

Assigned for all purposes to: Beverly Hills Courthouse, Judicial Officer: Helen Zukin

1 BROWN RUDNICK LLP
LEO J. PRESIADO, #166721
2 lpresiado@brownrudnick.com
STEPHEN R. COOK, #204446
3 scook@brownrudnick.com
2211 Michelson Drive, 7th Floor
4 Irvine, California 92612
Telephone: (949) 752-7100
5 Facsimile: (949) 252-1514

6 Attorneys for Plaintiff
GOVERNMENT OF THE STATE OF KUWAIT

7

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 COUNTY OF LOS ANGELES – WEST DISTRICT

10

11 GOVERNMENT OF THE STATE OF
KUWAIT

12

Plaintiff,

13

vs.

14 KHALED J. AL-SABAH, an individual,
individually and as Trustee of The Awal Trust,
15 Dated February 23, 2012; and JARRAH
KHALED AL-SABAH, an individual;
16 VICTORINO NOVAL, an individual, also
known as VICTOR JESUS NOVAL and as
17 VICTOR P. NOVAL and as VICTOR DEAN
NOVAL; VICTOR FRANCO NOVAL, an
18 individual, individually and as Trustee of the
REXFORD TRUST; HUNTER NOVAL, an
19 individual; SECURED CAPITAL
PARTNERS, LLC, a California limited
20 liability company; SAMIR MAHALLAWY,
an individual; LA STARS, LLC, a California
21 limited liability company; TOWER
FINANCIAL, LLC, a Delaware limited
22 liability company; BEVERLY HILLS REAL
ESTATE HOLDINGS LLC, a California
23 limited liability company; 8484 WILSHIRE
BLVD, LLC, a California limited liability
24 company; 1141 SUMMIT DRIVE, LLC, a
California limited liability company; MARSH
25 CAPITAL GROUP, INC., an entity of
unknown origin; JONA S. RECHNITZ, an
26 individual; RACHEL RECHNITZ, an
individual; JADELLE, INC., a California
27 corporation; JADELLE JEWELRY AND
DIAMONDS, LLC, a Delaware limited
28 liability company; LEVIN PRADO aka

CASE NO.

COMPLAINT FOR:

- (1) FRAUDULENT CONCEALMENT**
 - (2) CONVERSION**
 - (3) BREACH OF FIDUCIARY DUTY**
 - (4) FRAUDULENT TRANSFER**
 - (5) CONSTRUCTIVE FRAUDULENT TRANSFER**
 - (6) MONEY HAD AND RECEIVED**
 - (7) IMPOSITION OF CONSTRUCTIVE TRUST**
 - (8) UNJUST ENRICHMENT**
- DEMAND FOR JURY TRIAL**

1 LEVON PRADO, an individual;
2 XIOMARA CORTEZ, an individual; and
3 DOES 1-260, inclusive,

4
5 Defendants.

6 Plaintiff GOVERNMENT OF THE STATE OF KUWAIT (“**Plaintiff**” or “**Kuwait**”)
7 hereby submits this Complaint and Demand for Jury Trial against Defendants KHALED J. AL-
8 SABAH, an individual, individually and as Trustee of The Awal Trust, Dated February 23, 2012;
9 JARRAH KHALED AL-SABAH, an individual; VICTORINO NOVAL, an individual, also
10 known as VICTOR JESUS NOVAL and as VICTOR P NOVAL and as VICTOR DEAN
11 NOVAL; VICTOR FRANCO NOVAL, an individual, individually and as Trustee of the
12 REXFORD TRUST; HUNTER NOVAL, an individual; SECURED CAPITAL PARTNERS,
13 LLC, a California limited liability company; SAMIR MAHALLAWY, an individual; LA STARS,
14 LLC, a California limited liability company; TOWER FINANCIAL, LLC, a Delaware limited
15 liability company; BEVERLY HILLS REAL ESTATE HOLDINGS, LLC, a California limited
16 liability company; 8484 WILSHIRE BLVD, LLC, a California limited liability company; 1141
17 SUMMIT DRIVE, LLC, a California limited liability company; MARSH CAPITAL GROUP,
18 INC., an entity of unknown origin; JONA S. RECHNITZ, an individual; RACHEL RECHNITZ,
19 an individual; JADELLE, INC., a California corporation; JADELLE JEWELRY AND
20 DIAMONDS, LLC, a Delaware limited liability company; LEVIN PRADO aka LEVON PRADO,
21 an individual; XIOMARA CORTEZ, an individual; and DOES 1-260, inclusive (collectively,
22 “**Defendants**”). Plaintiff alleges as follows:

23 **PARTIES**

- 24 1. Kuwait is a sovereign nation.
- 25 2. On information and belief, Defendant KHALED J. AL-SABAH (“**Al-Sabah**”) is an
26 individual who conducts business in Los Angeles, California and internationally, generally. The
27 Awal Trust, Dated February 23, 2012, is a trust established by Al-Sabah as grantor, for his own
28 use and benefit, and of which trust Al-Sabah is trustee.

///

1 3. On information and belief, Defendant JARRAH KHALED AL-SABAH, the son of Al-
2 Sabah, was and is an individual residing in Los Angeles, California within the jurisdiction of this
3 court.

4 4. On information and belief, Defendant VICTORINO NOVAL, also known as VICTOR
5 JESUS NOVAL and as VICTOR P. NOVAL and as VICTOR DEAN NOVAL (“**Victorino**”), was
6 and is an individual residing and doing business within the jurisdiction of this Court.

7 5. On information and belief, Defendant VICTOR FRANCO NOVAL (“**Franco**”), the
8 son of Victorino, was and is an individual residing and doing business within the jurisdiction of
9 this Court. Plaintiff is further informed and believes and thereupon alleges that Franco is also the
10 grantor and trustee of the REXFORD TRUST.

11 6. On information and belief, Defendant the REXFORD TRUST was created under the
12 laws of California in or about 2009.

13 7. On information and belief, Defendant HUNTER NOVAL, another son of Victorino,
14 was and is an individual residing and doing business within the jurisdiction of this Court.

15 8. On information and belief, Defendant SECURED CAPITAL PARTNERS, LLC was
16 and is a limited liability company duly organized and existing under and by virtue of the laws of
17 the State of California.

18 9. On information and belief, Defendant SAMIR MAHALLAWY was and is an
19 individual residing and doing business within the jurisdiction of this Court.

20 10. On information and belief, Defendant LA STARS, LLC was and is a limited liability
21 company duly organized and existing under and by virtue of the laws of the State of California,
22 with its principal place of business within the jurisdiction of this Court.

23 11. On information and belief, Defendant TOWER FINANCIAL, LLC was and is a
24 limited liability company duly organized and existing under and by virtue of the laws of the State
25 of Delaware and operating and doing business in California within the jurisdiction of this Court.

26 12. On information and belief, Defendant BEVERLY HILLS REAL ESTATE
27 HOLDINGS, LLC was and is a limited liability company duly organized and existing under and

28 ///

1 by virtue of the laws of the State of California, with its principal place of business within the
2 jurisdiction of this Court.

3 13. On information and belief, Defendant 8484 WILSHIRE BLVD, LLC was and is a
4 limited liability company duly organized and existing under and by virtue of the laws of the State
5 of California, with its principal place of business within the jurisdiction of this Court.

6 14. On information and belief, Defendant 1141 SUMMIT DRIVE, LLC was and is a
7 limited liability company duly organized and existing under and by virtue of the laws of the State
8 of California, with its principal place of business within the jurisdiction of this Court.

9 15. On information and belief, Defendant MARSH CAPITAL GROUP, INC. is an entity
10 of unknown origin.

11 16. On information and belief, Defendant JONAH S. RECHNITZ was and is an individual
12 who resides in Los Angeles, California.

13 17. On information and belief, Defendant RACHEL RECHNITZ (“**Rachel**”) was and is an
14 individual who resides in Los Angeles, California.

15 18. On information and belief, Defendant JADELLE, INC. was and is a corporation duly
16 organized and existing under and by virtue of the laws of the State of California, with its principal
17 place of business within the jurisdiction of this Court.

