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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES, CENTRAL DISTRICT

WILLIAM B. PITT, an individual, and MONDO BONGO, LLC, a California limited liability company,

Plaintiffs,

v.

ANGELINA JOLIE, an individual, NOUVEL, LLC, a California limited liability company, YURI SHEFLER, an individual, ALEXEY OLIYNIK, an individual, SPI GROUP HOLDING LIMITED, a Cyprus private limited company, TENUTE DEL MONDO B.V., a Netherlands private limited company, and ROES 1–10,

Defendants.

and RELATED CROSS-ACTIONS.

Case No. 22STCV06081

SECOND AMENDED COMPLAINT FOR:

(1) BREACH OF IMPLIED-IN-FACT CONTRACT;
(2) BREACH OF QUASI-CONTRACT, PLEADED IN THE ALTERNATIVE;
(3) & (4) BREACH OF IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING;
(5) ABUSE OF RIGHTS UNDER ARTICLE 6-1 OF THE LUXEMBOURG CIVIL CODE;
(6) TORTIOUS INTERFERENCE WITH CONTRACTUAL RELATIONS, PLEADED IN THE ALTERNATIVE;
(7) TORTIOUS INTERFERENCE WITH CONTRACTUAL RELATIONS;
(8) TORTIOUS INTERFERENCE WITH PROSPECTIVE BUSINESS RELATIONS; and
(9) CONSTRUCTIVE TRUST*

DEMAND FOR JURY TRIAL

Judge: Hon. Lia Martin
Dept.: 16

* Plaintiffs' Second Amended Complaint is being filed pursuant to the Joint Stipulation and Order Extending Time for Plaintiffs to File Second Amended Complaint, which the Court entered on June 16, 2023.

Plaintiffs WILLIAM B. PITT, an individual, and MONDO BONGO, LLC, a California limited liability company, by and through their attorneys, upon knowledge as to themselves and their own acts, and upon information and belief as to all other matters, hereby bring this Second Amended Complaint against Defendants ANGELINA JOLIE, an individual, NOUVEL, LLC, a California limited liability company, YURI SHEFLER, an individual, ALEXEY OLIYNIK, an individual, SPI GROUP HOLDING LIMITED, a Cyprus private limited company, TENUTE DEL MONDO B.V., a Netherlands private limited company, and ROES 1-10, pleading as follows:

INTRODUCTION

1. In 2008, Brad Pitt and Angelina Jolie purchased a controlling interest in Château Miraval S.A., a French entity comprising a home and vineyard in the south of France. Pitt and Jolie purchased the château as a home to share with their children and the vineyard as a family business. As reflected by their conduct and statements to one another over time, Pitt and Jolie agreed that they would hold Miraval together and, if the time came, that they would sell their interests separately only with the other's consent. As Jolie said to Pitt referencing Miraval, "I agree it all has to go if it goes."

2. Pitt and Jolie owned their interests in Miraval through their respective California limited liability companies, Mondo Bongo and Nouvel. Jolie created Nouvel for that sole purpose. Consistent with Pitt and Jolie's agreement to hold Miraval together, Mondo Bongo and Nouvel also entered into a written agreement in 2013 to give each other a right of first refusal over any sale of their respective interests in Miraval. The written agreement also precluded Mondo Bongo and Nouvel from selling their interests without the other's consent.

3. The couple spent the holidays at Miraval with their children and were married there in 2014. Meanwhile, the family business became Pitt's passion—and a profitable one. In 2013, Pitt teamed up with Marc Perrin of the esteemed Perrin French winemaking family. Pitt and Perrin shared a joint vision for Miraval. Together they would create one of the first high-end rosé wines, branded as a family-owned, family-run French wine business. That strategy met

with success. Under Pitt's and Perrin's stewardship, Miraval has grown into a multimillion-dollar global business and one of the world's most highly regarded makers of rosé wine.

4. Jolie, though supportive of Pitt's efforts on behalf of the family, did none of the work necessary for Miraval's success. Instead, she stood by as Pitt invested money and sweat equity into the home and business in reliance on her promise to hold Miraval together, as well as the contractual rights her holding company Nouvel owed his. Even after the couple separated in 2016, she reassured Pitt that she still saw Miraval as "an investment and business [their children] will inherit." And if they ever sold Miraval together or if Pitt bought her out, she promised: "I leave with what I put in and nothing additional." Jolie recognized this meant that—despite their nominal 50-50 interest in Miraval—a 68-32 allocation of proceeds between Pitt and herself would be fair. At that time, Pitt had already invested nearly $50 million more than Jolie in Miraval. And based on Jolie's promises, Pitt continued to invest his time and money in the wine business.

5. By 2019, Pitt and Jolie were finalizing their divorce, and Jolie wanted out of Miraval. In recognition of the contractual rights she and Nouvel owed Pitt and Mondo Bongo, and the promises she made Pitt even after their separation, Jolie acknowledged that there were only "two ways forward." Pitt and Jolie could sell Miraval jointly, or Pitt could buy her out. The former couple thus began exclusive buyout negotiations.

6. But in the summer of 2021, amid a heated child custody dispute with Pitt, Jolie terminated those discussions and secretly purported to sell a 50% stake in the family home and family business to Tenute del Mondo. Tenute del Mondo is part of the Russia-affiliated spirits conglomerate Stoli Group, which is owned and controlled by billionaire Yuri Shefler. Shefler, who has been designated as an "oligarch in the Russian Federation" by the U.S. Treasury Department, had previously sought to buy Miraval, and Pitt had turned him down.

7. Pitt learned of Jolie's putative sale to Stoli by way of a press release announcing that Stoli was "thrilled to have a position alongside Brad Pitt as curators" of Miraval rosé. That was by design: Jolie collaborated in secret with Shefler and his associates to pursue and then consummate the purported sale, ensuring that Pitt would be kept in the dark as Stoli and Jolie

knowingly violated Pitt's and Mondo Bongo's contractual rights and forced a stranger into Pitt's family home.

8. Through her putative sale to Shefler and his Stoli affiliates, Jolie sought to seize profits she had not earned and returns on an investment she did not make. Jolie also sought to inflict harm on Pitt. Jolie knew that Pitt would object to Stoli as an owner of Miraval and that Shefler and his affiliates would try to interfere in the home and business Pitt built and disrupt its successful strategy as a family-owned and family-operated French vineyard.

9. And that is exactly what Shefler and his affiliates have done. Since claiming to acquire Jolie's interest in Miraval, Stoli has attempted a hostile takeover of the wine business—destabilizing Miraval's operations, seeking access to Miraval's confidential and proprietary information for the benefit of Shefler's competing enterprise, and trying to tear apart the winemaking partnership between the Pitt and Perrin families that is at the heart of Miraval and key to its success.

10. Worse, Miraval's association with Shefler and Stoli poses an existential threat to the business. Shefler's Russia-affiliated spirits conglomerate has been the subject of repeated boycotts in connection with Vladimir Putin's invasion of Ukraine and homophobic legislative agenda. While Shefler may be seeking to launder his reputation by forcing a partnership with one of the world's most well-known and popular actors, affiliation with Shefler and Stoli jeopardizes the reputation of the business that Pitt so carefully built with Perrin and with which Pitt has so closely and carefully associated himself and his image.

11. All of this is the direct result of Stoli's and Jolie's secretive, unlawful, and tortious conduct and that of others acting with them. In violation of Pitt's and Mondo Bongo's contractual rights, Stoli and Jolie have sought to force Pitt into a partnership with a stranger, and worse yet, a stranger with poisonous associations and intentions.

12. The purported sale is unlawful, on the multiple grounds set out below. The purported sale breaches the contractual agreement between Jolie and Pitt to hold Miraval together and not sell their interests separately without the other's consent, which formed the foundation of the couple's continued, and unequal, investment in Miraval over time. The

purported sale violates the written contract between the holding entities through which Pitt and Jolie owned their respective investments in Miraval for nearly 15 years, which provided each entity a right of first refusal over the other's interest in Miraval. The purported sale disrupts Pitt's right to enjoy the home he established for his family. And the purported sale tortiously interferes with Pitt's and Mondo Bongo's contractual rights, as well as with Pitt's winemaking partnership with Perrin, upon which Miraval was built.

