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 10 **BRUCE WILLIS**

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11 **UNITED STATES DISTRICT COURT**
 12 **FOR THE CENTRAL DISTRICT OF CALIFORNIA**

13 **CV 08-07670 CAF (FFM)**
 14 CASE NO.

15 **BRUCE WILLIS, an individual,**
 16 **Plaintiff,**

17 **v.**

18 **ELASTOMER TECHNOLOGIES,**
 19 **LIMITED, a Jersey, Channel Island**
 20 **Corporation; THE PETRA GROUP,**
 21 **an entity of unknown form; HRH**
 22 **PRINCE IMRAN IBNI TUANKU**
 23 **JA'AFAR, an individual; DATUK**
 24 **VINOD B. SEKHAR, an individual;**
 25 **and DOES 1 through 10, inclusive,**
 26 **Defendants.**

27 **COMPLAINT FOR**

- 28 (1) **BREACH OF CONTRACT**
- (2) **SECURITIES FRAUD IN VIOLATION OF § 10(b) AND RULE 10b-5 OF THE SECURITIES EXCHANGE ACT OF 1934;**
- (3) **SECURITIES FRAUD IN VIOLATION OF CALIFORNIA CORPORATIONS CODE § 25401;**
- (4) **INTENTIONAL MISREPRESENTATION;**
- (5) **NEGLIGENT MISREPRESENTATION;**
- (6) **CONVERSION; AND**
- (7) **UNJUST ENRICHMENT**

29 **DEMAND FOR JURY TRIAL**

30 Plaintiff Bruce Willis alleges as follows:

31 **WHAT THIS CASE IS ABOUT**

32 1. This action arises out of a scheme by various individuals involved in
 33 an IPO for a corporation involved in the development of a new "green" rubber

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1 technology to fleece Plaintiff Bruce Willis of millions of dollars. Defendants
2 fraudulently induced Mr. Willis to invest USD\$2,000,000 in Elastomer
3 Technologies Limited in violation of both federal and state securities laws.

4 2. In order to induce Mr. Willis to invest millions of dollars in this
5 venture, Defendants falsely represented to Mr. Willis that he would be granted a put
6 option that could be exercised at any time between December 30, 2007 and March
7 30, 2008, entitling Mr. Willis to the immediate return of his full investment upon
8 exercising the option. However, when Mr. Willis exercised the put option on
9 March 17, 2008, Defendants failed and refused to return Mr. Willis' money.
10 Instead, Defendants have lied to Mr. Willis in a deliberate and admitted effort to
11 "stall" him and prevent him from enforcing his rights.

12
13 **JURISDICTION AND VENUE**

14 3. This action is brought and jurisdiction lies within this court pursuant to
15 28 U.S.C. sections 1331, 1332(a), and 1337 in that it (a) is a civil action between
16 citizens or subjects of foreign nations, as defendants, and a citizen of the State of
17 California, and the matter in controversy exceeds the sum of \$75,000, exclusive of
18 interest and costs; (b) involves a federal question; and (c) commerce regulation
19 jurisdiction. The court has jurisdiction of Plaintiff's pendant state claims pursuant
20 to 28 U.S.C. section 1367(a).

21 4. Venue lies within and is proper in this district and court pursuant to 28
22 U.S.C. sections 1391 and 1392 because Plaintiff resides and is subject to personal
23 jurisdiction in this district, and because a substantial part of the events, acts or
24 omissions giving rise to the claims herein occurred in the County of Los Angeles,
25 State of California.

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THE PARTIES

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2 5. Plaintiff Bruce Willis (“Willis” or “Plaintiff”) is, and at all times
3 relevant hereto has been, an individual residing in the County of Los Angeles, State
4 of California.

5 6. Plaintiff is informed and believes and based thereon alleges that
6 Defendant Elastomer Technologies, Ltd. (“Elastomer”) is, and at all times relevant
7 hereto was, a corporation organized and existing under the laws of Jersey, Channel
8 Island, United Kingdom, and at all times relevant hereto was doing business in the
9 State of California.

10 7. Plaintiff is informed and believes and based thereon alleges that
11 Defendant The Petra Group (“Petra”) is, and at all times relevant hereto was, an
12 entity the form of which is unknown, with its principal place of business in Kuala
13 Lumpur, Malaysia.