18 19. On information and belief, Defendant JADELLE JEWELRY AND DIAMONDS, LLC
19 was and is a limited liability company duly organized and existing under the laws of the State of
20 Delaware and operating and doing business in California within the jurisdiction of this Court.
21 Rachel is the managing member.

22 20. On information and belief, Defendant LEVIN PRADO, also known as LEVON
23 PRADO, is an individual believed to reside in the Los Angeles County who is the agent for
24 service of process and controller for JADELLE, INC. and JADELLE JEWELRY AND
25 DIAMONDS, LLC.

26 21. On information and belief, Defendant XIOMARA CORTEZ is an individual believed
27 to reside in the Los Angeles County who is employed by Wells Fargo Bank.

28 ///

1 22. The true names and capacities, whether individual, corporate, associate or otherwise, of
2 defendants, DOES 1 through 260, inclusive, are unknown to Kuwait, who therefore sues these
3 defendants by their fictitious names. Kuwait is informed and believes, and based upon this
4 information and belief alleges, that each of the defendants designated herein as a fictitiously
5 named defendant is in some manner responsible for the events and happenings herein referred to,
6 either contractually or tortiously, and caused damage to Kuwait as herein alleged. When Kuwait
7 ascertains the true names and capacities of DOES 1 through 260, inclusive, it will ask leave of this
8 Court to amend this Complaint by setting forth the same.

9 23. Upon information and belief, at all material times, each of the Defendants was, or may
10 have been, an agent, servant, employer, employee, joint venturer, partner and/or alter ego of one or
11 more of each of the remaining Defendants, and were at all times acting within the purpose and
12 scope of such agency, joint venture, alter ego, partnership or employment, and with the authority,
13 consent, approval, and/or ratification of each remaining Defendant.

14 **JURISDICTION AND VENUE**

15 24. The real properties which are the subject of this action are located within the judicial
16 boundaries of the above-entitled Court. The above-entitled Court is the proper Court for the trial
17 of this action.

18 25. Venue is proper in Los Angeles County pursuant to (i) Code of Civil Procedure section
19 392 because the real properties that are the subject matter of this action or some part thereof, are
20 situated in Los Angeles County, and (ii) Code of Civil Procedure section 395 because some of the
21 defendants reside in Los Angeles County.

22 **STATEMENT OF FACTS**

23 26. Al-Sabah was the Minister of Defense of Kuwait between 2013 and 2017. He served
24 as the Chief of General Staff of the Kuwaiti Armed Forces from 2012 to 2013, and prior to that,
25 was a Lieutenant General in the Kuwaiti Armed Forces. During these periods, Al-Sabah was a
26 public official of Kuwait, and occupied a position of trust to Kuwait.

27 27. Kuwait is informed and believes, and thereupon alleges that, in or about 2010, Al-
28 Sabah conspired with others to conceal from Kuwait the fact that certain bank accounts existed in

1 the name of the Military Attaché Office (“**MAO**”) of Kuwait, and that such accounts were in use
2 by unauthorized individuals in violation of Kuwaiti law.

3 28. Kuwait is informed and believes, and thereupon alleges that, in addition to actively
4 concealing the existence of such bank accounts from Kuwait, Al-Sabah conspired with others to
5 open additional accounts in the name of the MAO, without authorization from Kuwait, and
6 proceeded to fund these accounts with Kuwaiti public funds for unauthorized uses.

7 29. Kuwait is informed and believes, and thereupon alleges that, without Kuwait’s
8 knowledge or consent, Al-Sabah conspired with others to open at least six accounts in the name of
9 the MAO (the “**Unauthorized Accounts**”). Kuwait is informed and believes, and thereupon
10 alleges that, once opened, Al-Sabah conspired with others to fund the Unauthorized Accounts with
11 tens of millions of dollars, Euros, and British Pounds in transfers from Kuwait’s other accounts.

12 30. Kuwait is informed and believes, and thereupon alleges that, Al-Sabah and his
13 conspirators did not inform Kuwait of the transfers, nor were the transfers recorded with Kuwait,
14 in violation of Kuwaiti law.