THE PARTIES

13. Plaintiff William B. Pitt is an individual residing in Los Angeles, California.

14. Plaintiff Mondo Bongo, LLC is a limited liability company organized and existing under the laws of California. Pitt is the sole member of Mondo Bongo, holding 100% of its membership interest.

15. Defendant Angelina Jolie is an individual residing in Los Angeles, California.

16. Defendant Nouvel, LLC is a limited liability company organized and existing under the laws of California. Jolie formed Nouvel for the sole purpose of purchasing and holding shares in the parent entity of Miraval. Prior to her purported sale of Nouvel, Jolie was the sole member of Nouvel and held 100% of its membership interest. Also prior to Jolie's purported sale of Nouvel, Jolie's business manager, Terry Bird, served as the secretary and manager of Nouvel.

17. Defendant Yuri Shefler is an individual who resided in the United Kingdom at the time he was served with the pleadings in this action. Shefler now purports to reside in Switzerland. Shefler is the ultimate beneficial owner of SPI Group Holding Limited ("SPI Group"), Tenute del Mondo, and Nouvel.

18. Defendant Alexey Oliynik is an individual residing in Switzerland. Oliynik is a purported manager of Nouvel, a director of SPI Group, and a longtime associate of Shefler.

19. Defendant SPI Group is a private limited company organized under the laws of Cyprus and the corporate parent of Tenute del Mondo and, now, Nouvel. SPI Group products are produced, managed, and distributed by Stoli Group. This complaint also refers to SPI Group,

together with its subsidiaries, affiliates, directors, and officers, including Shefler, as "Stoli" or the "Stoli Group."

20. Defendant Tenute del Mondo is a private limited company organized and existing under the laws of the Netherlands, the purported member of Nouvel, and a subsidiary of SPI Group.

21. The names and capacities, whether individual, corporate, or otherwise, of Defendants named herein as Roes 1 through 10, inclusive, are unknown to Plaintiffs. Plaintiffs therefore sue said Defendants by fictitious names. Plaintiffs will amend this Second Amended Complaint to substitute the true names and capacities of such Roes when they have been ascertained.

JURISDICTION AND VENUE

22. This Court has personal jurisdiction over Jolie pursuant to California Code of Civil Procedure § 410.10, because she conducted business in, is a resident of, and/or committed the acts alleged herein in California.

23. This Court has personal jurisdiction over Nouvel pursuant to California Code of Civil Procedure § 410.10, because Nouvel is a limited liability company organized and existing under the laws of California with its principal place of business in California, and/or because it committed the acts alleged herein in California.

24. This Court has personal jurisdiction over Shefler pursuant to California Code of Civil Procedure § 410.10, because he has the requisite minimum contacts with California. Shefler purposefully availed himself of the forum, and Plaintiffs' causes of action arise out of or relate to Shefler's forum-related contacts.

25. This Court has personal jurisdiction over Oliynik pursuant to California Code of Civil Procedure § 410.10, because he has the requisite minimum contacts with California. Oliynik purposefully availed himself of the forum, and Plaintiffs' causes of action arise out of or relate to Oliynik's forum-related contacts.

26. This Court has personal jurisdiction over SPI Group pursuant to California Code of Civil Procedure § 410.10, because it exercises continual and pervasive control of its agent and

indirect subsidiary Nouvel—a California LLC—and because it has the requisite minimum contacts with California. SPI Group purposefully availed itself of the forum, and Plaintiffs' causes of action arise out of or relate to SPI Group's forum-related contacts.

27. This Court has personal jurisdiction over Tenute del Mondo pursuant to California Code of Civil Procedure § 410.10, because it exercises continual and pervasive control of its agent and direct subsidiary Nouvel—a California LLC—and because it has the requisite minimum contacts with California. Tenute del Mondo purposefully availed itself of the forum, and Plaintiffs' causes of action arise out of or relate to Tenute del Mondo's forum-related contacts.

28. Venue is proper pursuant to California Code of Civil Procedure § 395(a), because Jolie resides in the County of Los Angeles, California.

29. This Court has subject matter jurisdiction over this action because Plaintiffs assert claims under California law and the amount in controversy exceeds this Court's jurisdictional minimum.

30. The bases for the Court's personal jurisdiction over Shefler, Oliynik, SPI Group, and Tenute del Mondo (the "Stoli Parties") include but are not limited to the following:

a. Tenute del Mondo purported to purchase Nouvel (a California entity) from Jolie (a California resident), for the purpose of the Stoli Parties' entering into a long-term business relationship with Pitt (another California resident) and leveraging his worldwide fame. Tenute del Mondo made this purported purchase following months-long negotiations that began in March 2021, when the Stoli Parties' representatives directly contacted Jolie's California counsel.

b. Shefler—the founder and ultimate controller of the Stoli empire, including SPI Group and Tenute del Mondo—personally participated in the negotiations for the purchase of Nouvel. While Shefler has represented in court filings in this action that he "did not participate in the negotiations . . . concerning the sale of Nouvel," and that his "relationship with Nouvel" is "highly attenuated" and "separated by multiple levels of corporate subsidiaries," Stoli's document production shows this to be untrue. For instance, documents produced by the Stoli Parties indicate that a bank relied on Shefler's personal accounts and assets held at the bank in

agreeing to issue a guarantee letter in connection with the purported transaction and addressed related correspondence to Shefler personally.

c. Shefler's numerous letters to Jolie (a California resident) further confirm Shefler's personal participation in the deal and the fiction of his representation that his relationship to Nouvel is "highly attenuated." In July 2021, Shefler thanked Jolie for accepting his offer to purchase her stake in Miraval. As he put it to Jolie: "[T]hank you for your trust in me & my company, and accepting my offer made in regards to sale of Miraval." And in September 2021, shortly before the purported deal closed, Shefler reached out to Jolie again, this time thanking her "for [her] willingness to assist in resolving potential issues with [Pitt]" and expressing regret that their "unique transaction . . . is not as straight forward as we would all like." Even after the deal closed, Shefler continued sending letters to Jolie concerning the purported transaction, at one point asking her to consider extending "the remaining payments [he owed Jolie] for couple of months [sic], which would really help my company." After a back-and-forth through their representatives, Shefler and Jolie came to an agreement to extend certain payments. Shefler has also sent communications to Pitt, in turn threatening him and in turn expressing a fervent desire to partner with him.

d. Oliynik, as Shefler's right-hand man and a director of SPI Group, spearheaded the Stoli Parties' negotiations with Jolie and Nouvel, including by communicating directly with Jolie's California-based business manager, Bird, who advised Jolie during the negotiations. Oliynik also communicated with Stoli's California-based lawyers at Stoel Rives, LLP—the California law firm that the Stoli Parties retained as deal counsel for their purported purchase of Nouvel.

e. During the negotiations, the Stoli Parties required Jolie (a Californian) to petition the California Superior Court overseeing her divorce proceedings with Pitt to lift automatic temporary restraining orders ("ATROs") that prevented her from selling her assets, including Nouvel (her California LLC). The Stoli Parties conditioned their purported acquisition of Nouvel on the lifting of the ATROs by the California courts, as reflected in transaction agreements between Jolie and the Stoli Parties. Jolie's deal counsel affirmed in a declaration

submitted to the California Superior Court that Jolie sought this relief for the purpose of facilitating her negotiations with a third-party buyer and her eventual purported sale of Nouvel. (Pitt, in good faith, agreed to stipulate to the lifting of the ATROs, but explicitly stated that he did "***not consent***[]" to the sale of Nouvel—an assertion of Pitt's rights that Stoli and Jolie ignored.) Among other things, by leveraging a California court to advance their negotiations, and by conditioning the transaction on the actions of that court, the Stoli Parties intentionally directed their conduct toward California.

f. The transaction agreements between the Stoli Parties and Jolie, by which the Stoli Parties consummated their purported purchase of Nouvel, further demonstrate the Stoli Parties' connection to the California forum. Under both the Exclusivity Agreement that Tenute del Mondo and Jolie entered on July 9, 2021 (the "Exclusivity Agreement"), and the Membership Interest Purchase Agreement they entered on September 24, 2021 (the "Purchase Agreement"), Tenute del Mondo submitted to the "exclusive[]" jurisdiction of the California courts and for the parties' disputes to be "governed by and construed in accordance with" California law. *See* Purchase Agreement § 9.11; Exclusivity Agreement § 11. In fact, early drafts of the Purchase Agreement indicate that it was the *Stoli Parties* that insisted the agreement be governed by California law, rejecting Jolie's repeated suggestions that Delaware or New York law apply.

