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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

Proceeding	91190563
Party	Defendant Ross W. Greene
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Submission	Motion to Suspend for Civil Action
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Date	07/13/2009
Attachments	motion to suspend.pdf (47 pages)(1950448 bytes)

UNITED STATES PATENT & TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL & APPEAL BOARD

_____)	
The General Hospital Corporation d/b/a)	
Massachusetts General Hospital.,)	Serial No. 77398150
)	Mark: COLLABORATIVE PROBLEM
Opposer,)	SOLVING
)	
v.)	Opposition No. 91190563
)	
Greene, Ross W.,)	
)	
Applicant.)	
_____)	

APPLICANT’S MOTION TO SUSPEND

Applicant, Ross W. Greene, by its undersigned counsel, hereby moves pursuant to Trademark Rule 2.117(a) (37 C.F.R. § 2.117(a)) and Trademark Board Manual of Procedure (“TBMP”) § 510.02(a) that the Board suspend proceedings in the above-captioned opposition, pending the disposition of a civil action between the same parties which raises issues of fact and law that will have a bearing on the issues present in this Opposition Proceeding. As grounds for this motion, Registrant states as follows:

FACTS

On June 9, 2009, Opposer The General Hospital Corporation d/b/a Massachusetts General Hospital (“Mass General”) filed the within Notice of Opposition against Ross W. Greene’s (“Greene”) application no. 77/398,150 for the mark COLLABORATIVE PROBLEM SOLVING.

On June 4, 2009, Greene filed suit against Dr. Stuart Ablon, (“Ablon”) a Director, 50% shareholder and Treasurer of the Center for Collaborative Problem Solving, Inc. (of which Greene is also a 50% shareholder, as well as the Director and

President) in the United States District Court for the District of Massachusetts (the "Civil Action") On July 7, 2009, Greene amended his Complaint to add Mass General as a party, seeking, *inter alia*, to enjoin Mass General and Ablon from use of Greene's trademarks, including the COLLABORATIVE PROBLEM SOLVING and COLLABORATIVE PROBLEM SOLVING APPROACH marks and materials associated therewith. Attached as Exhibit A is a copy of the Amended Verified Complaint.

It is standard procedure for the Board to suspend administrative proceedings such as this, pending the outcome of a civil action between the same parties involving related issues. See 6 J.T. McCarthy, MCCARTHY ON TRADEMARKS AND UNFAIR COMPETITION, § 32:47 (citing *Alfred Dunhill of London, Inc. v. Dunhill Tailored Clothes, Inc.*, 293 F.2d 685, 130 USPQ 412 (C.C.P.A. 1961); *Whopper-Burger, Inc. v. Burger King Corp.*, 171 USPQ 805, 1971 WL 16554 (TTAB 1971)). The TBMP states that: "Ordinarily, the Board will suspend proceedings in the case before it if a final determination of the other proceeding will have a bearing on the issues before the Board." See TBMP § 510.02(a); see also *Toro Co. v. Hardigg Indus., Inc.*, 187 U.S.P.Q. 689 (TTAB 1975). The rationale for suspension is that a court's determination is binding on the Board, whereas the Board's decision is not binding on the court. *Id.* (citing cases); see also Trademark Trial & App. Board Prac. & Proc. § 325. The fact that a civil action is filed after the Board proceeding does not change this analysis and such proceedings may also be stayed. McCarthy § 32:47 (citing *Midland Cooperatives, Inc. v. Midland Int'l Corp.*, 421 F.2d

754, 755-56 (C.C.P.A. 1970)). It is also in the interests of judicial economy to resolve the ongoing dispute between the parties in the Civil Action rather than in multiple cancellation and opposition proceedings.

This opposition proceeding should be suspended pending the outcome of the Civil Action between the parties involving the same disputed issues. The District Court will make a determination as to whether Greene is the sole and exclusive owner of the disputed trademark. Thus, the rulings and findings in the District Court will at least inform – if not be dispositive of – the principal issue involved in this Opposition.

Suspension of this proceeding pending outcome of the Civil Action is proper because the District Court's decision in that action "will have a bearing on the issues before the Board." See TBMP § 510.02(a). Both proceedings involve overlapping factual and legal issues concerning the same mark. Where the decision by the court may be dispositive of the issues before the Board, a "motion to suspend is well taken." See *General Motors Corp. v. Cadillac Club Fashions Inc.*, 22 USPQ2d 1933 (TTAB 1992), *abrogation on other grounds recognized by Gaylord Enter. Co. v. Calvin Gilmore Prod., Inc.*, 59 USPQ2d 1369 (TTAB 2000); *see also Kearns-Tribune, LLC v. Salt Lake Tribune Publ'g Co., LLC*, Opp. No. 151,843, 2003 WL 221324916, at *3 (TTAB Sept. 11, 2003) (citing *General Motors* and suspending proceeding where outcome of civil action "may have a bearing on the issues before the Board"); *Society of Mexican Am. Engineers and Scientists, Inc. v. GVR Public Relations Agency, Inc.*, Opp. No. 121,723, 2002 WL 31488947, at *4 (TTAB Nov. 6, 2002) (same).

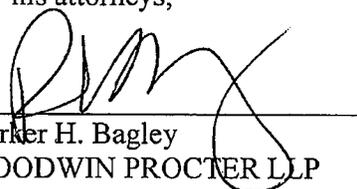
WHEREFORE, for all the foregoing reasons, Applicant Ross W. Greene.
respectfully prays that this Board reopen and suspend all proceedings herein pending the
disposition of the previously filed civil action in the United States District Court.

Dated: July 13, 2009

Respectfully submitted,

Ross W. Greene.

By his attorneys,



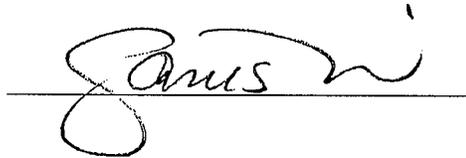
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CERTIFICATE OF SERVICE

I hereby certify that I served a copy of the foregoing Motion to Suspend upon
Petitioner by depositing one copy thereof in a sealed envelope in the United States mail,
first-class, postage prepaid, on July 13, 2009, addressed as follows:

Andrew J. Ferren
Goulston & Storrs, P.C.
400 Atlantic Avenue
Boston, MA 02110-3333

Dated: July 13, 2009



A handwritten signature in black ink, appearing to read "Andrew J. Ferren", is written over a horizontal line.

EXHIBIT A

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

Ross Greene)	
)	
Plaintiff,)	
)	
- v. -)	Civil Action No. 09-CV-10937-DFW
)	
J. Stuart Ablon and The General Hospital)	
Corporation d/b/a Massachusetts General)	
Hospital,)	
)	
Defendant.)	

AMENDED VERIFIED COMPLAINT

Introduction

1. This action arises from Stuart Ablon’s misappropriation of Ross Greene’s intellectual property rights; his trademark and copyright infringement; his misdirection of business opportunities, assets and property belonging to the Center for Collaborative Problem Solving, Inc. – a corporation in which Mr. Greene is a fifty percent (50%) shareholder - to Mr. Ablon for his financial benefit; his scheme to systematically deprive Ross Greene of the financial and professional proceeds from the promotion and dissemination of property belonging exclusively to Ross Greene; and from Ablon’s fraudulent misrepresentation of Ross Greene’s model for diagnosing and treating behaviorally challenged children as his own. This action also arises from the wrongful assertion by The General Hospital Corporation d/b/a Massachusetts General Hospital (“MGH”) of ownership and control of certain trademarks that were created solely by Ross Greene, registered in the Patent and Trademark Office’s Supplemental Registry by Ross Greene and used in connection with Ross Greene’s private business affairs, among other things. Ross Greene brings this action for monetary damages and injunctive relief, to

compensate him for the losses caused by Ablon, to confirm that he is the proper owner of the trademarks at issue and to prevent further harm and damage to his intellectual property rights, business interests, and professional reputation.

The Parties

2. Ross Greene, Ph.D. (“Dr. Greene”) is an individual residing at 45 Mount Alvernia Road, Newton, Massachusetts. He is a Director, fifty percent (50%) shareholder, and President of the Center for Collaborative Problem Solving, Inc. (“CCPSI”).

3. Stuart Ablon, Ph.D. (“Dr. Ablon”) is an individual who resides in Wellesley, Massachusetts. He is a Director, fifty percent (50%) shareholder, and the Treasurer of CCPSI. Until his resignation on November 10, 2008, he was also an employee of CCPSI.

4. The General Hospital Corporation is a Massachusetts non-profit corporation with a principal place of business located at 55 Fruit Street, Boston, Massachusetts. The General Hospital Corporation does business as Massachusetts General Hospital (hereafter referred to as “MGH”).