15 31. Kuwait is informed and believes, and thereupon alleges that, Al-Sabah conspired with
16 others to liquidate Kuwait’s funds held on fixed deposit in other MAO accounts and to deposit
17 those funds into the Unauthorized Accounts. Kuwait did not approve the liquidations.

18 32. Kuwait is informed and believes, and thereupon alleges that, Al-Sabah and his
19 conspirators did not inform Kuwait of the liquidations, nor were the liquidations recorded with
20 Kuwait, in violation of Kuwaiti law.

21 33. Al-Sabah filed a complaint in the Superior Court of the State of California, Los
22 Angeles County, Case No. 19STCV32775 (the “**32775 Action**”) against Victorino Noval; Victor
23 Franco Noval; Ronald Richards; Secured Capital Partners, LLC; Hunter Noval; Jake Noval; Samir
24 Mahallawy; Jeffrey Hyland; LA Stars, LLC; Farzad Tony Toutouni; Rexford Trust; Sherbourne
25 Trust; Beverly Hills Real Estate Holdings, LLC; 8484 Wilshire Blvd., LLC; 1141 Summit Drive,
26 LLC; Marsh Capital Group, Inc.; Jona S. Rechnitz; Rachel Rechnitz; Jadelle, Inc.; Jadelle Jewelry
27 and Diamonds, LLC; Levin Prado; Xiomara Cortez; Michael Tusken; David Ross; and Does 1-
28 290, inclusive, alleging the following causes of action: (1) Breach of Contract; (2) Fraud and

1 Deceit; (3) Negligent Misrepresentation; (4) Breach of the Implied Covenant of Good Faith and
2 Fair Dealing; (5) Promissory Estoppel; (6) Unjust Enrichment; (7) Conversion; (8) Intentional
3 Infliction of Emotional Distress; (9) Violation of Business and Professions Code section 17200, et
4 seq.; (10) Breach of Fiduciary Duty; (11) Failure to Use Reasonable Care; (12) Constructive
5 Fraud; (13) Money Had and Received; (14) Injunction; (15) Imposition of Constructive Trust; and
6 (16) Quiet Title.

7 34. Al-Sabah also filed a complaint in the Superior Court of the State of California, Los
8 Angeles County, Case No. 19STCV42446 (the “**42446 Action**,” and collectively with the 32775
9 Action, the “**State Actions**”) against Victorino Noval; Victor Franco Noval, individually and as
10 Trustee of the Rexford Trust; Hunter Noval; Secured Capital Partners, LLC; Samir Mahallawy;
11 LA Stars, LLC; Beverly Hills Real Estate Holdings LLC; 8484 Wilshire Blvd, LLC; 1141 Summit
12 Drive, LLC; Marsh Capital Group, Inc.; Jona S. Rechnitz; Rachel Rechnitz; Jadelle, Inc.; Jadelle
13 Jewelry and Diamonds, LLC; Levin Prado; Xiomora Cortez; and Does 1-260, inclusive.

14 35. Al-Sabah then filed a First Amended Complaint in the 42446 Action alleging the
15 following causes of action: (1) Breach of Contract; (2) Breach of Fiduciary Duty; (3) Promissory
16 Estoppel; (4) Breach of Fiduciary Duty; (5) Fraud and Deceit; (6) Civil Theft – Violation of Penal
17 Code Section 496; (7) Negligence; (8) Money Had and Received; (9) Constructive Fraud; (10)
18 Quiet Title; (11) Involuntary Dissolution of Limited Liability Company; (12) Appointment of
19 Receiver and Injunctive Relief; (13) Conversion –Rechnitz Defendants; and (14) Declaratory
20 Relief – Rechnitz Defendants.