g. The Stoli Parties also have secured ongoing contractual benefits from Jolie, a California resident, through the Purchase Agreement. Under its terms, Tenute del Mondo—and the other Stoli Parties and their affiliates—are entitled to indemnification from Jolie for "all Losses" resulting from "any Liability of [Nouvel]" resulting from breaches of key representations and warranties, including Jolie's authority to sell Nouvel, for three years after the closing of the purported deal. *See* Purchase Agreement § 7.2(a). Jolie is also required to "assist[]" Tenute del Mondo after the closing to "implement the transactions" to which the parties agreed—in other words, to assist Tenute del Mondo in rebuffing any challenges to the deal. *Id.* § 5.4. The Stoli Parties' contractual relationship with Jolie in connection with their purported purchase of Nouvel is also ongoing pursuant to an addendum to the Purchase Agreement, which requires Jolie to cooperate with the Stoli Parties and to bear the cost of certain

attorneys' fees incurred in connection with ongoing litigation between Mondo Bongo and Stoli-controlled Nouvel in Europe. *See* Addendum to Purchase Agreement dated September 27, 2021 (the "First Addendum") § 2. Moreover, in connection with the European litigation, the Stoli Parties, including Oliynik personally, were granted access to the files of California-based Bird, and they secured a declaration from Jolie (executed in Los Angeles, California).

h. The Stoli Parties have continued to avail themselves of the California forum since purportedly purchasing Nouvel. Upon announcing the purported transaction, the Stoli Parties issued a press release touting their relationship with Pitt, a California-based Hollywood movie star, and a senior executive of Stoli boasted of its "partnership" with Pitt in a leading wine publication. Thus, in addition to forcing their way into Pitt's family business, the Stoli Parties are seeking to benefit from affiliation with Pitt's fame, without Pitt's consent.

i. In addition, since closing the purported transaction, the Stoli Parties, including SPI Group and Tenute del Mondo, promptly installed Oliynik as manager of Nouvel. Oliynik holds himself out as the effective CEO of this California LLC. In that capacity, Oliynik has directed Nouvel's conduct on behalf of Shefler, himself, SPI Group, and Tenute del Mondo, including their efforts to force their way into the management of Miraval and to disrupt Pitt's and Mondo Bongo's business interests. These individuals and entities have leveraged Nouvel to attempt a hostile takeover of Miraval. In so doing, they use Nouvel as a mere instrumentality through which they act, rather than treat Nouvel as an independent corporate entity. Nouvel is a California LLC and thus all of its conduct in this regard emanates from the State of California.

j. The Stoli Parties have even admitted that they dominate and control Nouvel. In Nouvel's Cross-Complaint in this very action, the Stoli Parties (through Nouvel) alleged that they used Nouvel to seek the assistance of yet another California court, boasting that "the Stoli Group has . . . cause[d] Nouvel to seek . . . permission to obtain documents" from Pitt, Mondo Bongo, and Warren Grant, Pitt's business manager, pursuant to a subpoena before a California federal court for use in European litigation.

31. In sum, the Stoli Parties purchased a California LLC (Nouvel) from a Californian (Jolie), for the purpose of doing business with another Californian (Pitt) and another California

LLC (Mondo Bongo). In so doing, the Stoli Parties relied on California deal counsel (Stoel Rives), sought the relief or assistance of multiple California courts, and insisted on a California forum to resolve any disputes. And the Stoli Parties continue to act through Nouvel, *i.e.*, their California LLC, in their ongoing effort to control Miraval and interfere in the interests of Pitt and Mondo Bongo. The Stoli Parties have availed themselves of the benefits of the California forum and are subject to jurisdiction before this Court.

FACTUAL BACKGROUND

A. Pitt and Jolie acquire Miraval.

32. Château Miraval S.A. is a French company that owns a residential property and vineyard located in Correns, France. When Pitt and Jolie first became interested in purchasing Miraval in 2008, Château Miraval S.A. was owned by Quimicum S.A. ("Quimicum"), a Luxembourg limited liability company. Quimicum and Miraval were then owned by a hobbyist who operated a small, unprofitable wine business on the estate. (In this complaint, "Miraval" refers to both the Château Miraval estate, where Pitt and Jolie were married in 2014, and its associated wine business.)

33. To effectuate their acquisition of Miraval in 2008, Pitt and Jolie each established a California limited liability company. Pitt named his entity "Mondo Bongo" after a song featured in *Mr. and Mrs. Smith*, the film that Pitt and Jolie were making when they met. Jolie named her entity "Nouvel," the middle name of one of the couple's children. Jolie formed Nouvel for the sole purpose of holding her interest in Quimicum (and, indirectly, Miraval) and nothing else.

34. Through Mondo Bongo, Pitt paid roughly €15 million to acquire 600 shares of Quimicum, constituting an indirect 60% ownership interest in Château Miraval S.A. Through Nouvel, Jolie paid roughly €10 million to acquire 400 shares of Quimicum, constituting an indirect 40% ownership interest in Château Miraval S.A. Pitt and Jolie subsequently leased the estate for appropriate consideration from Château Miraval S.A.

B. Pitt takes the lead on developing Miraval's grounds and building the business.

35. When Pitt and Jolie purchased Miraval in 2008, they envisioned that it would serve as a private home for the couple and their family, and that Pitt could develop its vineyard

into a successful, family-owned wine business for the long-term benefit of Pitt, Jolie, and their children. As Jolie put it: They bought Miraval "as a family, for our family," and "intended it to be a family business."

36. From the time of the acquisition, the couple agreed that Miraval was in need of renovation, particularly if the grounds were to support a viable wine business and serve as the flagship property used to advertise and promote that business. As Jolie has publicly acknowledged, it was Pitt who "took responsibility for the architecture and renovation of Miraval"; Miraval "was [Pitt's] passion." Indeed, in this very action, Nouvel has stated that "[b]y agreement, . . . [o]versight of the couple's investment in Chateau Miraval was left in the hands of Pitt."

37. While Pitt had been led to believe in the run-up to the purchase that the existing wine business on the estate could pay for itself, that was not true. The business was losing money each year. Initially, Pitt and Jolie determined that they would invest in Miraval, through loans through Quimicum, on a *pro rata* basis reflecting their respective 60-40 ownership interest. But in 2013, in the midst of renovations, Jolie stopped contributing. Jolie's business manager explained Jolie's reasoning: "Although Angie is very excited and pleased about the changes to the property and knows that Miraval is going to be a beautiful home for their family," her decision to direct films (instead of act) left her unable to afford further contributions.

38. Thus, as both Pitt and Jolie—by then engaged to be married—recognized, unless Pitt continued to finance the development of Miraval, the couple's plan for their family estate and business would be derailed.

39. By late 2016, Pitt had invested nearly $50 million more in Miraval than had Jolie. This meant that Pitt had funded roughly 70% of the couple's investment, while Jolie had funded the remaining 30%. These percentages and amounts were reflected in accounts that Jolie's business manager would later send to Pitt.

40. In making these investments, Pitt was assured—based on, among other things, the couple's years-long relationship and marriage, their joint vision for Miraval as a family-owned and operated business, her assurances to him that she shared that vision and would not disrupt it,

Pitt's transformation of the estate into a private residence for the family, and Jolie's willingness to allow him to invest in a manner far disproportionate to his relative ownership share—that, as a matter of mutual and binding commitment, the couple would hold Miraval together, and that, if the time ever came, neither could or would dispose of his or her interest separately without the other's consent.

41. For many years, Jolie honored that commitment. As Jolie assured Pitt while he continued to make these disproportionate investments even after their separation, "All of Miraval is based on an event we both say won't happen"—*i.e.*, a sale of Miraval away from the family.

42. Pitt would not have made these investments but for the rights Jolie owed him and these promises she made him.

C. Mondo Bongo and Nouvel reincorporate Quimicum as a private LLC and agree to substantial transfer restrictions on the sale of Quimicum shares.