Jurisdiction and Venue

5. This Court has jurisdiction of this matter pursuant to 15 U.S.C. §§1116, and 1121 and 28 U.S.C. §§ 1331 and 1367.

6. Venue is proper pursuant to 28 U.S.C. § 1391(b).

Background

Dr. Greene and The Collaborative Problem Solving Approach

7. Dr. Greene received his doctorate in clinical psychology from Virginia Polytechnic Institute (“Virginia Tech”) in 1989. His pre-doctoral training included an internship at the Children’s National Medical Center, which is part of the George Washington University Medical

Center in Washington, D.C. Dr. Greene remained at Virginia Tech after completing his doctorate, becoming an adjunct professor of clinical psychology, where among other things, he created and directed a clinic specializing in the assessment and treatment of children with attention deficit/hyperactivity disorder (“ADHD”), and began, as a sole proprietor, providing workshops on ADHD for parents, educators, and mental health clinicians. He also began and maintained a small private practice specializing in the treatment of children and families.

8. For two years beginning in early 1992, Dr. Greene was an assistant professor and staff psychologist in the Department of Psychiatry and Pediatrics at the University of Massachusetts Medical Center. At the same time, Dr. Greene, as a sole proprietor, expanded his workshops and speaking engagements on ADHD and began speaking nationally about the behavioral challenges, school difficulties, and social impairments associated with the disorder. The speaking engagements were conducted solely by Dr. Greene. Over time, Dr. Greene increasingly focused on the aggressive, explosive behaviors often manifested in children with ADHD, and included as part of his presentations a description of the innovative psychosocial treatment model he developed to treat such behaviors. He began extending his model to other clinical populations, including youth diagnosed with oppositional defiant disorder (“ODD”), conduct disorder (“CD”), mood disorders including depression and bipolar disorder, and autism spectrum disorders, such as non-verbal learning disability and Asperger’s disorder.

9. In or about 1993, Dr. Greene created the treatment model that became known as the Collaborative Problem Solving Approach (the “CPSA”), a term created by Dr. Greene to designate his particular model. The CPSA resulted from an aggregation of Dr. Greene’s education, training and clinical experience. The CPSA, as originally designed by Dr. Greene and as applied today, includes a variety of innovative approaches to children with behavioral

disorders, including but not limited to employing a combination of empathy, problem identification and problem solving that involves the child and adult caregivers in ways that understand and incorporate the unique limitations of children with ADHD and the other disorders to which the CPSA applies.

10. In July 1993, Dr. Greene became an instructor and researcher at Harvard Medical School. He also began working part-time at Massachusetts General Hospital (“MGH”), using the previously-developed CPSA as part of the outpatient therapy services he provided primarily for children. In addition, Dr. Greene opened a private therapy practice in which he treated children with social, emotional, and behavioral challenges, and their families, using the CPSA. Dr. Greene’s private practice, which continues to this day, was and remains unaffiliated with any medical or educational institution.

11. In 1996, Dr. Greene received funding from the United States Department of Education to study student-teacher compatibility at the University of Massachusetts/Boston’s Center for Social Development and Education (“UMB”). The proceeds from this grant were paid to UMB and distributed to Dr. Greene for salary and expenses.

Dr. Greene, the CPSA and “The Explosive Child”

12. By 1996, Dr. Greene’s workshops began focusing almost exclusively on his novel conceptualization of children with social, emotional, and behavioral challenges and the CPSA treatment approach. Dr. Greene also continued to use and refine the CPSA in his private practice and in the workshops he presented.

13. Believing that the CPSA presented an opportunity to assist, on a wider scale, parents and educators of children with social, emotional, and behavioral challenges, as well as the practitioners treating those children, Dr. Greene decided to write his first book about his

method. On or about January 29, 1997, Dr. Greene signed a book publishing contract with Harper Collins publishers for the publication of a book to be called *The Explosive Child: A New Approach for Understanding and Parenting Easily Frustrated, Chronically Inflexible Children* (“*The Explosive Child*”). The anticipated and eventual content of the book included a description of the cognitive skills often found to be absent in challenging children, an explanation of why standard behavior management strategies may be ineffective in reducing their challenging behaviors, and a description of how to implement the CPSA.

14. The first manuscript of *The Explosive Child* was completed in or about early 1998, having been written and revised by Dr. Greene at night and on weekends and entirely outside the scope of his work with MGH. On January 20, 1998, Dr. Greene registered the domain name “explosivechild.com,” identifying himself as the registrant/owner, of the domain. Coinciding with the release of the book in the fall of 1998, Dr. Greene launched his website at “explosivechild.com”. The web site included content from the book, and promoted itself as a site where parents and educators who were interested in the book and the CPSA could learn more about both.

15. *The Explosive Child* was published on September 4, 1998. On October 5, 1998, the copyright for *The Explosive Child* was registered with the U.S. Copyright Office. It listed Dr. Greene as the sole author and owner of the copyright.

16. Prior to and for many years since the registration of the copyright for *The Explosive Child* MGH has been aware of the publication and sale of *The Explosive Child*. Nevertheless, MGH has never inquired about, discussed or objected to the registration of the copyright by Dr. Greene and has never sought a portion of any royalties arising from sales of the book.

17. Following the publication of *The Explosive Child*, Dr. Greene made dozens of media appearances, including appearances on The Oprah Show, DatelineNBC and Good Morning America, to discuss and promote *The Explosive Child* and the CPSA. He continued his national and international speaking engagements, and published several scholarly papers on the CPSA. A second edition of *The Explosive Child* was published on December 27, 2000, and a third edition on September 1, 2005; both revised editions contained various updates to the CPSA model, all of them developed by Dr. Greene. A fourth and further updated edition is due to be published later in 2009. Dr. Greene was and remains the sole author of the revised editions, which were and will be copyrighted in Dr. Greene's name alone.

18. In connection with his promotion and use of the book and the CPSA, neither of which were created in connection with MGH, Dr. Greene prepared and filed an application on October 10, 2001 to register the name "Collaborative Problem Solving Approach" as a service mark in the Supplemental Register of the U.S. Patent and Trademark Office ("USPTO"). The service mark was registered in the Supplemental Register, identifying Dr. Greene as the owner, on July 9, 2002. On February 15, 2008, Dr. Greene prepared and filed applications to register the names "Collaborative Problem Solving" and the "Collaborative Problem Solving Approach" in the Principal Register of the USPTO (collectively the "Greene Marks"). Again, the Greene Marks were created by Dr. Greene independently of any work with MGH.

19. MGH, upon information and belief and by and through its employees, was aware of Dr. Greene's registration of the Greene Marks during the period July 2002 to February 2008. Despite this awareness, MGH did not, at any time between July 2002 and March 2008, discuss, inquire about or notify Dr. Greene of its alleged ownership rights in and to the Greene Marks or object to the registration of the Greene Marks in Dr. Greene's name or his use of those marks.

Dr. Greene, Dr. Ablon and The Center For Collaborative Problem Solving, Inc.

20. By the late 1990s, Dr. Greene was spending an average of one day per week speaking on the topic of treating challenging children and the CPSA, using the model in his treatment of children and families in his private practice, and training psychiatry residents and psychology interns in the model in his supervisory duties at MGH.

21. Dr. Greene's first contact with Dr. Ablon occurred in 1998 when Dr. Ablon was a trainee in the psychology internship program at MGH and Dr. Greene was one of his supervisors. MGH fostered an institutional culture in which more senior practitioners were expected to assist less senior members in the development of their professional careers. This culture was particularly evidenced in the Department of Psychiatry at MGH.

22. As a trainee, Dr. Ablon demonstrated interest in and enthusiasm for the CPSA and inquired about the possibility of working more closely with Dr. Greene. Consistent with both academic tradition and the prevailing culture at MGH, he began mentoring Dr. Ablon more closely and providing substantial assistance in helping Dr. Ablon to develop his professional career. In order to render Dr. Ablon's interest in the CPSA more viable, Dr. Greene also began to include Dr. Ablon in substantial and lucrative professional opportunities which Dr. Ablon could not develop independently. These opportunities involved and were associated with Dr. Greene's work in disseminating the CPSA. Dr. Ablon initially expressed gratitude for the mentoring and opportunities Dr. Greene was generously providing. He acknowledged that the CPSA was Dr. Greene's work, that Dr. Greene possessed numerous copyrights, trademarks, and other intellectual property rights and legal interests in trademarks, creative works, and business opportunities he had by that time spent years developing, and agreed to work with Dr. Greene to assist him in disseminating the CPSA to its relevant constituencies.

23. Over time, Dr. Greene and Dr. Ablon developed a business relationship focused upon and directed at dissemination of the CPSA, through research and publication of studies and scholarly articles, media and promotional appearances, book publication, and conducting workshops and seminars. Dissemination of the CPSA also included work funded by grants and implementation of the model in specific public settings, including schools and school systems. Entities contracting for implementation of the model in these institutional settings would pay directly for the work.

24. The business relationship between Dr. Greene and Dr. Ablon was founded upon the facts that Dr. Greene had conceived of and created the CPSA, that the CPSA concept was articulated in *The Explosive Child*, and that Dr. Greene owned and controlled all the intellectual property rights associated with his creation. Because Dr. Greene created the CPSA, only Dr. Greene was competent and qualified to modify and develop it. Dr. Ablon's professional role would be limited to essentially that of a junior colleague, taking direction from Dr. Greene with respect to, among other things, research involving the CPSA, application of the CPSA to particular contexts, the content of any training seminars or workshops involving the CPSA, the use of any seminar or workshop materials involving the CPSA, and any representations to be made regarding the CPSA itself. Dr. Ablon was delegated certain responsibilities with respect to the dissemination of the CPSA and for that work received a share in the revenue, income, and professional recognition that resulted from the successful dissemination of the model.

