill in the format required by a particular jurisdiction.

30. Agnello's conception would also enable new functionality for legislative drafting. The software would provide a graphical user interface linked to updated databases of current laws.

This user interface would allow users to access the current revision of a law and call up the relevant provisions to be changed. The user could insert relevant provisions from multiple different portions of a law or multiple laws into a condensed view, make changes to them in-context, and assemble the changes into a single draft bill. This would provide a user-friendly "client view" in which in-context changes to a law could be easily understood and shared with others, while enabling the simplified generation of a bill in the format required by the legislature.

B. Louis Agnello contacted Xcential to assess its LegisPro change-tracking software

31. In October 2018, Agnello wrote to Xcential seeking information about its existing product, LegisPro. In conversations with Xcential's president, Mark Stodder, Agnello explained he wanted software that could draft bills to amend federal law.

32. Agnello approached Xcential because it advertised itself as a "legislative technologies" provider that was an industry leader in legislative drafting. Xcential claimed that its commercial software tracked "[c]hange [s]et[s]" and displayed them as redlines to pending bills or existing statutes. Agnello hoped this redlining software could also be used to generate bills. But once Xcential demonstrated its software's existing capabilities, he realized that Xcential's software could not generate bills in federal formats from redlined edits.

33. However, Agnello believed Xcential was a promising candidate for building out his idea of bill-drafting software. Agnello expressed his optimism to his Akin colleagues.

C. Demonstrations of Xcential's software confirmed the need for a new bill-drafting solution

34. In November 2018, Stodder traveled to Akin's office in Washington, D.C. to demonstrate Xcential's LegisPro software to Agnello. Several Akin attorneys and staff joined this meeting. In connection with this presentation, Xcential provided pricing sheets to license its

existing software options. Unfortunately, the demonstration confirmed Xcential's software was not configured to generate federal legislation as Agnello had hoped.

35. Prior to the demonstration, Agnello had explained to Xcential that Akin was interested in a platform for ***drafting*** "federal bills." But the LegisPro software Xcential demonstrated could only ***track changes*** to California laws—a vastly different scenario. Xcential's software only allowed for display of redlines to an existing statute, which is acceptable for amending California laws. However, it could not generate new bills as required for amending federal law. Akin and Agnello recognized that the software would not work for federal bill drafting, and realized Xcential would have to write new code to implement Agnello's envisioned software program.

36. In subsequent telephone calls, Stodder said Xcential was "eager to build Federal templates for drafting" bills. Akin and Xcential spoke several times to clarify Agnello's idea. These conversations, as well as an email Bozzell sent to Stodder, confirmed Agnello's idea was for software that could draft new bills—not just track amendments to draft bills. Bozzell sent Xcential sample bill language—identified by Agnello—illustrating how to draft a statute-amending bill. This bill referenced "42 U.S.C. 1395w"—the same Code section Xcential later included in its bill synthesis patent application.

37. Stodder sent an email thanking Bozzell for "sending along this sample, and for the clarification about Louis' and other drafters' requirements." He suggested a further "follow up demo for [Akin's] team" and "a proposal for [a] pilot/trial" that would allow Akin attorneys to use the LegisPro software for a "specific drafting/amending need." Stodder's message conflated ***amending bills*** (as in the LegisPro software) with software that ***generated bills*** (as in Agnello's

concept). Nevertheless, Akin opted to move forward with the demonstration and software trial proposed by Xcential.

38. Xcential provided Akin with two more demonstrations of its LegisPro software in early 2019 in Washington, D.C. The first demonstration, in January 2019, again focused on "***amending***," not ***generating***, draft bills. In this "follow up demo," Xcential presented software focused on "amending [] Senate/House bill[s]" and generating amendment documents. During this demonstration, which was nine months before the filing of its provisional patent application, Xcential did not show Akin any software capable of generating a draft bill.

39. Xcential made the second follow-up demonstration to several members of Akin's tech team in February 2019. This second demonstration focused on the LegisPro "system architecture." Again, Xcential demonstrated no software capable of generating bills from changes to existing legislation.

D. Akin and Xcential Entered into an NDA to Protect Akin's Confidential Information

40. On March 14, 2019, Akin and Xcential entered into a non-disclosure agreement that limited the use of the information shared by Agnello with Xcential. The NDA governed the exchange of the confidential information provided by Akin to Xcential in connection with Agnello's concept for the "K Street Parade" software:

> In connection with our engagement of Xcential Corporation (the "Provider") to provide legislative drafting and amending software (the "Services") to Akin Gump Strauss Hauer & Feld LLP ("Akin"), both Parties and their Representatives may make available to the other Party and its Representatives ***certain information which is non-public, confidential and/or proprietary in nature*** as part of Provider's provision of the Services. As a condition to any such information being furnished to either Party or its Representatives, both parties agree that it will, and will cause its Representatives to, treat any such information in accordance with, and otherwise comply with, the terms and conditions set forth in this letter agreement (this "Agreement").

41. The NDA defined "Confidential Information" as:

> ***[A]ll information that concerns or relates to each Party, whether oral, written, graphic, photographic, electronic, visual or otherwise, including but not limited to data, documents, reports, financial statements, marketing data, client information, correspondence and communications, whether prepared by a Party, its Representatives or otherwise, and whether furnished prior to or after the execution of this Agreement, that is furnished to the receiving Party or its Representatives by or on behalf of the disclosing Party or its Representatives***, and all copies of such information and all memoranda, notes, reports, analyses, forecasts, summaries, data, compilations, studies and other materials prepared by the receiving Party or its Representatives containing, reflecting, interpreting or based upon, in whole or in part, any such information.

42. As stated in that definition, the NDA had retroactive effect and covered all information shared by Akin and Xcential during Xcential's engagement "to provide legislative drafting and amending software" services "whether furnished prior to or after the execution of this Agreement."