43. Pitt also made these investments in Miraval in reliance on the written contractual rights that ran between Mondo Bongo and Nouvel. Several months before Jolie announced that she would cease investing in Miraval, Mondo Bongo and Nouvel converted Quimicum S.A.—the Luxembourgish entity through which Pitt and Jolie held their downstream interests in Miraval—into a private limited liability company, renamed Quimicum S.à r.l. In contrast to an S.A. (société anonyme), an s.à r.l. (société à responsabilité limitée) is the Luxembourgish business entity that is commonly used for private family businesses.

44. To effect this conversion, on March 25, 2013, Mondo Bongo and Nouvel agreed to the Quimicum Articles of Association (the "Quimicum Articles"), *see* Ex. 1—a separate (but consistent) agreement from the commitment Pitt and Jolie made with each other directly—which significantly restricted the transfer of Nouvel's or Mondo Bongo's Quimicum shares (*i.e.*, their interests in Miraval) (the "Quimicum Transfer Restrictions"). Section 5.4.3 of the Quimicum Articles prohibits the transfer of Quimicum shares "*inter vivos* to non-shareholders" without the approval of 75% of shareholders. Under governing Luxembourg law, this provision applies to any transfer of Mondo Bongo's or Nouvel's shares of Quimicum to a third-party individual or entity.

45. Through Article 13, the Quimicum Articles also incorporate by reference a Luxembourg statute, Article 710-12 of the Law of 10 August 1915, which supplements Section 5.4.3 of the Quimicum Articles. Under Article 710-12, if a Quimicum shareholder rejects the proposed transfer of shares to a third party, the shareholder may either purchase the shares on the same terms offered to the third party or cause Quimicum to buy back the shares. The statute thus supplies Quimicum's shareholders an enhanced right of first refusal.

46. Because Nouvel did not hold 75% of Quimicum (and by extension Miraval), the Quimicum Transfer Restrictions imposed a contractual obligation on Nouvel to obtain Mondo Bongo's consent before transferring Nouvel's shares in Quimicum (and thus its interest in Miraval) to a third party. If Mondo Bongo were to object to the transfer, the Quimicum Transfer Restrictions allowed Mondo Bongo to exercise its right of first refusal or cause Quimicum to repurchase Nouvel's shares of Quimicum (and so, its stake in Miraval).

47. Thus, while Pitt did not seek a written "buy / sell" agreement when he and Jolie first acquired Miraval in 2008 based on his belief that a written agreement predetermining the precise terms of a future sale of the couple's family home and family business was not "necessary for two reasonable people" in a long-term relationship, the Quimicum Transfer Restrictions between Mondo Bongo and Nouvel (entered the same year Miraval began its partnership with Perrin, as described further below), as well as the mutual and binding commitment between Pitt and Jolie directly evidenced by their conduct and statements over time, ensured that each party would be protected in the event of a sale.

D. In December 2013, Mondo Bongo transfers 100 shares of Quimicum to Nouvel for no consideration, in reliance on Pitt's understanding with Jolie.

48. In December 2013, shortly before he and Jolie married, Pitt, through Mondo Bongo, entered into a transaction that transferred 100 Quimicum shares (or 10% of Quimicum) to Nouvel for the sum of €1, never paid, such that Mondo Bongo and Nouvel each nominally hold a 50% interest in Quimicum and, by extension, Miraval.

49. At the time of the transfer, Pitt and Jolie understood that, if they ever sold Miraval, their respective proceeds from the sale would reflect their 60-40 ownership split, as

further adjusted for Pitt's disproportionate investments—*not* their nominal 50-50 ownership interests that were effected through a transaction that lacked any consideration. (For this reason, the validity of the transfer is the subject of ongoing proceedings in Luxembourg.)

50. Pitt would not have undertaken this separate transaction absent the contractual relationship between the parties ensuring neither could unilaterally alienate their interest. It would have made no sense for Pitt to contemplate giving up a majority position in Quimicum (and thus Miraval) if Jolie could freely dispose of her stake by selling her interest in Miraval to a third party without Pitt's knowledge and consent. In accepting the 10% interest, Jolie—a sophisticated party who, like Pitt, brought significant independent assets into the couple's relationship—further manifested her understanding of the same.

E. Under Pitt's stewardship, Miraval flourishes.

51. By 2013, after undergoing years of renovations overseen by Pitt, the Miraval estate was finally ready for the Jolie-Pitt family. Construction on the primary home and auxiliary buildings was completed or nearing completion. Jolie was thrilled. As she told Pitt at the end of that year: "It makes me smile . . . The way you describe our home and all the thought that's gone into it. I know in years to come our children and grandchildren will be enjoying all the moments you have created for them."

52. But Pitt remained dissatisfied with Miraval's existing winemaking business. As he explained to a leading wine publication, "I looked at the operation, which was absolutely fine if you are making wine for your friends and neighbors. But I would see our [delivery] car pull up, load two cases of wine to drive them two hours away, and be gone half a day. The business model didn't make sense to me." Worse, the business was hemorrhaging cash.

53. Determined to make world-class, commercially viable wines, Pitt resolved to find a business partner who was up to the task. Pitt identified Marc Perrin, one of France's most highly regarded winemakers, as a partner to reinvent Miraval's wine business and, if the business succeeded, to share in its success. Perrin's business entity, Familles Perrin, is family-owned, as was Château Miraval S.A. Perrin was fully on board with Pitt's family-based vision for the vineyard and brand. And Jolie agreed with Pitt's suggestion to partner with the Perrin family

and their plans for the business: "So exciting. Well handled my love," she told Pitt. "Thank you."

54. On March 21, 2013, Château Miraval S.A. entered into a 50-50 joint venture with Familles Perrin to develop a global wine business that would be associated with the Miraval estate. The joint venture—named Miraval Provence—was initially set up as an SNC (société en nom collectif) and was changed to an SAS (société par actions simplifiée) in August 2021. The joint venture was intended to create a long-term relationship with each side sharing equally.

55. Pitt and Perrin viewed Miraval Provence as a partnership between families. As Pitt told Perrin in an early exchange: "[W]e should always feature the idea of families." Thus, the two family names were used on some of the initial labeling on the wine's gift boxes and bottles:

56. Pitt and Perrin worked together personally to design the labels and bottles for the initial Miraval Côtes de Provence brand. For instance, in late 2012 as they were gearing up to launch Miraval Provence, Perrin sent Pitt an email brainstorming their options for the new labels and bottles. As Perrin explained to Pitt, he wanted the joint venture to develop a bottle that could be "recognize[d] . . . on the shelf of a store without doubts." And he noted that they had an opportunity to use a "very new" type of bottle that was "not used in [P]rovence (where 90% are Bordeaux shapes like the one currently used by [Château Miraval S.A.])." That new shape, Perrin remarked, would also be "very easy to pour for a sommelier," because "it has a nice

'touch' to it." The joint venture might also be able to create "a crest embossed in the glass of the bottle as soon as this year."

57. Pitt responded to Perrin: "I think it's fantastic. But it requires the tiniest of labels as shown. And nothing on the back. So the focus is on the glass and the rose. Can we get away with such . . . a miniature minimalistic label? It's bold."

58. The result of this close collaboration is Miraval's distinctive bottle and label:

59. The first wine developed by the joint venture, the Miraval Rosé 2012, was an instant success. Its first 6,000 bottles sold out online within five hours. *Wine Spectator*, the leading wine publication in the United States, went on to award Miraval Rosé 2012 a coveted spot on its Top 100 of 2013 list—the first rosé to ever appear on the list. As *Wine Spectator* observed, "the wine's quality matched the hype," scoring "an outstanding 90 points on *Wine Spectator*'s 100-point scale"—something no rosé had ever done.

60. Miraval's sales and volume grew significantly in 2014. Unable to keep Miraval's wines in stock, wine purveyors resorted to waiting lists. From the start, Pitt devoted himself to his family's new joint venture with Perrin. In a 2014 interview, Pitt described how he had "learn[ed] about the land and which field is most suitable for which grape." He recounted the rhythms of the harvesting season: "Are we picking today? Where are the sugar levels? How is the acidity? Is it going to rain?"

61. Though Jolie benefitted from Miraval's success, she had no involvement in these efforts. As Jolie herself stated in court documents, "I regarded the house as my home, and I used it for meetings related to my international work."

F. In September 2016, Pitt and Jolie commence divorce proceedings and, in March 2017, discuss their respective equity interests in Miraval.