14 8. Plaintiff is informed and believes and based thereon alleges that
15 Defendant His Royal Highness Prince Imran Ibni Tuanku Ja’afar (“Ja’afar”) is, and
16 at all times relevant hereto was, an individual residing in Kuala Lumpur, Malaysia.
17 Plaintiff is informed and believes and based thereon alleges that Ja’afar is the Group
18 Chairman of Petra and is a Director of Elastomer

19 9. Plaintiff is informed and believes and based thereon alleges that
20 Defendant Datuk Vinod B. Sekhar (“Sekhar”) is, and at all times relevant hereto
21 was, an individual residing in Kuala Lumpur, Malaysia. Plaintiff is informed and
22 believes and based thereon alleges that Sekhar is the President and Group Chief
23 Executive of Petra and the Director and Chief Executive Officer of Elastomer.

24 10. Plaintiff is presently unaware of the true names and capacities of
25 Defendants sued herein as Does 1-10, inclusive, and therefore sues said Defendants
26 by such fictitious names. Plaintiff will amend this complaint to allege the true
27 names and capacities of such fictitiously named Defendants when the same have
28 been ascertained. Plaintiff is informed and believes and based thereon alleges that

1 each of the fictitiously named Defendants is responsible in some manner for the
2 occurrences, acts and omissions alleged herein and that Plaintiff's damages were
3 proximately caused by their conduct. Hereinafter, all Defendants, including the Doe
4 Defendants, will be referred to collectively as "Defendants."

5 11. Plaintiff is informed and believes and based thereon alleges that at all
6 material times Defendants, and each of them, were the agents, employees, partners,
7 joint venturers, co-conspirators, owners, principals, and employers of the remaining
8 Defendants, and each of them, and are, and at all times herein mentioned were,
9 acting within the course and scope of that agency, employment, partnership,
10 conspiracy, ownership or joint venture. Plaintiff is further informed and believes
11 and based thereon alleges that the acts and conduct alleged herein were known to,
12 and authorized, directed, and/or ratified by, the officers, directors, and managing
13 agents of Defendants corporations or business entities, and each of them.

14 12. Plaintiff is further informed and believes and based thereon alleges that
15 the entity Defendants Petra and Elastomer, were, and are, mere shams and shell
16 entities organized and operated as the alter ego of Defendants Ja'afar, Sekhar and
17 Does 1 through 10, inclusive, for their personal benefit and advantage, in that
18 Ja'afar, Sekhar and Does 1 through 10 have at all relevant times exercised total
19 dominion and control over Petra and Elastomer. Plaintiff is further informed and
20 believes and based thereon alleges, that there now exists, and at all times material
21 hereto has existed, such unity of ownership, interest and control between Petra and
22 Elastomer, on the one hand, and Ja'afar, Sekhar, and Does 1 through 10, on the
23 other hand, such that any individuality or separateness which may have existed
24 between them has ceased. An injustice will result if the theoretical entities of Petra
25 and Elastomer are not disregarded and Ja'afar and Sekhar are not held liable for the
26 indebtedness of Petra and Elastomer.

27 13. Plaintiff is informed and believes and based thereon alleges that Does
28 1 through 10, the officers, directors and/or managing agents of Petra and Elastomer,

1 authorized, directed and/or ratified the wrongful acts of the employees and
2 representatives of said Defendants and, consequently, all of said Defendants are
3 jointly and severally liable to Plaintiffs.

4
5 **FACTS COMMON TO ALL CLAIMS FOR RELIEF**

6 14. In May of 2007, Sekhar and Ja'afar solicited Willis to invest in
7 Elastomer. Sekhar represented to Willis that Elastomer was a closely held
8 corporation that was developing a revolutionary technology to produce devulcanised
9 "green rubber," a compound which, unlike traditional synthetic rubber compounds,
10 was non-toxic and recyclable. Sekhar represented to Willis that Al Gore, Mel
11 Gibson and Bruce Davey had previously invested substantial sums of money in
12 Elastomer. Sekhar further represented to Willis that Elastomer was planning an
13 initial public offering ("IPO") of stock in Elastomer and that Willis could make a
14 huge profit if he invested in Elastomer prior to Elastomer's IPO.

15 15. As a further inducement to convince Willis to invest in Elastomer,
16 Sekhar and Ja'afar each represented to Willis that there would be no risk for him to
17 invest in Elastomer since they would grant Willis a put option, that would be
18 guaranteed personally by Ja'afar and Sekhar, as well as by their company Petra,
19 giving Willis the right to a full refund of his investment in Elastomer for a specified
20 period of time.

21 16. Based on the above-described representations of Ja'afar and Sekhar,
22 Willis agreed to invest the sum of USD\$2,000,000 in Elastomer.