43. The use of Confidential Information under the NDA was very limited and did not allow Xcential to file patent applications for software based on Agnello's concept:

> **2.** **Use and Disclosure of Confidential Information**. Receiving Party recognizes and acknowledges the competitive value and confidential nature of the Confidential Information and the damage that could result to disclosing Party if any information contained therein is disclosed to a third party. ***Both Parties agree that it and its Representatives (i) will use the Confidential Information solely as necessary for provision of the Services and for no other purpose, including, without limitation, in any way detrimental to the disclosing Party, and (ii) will keep the Confidential Information confidential and will not disclose any of the Confidential Information in any manner whatsoever***, except that any of the Confidential Information may be disclosed (a) with disclosing Party's prior written consent, (b) in accordance with Paragraph 3 below, or (c) to receiving Party's Representatives who need to know such information for the sole purpose of providing the Services on receiving Party's behalf if prior to any such disclosure (x) receiving Party advises such Representative of the confidential nature of the Confidential Information and the terms of this Agreement and (y) such Representative agrees with receiving Party to keep the Confidential Information confidential in accordance with the terms hereof and to observe the other terms of this Agreement applicable to receiving Party's Representatives. Receiving Party will be responsible for any breach by any of its Representatives of the terms of this Agreement that are applicable to its Representatives to the same extent as if its Representatives were parties hereto and agree to take at receiving Party's sole expense all reasonable measures to restrain its Representatives from prohibited or unauthorized use or disclosure of the Confidential Information. Receiving Party agrees to promptly notify disclosing Party of any

unauthorized disclosure or release of Confidential Information and to use receiving Party's reasonable efforts to retrieve the same.

44. Under the NDA, Xcential acknowledged that the confidential information belonged to Akin:

> **4. <u>Ownership, Return and Destruction of Confidential Information</u>**. All Confidential Information provided pursuant to this Agreement will remain the property of the disclosing Party, and neither this Agreement nor any disclosure of Confidential Information pursuant hereto shall be construed as granting (expressly or by implication) to receiving Party or any of its Representatives any license or other intellectual property right with respect to any of the Confidential Information. At any time at the request of disclosing Party, in its sole discretion and for any reason or no reason, received Party will promptly, at its option, either destroy or delivery to disclosing Party all Confidential Information and cause its Representatives to do the same (and if requested by disclosing Party, will confirm in writing compliance with this provision to disclosing Party within 30 days of the foregoing decision or request).

45. The NDA is "governed by and construed in accordance with the laws of the State of Delaware, without giving effect to any choice of law principles that would result in the application of the laws of any other jurisdiction."

46. Notably, the NDA also provides for equitable relief as a remedy for breach:

> **<u>Equitable Relief; Remedies</u>**. Receiving Party acknowledges and agrees that disclosing party would be damaged irreparably and would not have an adequate remedy at law if any provision of this Agreement is not performed in accordance with its specific terms or is otherwise breached. Accordingly, in addition to any other remedy to which disclosing Party may be entitled, at law or in equity, disclosing Party will be entitled to an injunction or injunctions to prevent breaches or threatened breaches of the provisions of this Agreement and to enforce specifically this Agreement and its provisions, without bond or other security being required and without proof of any actual damages. The rights, obligations and remedies created by this Agreement are cumulative and in addition to any rights, obligations or remedies otherwise available at law or in equity. Nothing herein will be considered an election of remedies or a waiver of the right to pursue any other right or remedy to which a Party may be entitled.

47. Neither Xcential nor Akin have requested to modify or terminate the NDA. The NDA is still in effect today.

E. Xcential provided deficient software, without bill-drafting capability

48. In April 2019, Xcential provided Agnello and his colleagues with access to its long-awaited online trial version of LegisPro (about four-and-one-half months before filing its provisional patent application). As summarized in Xcential's statement-of-work for the project, this trial was intended to "provide Akin Gump personnel with a free trial of Xcential's LegisPro software application to test drafting federal legislation . . . ." However, to Agnello's disappointment, Xcential's trial software was unusable and incomplete.

49. Upon testing the LegisPro trial software, Agnello found it did not provide the proper format for drafting or amending federal bills. Because proper formatting was "central to the purpose of the software," this failure made the trial software effectively useless. Agnello could not use the trial software for client work because it did not provide for legislative drafts in federally mandated formats.

50. Agnello also found in May 2019 that Xcential's trial software lacked the bill-drafting capability that he had previously described to Xcential. The LegisPro software, even as modified for the free trial, could not generate new bill language from user inputs. While it provided change-tracking capabilities, they were similar to the track-changes functions in the word processing software Akin was already using. Agnello concluded Xcential did not seem to fully understand either the bill-drafting process or how automated bill-drafting from a set of redlines would assist those practicing in the area. This confirmed Agnello's suspicion that Xcential would need to write new code to implement his invention.

51. Despite the limitations in Xcential's LegisPro trial software, Agnello did not lose sight of his idea's value. He referred to it as "the proverbial 'Holy Grail'" and realized the potential to be named an "Akin Innovator of the year." He decided to press on with Xcential despite its

failure to understand his bill-drafting concept. Agnello therefore sought to again explain his conception to Xcential.

F. Agnello again explains his bill-drafting conception

52. On May 1, 2019, just four months before Xcential filed its provisional patent application, Agnello met Stodder to discuss the differences between his bill-drafting concept and Xcential's trial software. During this meeting, held in Akin's Washington, D.C. office, Agnello again explained the steps the software necessary to generate a draft bill from tracked changes. Agnello also explained, again, that the federal legislature would not accept redlines of existing law in place of bill language. Xcential's trial software would have to be modified to generate bills conforming to legislative format and language requirements.

53. After the meeting, Agnello sent Stodder a confidential excerpt of a draft bill to emphasize these points and illustrate the "process we would use in drafting a bill that requires amending [an] existing statute." The section of to-be-amended law shared with Xcential (42 U.S.C. § 1395w) later appeared in Xcential's patent applications. This was the same section that Akin had previously provided to Xcential.

54. In reply, Stodder wrote Agnello's "example was extremely helpful." Stodder asked Agnello to teach his bill-drafting process to Grant Vergottini—the Xcential co-founder and CEO who was later named as a purported inventor on Xcential's patent application.

55. The next day, May 10, 2019, Agnello had a videoconference with Stodder and Vergottini. During this videoconference, Agnello explained his concept in detail. Agnello reiterated that tracking changes was not enough and that he was looking for software that could use tracked changes to generate a draft bill. Agnello also told Vergottini that Xcential's trial software would have to be modified to practice his invention.

56. At this videoconference, Agnello also explained the impact his bill-drafting software would have on those who wrote and amended legislation. Agnello told Vergottini and Stodder about the labor-intensive efforts used to draft Federal legislation. He explained that, because redlines are not accepted by legislative counsel, attorneys often created multiple word processing files when drafting bills: one showing redline edits and another containing the draft bill text. This approach led to inefficient use of computing resources. It required creating and storing multiple files for a single project, also leading to possible inconsistencies and errors. Agnello explained that, by generating draft bills from tracked changes, Agnello's software concept would revolutionize the time-consuming legislative drafting process. Agnello explained for emphasis that the software's release would lead to a "parade down K Street"—the corridor along which many law firms and public-relations offices reside in Washington, D.C.