62. On September 19, 2016, Jolie filed for divorce. Discussions quickly turned to the couple's assets.

63. From March to May 2017, Pitt and Jolie, along with their respective business managers, Warren Grant and Terry Bird, worked out an $8 million loan from Pitt to Jolie for the purchase of Jolie's new California home. In tandem, they discussed how to allot Pitt's and Jolie's respective ownership interests in Miraval in the event that Pitt bought out Jolie or of a joint sale. Throughout the discussions, Jolie and Bird promised Pitt that Jolie "[saw] Miraval as a center point for them and their grandchildren," and that any sale would account for Pitt's disproportionate investment.

64. In March and April 2017, Pitt and Jolie discussed exactly what the split would be in the event of a joint sale, with Jolie at one point informing Pitt that she was amenable to a 68-32 split (reflecting Pitt's and Jolie's actual levels of investments). Jolie assured him, "I will only take what I put in" and "I don't take anything you put in in the future." "Again," she reiterated, "I can't imagine the day this is a reality. It's a gift to our children in the end. It's not even ours really. It's an investment and business they will inherit." In May 2017, Pitt agreed to provide Jolie with the $8 million loan for her new home in California.

65. Over the next few months, Pitt and Jolie continued to discuss how they would split the proceeds in the event of a joint sale of Miraval. Throughout the course of these negotiations, Jolie never questioned Pitt's right to a large majority of the proceeds from any sale or suggested that she could or would sell her interest separately without Pitt's and Mondo Bongo's consent. To the contrary, she vowed to Pitt, "I agree it all has to go if it goes."

66. Jolie also never expressed any doubts about the value of Pitt's contributions to the business, or that Miraval reflects his vision. Instead, she proposed compensating Pitt for his role

in overseeing the investment. As Jolie explained through Bird, Jolie did not want "to restrict [Pitt] creatively," because she "believe[d] in his design" and "trust[ed]" that his decisions would "bring additional value to the property and business." Bird conveyed this message to Pitt: Jolie would not seek any "control over the renovations and enhancements to the property and business."

67. The 2017 discussions between Pitt and Jolie eventually stalled due to Jolie's insistence that Pitt contribute many millions of dollars to her foundation. But those discussions reaffirmed and reinforced the parties' mutual and binding commitment that, notwithstanding the divorce proceedings, they would hold Miraval together and that neither Jolie nor Pitt would sell his or her interest separately to a third party. The discussions were also consistent with the Quimicum Transfer Restrictions, which imposed a contractual obligation on both Mondo Bongo and Nouvel to offer the other a right of first refusal over their separate interests in Miraval.

G. Pitt remains committed to Miraval and continues to steward its expansion.

68. Thus, in ongoing reliance on his and Mondo Bongo's rights, as well as Jolie's promises that she would not take more than she had put into Miraval, Pitt continued to devote substantial attention and resources to the development of the business and the expansion of its production, distribution, and sales. When Marc Perrin was asked about speculation that Pitt and Jolie would sell Miraval in light of their divorce, he dismissed it, drawing on his knowledge of Pitt and Jolie's longstanding approach to Miraval and his own understanding of the partnership between the Pitt and Perrin families. "The rumours about the sale of [Miraval] are false," Perrin told *The Drinks Business*. "It is an investment for the family and the children."

69. And so Pitt and Perrin doubled down on their winemaking partnership, working together to expand Miraval's product lines. In 2019, Miraval launched a new brand—Studio by Miraval—at a lower price point, which achieved millions in sales in its first year on the shelves and has enjoyed tremendous sales and volume growth in the years since.

70. In January 2020, Miraval began partnering with Rodolphe Péters, a revered champagne grower. Pitt's idea, years in the making, was to establish the first champagne house devoted exclusively to rosé champagne. In October 2020, a sub-joint venture established under

Miraval Provence released Fleur de Miraval, the first edition of the partnership's rosé champagne.

71. Interviewed about the venture, Péters explained that Pitt was "involved 200% with everything." Though Pitt "trust[ed] [Perrin and Péters] to make the wine," he still "want[ed] to know, to understand the process." And Pitt was "involved with everything else, the label, the packaging, the marketing." Pitt also appeared in Miraval advertisements, agreeing as part of the joint venture with Perrin that Miraval could use Pitt's own name and image to advance the Miraval brand, without seeking his market-rate endorsement fees.

72. As Miraval expanded under Pitt's and Perrin's stewardship, their vision for the label remained the same: Miraval was a family-based business partnership between the Pitt and Perrin families to create high-quality French wine. Their commitment to this strategy took on even more significance over the years, as rosé wine increased in popularity and Provence-based wines, like Miraval, became the acquisition targets of large spirits conglomerates. As Perrin told Pitt in 2019 after a competing label came under conglomerate ownership: "[N]ow that our main competitor is part of [a] huge corporation, we must reinforce our family-own[ed] / family-run specificity." Pitt agreed and encouraged Perrin to develop a "marque ombrelle" (*i.e.*, an umbrella label) for Miraval that would promote Miraval's wines as "family made."

73. Pitt and Perrin's long-term strategy has yielded exceptional returns. The Perrin family's expertise, experience, and connections in the French winemaking world, along with its investment in the business operations, have proven the perfect match for Pitt's vision for Miraval, his name recognition, and his investment in the estate that serves as its flagship property. As Pitt and Perrin envisioned, the property as developed by Pitt has played a key role in raising the profile of the business and its wines—only made possible by Pitt's outsized commitment of time and resources. Miraval products have come to be sold in over 65 different countries. Revenues have grown rapidly since Miraval first jolted the rosé market in 2013. And volume sales likewise have climbed sharply. In May 2023, *Le Figaro Magazine* ranked Miraval first on its annual list of the most desirable vineyards in Provence, demonstrating the value of those investments in the property and the business.

74. Pitt and Perrin—through significant financial investment and years of sweat equity—have built a highly successful family-owned business. The business has correspondingly grown massively in value since 2008 and is now worth hundreds of millions of dollars.

75. Meanwhile, Jolie did not contribute to the growth of Miraval. Instead, she allowed Pitt to make these investments and devote himself to the business in reliance on her repeated promises to hold the property together with him and to never sell separately, along with the separate consent and first refusal rights that Mondo Bongo possessed vis-à-vis Nouvel through the Quimicum Articles.

76. None of Miraval's success would have occurred if Pitt had not acted in reliance on these rights.

H. Jolie reaffirms the parties' contractual expectations through renewed negotiations with Pitt.

77. As Miraval continued to grow in value, Jolie expressed renewed interest in cashing out of the enterprise. Thus, in mid-2019, Pitt and Jolie resumed discussions about Jolie's potential exit from Miraval. Right out the gate, Jolie abandoned her earlier promise to "only take what [she] put in." Instead, Jolie, who now had the benefit of the $8 million loan, demanded that all negotiations be based on her nominal 50% stake in Miraval. But notwithstanding this reversal in position, Jolie still recognized that she could not sell her interest in Miraval without Pitt.

78. While Pitt disputed Jolie's entitlement to half of Miraval (a position that Jolie eventually backed down from), he was nonetheless prepared to buy Jolie out, either in whole or in part, on reasonable terms.

79. The parties exchanged various proposals concerning the terms that would govern a partial buyout. In January 2021, Jolie wrote to Pitt that she had reached a "painful decision, with a heavy heart." The partial buyout Pitt and Jolie had been negotiating—in which Pitt would purchase a portion of Jolie's stake in Miraval and Jolie would thus continue to share in future appreciation of the business—was off the table. As Jolie explained, she had purchased Miraval with Pitt "as a family business" and as the place where she believed they "would grow old"

together. But, Jolie claimed, given her personal objections, she could no longer maintain any ownership position in an alcohol-based business. According to Jolie (who herself had collected millions of dollars in endorsement fees from Miraval through this period), her decision was prompted by Miraval's recent ad campaign, which featured Pitt's personal image to promote Miraval rosé.