23 17. On May 24, 2007, Sekhar sent Willis a letter agreement dated as of
24 January 15, 2007, that was signed by Ja'afar on behalf of Petra ("Elastomer
25 Investment Agreement"). The Elastomer Investment Agreement acknowledged
26 receipt of a wire transfer from Willis in the amount of USD\$2,000,000 for the
27 purchase of shares in Elastomer, and provided in relevant part as follows:

28 "I am also pleased to grant you a put option on the above

1 shares to the company, and to myself and Datuk Vinod
2 Sekhar personally, for the value of USD\$2,000,000.00
3 which you may exercise at anytime after December 30th
4 2007 and before March 30th 2008.”

5 The Elastomer Investment Agreement further “welcomed Willis aboard” and
6 thanked him for his “confidence in Petra.”

7 18. On March 17, 2008, Willis’ business manager, Fred Altman
8 (“Altman”), notified Sekhar in writing that he was exercising his put option, thereby
9 triggering Defendants’ immediate obligation to return the sum of USD\$2,000,000
10 directly to Plaintiff. Notwithstanding Defendants’ obligation to immediately pay
11 Willis the sum of USD\$2,000,000 upon the exercise of the put option under the
12 Elastomer Investment Agreement, to date, Defendants have failed and refused to
13 pay Willis the full amount owing to him.

14 19. On April 3, 2008, more than two weeks after Defendants were notified
15 that Willis was exercising the put option, Sekhar sent an email to Altman in which
16 he completely disregarded Defendants’ obligation to immediately return Willis’
17 \$2,000,000.00 investment. Sekhar instead proposed that Willis review a
18 shareholders update and memorandum in connection with the IPO, and then inform
19 him if Willis intended to proceed with the exercise of the put option. Sekhar
20 suggested that if Willis still intended to exercise the put option, Sekhar would
21 arrange for the sale of Willis’ shares after a “pre IPO,” which Sekhar represented
22 was occurring at that time. Sekhar further represented that selling Willis’ shares in
23 connection with the “pre IPO” would ensure that Willis would receive a “premium”
24 for his shares. Altman responded on April 4, 2008, that Willis was moving on and
25 he reiterated Willis’ demand that Defendants immediately return Willis’ investment.

26 20. Despite Defendants’ obligation to immediately refund Willis’
27 investment, in April, 2008, Defendants continued to provide different specious
28 excuses for the retaining of Willis’ funds.

1 21. On May 1, 2008, Altman again demanded that Defendants immediately
2 refund Willis' \$2,000,000 pursuant to his exercise of the put option in the Elastomer
3 Investment Agreement.

4 22. On May 2, 2008, Sekhar, on behalf of Defendants, communicated
5 further misrepresentations to Altman, but Sekhar stated that he would wire Willis'
6 \$2,000,000 no later than May 26, 2008. Defendants later requested that Willis
7 delay selling the shares until after the completion of the pre IPO, which Sekhar
8 represented would be completed on June 20, 2008. Willis did not agree to this
9 request.

10 23. Despite Sekhar's representation that Willis' \$2,000,000 would be wired
11 no later than May 26, 2008, Defendants wired only \$1,000,000, half of the money
12 owed to Willis. On May 30, 2008, Altman sent Sekhar an email demanding that the
13 balance of \$1,000,000 be wired to Willis no later than June 2, 2008. Instead of
14 sending the balance owed to Willis on that date, Sekhar, on behalf of Defendants,
15 continued to give specious excuses, but stated that the balance of the funds owed to
16 Willis would be sent within the week. On June 4, 2008, Sekhar represented that the
17 balance of \$1,000,000 owing to Willis would be wired the week of June 16, 2008.
18 However, contrary to Sekhar's representation that \$1,000,000 would be sent, on
19 June 19, 2008, only \$100,000 was wired to Willis. On June 20, 2008, Sekhar sent
20 yet another email with other excuses and he falsely represented that two additional
21 wire transfers had been approved by Petra's bank. However, to date, no additional
22 wire transfers have been made by Defendants, nor has Willis received any additional
23 monies from Defendants. Therefore, the sum of \$900,000 remains due and owing
24 to Willis.

25 24. On July 2, 2008, Sekhar sent yet another email to Altman, in which he
26 represented that Willis' shares in Elastomer had purportedly been sold to a third
27 party and that the balance of the money owing to Willis would be paid within two
28 weeks. Over one month later, on August 4, 2008, Sekhar falsely represented that

1 the balance owed to Willis would be immediately forwarded to Willis. However,
2 Sekhar's representations on behalf of Defendants continued to be lies.