57. Following the May 10, 2019 videoconference, Xcential finally appeared to understand the significance of Agnello's concept. Echoing Agnello's comments, Xcential indicated that it now understood that generating draft bills from tracked changes would require new software.

58. A few weeks after the May 10, 2019 videoconference, Agnello received an email from Stodder, stating Vergottini "has been at work on configuring the 'amending the law' approach ***you showed him***" and that he "has not forgotten ***that 'parade down K Street' goal***[.]" Stodder wrote he would need further information from Agnello, advising him Vergottini is "going to want to ***run some approaches by you soon to make sure he's on the right track***."

G. Xcential recognizes bill-drafting as an improvement over LegisPro

59. Xcential eventually realized the extent to which Agnello's automated bill drafting concept—the "K St Parade Tool"—differed from Xcential's existing technology. In the three

months before filing its provisional application, Xcential began treating the project with Akin as comprising two aspects: (1) configuring LegisPro to accommodate formatting to match "federal styles;" and (2) transforming redline edits of an existing law to a bill representation, a.k.a., the "K St Parade Tool." In June 2019, Stodder expressed, for the first time, the "K St Parade Tool" would be "a ***much bigger development deal***" that would take months for Xcential to code. Stodder said that Xcential was "targeting end of August" to provide the "K St Parade Tool."

60. However, Xcential continued to fail to develop the software. A demonstration of LegisPro in June 2019 failed to include the federal formatting specifications requested by Agnello. Stodder acknowledged that Xcential needed to "fix" those shortcomings. Yet, an update Xcential provided in July was still wrong. Agnello's request for demonstration software capable of producing "a formatted bill with the program" went unmet. These continued formatting errors shook Agnello's confidence in Xcential's ability to provide software to his specifications.

61. In August 2019, the month before filing its patent application, Xcential emailed Akin a proposal that identified two "basic capabilities" for federal bill drafting: (1) capabilities for drafting legislation in "correct drafting format (numbering, appearance);" and (2) capabilities for "'Bill Synthesis' (amending the law) and automated bill generation." Later correspondence confirmed "Bill Synthesis" was another name for the "K Street" parade feature. Xcential now estimated that developing these new features would cost between $55,000 and $70,000 and take approximately three months. Other features requested by Akin were expected to add more time and money.

62. Akin inquired why this pricing was "totally different" from the pricing sheets previously provided by Xcential. Stodder replied, "[t]he key difference—which I must not have communicated effectively at the start—is that [the previous pricing] is only for <u>software licensing</u>

and does not include any of the customization and configuration outlined in the draft proposal you had a look at today." Stodder now recognized that Agnello's bill synthesis/K Street feature was beyond the capabilities of Xcential's existing LegisPro software. This new feature would require significant cost to code.

63. Akin chose not to go forward with the proposal because it had lost faith in Xcential. This loss of faith was due, in part, to Xcential's repeated failure to provide Akin with software capable of properly formatting federal bills.

64. Agnello identified bill synthesis as a "must have" technology for the software Akin asked Xcential to code. His goal in engaging Xcential had always been to obtain software capable of generating draft bills. Without this capability, a license to Xcential's software would offer little more than existing track-change capabilities. Given Xcential's inability to previously understand and deliver this feature, Agnello was hesitant to recommend that Akin invest in Xcential software.

H. Xcential renames the Agnello invention "Bill Synthesis" and files a patent application

65. On September 12, 2019, without any prior notice to Akin, Xcential filed its U.S. Provisional Patent Application 62/899,384 ("'384 application") from which its U.S. Patent Application 17/018,233 ("'233 application") claims priority. As evidenced by their abstracts, titles, and written descriptions, both applications are directed to "bill synthesis"—Agnello's idea of generating a draft bill based on changes to existing statutes.

66. Correspondence from Stodder confirms "bill synthesis" is the "K Street" bill drafting feature suggested by Agnello. Weeks after Xcential filed its '384 application, Stodder wrote that Xcential continued coding the "'K Street' drafting feature under the "Bill Synthesis" name: "So Grant and I are working through what we could provide, within the budget boundaries. While we continue development of the 'K Street' drafting feature (we call it Bill Synthesis),

moving it from prototype, the nearer term win we think we could release is a federal bill amending tool, with automated features for amendment generation. We're also taking an approach that would involve much less customization/configuration for Akin Gump and provide a more standardized tool for licensing."

67. This is consistent with Xcential's proposal in August 2019 to develop new software for Akin, which describes "Bill Synthesis" as "amending the law" and "automated bill generation."

68. Review of the '233 and '384 applications confirms "bill synthesis" is Agnello's idea of generating a draft bill based on tracked changes to existing statutes.

69. The '233 abstract explains the "present invention is directed to a system and method for document extraction and synthesis." This system and method are for "extracting portions of a document to be changed and automatedly synthesizing the changes . . . to conform the language and structure required for the final document." This "allows a user to modify an existing set of laws and automatedly transform the changes into a final document that complies with the specified language and format requirements for that final document." Because it complies with the language and formatting requirements for new bills, the final document may be "presented before the lawmaking body." The '384 provisional contains similar statements.

70. In its "Background" section, the '233 application distinguishes the "***bill drafting process***" from the "***bill amending process***." The specification explains that bill amending is the process by which an introduced bill evolves after being introduced in committee or on the floor of a legislative chamber. Changes to the bill are proposed, enumerated, and either adopted or rejected. This results in a "simple enumeration of discrete modifications to a bill expressed as amending instructions to specific passages of text often identified by page and line number." According to

the ‘233 specification, automation of this bill amending process “assumes that the bill is already provided using the precise language and formatting that is required by the legislature.”

71. Drafting new bills, in contrast, requires the crafting of language that describes the changes to existing statutes “using a precise arcane language and format” demanded by the legislature. Echoing information gained from Agnello, the ‘233 specification states that “due to the format requirements and precise language that legislatures require for a presented bill, a lawyer or other drafter cannot copy the law to be changed from the original source, make changes to the original source document, and simply present those changes to the legislature.” Instead, the bill must describe the changes using the legislature’s preferred language and format. The ‘384 provisional similarly distinguishes bill drafting from amending law.

72. The ‘233 application acknowledges the existence of bill-drafting software, including editors built on either word-processing software or structured document editors (e.g., XML editors). This existing software allows the tracking of changes to draft documents or existing legislation. But as the ‘233 application makes clear, “[n]one of the current bill drafting tools allow the user to create in-line in-context changes to the original text of the legal provision to be changed and then automatically generate a bill from those changes with the appropriate language required by the jurisdiction where the bill is to be presented.” It is this invention—conceived by Agnello—the ‘233 application aims to patent.