25. The relationship never included any reasonable expectation that Dr. Ablon would someday share equally in all the intellectual property rights, business interests and professional notoriety associated with the CPSA or that he would ever become qualified to develop, modify, or interpret the model on his own. Dr. Ablon's relationship with Dr. Greene created far more

opportunities than Dr. Ablon otherwise would have had and he enthusiastically accepted his defined role in the relationship, at first.

26. In order to help Dr. Ablon develop his own practice, Dr. Greene invited Dr. Ablon to begin treating patients who had been referred to Dr. Greene in an independent private practice housed in the same office suite as Dr. Greene's in Wayland, Massachusetts. Over time, Dr. Ablon became more interested in assisting Dr. Greene in his work disseminating the CPSA. Dr. Greene agreed to include Dr. Ablon in this work and began providing referrals to Dr. Ablon for speaking engagements. Dr. Greene also began instructing Dr. Ablon in the presentation of workshops on various aspects of the CPSA and began permitting Dr. Ablon to conduct workshops. In connection with these speaking engagements Dr. Greene provided Dr. Ablon with many workshop materials, including but not limited to PowerPoint slides and workshop handouts. At the time Dr. Greene provided these materials to Dr. Ablon, there was no question that the content was substantially derived from Dr. Greene's copywritten works, including but not limited to *The Explosive Child*, and that Dr. Greene was only providing those materials to Dr. Ablon as part of his agreed upon work, approved by Dr. Greene in advance, in disseminating the CPSA. It was also understood that provision of these materials did not constitute the assignment, transfer or impairment of Dr. Greene's trademark, copyright or other intellectual property rights.

27. In 1997, Dr. Greene and two business partners formed a corporation called Blue Moon Seminars. The purpose of this corporation was to sponsor Dr. Greene and other speakers in workshops throughout North America. In 2001, in response to a significant demand for more intensive training in the CPSA, Blue Moon Seminars sponsored its first advanced training series on the CPSA, and Dr. Greene invited Dr. Ablon to participate. Dr. Greene was responsible for all of the content of this advanced training and oversaw the format of the training.

28. Dr. Greene also conceived of a variety of assessment materials and instruments for use in the application of the CPSA. These materials, including but not limited to the *Pathways Inventory* and the *CPS Plan*, were reduced to writing by Dr. Greene and he obtained then and retains now all copyrights to those materials (the “Greene CPSA Materials”).

29. In early 2002, Dr. Greene decided to write a book describing the CPSA for mental health professionals. The book was to be based on the concepts expressed in *The Explosive Child* and would include portions of that text, with some modifications to accommodate and focus upon the professionals to whom it would be directed. Dr. Greene invited Dr. Ablon to assist with this new book. Dr. Ablon represented to Dr. Greene that he had the writing talent, the dedication, and the skill necessary to make a substantial contribution to the book. He acknowledged that his contribution would be based upon and derivative of Dr. Greene’s work in developing the CPSA and as described in *The Explosive Child* and that Dr. Greene would at all times retain his copyright interests and all other proprietary rights in all his other works, creations, materials, and treatment models. Believing that Dr. Ablon would make substantive contributions to the new work and further relying on Dr. Ablon’s acknowledgement that the content of this book would be based upon and entirely derivative of Dr. Greene’s earlier copywritten work, Dr. Greene agreed to have the publisher of this book list Dr. Ablon as a co-author. They further agreed to evenly divide the royalties from this book.

30. On or about April 17, 2002, Drs. Greene and Dr. Ablon signed a publishing contract with Guilford Publications (the “Guilford Contract” and “Guilford”, respectively) for a book to be entitled *Treating Explosive Kids: The Collaborative Problem Solving Approach* (“*Treating Explosive Kids*”). Guilford drafted the contract listing Dr. Greene and Dr. Ablon as co-authors.

31. His representations to the contrary notwithstanding, Dr. Ablon proved entirely unable to meaningfully participate in the drafting of *Treating Explosive Kids*. After significant delay, Dr. Ablon, rather than delivering an acceptable manuscript, delivered to Dr. Greene an “attempt” at only one chapter. Dr. Greene reviewed the submission and sent it to the agent in New York who represented him and Dr. Ablon and who assisted them with the Guilford Contract. The agent called Dr. Greene and informed him that Dr. Ablon's work was so far below an acceptable standard for a work of this type, so poorly written, and so clearly inadequate that the book would not and could not be published if he remained significantly involved. She said to Dr. Greene “YOU have to write this book.”

32. Indeed, the draft provided by Dr. Ablon was poorly written, lacked focus, and did not accurately represent the CPSA. Worse still, it was clear that Dr. Ablon entirely misrepresented to Dr. Greene his skill level, his dedication to the project, and that he possessed the experience necessary to contribute to the project. The submission established that Dr. Ablon did not have the writing skills, focus or dedication necessary to contribute to the project and that he was and would continue to be unable to contribute. Dr. Greene discarded most of Dr. Ablon's work and thereafter to write the book himself. Dr. Greene, as the sole contact with the editor at Guilford, oversaw all editorial revisions and was solely responsible for the revisions to the book. Dr. Ablon made no additional contributions to this work after his initial submission.

33. By the time *Treating Explosive Kids* was published on October 18, 2005, Dr. Ablon's actual contribution to the work was less than fifteen pages in a work of 226 pages of text. Had Dr. Ablon truthfully disclosed his skill limitations and the fact that he could not or would not be devoting the time and effort necessary to make a viable and substantive

contribution to the work to Dr. Greene, Dr. Greene would not have co-authored the book with Dr. Ablon or registered Dr. Ablon as co-owner of the copyright of the work.

34. The book actually published by Guilford was entirely different than the one Guilford, Dr. Greene, and Dr. Ablon agreed to write and publish at the time the Guilford Contract was signed. The work as originally conceived was anticipated to be a genuine work of co-authorship by Drs. Greene and Ablon. The work that was actually published was authored solely and exclusively by Dr. Greene, with, at best, a *de minimis* “contribution” by Dr. Ablon.

35. Representatives of MGH have, upon information and belief, been aware of the publication of *Treating Explosive Kids* by Dr. Greene since the 2005 publication date. Between 2005 and the present, MGH has never inquired about, discussed or notified Dr. Greene of its alleged ownership of the copyrights to *Treating Explosive Kids*.

36. In August 2002, Drs. Greene and Ablon formed CPS Clinic, Inc. (the “CPS Clinic”), as the entity through and under which they would operate a growing therapy practice and organize and promote the CPSA. CPS Clinic was independent of and not affiliated in any way with MGH. Although not reflective of their relative contributions of intellectual property and income to Clinic, Dr. Greene agreed to split the allocation of stock in this entity equally and to permit Dr. Ablon to be a Director. Dr. Greene also agreed that Dr. Ablon would be the Treasurer and Clerk of the corporation. After CPS Clinic was formed, Dr. Greene began re-directing the income from his private practice to CPS Clinic. Dr. Ablon agreed to do so as well.

37. On January 15, 2003, Drs. Greene and Ablon agreed to operate a newly formed non-profit program called the Collaborative Problem Solving Institute (the “Institute”) within MGH’s Department of Psychiatry. The Institute was created administratively within MGH but was never formally organized. The goals of the Institute were never formally articulated beyond

the fact that it would assist, as Drs. Greene and Ablon working together saw fit and subject to Dr. Greene's permission and control, in disseminating the CPSA. The Institute was neither funded nor operated by MGH and there was no written agreement between MGH and Drs. Greene and Ablon regarding their participation in or the activities of the Institute. A small start up loan from MGH to the Institute was quickly and completely repaid with Dr. Greene's personal funds.

38. On January 23, 2003, the Center for Collaborative Problem Solving, Inc. ("CCPSI") was formed by Drs. Greene and Ablon and was intended by them to be the substitute for CPS Clinic. The primary reasons for creating CCPSI were the continuation of CPS Clinic's business, that the new name better reflected the overarching theme and approach of the business, and its intensified focus on the CPSA. Again Dr. Greene agreed to share equally with Dr. Ablon the company's stock, and that he and Dr. Greene would be the company's only two Directors. They also agreed to split equally the profits generated by the Company. CPS Clinic, which essentially ceased operations in early 2006, was dissolved in 2007. CCPSI derived most of its income from consultation services and summer advanced training seminars. At all times CCPSI has been entirely independent of and unaffiliated with MGH.