3 25. To date, a balance of \$900,000 remains due and owing to Willis.
4 Moreover, despite Defendants' representations in the Spring of 2008 that Elastomer
5 was in the midst of a pre IPO and that its IPO would occur in the third quarter of
6 2008, no such IPO is imminent. Indeed, Defendants have admitted that they have
7 made false representations and excuses to Willis in order to "humor him" and "buy
8 more time" so as to stall and delay Willis from enforcing his rights against
9 Defendants.

10 11 **FIRST CLAIM FOR RELIEF**

12 (For Breach of Contract Against All Defendants)

13 26. Plaintiff repeats, realleges, adopts and incorporates each and every
14 allegation contained in paragraphs 1 through 25 inclusive as though fully set forth
15 herein.

16 27. Pursuant to the Elastomer Investment Agreement, Defendants agreed
17 to grant Willis a put option entitling him to the return of his \$2,000,000 investment
18 in Elastomer that could be exercised at any time between December 30, 2007 and
19 March 30, 2008.

20 28. Pursuant to the Elastomer Investment Agreement, Willis exercised the
21 put option on March 17, 2008.

22 29. Defendants have breached the Elastomer Investment Agreement by
23 failing and refusing to return the entirety of Plaintiff's \$2,000,000 investment when
24 Plaintiff exercised his put option under the Elastomer Investment Agreement on
25 March 17, 2008. Instead, to date Defendants have only refunded the sum of
26 \$1,100,000 to Willis and the sum of \$900,000 remains owing.

1 making false promises that the money had been wired or would be wired in the near
2 future, in an admitted effort to stall him.

3 35. Despite Defendants' obligation to immediately refund \$2,000,000 to
4 Willis, to date, Defendants have only returned the sum of \$1,100,000 to Plaintiff.
5 The sum of \$900,000 remains due and owing to Plaintiff. But for Defendants'
6 representations that Willis would have the right to exercise the put option at any
7 time between December 30, 2007 and March 30, 2008, Willis never would have
8 purchased shares of Elastomer.

9 36. Defendants' conduct described herein constitutes a violation of section
10 10(b) and Rule 10b-5 of the Securities Exchange Act of 1934.

11 37. As a direct and proximate result of the aforesaid violations of the
12 Securities Exchange Act of 1934 by Defendants, Plaintiff has suffered damages in
13 the amount of \$900,000, plus interest of 10% per annum.

14
15 **THIRD CLAIM FOR RELIEF**

16 (For Violation of California Corporations
17 Code § 25401 Against All Defendants)

18 38. Plaintiff repeats, realleges, adopts and incorporates each and every
19 allegation contained in paragraphs 1 through 25 inclusive as though fully set forth
20 herein.

21 39. Willis is informed and believes and based thereon alleges that
22 Defendants offered to sell and sold the shares in Elastomer by means of written and
23 oral communications which included untrue statements of material facts. In order
24 to induce Willis to invest \$2,000,000 to purchase shares in Elastomer, Defendants
25 Sekhar and Ja 'afar, individually and on behalf of Petra, falsely represented to
26 Willis that there would be no risk to his investing \$2,000,000 in Elastomer since he
27 would be granted a put option, that would be personally guaranteed by Ja'afar,
28 Sekhar and Petra, entitling him to the immediate return of his \$2,000,000

1 investment at any time between December 30, 2007 and March 30, 2008.

2 40. Willis is informed and believes and based thereon alleges that
3 Defendants knew at the time they made the above-described representations, they
4 knew they would not have the ability to refund Willis' \$2,000,000 investment in the
5 event Willis exercised the put option. After Willis exercised the put option on
6 March 17, 2008, Defendants spent months lying to Willis, giving false excuses as
7 to why Defendants failed to honor Willis' exercise of the put option and repeatedly
8 making false promises that the money had been wired or would be wired in the near
9 future, in an admitted effort to stall him.

10 41. Despite Defendants' obligation to immediately refund \$2,000,000 to
11 Willis, to date, Defendants have only returned the sum of \$1,100,000 to Plaintiff.
12 The sum of \$900,000 remains due and owing to Plaintiff. But for Defendants'
13 representations that Willis would have the right to exercise the put option at any
14 time between December 30, 2007 and March 30, 2008, Willis never would have
15 purchased shares of Elastomer.

16 42. Defendants' conduct as described above was in violation of California
17 Corporations Code section 25401.