73. Figure 1 of the ‘233 application, reproduced below, depicts a “method of law selection and bill synthesis”:

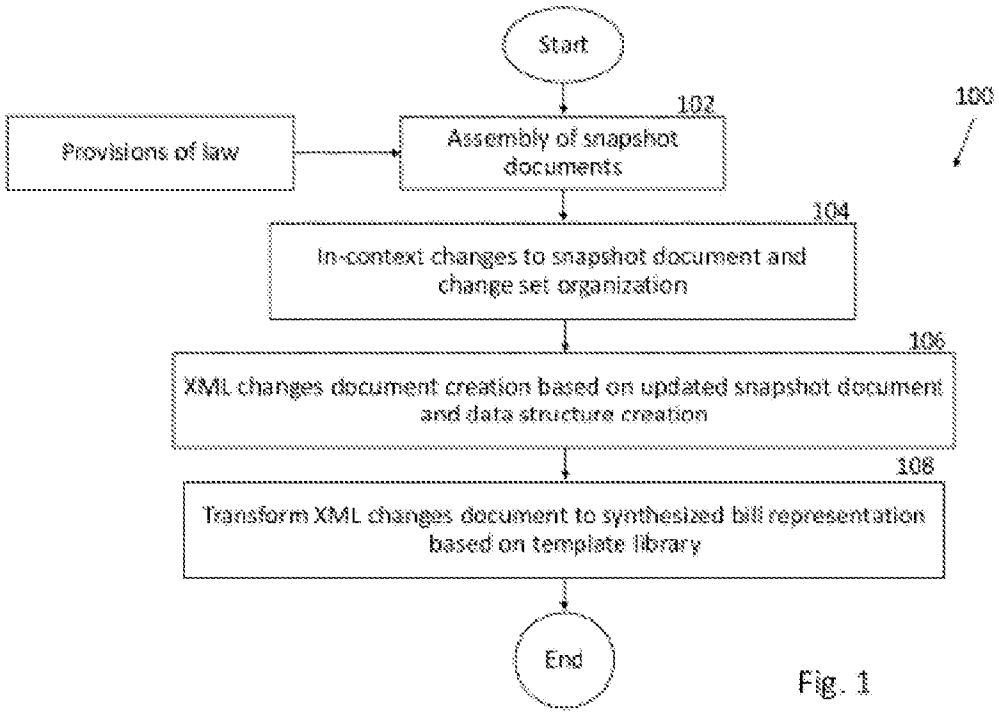
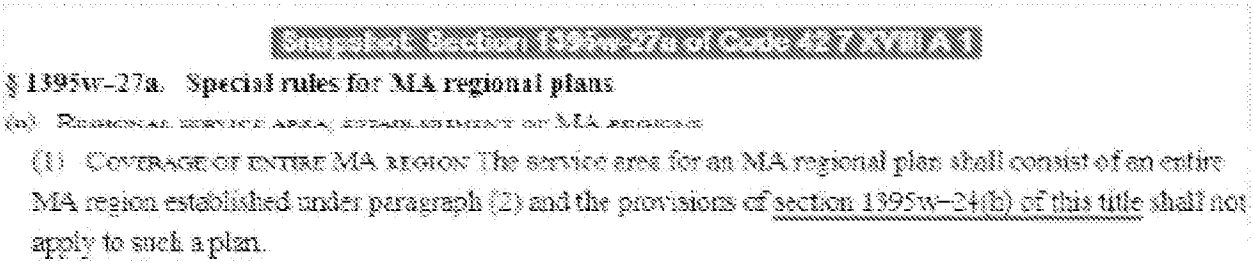


Fig. 1

This method begins, at step 102, with the creation of a "snapshot document" containing provisions of law to be changed. This snapshot document may be created in an existing text editor, such as the commercially available LegisPro software. In step 104, a user inputs in-context, redline changes to the snapshot document. The software tracks these changes in step 106. To track the changes, the system creates an XML changes document. The '233 application suggests using "change sets" from the commercial LegisPro software for this step. Finally, in step 108, the software transforms tracked changes into a "synthesized bill representation."

74. Figures 4-6 of the '233 application illustrate a snapshot document based on code sections identified by Agnello. As seen in the color version of this snapshot from Xcential's '384 application, Figure 4 is a "snapshot" of 42 U.S.C. §1395w:



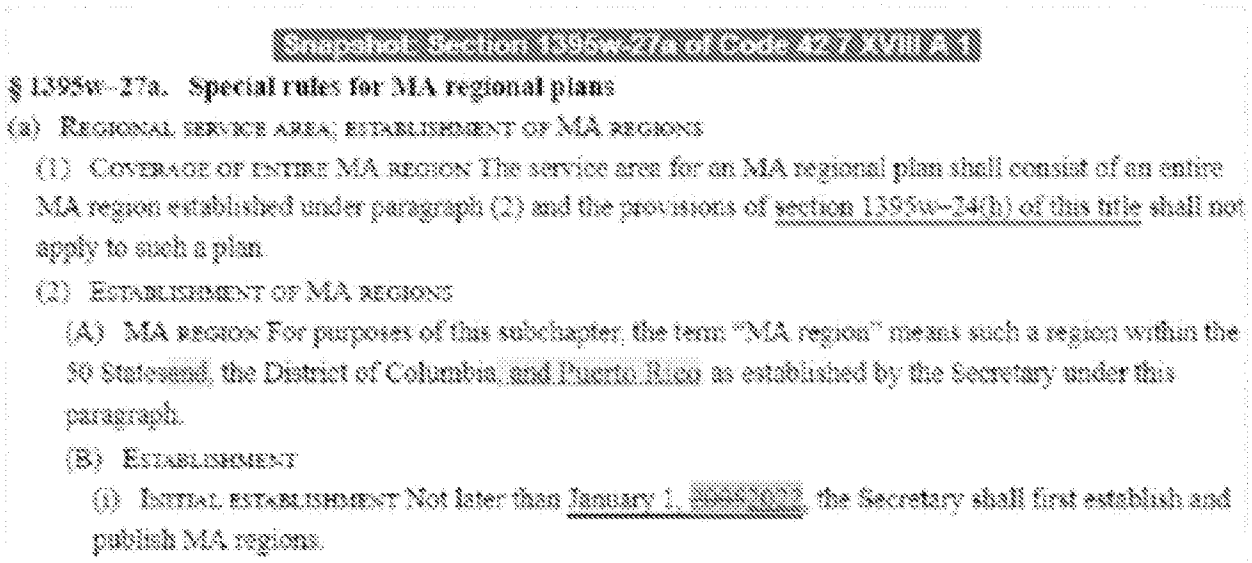
Snapshot Section 1395w-27a of Code 42 USC XVIII A 1

§ 1395w–27a. Special rules for MA regional plans

(a) Regional service area; establishment of MA regions

(1) Coverage of entire MA region The service area for an MA regional plan shall consist of an entire MA region established under paragraph (2) and the provisions of section 1395w–24(b) of this title shall not apply to such a plan.