39. Between 2002 and 2007, CCPSI was the primary entity disseminating the CPSA. Dr. Ablon assumed responsibility for administrative oversight and certain dissemination activities; Dr. Greene continued in his role as primary author on published works and directed and supervised the evolution of the CPSA, which included the development of various assessment instruments central to the model. Assessment instruments known as the *Pathways Inventory* and the *CPS Plan* were developed by Dr. Greene outside the scope of any relationship that may have existed by and between Dr. Greene and MGH during this time. He licensed his copyrights in these works and their use to CCPSI. Dr. Greene also continued in his role as the

major source of income-generating projects and revenue associated with dissemination of the CPSA. A majority of the revenue generated by CCPSI resulted from Dr. Greene's work and activities. CCPSI generated profits, which were divided equally between Drs. Greene and Ablon.

Dr. Ablon's Scheme

40. The publication of *Treating Explosive Kids* had the anticipated positive impact on Dr. Ablon's career. With the enhanced credibility regarding CPSA that the co-authorship designation provided, Dr. Ablon soon experienced an increased ability to disseminate the CPSA. Dr. Greene permitted him to expand his responsibilities, to engage in more workshop activities, and to solicit revenue-producing projects for CCPSI.

41. As Dr. Greene subsequently learned, Dr. Ablon's loyalty to their business relationship, his appreciation for the professional and financial mentoring which Dr. Greene had been generously providing to Dr. Ablon for years, and his willingness to honor his fiduciary obligations to CCPSI, quickly dissolved in the months following publication of *Treating Explosive Kids*. By 2006, Dr. Ablon had conceived of and had begun engaging in a calculated, methodical, and wrongful scheme to appropriate Dr. Greene's life's work, including the CPSA, his trademarks and his prior copywritten works, along with trademarks and business opportunities belonging to CCPSI, for Dr. Ablon's own, exclusive financial and professional benefit. Some or all of this scheme was aided by and with the knowledge of MGH.

42. Although Dr. Ablon could have discontinued his relationship with Dr. Greene and developed his own, original and independent treatment model, he chose instead to misappropriate Dr. Greene's work and assets, and those of CCPSI, because the CPSA was an

evidence based model. Treatment models of this type had to be evidence based in order to be regarded as legitimate, and in order to be marketable to their appropriate constituencies. The CPSA took ten years of evidence based foundation. Dr. Ablon would have had to spend that much time to develop an original model of his own. Rather than invest the time and effort necessary to create a legitimate treatment model of his own after terminating his association with Dr. Greene, it was faster, and far more lucrative, to simply misappropriate CPSA as his own.

43. In order to successfully misappropriate the property and assets of Dr. Greene and CCPSI, Dr. Ablon realized that he needed three things: his name on a recognized book pertaining to the CPSA, an organization with an existing and recognized affiliation with CPSA and a promotion to an Associate Professor position within MGH. He already had the book credit and his association with the Institute. He began the process of applying for the Associate Professor's position at MGH.

44. Dr. Ablon's misappropriation scheme had the following components. First, he surreptitiously began representing Dr. Greene's materials and copywritten content as his own or, with the permission and assistance of MGH, as the work of the Institute, including, *inter alia*, removing attribution language identifying Dr. Greene as the author of the materials on workshop slides and handouts to create the false impression that those materials had been originated by Dr. Ablon, and using the Greene CPSA Materials in a such a manner as to create the impression that he was the originator of those materials. With MGH's permission and authority, Dr. Ablon also assumed primary oversight of the activities of the Institute, failing to keep Dr. Greene informed of important developments, and misrepresenting the origin of their professional relationship to potential donors. Second, Dr. Ablon failed to inform Dr. Greene of potential business opportunities and secretly diverted business opportunities and assets to MGH and the Institute

with whom he would remain affiliated. Third, he began to represent through his work disseminating the CPSA that he was an author of the works which articulated the CPSA, including *The Explosive Child*, that the CPSA was now an equal creation of his and Dr. Greene's, and that he was independently qualified to develop, implement, and disseminate the model. Fourth, he covertly and without Dr. Greene's knowledge diverted paying workshop and seminar clients from Dr. Greene to himself. Finally, once he had sufficiently misappropriated Dr. Greene's intellectual property, taken advantage of his infringement of Dr. Greene's copyrights, and stolen business opportunities belonging to CCPSI and Dr. Greene, he feigned professional disagreements with Dr. Greene, dissolved all his business affiliations with Dr. Greene and worked with MGH to usurp and misappropriate Dr. Greene's works and rights therein.

45. Dr. Ablon knew in 2006 that Dr. Greene was entirely unaware of his scheme. He was therefore determined to preserve what was by now merely a façade of cooperation in order to obtain the maximum time to misappropriate Dr. Greene's intellectual property, business opportunities, and professional contacts. From this time until Dr. Greene's discovery of this conduct in the fall of 2008, Dr. Ablon feigned a continuing commitment to his business relationship with Dr. Greene while surreptitiously diverting corporate opportunities and revenue belonging to Dr. Greene and CCPSI to himself and MGH. As part of his scheme, Dr. Ablon also determined to periodically disagree with Dr. Greene on interpretative aspects of the CPSA in order to set the stage for a planned dissolution of the relationship in late 2007 or 2008.

Dr. Ablon Implements His Scheme

46. As early as 2002, Dr. Ablon began presenting CPSA workshops under Dr. Greene's supervision. Dr. Greene provided his PowerPoint slides and workshop materials to Dr.

Ablon for use in these workshops. The slides bore titles attributing the materials to Dr. Greene and Dr. Ablon as workshop “presenters”. Dr. Ablon requested Dr. Greene’s permission to remove Dr. Greene’s name from the titles of these slides and materials for workshops where Dr. Ablon would be the sole presenter. Dr. Greene agreed, believing that Dr. Ablon would include Dr. Greene’s copyright designation or other attribution in another location on these slides and materials. Dr. Ablon, as part of his artifice to defraud, surreptitiously and without Dr. Greene’s consent removed Dr. Greene’s name from the slide and material titles and did not include text attributing the works to Dr. Greene at any other location on the materials. Removal of Dr. Greene’s name without inclusion of alternate attribution language elsewhere was calculated to mislead workshop attendees that these works were created by Dr. Ablon and that Dr. Ablon was qualified to represent the CPSA independently. Dr. Ablon used these altered slides without Dr. Greene’s knowledge or consent on multiple occasions thereafter and, upon information and belief, continues to use these slides or slides containing content substantially derived from them through the present day. Dr. Greene did not discover Dr. Ablon’s use of these altered slides until August 2008.

47. In 2006, with the permission of Drs. Ablon and Greene the Institute rebranded itself as “Think:Kids.” The idea for a “Think:Kids” brand was conceived by Drs. Greene and Ablon in connection with the business purposes of CCPSI. Drs. Greene and Ablon agreed that the trademarks “Think:Kids” and “Think:Kids Rethinking Challenging Kids” should and would be registered as trademarks belonging to CCPSI. MGH and the Institute were permitted to use the marks as long as their activities were consistent with CCPSI’s objectives and as long as they had CCPSI’s permission to use the Marks. The parties did not execute a written license granting

to MGH and the Institute a perpetual license to use “Think:Kids” and no such license was granted by inference or implication.

48. On February 12, 2007, CCPSI filed an application to register the service mark “Think:Kids: Rethinking Challenging Kids” with the USPTO. On May 17, 2007, CCPSI filed an application to register the service mark “Think:Kids” with the USPTO (collectively with “Think:Kids: Rethinking Challenging Kids” the “CCPSI Marks”). MGH did not object to this filing and did not seek a license from CCPSI. MGH also did not inform either Dr. Greene or Dr. Ablon that MGH considered its use of the marks in connection with the Institute, which occurred only with CCPSI’s permission, as a basis for eventually claiming ownership of those marks.

49. In November 2006, Dr. Ablon registered the domain name “thinkchildren.org” in his own name and did not disclose this to Dr. Greene, even as the two were engaged in securing trademark registration of the CCPSI Marks.

50. In 2007, Dr. Greene became aware of an opportunity to implement the CPSA on a wide scale in the mental health systems of Oregon (the “Oregon Project”). He delegated development of this opportunity to Dr. Ablon. As with the many other business opportunities developed by Dr. Greene, this one was to be developed as a CCPSI project and all revenue and/or follow up opportunities generated by the Oregon Project were to belong to the corporation.

51. Dr. Ablon was quick to accept the delegation of this opportunity but, unbeknownst to Dr. Greene, Dr. Ablon intended to divert this opportunity to MGH and the Institute. In furtherance of his disloyalty to CCPSI, Dr. Ablon contacted dozens of different donor and similar funding organizations to secure funding for this program as if it were to be delivered by a non-profit organization such as the Institute. Dr. Ablon was intentionally vague

and unresponsive when Dr. Greene inquired about the status of the Oregon Project in the subsequent months. In the fall of 2008, Dr. Ablon informed Dr. Greene that the Oregon Project was being channeled to Think:Kids, control of which had been effectively usurped by Dr. Ablon and MGH, and MGH, not to CCPSI. When Dr. Greene asked why, Dr. Ablon falsely stated that the grants required that the program be run through a non-profit organization and therefore the Project had to be channeled through Think:Kids and MGH. Dr. Greene then asked Dr. Ablon to provide him with the relevant grant requirements for verification. In response, Dr. Ablon changed his story, admitting instead that the grant requirement did not require the use of a non-profit organization and that he “felt” it would be “better” if the program were directed to MGH. Dr. Greene informed Dr. Ablon that Ablon had wrongfully and without authorization diverted the Oregon Project away from CCPSI. Dr. Ablon refused to correct the situation and continues to benefit from the misappropriation of this opportunity to Think:Kids and MGH.