80. Reflecting her and Nouvel's contractual agreements with Pitt and Mondo Bongo, as well as the parties' course of dealings and conduct to date, Jolie explained that there were "two ways forward." The first was an "outright sale" of Miraval by both Pitt and Jolie jointly. In this scenario, Pitt and Jolie would jointly market Miraval to third parties. "The alternative [was] . . . a complete buy out of [her] share," by Pitt and/or Perrin, in which Jolie would sell her entire stake to Pitt and/or, with Pitt's consent, to his trusted business partner. Jolie conveyed the same message to Perrin, explaining that she did "not wish to harm the business or the families involved." The Perrin family, she said, "have been nothing but lovely."

81. Neither scenario contemplated a unilateral sale by Jolie to a third party without Pitt's consent—a scenario that all recognized was impermissible under the parties' agreements. As Jolie's counsel put it, if Pitt and Jolie could not reach a deal, Jolie would "out of necessity have to remain in the business."

82. Pitt, who had invested far more in Miraval than Jolie and saw it as one of his life's works, informed Jolie that he was not interested in selling to a third party but would work with Perrin to acquire Jolie's share of Miraval. Thus, through their representatives, Pitt and Perrin engaged in buyout negotiations with Jolie. The contemplated transaction was structured as a sale of Nouvel's shares in Quimicum (the entity through which the couple owned Miraval), rather than as a sale of Jolie's stake in Nouvel (the entity she created to hold her stake in Quimicum). By late February 2021, the negotiations progressed to a very advanced stage, and the parties even reached an agreement on price: Jolie would receive $46 million upfront, an additional $8.5 million over the next six years, and, at closing, repay Pitt the $7 million that she still owed him on the 2017 loan he had provided for her new California home.

83. The parties were still finalizing terms, including the scope of a non-disparagement clause, however. Jolie agreed to a non-disparagement clause that applied to the wine business. Counsel for Pitt and Perrin, by letter sent on April 16, 2021, sought a standard non-disparagement clause that also covered the "direct and indirect shareholders of the business," including Pitt and Perrin—with a clear exception for court filings and testimony. Given Pitt's close personal association with the Miraval brand and participation in its marketing (which Jolie clearly recognized in claiming that Pitt's appearance in Miraval ads motivated her desire to exit the business completely), the request was viewed as consistent with the parties' already agreed-upon terms designed to protect the business.

84. On May 9, 2021, Jolie's counsel responded with changes that her counsel said were intended to "mutualise[]" and "limit[] the duration" of that clause, but also eliminated the attempt to protect the business by extending the clause to direct and indirect shareholders. Pitt and Perrin's counsel had no objection to mutualizing the clause, but endeavored to continue negotiating its duration and its coverage of direct and indirect shareholders of the business, as well as the duration of the non-compete and confidentiality clauses with which Jolie's counsel also had taken issue.

85. But on May 12, 2021, the private judge chosen by Pitt and Jolie to preside over the couple's custody proceedings (the very same judge who, years earlier, had officiated their wedding at Miraval) issued a tentative ruling—following a months-long trial—finding that the existing custody order required modification, at Pitt's request, in the best interests of Pitt and Jolie's children. On May 13, 2021, the judge also issued a detailed report following his ruling that found Jolie was not credible.

86. Also at this time, unbeknownst to Pitt and as set forth further below, Jolie had been simultaneously and secretly negotiating with Stoli to sell her putative 50% stake in Miraval.

87. Thus, notwithstanding that Pitt and Jolie were on the cusp of striking a deal on a buyout of Jolie's stake in Miraval, on June 13, 2021, Jolie informed counsel handling the negotiations for Pitt and Perrin through her Luxembourg attorney, Laurent Schummer, that she was "stepping back from all aspects of negotiations regarding the sale of her stake in Miraval"

purportedly because of the "restrictive language" requested in the mutual non-disparagement clause, which she claimed was "designed to limit [her] freedom to speak."

88. This was clearly pretextual. Less than a year later, in connection with the former couple's divorce proceedings, Jolie, through divorce counsel, proposed an ***even broader*** non-disparagement clause that would have provided that "[o]ther than in court pleadings or testimony, neither party shall directly or through a party's representatives make in a public forum any derogatory remark about the other party."

89. The mutual and standard clause proposed by counsel for Pitt and Perrin was ***narrower***; it was intended to protect the business. It read:

> At no time for a legally binding period of four (4) years following the Closing Date, and, on a good faith basis, any period thereafter, shall the Parties (i) make any statements, or take any other actions whatsoever, to disparage, defame, or compromise the goodwill, name, brand or reputation of Miraval Provence or any of its affiliates or direct and indirect shareholders, including Ms. Angelina Jolie, Mr. William Bradley Pitt, Mr. Marc Perrin and Familles Perrin SAS or (ii) commit any other action that could likely injure, hinder or interfere with the Business, business relationships or goodwill of Miraval Provence, its affiliates or its direct and indirect shareholders.

The clause also made clear that there would be no limitation on Jolie's ability to speak in connection with Pitt and Jolie's divorce or custody proceedings. It specifically provided:

> This commitment shall however not limit the ability, for any Party, to make any claims, filings or testimony in any legal proceedings.

90. Additionally, Jolie had known about this request for a non-disparagement clause that extended to Pitt (and Perrin), since at least April 2021, and the parties had been actively discussing the term for ***nearly two months***. (Tellingly, Jolie's Cross-Complaint filed in this action incorrectly alleges that she did not learn of this request until June 2021.)

91. On June 15, 2021, Jolie's counsel informed Pitt and Perrin's counsel that Jolie was formally terminating discussions and disingenuously accused Pitt of having no intent of finalizing an agreement. This assertion was without basis and contrary to the extensive engagement by counsel for Pitt and Perrin in seeking to finalize the transaction: Indeed, in order

to fund the buyout, Perrin had secured a substantial loan on extremely favorable terms and he and Pitt were eager to close the deal. All Jolie's counsel, Schummer, could point to as grounds for termination were the standard non-disparagement, non-compete, and confidentiality clauses and two other newly raised, makeweight factors: (1) Pitt and Perrin's request to make a single post-closing payment of $8.5 million after four years, rather than two payments over three years for the same total amount (and still shorter than the parties' previous agreement of payment over six years), and (2) Pitt and Perrin's re-insertion of a material adverse change clause, a standard term in purchase agreements that conditions a sale on the absence of unexpected material changes to the business prior to closing.

92. Pretexts in place, Schummer concluded his letter on behalf of Jolie with a disavowal of Jolie's obligations to Pitt: "we consider ourselves free from any negotiations with you," Schummer wrote, and "free to pursue any other transactions that we would deem appropriate to undertake." That communication flatly contradicted Schummer and Jolie's written recognition only two months earlier that if Jolie did not reach an agreement with Pitt, then she would "out of necessity have to remain in the business." It was also a blatant attempt at record-making—a recognition of Jolie's and Nouvel's respective contractual obligations to obtain Pitt's consent to any sale to a third party and to offer a right of first refusal to Mondo Bongo, and an attempt to suggest that they had met those obligations. Nothing could have been further from the truth.

I. Jolie secretly negotiates the sale of her interest in Miraval to the Stoli Group, a Russia-affiliated spirits conglomerate.

93. The truth, as documents recently produced in this litigation now confirm, was simpler: Jolie had been secretly negotiating with a third-party buyer. And in the wake of the adverse custody ruling, she no longer wanted to sell to Pitt, notwithstanding her contractual obligations and years of assurances to him.

94. Jolie's buyer was the Stoli Group, a Russia-affiliated spirits conglomerate famous for its Stolichnaya vodka and controlled by Russian oligarch Yuri Shefler. Shefler's control over the Stoli empire is absolute.

95. Shefler's interest in Miraval was longstanding. Back in October 2016, Shefler, through Tenute del Mondo (the Stoli Group's wine-focused subsidiary), had immediately seized on news of Pitt and Jolie's September 2016 divorce filing to make a bid for the property and wine business. At that time, Tenute del Mondo, with Shefler's backing, formally offered €60 million for Château Miraval S.A. Shefler also personally offered a bizarre sweetener for Pitt: a €50 million private jet on "very attractive terms," the discounted price of €23 million. Miraval officials rejected the offer.

96. In the spring of 2021, Shefler perceived an opportunity to make a second attempt to get a piece of Miraval, following public reports about the acrimonious custody trial between Pitt and Jolie. Thus, in early April 2021, Shefler's associates contacted Château Miraval S.A.'s CEO, who agreed to meet with them in May 2021. Following this meeting, Pitt confirmed that he had no interest in a deal with Shefler. Château Miraval S.A.'s CEO, aware of Pitt's and Mondo Bongo's contractual consent and first refusal rights concerning any third-party sale, informed Shefler's affiliates that no deal could be done.