75. Figure 5 shows "changes made to the snapshot document" done "using some method of change tracking" (e.g., redlining). This snapshot is again of 42 U.S.C. §1395w:



Snapshot Section 1395w-27a of Code 42 USC XVIII A 1

§ 1395w–27a. Special rules for MA regional plans

(a) Regional service area; establishment of MA regions

(1) Coverage of entire MA region The service area for an MA regional plan shall consist of an entire MA region established under paragraph (2) and the provisions of section 1395w–24(b) of this title shall not apply to such a plan.

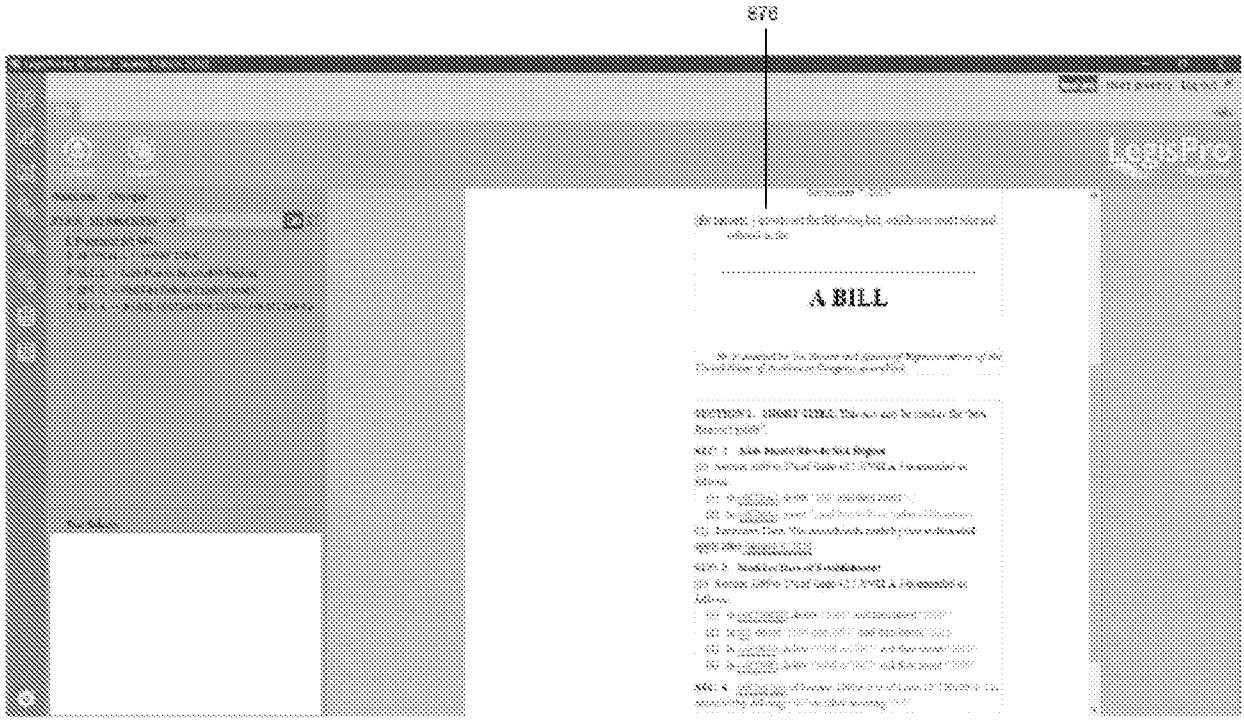
(2) Establishment of MA regions

(A) MA region For purposes of this subchapter, the term "MA region" means such a region within the 50 States and the District of Columbia and Puerto Rico as established by the Secretary under this paragraph.

(B) Establishment

(i) Initial establishment Not later than January 1, [redacted], the Secretary shall first establish and publish MA regions.

76. Figure 6 illustrates "law changing language for bills [being] automatically drafted . . . based on the changes made to the snapshot document," resulting in "a formal bill document." This "bill representation" is "visually and contextually . . . quite different" from the snapshot document. Again, this Figure illustrates changes to 42 U.S.C. §1395w:



77. Subchapter XVIII of 42 U.S.C. includes hundreds of sections. But, drawing on his experience drafting amendments to healthcare laws, Agnello specifically identified §1395w to Xcential four times. Each time, Stodder acknowledged this information was "helpful."

78. The '233 claims attempt to broadly capture the above concepts. For example, claim 6 recites "creating a snapshot document" (as discussed above), "receiving changes to the snapshot document" (as discussed above), "analyzing the updated snapshot document based on extracting and enumerating each change set" (i.e., redlining), and "constructing an XML changes document" (as in existing software). The inventive steps conceived by Agnello follow, including: "analyzing the XML changes document to generate a bill representation," and "presenting the bill representation to a legislature."

I. Xcential filed the '233 application without permission and in violation of the NDA

79. Xcential never informed Agnello, or anyone else at Akin, of its intention to file the '384 or '233 applications. It did not seek permission from Akin before filing its '384 application

on September, 12 2019. Further, despite multiple contacts with Akin after the filing—including sending a $190,000 proposal to develop the claimed concepts to Bozzell on the very day it filed the application—Xcential never mentioned the application's existence. Neither Agnello, Bozzell, nor anyone else at Akin granted Xcential permission for the filing.

80. Agnello's discussions with Xcential were made under the terms of the NDA that limited the use of the information he shared.

81. The NDA had retroactive effect and covered all information shared by Akin and Xcential during Xcential's engagement "to provide legislative drafting and amending software" services "whether furnished prior to or after the execution of this Agreement."

82. The use of Confidential Information under the NDA was very limited and did not allow Xcential to file patent applications for software based on Agnello's concept.

83. Due to the confidentiality of pending applications before publication, Akin did not learn of the '233 application until 2021. Xcential never told Akin that it had filed the application, even after it published. Agnello only discovered Xcential had filed its application when he went to file a patent on his concept, and did a search for other patents as part of his due diligence in June 2021.