52. Upon information and belief, Dr. Ablon began conspiring in 2008 with MGH to take control of the Institute and Think:Kids and to direct all intellectual property and business opportunities he could misappropriate to MGH and Think:Kids. The seizure of control of Think:Kids by Dr. Ablon and MGH was timed to coincide with Ablon’s dissolution of his business relationships with Dr. Greene. It was accomplished by presenting Dr. Greene with a set of conditions for his continued involvement with Think:Kids which Dr. Greene would certainly reject.

53. In early 2005, Dr. Greene conceived of a new book, ultimately called *Lost At School*, in which he sought to focus the CPSA in the school environment. Dr. Greene informed Dr. Ablon about the new book and that Dr. Ablon would not be permitted to participate in

writing the new work. On or about September 10, 2007, Drs. Greene and Dr. Ablon agreed in writing that Dr. Ablon would not be listed as an author of or contributor to *Lost At School*.

54. On or about September 14, 2007, Dr. Greene signed a publishing contract with Simon & Schuster for the publication and distribution of "*Lost At School*." *Lost At School*, a guide for families and educators through the use of the CPSA in and for school settings, was written exclusively by Dr. Greene, was substantially derived from *The Explosive Child* and included then-current revisions to *The Explosive Child* and the CPSA. This work was first published on October 21, 2008. On October 31, 2008, the copyright for *Lost At School* was registered with the U.S. Copyright Office under Dr. Greene's name.

55. In connection with the publication of *Lost At School*, Dr. Greene registered the domain name "lostatschool.org" on February 14, 2008. As he did with *The Explosive Child*, Dr. Greene developed a website for *Lost At School* as a source of information and direction about the new book. The *Lost At School* website, lostatschool.org, was launched shortly thereafter.

56. In the fall of 2007, Dr. Ablon began to promote Think:Kids by making representations to clients and professional colleagues regarding the program's accomplishments. Those representations were false because the accomplishments Dr. Ablon was representing as belonging to Think:Kids in fact were the accomplishments of CCPSI. Dr. Greene objected to Dr. Ablon about the latter's representations regarding Think:Kids. Dr. Ablon continued to make these false representations and to indicate that he considered this disagreement to constitute "professional differences". Dr. Greene responded to these statements by informing Dr. Ablon that he believed the representations in the context in which Dr. Ablon was making them to be unethical and that he would not endorse any such statements.

57. In August 2008, MGH suddenly informed Drs. Greene and Dr. Ablon that, in order to continue their involvement in Think:Kids, they would have to dissolve CCPSI and bring all of its operations into MGH. MGH's Chief of Psychiatry, Jerrold Rosenbaum, informed Dr. Greene for the first time that Dr. Greene would have to surrender all his intellectual property rights in CPSA and its related models and intellectual oversight over the CPSA as well. MGH had never indicated prior to this time, and no document or other agreement was ever presented substantiating that Dr. Greene's association with the Institute or MGH would require him to surrender the intellectual property and intellectual oversight of his life's work to MGH. Dr. Greene rejected this proposal. Dr. Greene eventually learned that Dr. Ablon had accepted MGH's proposal and that he had been appointed Director of Think:Kids.

58. Dr. Ablon's surreptitious attempts to divert business opportunities and corporate assets away from Dr. Greene and CCPSI and exclusively to himself and MGH intensified in 2008. Dr. Greene and Dr. Ablon had created a website called CCPSInfo.org to organize interest in CPSA workshops. In addition to scheduling workshops, potential clients could, by clicking a button, select whether they wanted Dr. Ablon or Dr. Greene to run the workshop. Clients with no preference could click "either". Dr. Greene and Dr. Ablon had an agreement regarding the manner in which clients sending email expressing interest in CPSA workshops would be handled. Since the vast majority of the workshop requests were for Dr. Greene, email notifications from clients seeking workshops were sent from the web site to CPStraining@gmail.com, an email address which Dr. Greene oversaw. Dr. Greene and Dr. Ablon had an agreement that Dr. Greene would forward all requests seeking Dr. Ablon's workshop participation to him. Dr. Greene would of course keep those requests that sought him, and requests listing "either" could, in Dr. Greene's sole discretion, be retained either by him or

forwarded to Dr. Ablon. At this time, Dr. Ablon was fielding requests from parents for psychotherapy services through this website and those requests were sent from the website to CPSclinic@gmail.com, an email address under Dr. Ablon's control.

59. In July, 2008, Dr. Ablon contacted the webmaster for this website and instructed him to change the email notification protocols so that all requests listing "either" for the presenter were also sent to CPSclinic@gmail.com, and further directing the webmaster that because he, Dr. Ablon, was an officer of CCPSI, no changes to the website were to be made in the future without his knowledge and consent. Dr. Ablon did not inform Dr. Greene of this change to the website email notification protocols. Dr. Ablon thereafter began responding to the workshop requests listing "either" directly, on his own behalf, and unbeknownst to Dr. Greene.

60. In the fall of 2008, Dr. Ablon provided consulting services on behalf of the Center to an organization in Ottawa, Canada, for which he received approximately \$14,000.00. He did not deliver the funds to CCPSI and, instead, retained control over those funds by placing them in a bank account over which CCPSI had no control.

61. In the fall of 2008, Dr. Greene learned for the first time that Dr. Ablon had on multiple occasions distributed promotional and related material regarding the CPSA and one or more of the books authored by Dr. Greene to existing and potential CCPSI clients without any attribution to Dr. Greene, intentionally creating the impression that Dr. Ablon was the creator of the CPSA and the owner of the intellectual property that describes and discusses the CPSA.

62. In the summer of 2008, Dr. Greene first learned of Dr. Ablon's scheme and informed Dr. Ablon that Dr. Greene would be retaining counsel. Despite a brief attempt to reconcile, the parties agreed that CCPSI was now in a state of irretrievable deadlock.

63. Dr. Greene also became aware of materials promoting Dr. Ablon's workshops in which Dr. Ablon claimed to be the author of *The Explosive Child*, to have appeared on *The Oprah Show* and *Dateline NBC*, to have been the founder of CCPSI, and claiming that Think:Kids trains 20,000 people annually in the CPSA, all completely false and misleading claims calculated to misrepresent Dr. Greene's work as his own. He also learned that Dr. Ablon had been misleading donors as to the origin of his professional relationship with Dr. Greene, implying that Dr. Ablon had not initially been Dr. Greene's trainee at MGH.

64. Dr. Ablon has, since at least November 2008, failed to contribute any revenue-producing activities to CCPSI. He has not brought any further projects to CCPSI, nor has he worked to further the business interests of the company. The only revenue actually received by CCPSI from Dr. Ablon since November 2008 has been generated by projects which Dr. Greene has overseen. All such revenue generated since November 2008, has been used to pay CCPSI expenses. As a consequence, Dr. Greene has not received any compensation from CCPSI, compensation which he would have received had Dr. Ablon elected to adhere to his obligations to CCPSI and had Dr. Ablon continued to solicit projects and clients in furtherance of the business activities of CCPSI.

65. Because Dr. Greene and Dr. Ablon are not in agreement as to how CCPSI should proceed, CCPSI has not, at any time, authorized the transfer, assignment, or license of any of the trademarks or other intellectual property belonging to it to any other person or entity, nor has it authorized Dr. Ablon to do so.

66. In or about November 2008, Dr. Ablon, through his counsel, requested a Special Meeting of CCPSI's shareholders to discuss dissolution. The parties were unable to resolve their differences at this meeting or in subsequent communications.

67. Since November 2008, Dr. Ablon, knowing that CCPSI owns the Think:Kids marks, has continued to allow and permit MGH to use the marks, upon information and belief, royalty free, and to retain for his and MGH's benefit all income derived from exploitation of those marks by himself and MGH. He has failed to account to CCPSI for any revenue obtained as a result of the exploitation of the marks and has permitted MGH and the Institute to openly and actively compete with CCPSI, using CCPSI's own marks.

68. In November 2008, Dr. Ablon resigned as an employee of CCPSI. He did not, however, resign as Director, Treasurer, or Secretary of the corporation.

69. On January 15, 2009, MGH terminated Dr. Greene's employment. Dr. Ablon remains associated with MGH and Think:Kids. He has continued to participate with MGH in the promotion and operation of the Think:Kids project. At his direction and under his control, Think:Kids has also used and continues to use the copywritten material and trademarks belonging to Dr. Greene and CCPSI, and/or material substantially derived from Dr. Greene's copywritten material, frequently without Dr. Greene's knowledge, and always without his consent.