21 36. Upon information and belief, at least a portion of the funds that are the subject of the
22 State Actions were misappropriated and embezzled by Al-Sabah and others from Kuwait. As set
23 forth in the complaints, the State Actions brought by Al-Sabah relate to at least \$163 million
24 transferred or otherwise paid by Al-Sabah to Defendants for purported investments for Al-Sabah’s
25 benefit. According to the complaints, Al-Sabah and/or Defendants used these funds to purchase,
26 among other things, the following assets (the “**Disputed Properties**”):

27 a. Real property in Los Angeles, California (APN 4360-033-012) (the “**Wilshire 402**
28 **Property**”);

- 1 b. Real property in Los Angeles, California (APN 4360-033-112) (the “**Wilshire**
2 **Penthouse Property**”);
3 c. Real property in Los Angeles, California (APN 4328-019-004) (the “**Bedford**
4 **Property**”);
5 d. Real property in Beverly Hills, California (APN 4348-013-030) (the “**Summit**
6 **Property**”); and
7 e. Real property in Beverly Hills, California (APN 4350-001-018) (the “**Alta**
8 **Property**”).

9 37. Upon information and belief, the Wilshire 402 Property, the Wilshire Penthouse
10 Property, the Bedford Property, the Summit Property, and the Alta Property were purchased with
11 funds that were embezzled and misappropriated by Al-Sabah and others from Kuwait.

12 38. Upon information and belief, the above properties are not an exhaustive list of all
13 transactions at issue (the “**Other Transactions**,” together with the Disputed Properties, the
14 “**Disputed Transactions**”).

15 39. Kuwait filed this Complaint within one year of discovering and sufficiently verifying
16 the facts that form the basis of Kuwait’s claims.

17 **FIRST CAUSE OF ACTION**

18 **(Fraudulent Concealment against Al-Sabah)**

19 40. Kuwait re-alleges and incorporates herein by reference, as if fully set forth here, each
20 and every allegation contained in all preceding paragraphs.

21 41. As a public official of Kuwait, Kuwait and Al-Sabah were in a fiduciary relationship,
22 and at all times relevant herein, Al-Sabah held a position of trust in Kuwait.

23 42. Al-Sabah intentionally failed to disclose to Kuwait that certain MAO accounts existed,
24 or that additional accounts were created under the name of the MAO for Al-Sabah’s personal use.
25 Al-Sabah further failed to disclose to Kuwait his wrongful embezzlement and misappropriation of
26 public funds from Kuwait for his personal use. As Minister of Defense of Kuwait—a public
27 official—Al-Sabah was under a duty to disclose the foregoing facts to Kuwait under the laws of

28 ///

1 the state of Kuwait. He had a further duty to disclose the foregoing facts by virtue of his position
2 of trust vis-à-vis Kuwait.

3 43. Al-Sabah prevented Kuwait from discovering his wrongful conduct and Kuwait did not
4 know of the concealed facts. Significantly, Kuwait could not become aware of Al-Sabah's
5 wrongful conduct without disclosure of such conduct by Al-Sabah and his conspirators. Al-Sabah
6 intended to deceive Kuwait by concealing the facts.

7 44. Kuwait was harmed in an amount to be proved at trial, but not less than \$104 million,
8 and Al-Sabah's conduct was a substantial factor in causing Kuwait's harm.

9 **SECOND CAUSE OF ACTION**

10 **(Conversion against Al-Sabah)**

11 45. Kuwait re-alleges and incorporates herein by reference, as if fully set forth here, each
12 and every allegation contained in all preceding paragraphs.

13 46. Kuwait owned and had a right of possession to the funds misappropriated and
14 embezzled by Al-Sabah from Kuwait, which were public funds that Al-Sabah siphoned off for his
15 own personal use in violation of Kuwaiti law. Al-Sabah and/or Defendants used the
16 misappropriated and embezzled funds in connection with the Disputed Transactions.

17 47. Al-Sabah substantially interfered with Kuwait's public funds by knowingly and
18 intentionally taking possession of the funds, misappropriating and embezzling such funds out of
19 Kuwait, and preventing Kuwait from having access to the funds.

20 48. Kuwait did not have knowledge of, approve of, or consent to Al-Sabah's interference
21 with Kuwait's funds.

22 49. Kuwait was harmed in an amount to be proved at trial, but not less than \$104 million,
23 and Al-Sabah's conduct was a substantial factor in causing Kuwait's harm.