J. Xcential never delivered the software features it promised

84. Despite having not yet delivered any work product for Akin, in October 2019, Stodder sent an email assuring Agnello that Xcential was continuing to work toward Akin's goals, explaining that Xcential would "retool and be back." Stodder proposed to "continue development of the 'K Street' drafting feature . . . moving it from prototype." In the nearer term, Xcential would provide a "federal bill amending tool, with automated features for amendment generation." This tool never materialized. Akin never received any Xcential software capable of bill-drafting. In

January 2020, Stodder spoke with Akin about using Xcential tools for drafting legislative documents in California (which ***does*** use redlines). Even then, Xcential still had no product to deliver to Akin. To this day, Xcential has not delivered any of the products requested by Akin.[1]

FIRST CAUSE OF ACTION
Misappropriation of Trade Secrets (Del. Code Ann. tit., 6 § 2002 (2002))

85. Akin repeats and re-alleges each allegation contained above as if fully set forth herein.

86. Agnello's idea for bill drafting software is information that derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use and is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

87. Accordingly, Agnello's idea for bill drafting software is a trade secret under Title 6 Delaware Code Section 2001.

88. The Defendants have misappropriated Agnello's idea for bill drafting software by applying for sole ownership of patents for his ideas.

89. Defendants knew at the time they submitted their patent applications that they had acquired Akin's trade secret pursuant to the NDA and therefore had a duty to maintain its secrecy and/or limit its use.

90. Also, as described in the NDA, Akin is "entitled to an injunction or injunctions to prevent breaches or threatened breaches of the provisions of this Agreement and to enforce

[1] Akin also discussed with Xcential producing a California-specific software application for California legislative drafting purposes. This was also never delivered.

specifically this Agreement and its provisions, without bond or other security being required and without proof of any actual damages."

91. Defendants breached the NDA by misappropriating Akin's Confidential Information as defined by the NDA as well.

92. The Confidential Information that Defendants misappropriated is also a trade secret under Title 6 Delaware Code Section 2001.

93. Defendants' misappropriation was willful and malicious.

94. Akin has suffered and will continue to suffer irreparable injury as a result of Defendants' willful misappropriation of trade secrets.

SECOND CAUSE OF ACTION
Breach of Contract

95. Akin repeats and re-alleges each allegation contained above as if fully set forth herein.

96. The NDA is a valid and binding contract.

97. Akin has performed all of its obligations under the NDA.

98. Akin and Xcential entered into the NDA to safeguard the Confidential Information that Akin provided to Xcential as part of its engagement of Xcential to provide legislative drafting and amending software to Akin.

99. Xcential acknowledged in the NDA that the Confidential Information was Akin's property.

100. Akin did not license use of the Confidential Information by Xcential for any purpose beyond that is described in the NDA.

101. Defendants breached the NDA by absconding with Akin's Confidential Information and using it to try to develop and patent Xcential's "bill synthesis" software.

102. By reason of the foregoing, Akin has been damaged in an amount to be determined at trial.

THIRD CAUSE OF ACTION
Breach of Good Faith and Fair Dealing

103. Akin repeats and re-alleges each allegation contained above as if fully set forth herein.

104. In addition to the plain terms of the NDA, Defendants were required to abide by the implied covenant of good faith and fair dealing arising out of the NDA.

105. Under the implied covenant of good faith and fair dealing, Defendants implicitly agreed that they would not use Akin's Confidential Information for their own financial gain.

106. Defendants breached the implied covenant of good faith and fair dealing they owed Akin by attempting to profit from Akin's Confidential Information without Akin's consent.

107. By reason of the foregoing, Akin has been damaged in an amount to be determined at trial.

FOURTH CAUSE OF ACTION
Unjust Enrichment (6 Del. Code Ann. tit., 6 § 2003)

108. Akin repeats and re-alleges each allegation contained above as if fully set forth herein.

109. Defendants have provided nothing of value to Akin in return for Defendants' misappropriation and use of Agnello's idea for bill amending and drafting software and Akin's Confidential Information.

110. Defendants have been unjustly enriched and have benefitted by misappropriating and using Agnello's ideas and Akin's Confidential Information.

FIFTH CAUSE OF ACTION
Replevin

111. Akin repeats and re-alleges each and every allegation contained above as if fully set forth herein.

112. Under Paragraph 4 of the NDA, Defendants acknowledged that the Confidential Information belonged to Akin.

113. Defendants have and continue to unlawfully hold and use Akin's Confidential Information.

114. As a result of Defendants' tortious conduct, Akin has and will continue to suffer irreparable harm for which no monetary award can compensate.

PRAYER FOR RELIEF

WHEREFORE, Akin prays for relief and judgment as follows:

a. Declaring that Defendants have breached the NDA with Akin;

b. Declaring that Defendants have misappropriated Akin's trade secrets;

c. Awarding injunctive relief in favor of Akin against Defendants, enjoining Defendants from pursuing any patents related to Agnello's ideas or Akin's Confidential Information;

d. Awarding injunctive relief conditioning any future use of Defendants' bill-drafting software derived from Akin's Confidential Information on the payment of a reasonable royalty to Akin in perpetuity;

e. Awarding injunctive relief precluding Defendants from further prosecution of patents including Akin's Confidential Information and/or trade secrets;

f. Awarding injunctive relief precluding Defendants from enforcing their '384 Application and their '233 Application;

g. Awarding injunctive relief requiring Defendants to assign to Akin any issued patent or newly filed application that uses, directly or indirectly, Akin's Confidential Information and/or trade secrets;

h. Awarding exemplary damages for Defendants' willful and malicious misappropriation of trade secrets;

i. On the second count, finding in favor of Akin and against Defendants jointly and severally for damages, including punitive damages for Defendants' willful and malicious breach of contract, in an amount to be determined at trial;

j. On the second count, ordering Defendants to specifically perform their obligations under the NDA, including their obligations under Paragraph 4 of the NDA, and to deliver the Confidential Information to Akin by assignment of Defendants' patents derived from Akin's trade secrets;

k. On the third count, finding in favor of Akin and against Defendants jointly and severally for damages, in an amount to be determined at trial;

l. On the fourth count, finding in favor of Akin and against Defendants jointly and severally for damages, in an amount to be determined at trial;

m. On the fourth count, finding in favor of Akin and against Defendants jointly and severally, and ordering disgorgement of any unjust enrichment;

n. On the fifth count, ordering Defendants to return Akin's Confidential Information and cease pursuing patents based upon it;

o. Together with the costs and disbursements, including reasonable attorneys' fees, of this action; and

p. Such other and further relief as to this Court may seem just and proper.