97. Meanwhile, seeking to exploit this difficult and emotional period for the couple, Shefler's representatives also had been secretly in touch with Jolie. While Jolie's Cross-Complaint alleges that she only became "receptive" to a third-party sale in May 2021, Jolie's own document productions show this to be untrue. On March 30, 2021, a lawyer for Shefler contacted Jolie's California-based divorce lawyer to inquire whether she would be interested in selling her stake in Miraval. Notwithstanding Jolie's claimed personal objections to the alcohol industry, Jolie was eager to do business with Shefler and his massive spirits conglomerate, best known for its hard-liquor labels. And evidently, she had no qualms about inviting Shefler (who has been designated by the U.S. government as a Russian oligarch) to share the family home that Pitt built for their children's legacy. Just two days later, on April 1, 2021, Jolie's divorce counsel responded that Jolie "may have interest" and connected Stoli to Jolie's Luxembourg-based transactional counsel. Throughout April, Jolie's representatives had numerous phone calls and even an in-person meeting with Stoli, including Oliynik personally, to continue discussions on a potential deal.

98. On May 12, 2021—the same day the private judge in Pitt and Jolie's custody proceedings issued the tentative ruling in Pitt's favor—Bird, as manager of Nouvel, executed the Confidentiality Agreement with Tenute del Mondo (the Stoli entity that Shefler used for the transaction), which required Tenute del Mondo to keep confidential even "the fact that discussions and/or negotiations relating to the Proposed Transaction are taking place." *See* Confidentiality Agreement §§ 1.1, 2.

99. Stoli and Jolie adopted the provision, because they knew that Pitt and Mondo Bongo would oppose this sale. For precisely that reason, they also jointly structured the purported transaction to try to circumvent the rights Nouvel owed Mondo Bongo under the Quimicum Articles. Instead of selling Nouvel's shares in ***Quimicum*** (and thus Jolie's stake in Miraval), which the Quimicum Articles expressly prohibited, and which had been the structure of the sale being negotiated with Pitt, the Confidentiality Agreement contemplated a sale of ***Nouvel itself***. Given that Nouvel was created for the sole purpose of purchasing and holding shares in Quimicum and that its only asset was its interest in Miraval, this structure was an obvious subterfuge.

100. By the end of May 2021, while Jolie was still purporting to negotiate with Pitt and Perrin, Stoli and Jolie had arrived at a ballpark price of $65 million for the deal—a price that was kept secret from Pitt, and which, in the wake of the private judge's ruling finding Jolie not credible, she never gave him the opportunity to match.

101. On June 15, 2021—the same day that Jolie definitively informed Pitt she was terminating buyout discussions and was finally "free to pursue any other transactions"—Stoli and Jolie executed a second Confidentiality Agreement with the same terms as the first one.

102. On June 25, 2021, while disclosing none of this, Jolie informed Pitt through counsel that she wished to lift the ATROs that had been issued at the outset of the couple's divorce proceedings. She explained that she wanted to do so for the purpose of "estate planning." That was another lie. It was a cover for her ongoing, secret negotiations with Stoli—already memorialized through the two Confidentiality Agreements—aimed at executing a vindictive and unlawful sale of Jolie's stake in Miraval.

103. On June 30, 2021, at Stoli's behest, Jolie filed an *ex parte* application asking the divorce court to lift the ATROs so that she could sell her interest in Nouvel (whose only asset was its downstream interest in Miraval). The court denied her application on the ground that Jolie had failed to demonstrate there was any threat of irreparable harm, as is required for *ex parte* relief.

104. Meanwhile, talks between Jolie and Tenute del Mondo—represented by Stoli director Alexey Oliynik, who described himself to Jolie's team as acting as "instructed by Mr. Shefler"—continued to progress in secret. On July 9, 2021, Jolie and Tenute del Mondo executed an Exclusivity Agreement, drafts of which the parties had been exchanging since May 12. The Exclusivity Agreement restricted both parties from communicating with Pitt, ensuring that Pitt would continue to be kept in the dark. Stoli committed that it would "not approach in any manner" Quimicum, Château Miraval, Miraval Provence, or any of their direct or indirect shareholders (*i.e.*, Pitt)—not just for the duration of the Exclusivity Period (the time period for most other obligations in the agreement) but until "the completion of the Transaction." Exclusivity Agreement § 2(g). Jolie, for her part, agreed not to "re-start" any existing negotiations for her stake of Miraval. *Id.* § 2(c)(i). The reference was not subtle: Jolie's only prior negotiations were with Pitt. Of course, this directly and intentionally infringed on the right of first refusal owed to Mondo Bongo, Pitt's holding company.

105. The Exclusivity Agreement also required Jolie to share confidential information of Miraval with Stoli, an outsider and competitor: She agreed to inform Stoli of any acquisition offers made to Château Miraval or Miraval Provence, making clear Stoli's real interest was in a hostile takeover of the wine business that Pitt and Perrin had built. *Id.* § 2(e).

106. On July 15, 2021, Shefler sent Jolie a letter thanking her for "accepting [his] offer," despite the "potential complications of the deal" and even though it was "not that straight forward as we would all like it to be." He also confirmed his intention to "sign[] a binding agreement . . . within the next couple of weeks."

107. By mid-August 2021, Jolie was consulting with Stoli, a third party and competitor of Miraval, on confidential corporate documents sent by Quimicum's manager requesting that

Quimicum's shareholders (*i.e.*, Nouvel and Mondo Bongo) vote on certain corporate actions. In fact, in discovery in this action, the Stoli Parties have claimed privilege over communications relating to these efforts on the ground that Stoli and Jolie shared a common legal interest, making clear Stoli and Jolie were already secretly collaborating against Pitt at this time.

108. Pitt continued to be kept entirely in the dark. On September 8, 2021, as negotiations between Stoli and Jolie continued in secret, Pitt agreed to stipulate to the formal lifting of the ATROs. Disposition of Nouvel was not subject to the jurisdiction of the divorce court, so Pitt stipulated to that in good faith, even though it is now clear that Jolie withheld material information from him. At the same time, Pitt, who did not know that Stoli and Jolie had bound themselves to keep their negotiations secret from him, believed that Jolie could not sell her interest in Miraval without his knowledge—both because of his and Mondo Bongo's rights and because, as Jolie represented to the divorce court, any buyer would first undertake diligence about Miraval. (Jolie did not tell the divorce court that the confidentiality restrictions meant no such due diligence would involve reaching out to Pitt, Mondo Bongo, or Miraval.) Pitt made crystal clear in the stipulation that he was "***not consenting*** to the sale of Nouvel LLC or any of the assets thereof" (*i.e.*, Jolie's stake in Miraval). The divorce court entered the stipulation on September 22, 2021.

J. Jolie and Tenute del Mondo execute the Purchase Agreement in defiance of Pitt's and Mondo Bongo's rights.

109. Just two days later, on September 24, 2021, Jolie and Tenute del Mondo executed the Membership Interest Purchase Agreement, pursuant to which Jolie purported to sell Nouvel (and thus, her purported 50% stake in Miraval) to Tenute del Mondo for $64 million in cash, approximately $10 million more than Jolie had previously agreed to with Pitt. Vindictively, Jolie never gave Pitt a chance to match the higher offer, which he has a contractual right to do through Mondo Bongo and which he would have done.

110. Documents produced in this litigation make clear that Stoli and Jolie were willfully violating Pitt's contractual rights: The Purchase Agreement explicitly referenced the stipulation lifting the ATROs, in which Pitt confirmed that he would not and did not consent to a

sale of Nouvel. The agreement also referenced a "Potential Claim" that Mondo Bongo could file in Luxembourg concerning its nominal 10% transfer of Quimicum shares to Nouvel in 2013—a claim Mondo Bongo had indeed filed days before the execution of the Purchase Agreement. In that filing, Mondo Bongo had set out its position that any sale of Nouvel absent Pitt and Mondo Bongo's consent would constitute an unlawful circumvention of the Quimicum Transfer Restrictions. And Stoli and Jolie were well aware of Mondo Bongo's filing: Prior to their execution of the Purchase Agreement, the parties negotiated an addendum requiring Jolie to cooperate and bear the cost of certain attorneys' fees in connection with the Luxembourg litigation. *See* First Addendum § 2.