70. On January 15, 2009, the same day MGH terminated Dr. Greene's employment and his association with the Institute/Think:Kids, Dr. Ablon arranged for the Think:Kids website to announce that "we [Think:Kids] have revised" the *Pathways Inventory*. The *Pathways Inventory* was and is a work created by Dr. Greene for which Dr. Greene holds the copyright. Neither Dr. Ablon, MGH, nor Think:Kids have ever had any right to revise or modify this work. The website went on to say that the *Pathways Inventory* assessment instrument was now being implemented in a different manner, implying that the changes were part of the CPSA and articulated and developed by Dr. Greene. This announcement, before any of the CCPSI or

Think:Kids clients or donors knew that Dr. Greene was no longer associated with Think:Kids, was intended to and did in fact confuse scores of clients into believing that changes to these assessment instruments were endorsed and approved by Dr. Greene when in fact they were not. It also infringed upon Dr. Greene's copyright.

71. Since November 2008, Dr. Ablon has intentionally continued to solicit CCPSI clients for workshops run exclusively by him, MGH and Think:Kids – workshops which utilize, upon information and belief, the CPSA and content identical to or substantially derived from *The Explosive Child*. He has repeatedly and consistently sent or caused to be sent email to CCPSI clients, donors, and funding sources which intentionally cause confusion in the marketplace as to whether the workshops, seminars and programs Dr. Ablon now runs, operates and promotes are associated with, approved, or endorsed by Dr. Greene. Scores of individuals, many of them clients of CCPSI, have contacted Dr. Greene to clarify whether email notices from Dr. Ablon regarding workshops, advanced training, and programs are the same workshops and programs run by Dr. Greene.

72. For example, on May 5, 2009, Dr. Ablon and MGH caused Think:Kids to email CCPSI customers and the general public with email advertising a “One-Day Think:Kids Parent Training”, which references “the acclaimed book, *Treating Explosive Kids: The Collaborative Problem Solving Approach*” with no attribution to Dr. Greene whatsoever, creating the impression that the workshops and the approach they will contain are the CPSA as articulated in *The Explosive Child*, a work for which Dr. Ablon has no copyright nor permission to use Dr. Greene's, and that they are associated with, endorsed by, and supervised by Dr. Greene.

73. Dr. Ablon and MGH continue to actively advertise and solicit clients for the CPSA Advanced Training Workshops without Dr. Greene's consent. These workshops were, until Dr. Ablon's unilateral decision to abandon his obligations to CCPSI, CCPSI activities.

74. Since his resignation as a CCPSI employee in November 2008, and his cessation of all activity on CCPSI's behalf, Dr. Ablon has conspired with MGH to continue to use the CCPSI Marks, knowing that his departure from CCPSI had terminated the business purposes of CCPSI which permitted MGH to use the marks. Dr. Ablon has promoted himself and the Institute by publicizing these marks, has advertised these marks in connection with activities he is undertaking on behalf of the Institute and MGH, and has used the marks to compete with CCPSI himself and through his association with MGH.

75. On May 26, 2009, Dr. Greene, in his capacity as CCPSI's President, revoked any informal permission MGH may have had to use the marks and informed Dr. Ablon that he too had no permission to use the CCPSI Marks.

76. Since resigning as a CCPSI employee in November 2008, the vast majority of Dr. Ablon's professional activities have involved the exploitation of the copyright of *Treating Explosive Kids*. Most of Dr. Ablon's income has been generated through the direct exploitation of that copyright. This income includes, but is not limited to, income from workshops on the CPSA, where Dr. Ablon uses his co-authorship of *Treating Explosive Kids* to attract paying workshop participants, and revenue from funding sources, grants, and individuals and institutions seeking the implementation of CPSA who elect to use Dr. Ablon due in large measure to his co-authorship of *Treating Explosive Kids*. Dr. Ablon has failed to account to Dr. Greene for the efforts he has undertaken in furtherance of his exploitation of this co-owned copyright, nor has

Dr. Ablon paid to Dr. Greene his ratable share of any and all such revenue he has derived from his exploitation of this copyright.

77. Since Dr. Ablon's resignation as a CCPSI employee in November 2008, the Institute has utilized, exclusively, Dr. Ablon's co-owned copyright in *Treating Explosive Kids* as the basis for its treatment model. Upon information and belief, all of the revenue of the Institute since November, 2008, has been derived from the exploitation by Dr. Ablon of his co-owned copyright for *Treating Explosive Kids*.

78. On or about May 27, 2009 and June 9, 2009, MGH filed Notices of Opposition to the registration of the Greene Marks with the USPTO. The sole basis for the opposition is the allegation that Dr. Greene is not the owner of the Greene Marks because the 2002 edition of the MGH Intellectual Property Policy, which post-dates the creation and use of the Greene Marks, states that trademarks created by members of the MGH staff in the course of their employment or affiliation with MGH; used to identify a service originating with or associated with MGH; or pertains to "significant" MGH activities. As MGH knows, the Greene Marks fit none of these criteria. MGH's sole purpose for filing its opposition to Dr. Greene's registration of the Greene Marks was to create negotiating leverage regarding the ownership of the Think:Kids trademark, which is owned by CCPSI.

79. As a consequence of Dr. Ablon's and MGH's conduct, income rightfully belonging to Dr. Greene has been diverted directly to Dr. Ablon. Projects which were within the business purposes of CCPSI, and which had historically been directed to CPSI, were diverted to other entities in which Dr. Ablon had a personal, financial, and professional interest. Dr. Greene's copyrights and trademarks have been intentionally and repeatedly infringed by Dr. Ablon and MGH, and the value of Dr. Greene's copyrights, trademarks reputation and good will

has been damaged and diminished as a direct consequence of Dr. Ablon's and MGH's unauthorized and illegal use of those copyrights and marks. Dr. Ablon and MGH continue to illegally and wrongfully divert corporate business opportunities away from Dr. Greene and CCPSI, illegally use the subject copyrights and trademarks, and to otherwise wrongfully and illegally compete with Dr. Greene, misrepresent the CPSA and Dr. Greene's model and its associated materials and instruments, and to falsely hold himself out as an owner and authorized practitioner of the CPSA. In addition, MGH is knowingly and wrongfully asserting rights in and to the Greene Marks and obstructing Dr. Greene's effort to register those marks when MGH does not, in fact or by operation of law, own or have a basis for preventing Dr. Greene from registering those marks.

Count I
(Copyright Infringement – 17 U.S.C. § 101 et seq.)

80. Dr. Greene incorporates by reference and realleges the allegations contained in paragraphs 1 through 79 above, as if specifically set forth herein.

81. Dr. Greene holds the valid and registered copyright for *The Explosive Child*.

82. Dr. Greene holds common law copyrights for the Greene CPSA Materials.

83. Dr. Ablon has used the content of *The Explosive Child* and the Greene CPSA Materials, including but not limited to the *Pathways Inventory* and the *CPS Plan*, and/or materials substantially derived from that work, without permission, without attribution, and wrongfully, in derogation of Dr. Greene's copyrights.

84. Dr. Ablon has conspired with MGH and the Institute to permit those entities to use the content of *The Explosive Child* and the Greene CPSA Materials, including but not limited to the *Pathways Inventory* and the *CPS Plan*, and/or materials substantially derived from that work, without permission, without attribution, and wrongfully, in derogation of Dr. Greene's

copyrights.

85. Dr. Ablon's reproduction and use, of the content of *The Explosive Child* and the Greene CPSA materials infringes upon Dr. Greene's valid and existing copyrights.

86. As a direct and proximate result of Dr. Ablon's intentional and deliberation infringement upon Dr. Greene's copyrights, Dr. Greene has incurred substantial damages.

Count II
(Copyright Infringement/Co-Authorship – 17 U.S.C. § 101 et seq.)

87. Dr. Greene incorporates by reference and realleges the allegations contained in paragraphs 1 through 86 above, as if specifically set forth herein.

88. Dr. Greene holds a valid and registered undivided interest in the copyright for *Treating Explosive Kids*, along with Dr. Ablon.

89. As a co-author of *Treating Explosive Kids*, Dr. Ablon's conduct, including but not limited to promoting the work as his own, promoting work derived by him without authorization of intellectual oversight of Dr. Greene as work endorsed by Dr. Greene, his work with Think:Kids and MGH referring to and including content and works derived from *Treating Explosive Kids*, representing and interpreting himself the content of the CPSA as described in *Treating Explosive Kids* to that work's natural and anticipated constituency, and exploiting the work for financial benefit entirely without consultation with Dr. Greene as to how to best exploit the work, have substantially damaged the value of Dr. Greene's copyright interest in the work.

90. As a direct and proximate result of Dr. Ablon's intentional and deliberate exploitation of the joint copyright held by he and Dr. Greene, the value of Dr. Greene's interest in this copyright has been severely damaged, and Dr. Greene has incurred substantial damages.

Count III
(Accounting/Co-Owned Copyright – 17 U.S.C. § 101 et seq.)

91. Dr. Greene incorporates by reference and realleges the allegations contained in paragraphs 1 through 90 above, as if specifically set forth herein.