18 43. As a result of Defendants' violation of California Corporations Code
19 section 25401, Plaintiff has been damaged in the amount of \$900,000, plus interest
20 of 10% per annum.

21 22 **FOURTH CLAIM FOR RELIEF**

23 (Intentional Misrepresentation Against All Defendants)

24 44. Plaintiff repeats, realleges, adopts and incorporates each and every
25 allegation contained in paragraphs 1 through 25 inclusive as though fully set forth
26 herein.

27 45. In May 2007, Defendants Ja'afar and Sekhar, individually and on
28 behalf of Defendants Petra and Elastomer and Does 1 through 25, represented to

1 Willis that if he invested \$2,000,000 in Elastomer, there would be no risk to Willis
2 since Defendants were granting Willis a put option, to be personally guaranteed by
3 Ja'afar, Sekhar and Petra, that could be exercised at any time between December
4 30, 2007 and March 30, 2008.

5 46. The aforesaid representations of Ja'afar and Sekhar were false and
6 fraudulent. Willis is informed and believes and based thereon alleges that
7 Defendants knew at the time they made the above-described representations, they
8 knew they would not have the ability to refund Willis' \$2,000,000 investment in the
9 event Willis exercised the put option. After Willis exercised the put option on
10 March 17, 2008, Defendants spent months lying to Willis, giving false excuses as
11 to why Defendants failed to honor Willis' exercise of the put option and repeatedly
12 making false promises that the money had been wired or would be wired in the near
13 future, in an admitted effort to stall him.

14 47. Despite Defendants' obligation to immediately refund \$2,000,000 to
15 Willis, to date, Defendants have only returned the sum of \$1,100,000 to Plaintiff.
16 The sum of \$900,000 remains due and owing to Plaintiff. But for Defendants'
17 representations that Willis would have the right to exercise the put option at any
18 time between December 30, 2007 and March 30, 2008, Willis never would have
19 purchased shares of Elastomer.

20 48. Willis reasonably relied on the representations Ja'afar and Sekhar in
21 agreeing to invest \$2,000,000 to purchase shares of Elastomer.

22 49. As a direct and proximate result of the fraudulent representations of
23 Defendants, Plaintiff has suffered substantial damages of \$900,000, together with
24 interest at 10% per annum

25 50. Plaintiff is informed and believes and based thereon alleges that
26 Defendants, and each of them, in doing the things herein alleged acted wilfully,
27 maliciously, oppressively and despicably with the full knowledge of the adverse
28 effect of their actions on Plaintiff and with wilful and deliberate disregard of the

1 consequences to Plaintiff. By reason thereof, Plaintiff is entitled to recover punitive
2 and exemplary damages from Defendants in an amount to be determined at the time
3 of trial.

4
5 **FIFTH CLAIM FOR RELIEF**

6 (Negligent Misrepresentation Against All Defendants)

7 51. Plaintiff repeats, realleges, adopts and incorporates each and every
8 allegation contained in paragraphs 1 through 25 inclusive as though fully set forth
9 herein.

10 52. Plaintiff is informed and believes and based thereon alleges that if
11 Defendants, and each of them, did not intentionally make the misrepresentations
12 alleged in Paragraphs 14-15 and 45, hereinabove, Defendants negligently and
13 carelessly made the misrepresentations to Plaintiff.

14 53. Plaintiff is informed and believes and based thereon alleges that the
15 above misrepresentations were made by Defendants, and each of them, without any
16 reasonable ground for believing them to be true.

17 54. Plaintiff is informed and believes and based thereon alleges that each
18 of the above representations were made by Defendants, and each of them, with an
19 intent to induce Plaintiffs to rely thereon.

20 55. At the time or times Defendants made the aforesaid misrepresentations,
21 Plaintiff was ignorant of the falsity of Defendants' representations and reasonably
22 and justifiably believed them to be true. In reliance on Defendants' representations,
23 Plaintiffs were induced to invest \$2,000,000 to purchase shares of Elastomer.

24 56. As a direct, proximate and reasonably foreseeable result of Defendants'
25 negligent misrepresentations, Plaintiff has suffered damages of \$900,000, together
26 with interest thereon at 10% per annum.

27 ///

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SIXTH CLAIM FOR RELIEF**(Conversion Against All Defendants)**

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3 57. Plaintiff repeats, realleges, adopts and incorporates each and every
4 allegation contained in paragraphs 1 through 25 inclusive as though fully set forth
5 herein.