24 **THIRD CAUSE OF ACTION**

25 **(Breach Of Fiduciary Duty against Al-Sabah)**

26 50. Kuwait re-alleges and incorporates herein by reference, as if fully set forth here, each
27 and every allegation contained in all preceding paragraphs.

28 ///

1 51. As a public official of Kuwait, Kuwait and Al-Sabah were in a fiduciary relationship,
2 and at all times relevant herein, Al-Sabah held a position of trust in Kuwait. As a military officer
3 and as Minister of Defense of Kuwait, Al-Sabah acted on Kuwait's behalf.

4 52. Al-Sabah intentionally failed to disclose to Kuwait that certain MAO accounts existed,
5 or that additional accounts were created under the name of the MAO for Al-Sabah's personal use.
6 Al-Sabah further failed to disclose to Kuwait his wrongful embezzlement and misappropriation of
7 public funds from Kuwait for his personal use. As Minister of Defense of Kuwait—a public
8 official—Al-Sabah was under a duty to disclose the foregoing facts to Kuwait under the laws of
9 the state of Kuwait. He had a further duty to disclose the foregoing facts by virtue of his position
10 of trust vis-à-vis Kuwait.

11 53. By misappropriating and embezzling public funds from Kuwait for his personal use,
12 Al-Sabah failed to act as a reasonably careful public official would have acted under the same or
13 similar circumstances.

14 54. Kuwait was harmed in an amount to be proved at trial, but not less than \$104 million,
15 and Al-Sabah's conduct was a substantial factor in causing Kuwait's harm.

16 **FOURTH CAUSE OF ACTION**

17 **(Fraudulent Transfer—Cal. Civ. Code §3430.04(a)(1) against Defendants)**

18 55. Kuwait re-alleges and incorporates herein by reference, as if fully set forth here, each
19 and every allegation contained in all preceding paragraphs.

20 56. The funds that Al-Sabah misappropriated and embezzled from Kuwait are public funds
21 of Kuwait and rightfully belong to Kuwait. As such, Kuwait has a right to payment from Al-
22 Sabah in the amount to be proved at trial, but not less than \$104 million. Al-Sabah transferred
23 Kuwait's property to Defendants, and Al-Sabah and/or Defendants ultimately used Kuwait's funds
24 in connection with the Disputed Transactions.

25 57. Al-Sabah transferred the funds to Defendants with the intent to hinder, delay, or
26 defraud Kuwait. Specifically, by failing to inform Kuwait of the wrongful actions and seek
27 Kuwait's approval or consent to the transfers and liquidation of Kuwaiti public funds, Al-Sabah

28 ///

1 intended to remove or conceal assets to make it more difficult for Kuwait to collect Kuwait's
2 property.

3 58. Kuwait was harmed in an amount to be proved at trial, but not less than \$104 million.
4 Al-Sabah and Defendants' conduct was a substantial factor in causing Kuwait's harm.

5 **FIFTH CAUSE OF ACTION**

6 **(Constructive Fraudulent Transfer—Cal. Civ. Code §3429.04(a)(2) against Defendants)**

7 59. Kuwait re-alleges and incorporates herein by reference, as if fully set forth here, each
8 and every allegation contained in all preceding paragraphs.

9 60. The funds that Al-Sabah misappropriated and embezzled from Kuwait are public funds
10 of Kuwait and rightfully belong to Kuwait. As such, Kuwait has a right to payment from Al-
11 Sabah in the amount to be proved at trial, but not less than \$104 million. Al-Sabah transferred
12 Kuwait's property to Defendants, and Al-Sabah and/or Defendants ultimately used Kuwait's funds
13 in connection with the Disputed Transactions.

14 61. Al-Sabah was about to enter into the transaction with Defendants relating to the
15 Disputed Transactions when Al-Sabah's remaining assets were unreasonably small for the
16 transaction. Al-Sabah believed or reasonably should have believed that he would incur debts
17 beyond his ability to pay as they became due.

18 62. Kuwait was harmed in an amount to be proved at trial, but not less than \$104 million.
19 Al-Sabah and Defendants' conduct was a substantial factor in causing Kuwait's harm.