DEMAND FOR JURY TRIAL

Pursuant to Rule 38(b) of the District of Columbia Superior Court Rules of Civil Procedure, Plaintiff demands a trial by jury of all issues so triable as of right

Dated: October 14, 2022
Washington, D.C.

Respectfully submitted,

/s/ Anthony T. Pierce
AKIN GUMP STRAUSS HAUER & FELD LLP
Anthony T. Pierce (D.C. Bar No. 415263)
apierce@akingump.com
Caroline L. Wolverton (D.C. Bar No. 496433)
cwolverton@akingump.com
Robert S. Strauss Tower
2001 K Street, N.W.
Washington, D.C. 20006
Telephone: (202) 887-4000
Facsimile: (202) 887-4288

Nathaniel B. Botwinick (*pro hac vice* pending)
nbotwinick@akingump.com
One Bryant Park
New York, New York 10036
Telephone: (212) 872-1000
Facsimile: (212) 872-1002

Counsel for Plaintiff

Superior Court of the District of Columbia
CIVIL DIVISION
Civil Actions Branch
500 Indiana Avenue, N.W., Suite 5000 Washington, D.C. 20001
Telephone: (202) 879-1133 Website: www.dccourts.gov

AKIN GUMP STRAUSS HAUER & FELD LLP,
Plaintiff

vs.

Case Number _____

XCENTIAL CORPORATION
Defendant

SUMMONS

To the above named Defendant:

You are hereby summoned and required to serve an Answer to the attached Complaint, either personally or through an attorney, within twenty one (21) days after service of this summons upon you, exclusive of the day of service. If you are being sued as an officer or agency of the United States Government or the District of Columbia Government, you have sixty (60) days after service of this summons to serve your Answer. A copy of the Answer must be mailed to the attorney for the plaintiff who is suing you. The attorney's name and address appear below. If plaintiff has no attorney, a copy of the Answer must be mailed to the plaintiff at the address stated on this Summons.

You are also required to file the original Answer with the Court in Suite 5000 at 500 Indiana Avenue, N.W., between 8:30 a.m. and 5:00 p.m., Mondays through Fridays or between 9:00 a.m. and 12:00 noon on Saturdays. You may file the original Answer with the Court either before you serve a copy of the Answer on the plaintiff or within seven (7) days after you have served the plaintiff. If you fail to file an Answer, judgment by default may be entered against you for the relief demanded in the complaint.

Anthony T. Pierce; Caroline L. Wolverton
Name of Plaintiff's Attorney

Akin Gump Strauss Hauer & Feld LLP
Address
2001 K Street, N.W., Washington, D.C. 20006

(202) 887-4000
Telephone

Clerk of the Court

By _____
Deputy Clerk

Date _____

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IMPORTANT: IF YOU FAIL TO FILE AN ANSWER WITHIN THE TIME STATED ABOVE, OR IF, AFTER YOU ANSWER, YOU FAIL TO APPEAR AT ANY TIME THE COURT NOTIFIES YOU TO DO SO, A JUDGMENT BY DEFAULT MAY BE ENTERED AGAINST YOU FOR THE MONEY DAMAGES OR OTHER RELIEF DEMANDED IN THE COMPLAINT. IF THIS OCCURS, YOUR WAGES MAY BE ATTACHED OR WITHHELD OR PERSONAL PROPERTY OR REAL ESTATE YOU OWN MAY BE TAKEN AND SOLD TO PAY THE JUDGMENT. IF YOU INTEND TO OPPOSE THIS ACTION, *DO NOT FAIL TO ANSWER WITHIN THE REQUIRED TIME.*

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Teléfono: (202) 879-1133 Sitio web: www.dccourts.gov

AKIN GUMP STRAUSS HAUER & FELD LLP,
Demandante

contra

Número de Caso: _____

XCENTIAL CORPORATION
Demandado

CITATORIO

Al susodicho Demandado:

Por la presente se le cita a comparecer y se le requiere entregar una Contestación a la Demanda adjunta, sea en persona o por medio de un abogado, en el plazo de veintiún (21) días contados después que usted haya recibido este citatorio, excluyendo el día mismo de la entrega del citatorio. Si usted está siendo demandado en calidad de oficial o agente del Gobierno de los Estados Unidos de Norteamérica o del Gobierno del Distrito de Columbia, tiene usted sesenta (60) días, contados después que usted haya recibido este citatorio, para entregar su Contestación. Tiene que enviarle por correo una copia de su Contestación al abogado de la parte demandante. El nombre y dirección del abogado aparecen al final de este documento. Si el demandado no tiene abogado, tiene que enviarle al demandante una copia de la Contestación por correo a la dirección que aparece en este Citatorio.

A usted también se le requiere presentar la Contestación original al Tribunal en la Oficina 5000, sito en 500 Indiana Avenue, N.W., entre las 8:30 a.m. y 5:00 p.m., de lunes a viernes o entre las 9:00 a.m. y las 12:00 del mediodía los sábados. Usted puede presentar la Contestación original ante el Juez ya sea antes que usted le entregue al demandante una copia de la Contestación o en el plazo de siete (7) días de haberle hecho la entrega al demandante. Si usted incumple con presentar una Contestación, podría dictarse un fallo en rebeldía contra usted para que se haga efectivo el desagravio que se busca en la demanda.

Anthony T. Pierce; Caroline L. Wolverton
Nombre del abogado del Demandante

SECRETARIO DEL TRIBUNAL

Akin Gump Strauss Hauer & Feld LLP
Dirección

Por: _____
Subsecretario

2001 K Street, N.W., Washington, D.C. 20006

(202) 887-4000
Teléfono

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IMPORTANTE: SI USTED INCUMPLE CON PRESENTAR UNA CONTESTACIÓN EN EL PLAZO ANTES MENCIONADO O, SI LUEGO DE CONTESTAR, USTED NO COMPARECE CUANDO LE AVISE EL JUZGADO, PODRÍA DICTARSE UN FALLO EN REBELDÍA CONTRA USTED PARA QUE SE LE COBRE LOS DAÑOS Y PERJUICIOS U OTRO DESAGRAVIO QUE SE BUSQUE EN LA DEMANDA. SI ESTO OCURRE, PODRÍA RETENÉRSELE SUS INGRESOS, O PODRÍA TOMÁRSELE SUS BIENES PERSONALES O BIENES RAÍCES Y SER VENDIDOS PARA PAGAR EL FALLO. SI USTED PRETENDE OPONERSE A ESTA ACCIÓN, *NO DEJE DE CONTESTAR LA DEMANDA DENTRO DEL PLAZO EXIGIDO*.