6 58. Based on Defendants' representation that Willis would be granted a put
7 option on his shares of Elastomer, which could be exercised at any time after
8 December 30, 2007, and before March 30, 2008, in May 2007, Willis transferred
9 the sum of \$2,000,000 to Defendants.

10 59. On March 17, 2008, Willis exercised the put option, thus triggering
11 Defendants' obligation to immediately return the \$2,000,000 to Willis. Although
12 Defendants were obligated to wire the \$2,000,000 to Willis in March 2008,
13 Defendants initially represented that the money would be paid to Willis in May
14 2008. Notwithstanding Defendants' express promises and representations that the
15 \$2,000,000 would be wired to Plaintiff in May 2008, in May 2008, Defendants only
16 wired the sum of \$1,000,000 to Plaintiff.

17 60. Defendants subsequently represented in writing that Willis would
18 receive the balance of his monies in June 2008. Notwithstanding Defendants'
19 representation and warranty, Defendants only wired the sum of \$100,000 in June.
20 As such, Willis is currently owed the sum of \$900,000, together with interest of
21 10% per annum.

22 61. By virtue of the aforesaid conversion of Plaintiff's funds by Defendants,
23 Plaintiff has suffered substantial damages in the amount of \$900,000, together with
24 interest of 10% per annum.

25 62. Plaintiff is informed and believes and based thereon alleges that
26 Defendants, and each of them, in doing the things herein alleged acted wilfully,
27 maliciously, oppressively and despicably with the full knowledge of the adverse
28 effect of their actions on Plaintiff and with wilful and deliberate disregard of the

1 consequences to Plaintiff. By reason thereof, Plaintiff is entitled to recover punitive
2 and exemplary damages from Defendants in an amount to be determined at the time
3 of trial.

4
5 **SEVENTH CLAIM FOR RELIEF**

6 (For Unjust Enrichment Against All Defendants)

7 63. Plaintiff repeats, realleges, adopts and incorporates each and every
8 allegation contained in paragraphs 1 through 25 inclusive as though fully set forth
9 herein.

10 64. By reason of the above-described acts and omissions of Defendants, and
11 each of them, Defendants have become unjustly enriched at Plaintiff's expense and
12 at Plaintiff's detriment in the amount of \$900,000, plus interest of 10% per annum.

13
14 **PRAYER FOR RELIEF**

15
16 **WHEREFORE**, Plaintiff prays for judgment against Defendants and each
17 of them as follows:

18 **AS TO THE FIRST CLAIM FOR RELIEF**

19 1. For general damages in the amount of \$900,000, together with
20 interest thereon at the legal rate;

21 **AS TO THE SECOND CLAIM FOR RELIEF**

22 2. For general damages in the amount of \$900,000, together with
23 interest thereon at the legal rate;

24 **AS TO THE THIRD CLAIM FOR RELIEF**

25 3. For general damages in the amount of \$900,000, together with
26 interest thereon at the legal rate;

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1 **AS TO THE FOURTH CLAIM FOR RELIEF**

2 4. For general damages in the amount of \$900,000, together with
3 interest thereon at the legal rate;

4 5. For punitive and exemplary damages;

5 **AS TO THE FIFTH CLAIM FOR RELIEF**

6 6. For general damages in the amount of \$900,000, together with
7 interest thereon at the legal rate;

8 **AS TO THE SIXTH CLAIM FOR RELIEF**

9 7. For general damages in the amount of \$900,000, together with
10 interest thereon at the legal rate;

11 8. For punitive and exemplary damages;

12 **AS TO THE SEVENTH CLAIM FOR RELIEF**

13 9. For general damages in the amount of \$900,000, together with
14 interest thereon at the legal rate;

15 **AS TO ALL CAUSES OF ACTION**

16 10. For costs of suit incurred herein;

17 11. For such other additional relief as the court deems just and proper.

18
19 DATE: November 19, 2008

MARTIN D. SINGER
ALLISON HART SIEVERS
LAVELY & SINGER
PROFESSIONAL CORPORATION

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23 By: 
24 MARTIN D. SINGER
25 Attorneys for Plaintiff BRUCE
26 WILLIS
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REQUEST FOR JURY TRIAL

Plaintiff hereby demands a jury trial pursuant to Rule 38 of the Federal Rules of Civil Procedure.

DATE: November 19, 2008

MARTIN D. SINGER
ALLISON HART SIEVERS
LAVELY & SINGER
PROFESSIONAL CORPORATION

By: 
MARTIN D. SINGER
Attorneys for Plaintiff BRUCE
WILLIS