20 **SIXTH CAUSE OF ACTION**

21 **(Constructive Fraudulent Transfer—Cal. Civ. Code §3439.05 against Defendants)**

22 63. Kuwait re-alleges and incorporates herein by reference, as if fully set forth here, each
23 and every allegation contained in all preceding paragraphs.

24 64. The funds that Al-Sabah misappropriated and embezzled from Kuwait are public funds
25 of Kuwait and rightfully belong to Kuwait. As such, Kuwait has a right to payment from Al-
26 Sabah in the amount to be proved at trial, but not less than \$104 million. Al-Sabah transferred
27 Kuwait's property to Defendants, and Al-Sabah and/or Defendants ultimately used Kuwait's funds

28 ///

1 in connection with the Disputed Transactions. Kuwait's right to payment from Al-Sabah arose
2 before Al-Sabah transferred the funds to Defendants.

3 65. Al-Sabah did not receive reasonably equivalent value for the transfer.

4 66. Al-Sabah was insolvent at the time the transfer was made, or became insolvent as a
5 result of the transfer.

6 67. Kuwait was harmed in an amount to be proved at trial, but not less than \$104 million.
7 Al-Sabah and Defendants' conduct was a substantial factor in causing Kuwait's harm.

8 **SEVENTH CAUSE OF ACTION**

9 **(Money Had and Received against Defendants)**

10 68. Kuwait re-alleges and incorporates herein by reference, as if fully set forth here, each
11 and every allegation contained in all preceding paragraphs.

12 69. Al-Sabah wrongfully misappropriated and embezzled funds from Kuwait in an amount
13 to be proved at trial, but not less than \$104 million.

14 70. Al-Sabah and Defendants received money that was intended to be used for the benefit
15 of Kuwait and the people of the State of Kuwait.

16 71. The money was not used for the benefit of Kuwait or the people of Kuwait.

17 72. Al-Sabah and Defendants have not returned the money to Kuwait.

18 73. Kuwait was harmed in an amount to be proved at trial, but not less than \$104 million.

19 **EIGHTH CAUSE OF ACTION**

20 **(Imposition of Constructive Trust against Defendants)**

21 74. Kuwait re-alleges and incorporates herein by reference, as if fully set forth here, each
22 and every allegation contained in all preceding paragraphs.

23 75. Al-Sabah wrongfully misappropriated and embezzled funds from Kuwait in an amount
24 to be proved at trial, but not less than \$104 million.

25 76. Al-Sabah and Defendants received public funds from Kuwait that belong to Kuwait
26 and were intended to be used for the benefit of the people of the State of Kuwait.

27 77. Al-Sabah and Defendants are not the rightful owners of the funds and/or Disputed
28 Properties and are involuntary trustees for the benefit of Kuwait.

1 **NINTH CAUSE OF ACTION**

2 **(Unjust Enrichment against Defendants)**

3 78. Kuwait re-alleges and incorporates herein by reference, as if fully set forth here, each
4 and every allegation contained in all preceding paragraphs.

5 79. Al-Sabah wrongfully misappropriated and embezzled funds from Kuwait in an amount
6 to be proved at trial, but not less than \$104 million.

7 80. Al-Sabah and Defendants received public funds from Kuwait that belong to Kuwait
8 and were intended to be used for the benefit of the people of the State of Kuwait.

9 81. Al-Sabah and Defendants wrongfully possess Kuwait's property and as a result, have
10 been unjustly enriched at Kuwait's expense.

11 WHEREFORE, Kuwait prays for judgment as follows:

- 12 1. For damages in an amount according to proof;
13 2. For an order compelling Defendants to transfer legal title to and possession of the
14 Disputed Properties to Kuwait;
15 3. For the imposition of a constructive trust; and
16 4. For costs of suit and such other relief as the Court deems just.

17
18 DATED: May 13, 2022

Respectfully submitted,

19 BROWN RUDNICK LLP

20
21 By: 

LEO J. PRESIADO

Attorneys for Kuwait

GOVERNMENT OF THE STATE OF KUWAIT