92. Dr. Greene holds the valid and registered copyright for *Treating Explosive Kids*.

93. As co-owner of the copyright for *Treating Explosive Kids*, Dr. Greene is entitled, as a matter of law, to a full and complete accounting for all revenue generated by Dr. Ablon as a result of his exploitation of the copyright, and an accounting as to each and every action he has taken in connection with his exploitation of the copyright.

94. As co-owner of the copyright for *Treating Explosive Kids*, Dr. Greene is entitled to his ratable share of all revenue generated by Dr. Ablon from his exploitation of the copyright.

95. Dr. Ablon has failed to account to Dr. Greene for revenue derived by him from his exploitation of the copyright.

96. Dr. Ablon has failed to pay to Dr. Greene his ratable share of revenue derived by him from his exploitation of the copyright.

97. Dr. Ablon's failure to both account to Dr. Greene for all efforts undertaken by him, to exploit the copyright, to account to Dr. Greene for all revenue derived from his exploitation of the copyright, and to pay Dr. Greene his ratable share of all such proceeds has cause Dr. Greene to incur damages.

Count IV
(Breach of Fiduciary Duty)

98. Dr. Greene incorporates by reference and realleges the allegations contained in paragraphs 1 through 97 above, as if specifically set forth herein.

99. Dr. Greene is a Director of CCPSI, its President, and owner of 50% of its stock.

100. Dr. Ablon is currently a Director of CCPSI, its Treasurer and Secretary, and the owner of 50% of its stock.

101. Drs. Greene and Ablon received equal compensation from revenue received by CCPSI.

102. Dr. Ablon, as a Director and Officer of CCPSI, owed a fiduciary duty to CCPSI and to Dr. Greene as the company's other Director and 50% shareholder, to advance the business interests of the company and to refrain from misappropriating business opportunities rightfully belonging to CCPSI for his own personal, professional, and/or financial benefit and/or for the benefit of persons or entities with whom he subsequently developed separate business interests.

103. By misappropriating CCPSI assets and business opportunities, while still employed by CCPSI as an Officer and while still serving as a CCPSI Director, Dr. Ablon has violated his fiduciary duties to CCPSI and to Dr. Greene. This conduct includes, but is not limited to:

- (a) Intentionally diverting CCPSI business opportunities, including the Oregon Project for himself and other entities solely for the purpose of benefiting himself financially and enhancing his own professional reputation;
- (b) Associating himself with MGH and competing with CCPSI for the very same clients that are CCPSI's revenue sources and misappropriating the CCPSI Marks for his own use and the use of MGH;
- (c) Intentionally disseminating email and other communications to CCPSI clients to confuse them into concluding that programs, workshops, and seminars run through his new business association were CCPSI programs, workshops, and seminars;
- (d) Permitting other entities to use trademarks, other intellectual property, and confidential and proprietary information belonging to CCPSI outside the scope of his authority as company Treasurer and Secretary, without payment of royalties, without documented licensing

agreements, without obtaining proper corporate consent, and without disclosure to or consent from Dr. Greene;

- (e) Withholding information from the Dr. Greene pertaining to true status of the CCPSI business opportunities for which he had responsibility and which he had misappropriated; and
- (f) Redirecting CCPSI clients to his new business association without appropriate and honest disclosure of the true nature of his abandonment of the business undertaken by CCPSI and Dr. Greene.

104. As a direct and proximate result of Dr. Ablon's breach of his fiduciary duties to CCPSI, Dr. Greene has incurred substantial damages.

COUNT V
(Unjust Enrichment)

105. Dr. Greene incorporates by reference and realleges the allegations contained in paragraphs 1 through 104 above, as if specifically set forth herein.

106. Dr. Greene conferred a substantial and measurable benefit upon Dr. Ablon from 1998 through November, 2008, by providing Dr. Ablon with substantial career mentoring and exclusive access to Dr. Greene's client's, customers, advantageous business relationships, promotional and business training, and confidential and proprietary information concerning the development, dissemination of, and implementation of the CPSA.

107. Dr. Ablon at all times realized and appreciated the benefit conferred upon him by Dr. Greene's provision to Dr. Ablon of substantial career mentoring and exclusive access to Dr. Greene's client's, customers, advantageous business relationships, research techniques, promotional and business training, and confidential and proprietary information concerning the development, dissemination of, and implementation of the CPSA.

108. Dr. Greene conferred the benefit of the substantial career mentoring and exclusive access to Dr. Greene's client's, customers, advantageous business relationships, promotional and

business training, and confidential and proprietary information concerning the development, dissemination of, and implementation of the CPSA in reasonable and good faith reliance upon Dr. Ablon's statements that he was committed to their joint business and professional venture, that he would assist and support Dr. Greene, and that he would work in good faith to expand and disseminate Dr. Greene's model and the CPSA.

109. As a consequence of Dr. Ablon's surreptitious termination of this relationship, his intentional misappropriation of the CPSA and Dr. Greene's professional work and business contacts, after Dr. Ablon had extracted the benefit of the relationship and before Dr. Greene realized that Dr. Ablon no longer intended to act consistently with his stated commitment to Dr. Greene and their mutual professional and business venture, Dr. Ablon has been unjustly enriched.

110. It would be unjust for Dr. Ablon to retain the financial and professional benefit of the exclusive access Dr. Greene provided to his clients, sponsors, clinicians, mental health professionals, social workers, customers, and institutions interested in the CPSA, which Dr. Greene had provided to him.

COUNT VI
(Tortious Interference With Advantageous Business Relations)

111. Dr. Greene incorporates by reference and realleges the allegations contained in paragraphs 1 through 110 above, as if specifically set forth herein.

112. Dr. Greene maintains advantageous business relations with clients, donors, sponsors, clinicians, mental health professionals, social workers, customers, and institutions interested in the CPSA.

113. Dr. Ablon has at all relevant times been aware of Dr. Greene's advantageous business relations with clients, sponsors, clinicians, mental health professionals, social workers, customers, and institutions interested in the CPSA.

114. Dr. Ablon has, by improper means and for improper motive, tortiously interfered with Dr. Greene's advantageous business relations.

115. Dr. Ablon's tortious interference with Dr. Greene's advantageous business relations has actually and proximately caused Dr. Greene to incur damages.

Count VII
(Conversion)

116. Dr. Greene incorporates by reference and realleges the allegations contained in paragraphs 1 through 115 above, as if specifically set forth herein.

117. The copyrights for the CPSA, *The Explosive Child* and the Greene CPSA Materials were and are properties belonging to Dr. Greene.

118. Dr. Ablon has illegally, wrongfully, and without permission or authorization assumed and exercised the right of ownership over this Property for an indefinite period of time.

119. Dr. Ablon's unauthorized assumption and exercise of the right of ownership over this Property is unauthorized and to the exclusion of the rights of Dr. Greene.

120. As a result of Dr. Ablon's conduct, Dr. Greene has been damaged.

COUNT VIII
(Judicial Dissolution/CCPSI – M.G.L. c. 156D § 14.30 et seq.)

121. Dr. Greene incorporates by reference and realleges the allegations contained in paragraphs 1 through 120 above, as if specifically set forth herein.

122. The Center for Collaborative Problem, Inc. ("CCPSI") is a Massachusetts "Sub-Chapter S" corporation.

123. Dr. Greene is the holder of 50% of the shares of CCPSI, and is a shareholder holding not less than 40% of the total combined voting power of all the shares of CCPSI's stock outstanding and entitled to vote on the question of dissolution.

124. CCPSI has two Directors, Dr. Greene and the Defendant, Dr. Ablon.

125. CCPSI has two shareholders, each holding 50% of CCPSI's stock, Dr. Greene and the Defendant, Dr. Ablon.

126. Dr. Greene is CCPSI's President, and Dr. Ablon is CCPSI's Treasurer and Secretary.

127. Dr. Ablon has not participated in the business of CCPSI since November, 2008, has breached his fiduciary duties as a Director and Officer of CCPSI. Dr. Greene has brought claims against Dr. Ablon in the instant action.

128. The directors of CCPSI are deadlocked in the management of CCPSI's corporate affairs, the shareholders are unable to break the deadlock, and CCPSI is suffering irreparable injury, as a result.

129. Pursuant to M.G.L. c. 156D § 14.30 et seq. Dr. Greene is entitled to a judicial decree (a) dissolving CCPSI, and (b) equitably allocating CCPSI's assets, following an appropriate hearing to assess CCPSI's assets and liabilities upon dissolution, as prescribed by statute.

COUNT IX
(Violation of M.G.L. C. 93A, §§ 2, 11)

130. Dr. Greene incorporates by reference and realleges the allegations contained in paragraphs 1 through 129, as if specifically set forth herein.

131. Dr. Greene and Dr. Ablon are engaged in trade or commerce in the Commonwealth of Massachusetts, within the meaning of M.G.L. c. 93A.

132. The acts and practices alleged above constitute unfair or deceptive acts and practices in violation of M.G.L. c. 93A, §§ 2, 11.