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Civil Actions Branch
500 Indiana Avenue, N.W., Suite 5000 Washington, D.C. 20001
Telephone: (202) 879-1133 Website: www.dccourts.gov

AKIN GUMP STRAUSS HAUER & FELD LLP,
Plaintiff

vs.

Case Number _____

GRANT VERGOTTINI
Defendant

SUMMONS

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Anthony T. Pierce; Caroline L. Wolverton
Name of Plaintiff's Attorney

Akin Gump Strauss Hauer & Feld LLP
Address
2001 K Street, N.W., Washington, D.C. 20006

(202) 887-4000
Telephone

Clerk of the Court

By _____
Deputy Clerk

Date _____

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AKIN GUMP STRAUSS HAUER & FELD LLP,
Demandante

contra

Número de Caso: _____

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Demandado

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Anthony T. Pierce; Caroline L. Wolverton
Nombre del abogado del Demandante

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Superior Court of the District of Columbia

CIVIL DIVISION- CIVIL ACTIONS BRANCH

INFORMATION SHEET

Akin Gump Strauss Hauer & Feld LLP

vs

Xcential Corp., et al.

Case Number: _____

Date: 10/14/2022

☐ One of the defendants is being sued in their official capacity.

Name: *(Please Print)* Anthony T. Pierce	Relationship to Lawsuit
Firm Name: Akin Gump Strauss Hauer & Feld LLP	☒ Attorney for Plaintiff
Telephone No.: (202) 887-4000 Six digit Unified Bar No.: 415263	☐ Self (Pro Se)
	☐ Other: _____

TYPE OF CASE: ☐ Non-Jury ☒ 6 Person Jury ☐ 12 Person Jury

Demand: $ In an amount to be determined at trial. Other: _____

PENDING CASE(S) RELATED TO THE ACTION BEING FILED

Case No.:_____ Judge: _____ Calendar #:_____

Case No.:_____ Judge: _____ Calendar#:_____

NATURE OF SUIT: *(Check One Box Only)*

A. CONTRACTS

☒ 01 Breach of Contract
☐ 02 Breach of Warranty
☐ 06 Negotiable Instrument
☐ 07 Personal Property
☐ 13 Employment Discrimination
☐ 15 Special Education Fees

COLLECTION CASES

☐ 14 Under $25,000 Pltf. Grants Consent
☐ 17 OVER $25,000 Pltf. Grants Consent
☐ 27 Insurance/Subrogation Over $25,000 Pltf. Grants Consent
☐ 07 Insurance/Subrogation Under $25,000 Pltf. Grants Consent
☐ 28 Motion to Confirm Arbitration Award (Collection Cases Only)
☐ 16 Under $25,000 Consent Denied
☐ 18 OVER $25,000 Consent Denied
☐ 26 Insurance/Subrogation Over $25,000 Consent Denied
☐ 34 Insurance/Subrogation Under $25,000 Consent Denied

B. PROPERTY TORTS

☐ 01 Automobile
☐ 02 Conversion
☐ 07 Shoplifting, D.C. Code § 27-102 (a)
☐ 03 Destruction of Private Property
☐ 04 Property Damage
☐ 05 Trespass

C. PERSONAL TORTS

☐ 01 Abuse of Process
☐ 02 Alienation of Affection
☐ 03 Assault and Battery
☐ 04 Automobile- Personal Injury
☐ 05 Deceit (Misrepresentation)
☐ 06 False Accusation
☐ 07 False Arrest
☐ 08 Fraud
☐ 10 Invasion of Privacy
☐ 11 Libel and Slander
☐ 12 Malicious Interference
☐ 13 Malicious Prosecution
☐ 14 Malpractice Legal
☐ 15 Malpractice Medical (Including Wrongful Death)
☐ 16 Negligence- (Not Automobile, Not Malpractice)
☐ 17 Personal Injury- (Not Automobile, Not Malpractice)
☐ 18Wrongful Death (Not Malpractice)
☐ 19 Wrongful Eviction
☐ 20 Friendly Suit
☐ 21 Asbestos
☐ 22 Toxic/Mass Torts
☐ 23 Tobacco
☐ 24 Lead Paint

SEE REVERSE SIDE AND CHECK HERE IF USED

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Information Sheet, Continued

C. OTHERS

- ☐ 01 Accounting
- ☐ 02 Att. Before Judgment
- ☐ 05 Ejectment
- ☐ 09 Special Writ/Warrants (DC Code § 11-941)
- ☐ 10 Traffic Adjudication
- ☐ 11 Writ of Replevin
- ☐ 12 Enforce Mechanics Lien
- ☐ 16 Declaratory Judgment
- ☐ 17 Merit Personnel Act (OEA) (D.C. Code Title 1, Chapter 6)
- ☐ 18 Product Liability
- ☐ 24 Application to Confirm, Modify, Vacate Arbitration Award (DC Code § 16-4401)
- ☐ 29 Merit Personnel Act (OHR)
- ☐ 31 Housing Code Regulations
- ☐ 32 Qui Tam
- ☐ 33 Whistleblower

II.

- ☐ 03 Change of Name
- ☐ 06 Foreign Judgment/Domestic
- ☐ 08 Foreign Judgment/International
- ☐ 13 Correction of Birth Certificate
- ☐ 14 Correction of Marriage Certificate
- ☐ 15 Libel of Information
- ☐ 19 Enter Administrative Order as Judgment [D.C. Code § 2-1802.03 (h) or 32-151 9 (a)]
- ☐ 20 Master Meter (D.C. Code § 42-3301, et seq.)
- ☐ 21 Petition for Subpoena [Rule 28-I (b)]
- ☐ 22 Release Mechanics Lien
- ☐ 23 Rule 27(a)(1) (Perpetuate Testimony)
- ☐ 24 Petition for Structured Settlement
- ☐ 25 Petition for Liquidation
- ☐ 26 Petition for Civil Asset Forfeiture (Vehicle)
- ☐ 27 Petition for Civil Asset Forfeiture (Currency)
- ☐ 28 Petition for Civil Asset Forfeiture (Other)

D. REAL PROPERTY

- ☐ 09 Real Property-Real Estate
- ☐ 12 Specific Performance
- ☐ 04 Condemnation (Eminent Domain)
- ☐ 10 Mortgage Foreclosure/Judicial Sale
- ☐ 11 Petition for Civil Asset Forfeiture (RP)
- ☐ 08 Quiet Title
- ☐ 25 Liens: Tax / Water Consent Granted
- ☐ 30 Liens: Tax / Water Consent Denied
- ☐ 31 Tax Lien Bid Off Certificate Consent Granted

/s/ Anthony T. Pierce

Attorney's Signature

10/14/2022

Date