133. Dr. Ablon's conduct occurred primarily and substantially within the Commonwealth of Massachusetts.

134. By deceiving Dr. Greene into *inter alia* continuing to involve Dr. Ablon in the dissemination of the CPSA, in the business affairs of CCPSI, and into continuing to provide professional mentoring, financial support, business and professional contacts to Dr. Ablon, while simultaneously preparing to misappropriate Dr. Greene's model, the CPSA, specific assessment instruments developed by Dr. Greene, Dr. Greene's clients, and funding sources for CCPSI and while simultaneously preparing to compete with Dr. Greene in the very same business in which he and Dr. Green had cooperatively ventured, using materials misappropriated from Dr. Greene, Dr. Ablon willfully or knowingly violated of M.G.L. c. 93A, §§ 2, 11.

135. As a result of Dr. Ablon's unfair or deceptive acts and practices in violation M.G.L. c. 93A, §§ 2, 11, Dr. Greene has and will continue to suffer substantial monetary losses, which were a reasonably foreseeable result of Dr. Ablon's conduct.

COUNT X
(Trademark Infringement – 15 U.S.C. § 1114 et seq.)

136. Dr. Greene incorporates by reference and realleges the allegations contained in paragraphs 1 through 135, as if specifically set forth herein.

137. Dr. Greene properly and without opposition registered the marks associated with Collaborative Problem Solving and Collaborative Problem Solving Approach, the Greene Marks, in the Supplemental Registry of the USPTO. Dr. Greene registered the Greene Marks in his name.

138. For a period in excess of seven years, Dr. Greene used the Greene Marks regularly in connection with his work in the marketplace. At no time during this period did Dr. Ablon or MGH object to Dr. Greene's registration or use of the Greene Marks.

139. Dr. Greene is the owner of the Greene Marks.

140. Dr. Ablon and MGH have, without Dr. Greene's consent, used the Greene Marks in trade and commerce, profited from said use, and derived substantial revenue from said use.

141. Dr. Ablon's and MGH's use of the Greene Marks without permission has infringed and continues to infringe upon Dr. Greene's trademarks in the Greene Marks.

142. As a direct and proximate result of Dr. Ablon's and MGH's infringement of Dr. Greene's trademarks of the Greene Marks, Dr. Greene has been damaged.

COUNT XI
(Injunctive Relief)

143. Dr. Greene incorporates by reference and realleges the allegations contained in paragraphs 1 through 142 above, as if specifically set forth herein.

144. Dr. Greene is likely to succeed on the merits.

145. Dr. Greene is in immediate danger of irreparable harm from Dr. Ablon's and/or MGH's continued illegal and wrongful use of Dr. Greene's copywritten works, trademarks, confidential and proprietary information, and customer lists in connection with Dr. Ablon's and MGH's solicitation illegal dissemination, promotion of, and implementation of the CPSA, and solicitation of Dr. Greene's customer base.

146. Dr. Greene has no adequate remedy at law.

COUNT XII
(Declaratory Relief – 28 U.S.C. § 2201 et seq.)

147. Dr. Greene incorporates by reference and realleges the allegations contained in

paragraphs 1 through 146 above, as if specifically set forth herein.

148. Dr. Ablon has, among other things:

- a. infringed Dr. Greene's copyrights by, among other things, failing to account for royalties and other profits from the sale and distribution of work that is co-owned by Dr. Greene and by using, without permission or authorization, works copywritten exclusively in the name of Dr. Greene;
- b. infringed Dr. Greene's trademarks and associated internet domain names by using those marks and names without permission and for his exclusive benefit;
- c. diverted corporate business opportunities for his exclusive benefit and to the detriment of Dr. Greene and CCPSI; and
- d. failed and refused to act in the best interest of CCPSI while an officer, director and shareholder of that entity.

149. MGH has, among other things:

- a. asserted rights in and to the Greene Marks without any basis in fact or law;
- b. wrongfully opposed Dr. Greene's registration, ownership and use of the Greene Marks;
- c. has been using and continues to use the CCPSI Marks in a manner that is adverse to the interests of CCPSI, which is the sole owner of the CCPSI Marks, and without permission from a majority of the Board, the President or a majority of the shareholders of CCPSI; and
- d. infringed and misappropriated Dr. Greene's trademarks and infringed his copyrights by using those marks and copyrighted works without his permission.

150. There is an actual controversy about, among other things, the dissolution of

CCPSI and the rights of the parties in and to the trademarks, domain names and copywritten works described herein.

151. In accordance with 28 U.S.C. § 2201 et seq., Dr. Greene requests that this Court declare the rights of the parties regarding the issues in controversy.

COUNT XIII
(Unfair Competition)

152. Dr. Greene incorporates by reference and realleges the allegations contained in paragraphs 1 through 151 above, as if specifically set forth herein.

153. The conduct by Dr. Ablon described above, including but not limited to Dr. Ablon's use of the Greene Marks and false designation of the origins of the Greene Marks, has caused confusion in the marketplace and will, if permitted in the future, continue to cause confusion in the marketplace regarding the origin and ownership of the Greene Marks and to damage the reputation and goodwill that Dr. Greene has established.

154. Dr. Ablon's conduct has caused and is intended to cause mistake and/or to deceive the public regarding his affiliation with the Greene Marks and to create the inaccurate perception that Dr. Ablon's work is sponsored by or associated with the Greene Marks and/or Dr. Greene.

155. Dr. Ablon has been and continues to engage in unfair competition in violation of state and federal law, causing damage to Dr. Greene.

JURY DEMAND

Plaintiff demands trial by jury on all claims so triable.

PRAYER FOR RELIEF

WHEREFORE, the Plaintiff respectfully demands judgment as follows:

- A. An Order (a) enjoining the Defendant from use of any of material consisting of, incorporating, or substantially derived from the content of *The Explosive Child*, or the Greene CPSA Materials; (b) enjoining the Defendant from use of the Greene Marks of the CPSI Marks and/or the Greene CPSA Materials; (c) enjoining the Defendant from contacting, soliciting, notifying, or initiating communications of any kind with any clients who have used the CPSA in the past or who were or are included on any email, direct mail, or contact lists belonging to the CCPSI; (d) compelling the Defendant to disclose by affidavit all CCPSI clients, customers, clinicians, or other professionals who he has contacted to solicit work or promotional opportunities exclusively for himself since October, 2005 and further compelling him to send a corrective email or other written communication approved by Dr. Greene in advance explaining that he does not have the rights to implement, use, or disseminate the CPSA; (e) compelling the Defendant to disclose by affidavit all business opportunities he has sought to develop for the benefit of himself and/or any other non-parties, excluding CCPSI, since 2005, and compelling the Defendant to identify with specificity any revenue obtained by him arising from his exploitation of the Greene or CCPSI Marks; and (f) enjoining the Defendant from contacting existing clients, funding sources, or clients of Dr. Greene and/or CPSI and from disparaging the Plaintiff;
- B. An Order requiring Dr. Ablon to provide a full and complete accounting for all revenue generated by him related to or arising from his exploitation of the copyrights for *Treating Explosive Kids*, *The Explosive Child* and/or *Lost at School*, and to describe with specificity each and every action, communication, agreement, arrangement, or effort undertaken by him to exploit said copyright, and further compelling the Defendant to immediately pay to Dr. Green fifty percent (50%) of any and all such revenue obtained by Dr. Ablon;
- C. A decree judicially dissolving CCPSI and directing the wind up of the corporation's business affairs;
- D. Judgment on Counts I, II, III, IV, V, VI, VII, VIII, IX, X, XII and XIII in an amount to be determined at trial;
- E. A declaration pursuant to Count XII that:
- i. Dr. Ablon shall account for all proceeds from the sale and distribution of *Treating Explosive Kids*;
 - ii. Dr. Ablon has no right to use, duplicate, sell or distribute *The Explosive Child* and/or *Lost At School* without Dr. Greene's express authorization and that Dr. Ablon's prior conduct in this regard violates Dr. Greene's copyrights;
 - iii. The Board of Directors of CCPSI is at an impasse, further attempts to resolve the impasse will be futile and therefore CCPSI should be

dissolved;

- iv. Dr. Greene is the sole and exclusive owner of the Greene Marks and the prior and future use of those trademarks without Dr. Greene's permission has caused and will, in the future, cause confusion in the marketplace and constitutes a violation of his rights in and to those marks;
- v. CCPSI is the sole and exclusive owner of the trademarks and related intellectual property rights associated with Think:Kids and Think:Kids: Rethinking Challenging Kids and the prior and future use of those trademarks without permission from the President, a majority of the Board of Directors or a majority of the shareholders of CCPSI constitutes a violation of CCPSI's rights in and to those marks;
- vi. Dr. Ablon has breached his fiduciary duties to CCPSI and Dr. Greene by diverting corporate opportunities away from CCPSI and to himself and MGH; and
- vii. Dr. Ablon has engaged in unfair competition with CCPSI and Dr. Greene.

F. Multiple Damages, costs and attorneys fees; and

G. Such other relief as the Court deems just and proper.

Ross Greene,
By his attorneys,



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