111. As with the Exclusivity Agreement, the terms of the Purchase Agreement left unambiguous that Stoli's mission was to acquire Nouvel's shares of ***Quimicum***—and thus her interest in Miraval. For instance, Jolie represented that Nouvel's "only assets . . . at closing" will be Nouvel's Quimicum shares of, and Nouvel's shareholder loans to, Quimicum—confirming that Nouvel was a holding company for Jolie's Quimicum shares and nothing more. Purchase Agreement § 3.5(a). The Purchase Agreement also provided that, in the event the agreement was breached by Jolie, Stoli would be entitled to seek specific performance and other equitable relief. *See* Purchase Agreement § 9.8. As set forth in the Purchase Agreement, that is because Jolie does not dispute that Nouvel "and its direct and indirect assets are unique." *Id.*

112. Jolie also represented that Nouvel "owns exclusively, beneficially and of record, 50% of the outstanding shares of [Quimicum], free and clear of any Encumbrance." *Id.* § 3.1. And similarly, she represented that Nouvel "has good and marketable title to all assets [and] properties . . . free and clear of all Encumbrances in [Quimicum]." *Id.* § 3.5(b). "Encumbrance" is, peculiarly, defined to include a "right of first refusal, or restriction of any kind, including any restriction on . . . transfer." *Id.* at Art. 1. In other words, Jolie was representing that Nouvel's interest in Quimicum (*i.e.*, Miraval) was not subject to any transfer restrictions, such as a right of first refusal. That was not true, of course. As discussed above, and as set forth in the publicly available Quimicum Articles, neither Mondo Bongo nor Nouvel can sell its interest in Quimicum

(and thus Miraval) without triggering a right of first refusal. *See* Quimicum Articles § 5.4.3; *see also id.* at Art. 13.

113. The Stoli Parties were aware of this: When Stoli asked Jolie for "[a]greements relating to any . . . right of first refusal," her representatives responded that there are "[n]one . . . assum[ing] we are talking about Nouvel only." But, as all parties recognized and as the Purchase Agreement itself made clear, Stoli and Jolie were ***not*** "talking about Nouvel only." Rather, Stoli's overt purpose was to acquire Nouvel's interest in Miraval through Nouvel's Quimicum shares, and the transaction was purposely structured to attempt covertly to circumvent the right of first refusal applicable to Nouvel's Quimicum shares.

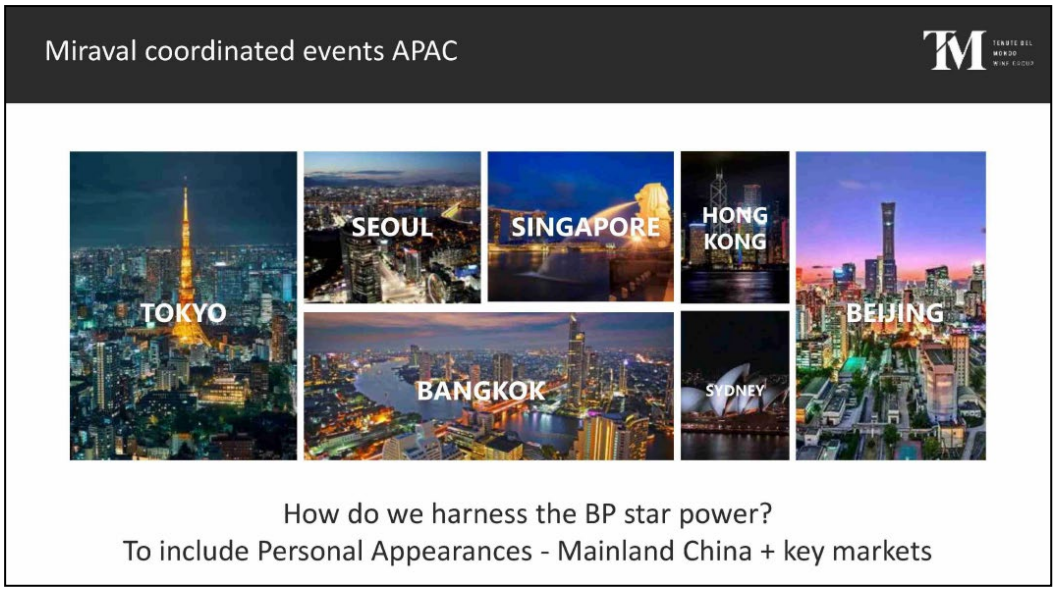
114. Notably, Jolie broadly released in the Purchase Agreement any claims she may have against Nouvel, Quimicum, Château Miraval S.A., Miraval Provence, and any of its members, managers, or officers. Showing her malice, there is one exception: claims "against Brad William Pitt." As the drafting history of the Purchase Agreement makes clear, Jolie also made sure to provide the explicit clarification that she would not release claims against Pitt "of whatever nature," and thus not only claims related to the former couple's divorce and custody proceedings. *Id.* § 5.6.

K. Jolie and Tenute del Mondo close the purported transaction, which Pitt learns of through a press release.

115. On October 4, 2021, Stoli and Jolie purported to consummate the sale of Nouvel.

116. The next day, Stoli, through Tenute del Mondo, issued a press release claiming that it had purchased Jolie's stake in Miraval. The October 5 press release—which was the first Pitt or anyone associated with him learned that Stoli was even in discussions with Jolie to buy Nouvel—announced that Stoli was "thrilled to have a position [in Miraval] alongside Brad Pitt." Making their true intentions clear (and in sharp contrast to the allegations in Nouvel's Cross-Complaint in this action claiming that association with Pitt is harmful to the Miraval brand), Stoli Group's CEO, Damian McKinney, later elaborated in an interview in *Le Figaro Vin*: "[W]ith a brand image linked to Brad Pitt, . . . we win the jackpot. In this partnership, each of the partners will be a winner."

117. This sentiment was also reflected in decks that Tenute del Mondo prepared setting out its strategy for "harness[ing]" the "star power" of Pitt to leverage its investment:



118. Notwithstanding Stoli's apparent enthusiasm for being in business with Pitt, Stoli knew that Pitt was not going to be happy that a stranger had covertly forced its way into his family home and business in an effort to co-opt his well-earned fame and stardom. Stoli and Jolie knew that Miraval had been built based on Pitt's vision and that it was closely affiliated with him personally. Indeed, as Stoli's own planning document makes clear, they well knew that Pitt's affiliation with the brand was a key to its success.

119. Before the purported sale was announced, Jolie's team therefore advised Stoli that they "ha[d] discussed and sounded approaching [Pitt]" but "concluded that Brad would take it quite badly if he was contacted directly" by Stoli. Thus, the same day Stoli announced the purported transaction, Stoli representatives emailed Bird, Jolie's business manager and the manager of Nouvel, demanding that she immediately reach out to Pitt's business manager: "[W]e really need to make contact first thing this morning . . . as there is concern that the longer it takes to make contact the greater the potential risk to [Pitt's] reaction."

120. Stoli and Jolie understood and expected that Pitt would react negatively to their deal—indeed, Shefler's offer to buy Miraval had already been rejected by Pitt. And, as

described above, Jolie and Shefler structured their transaction agreements to ensure that the fact of their negotiations, Stoli's identity, and the terms of the deal were all kept under lock and key from Pitt until they were done and ready to announce it to the world.

121. As with Pitt, had Nouvel sought Mondo Bongo's consent to the purported ownership change, Mondo Bongo would not have granted it and would have exercised its right of first refusal. But rather than permit Pitt or Mondo Bongo the opportunity to match Shefler's price, Jolie went forward with the vindictive putative sale in breach of her and Nouvel's contractual obligations—preferring to sell her stake in Miraval to a designated Russian oligarch and block Pitt from continuing to pursue his successful vision and strategy in building the property and business that was intended to be their children's legacy.

L. The purported sale wreaks havoc on the operations and governance of Quimicum and Miraval, just as Jolie knew it would.

122. Taking advantage of Jolie's invitation into the family business, Stoli and Shefler quickly launched a multipronged offensive in an effort to seize control of Quimicum and Miraval and to disrupt the successful business Pitt had built with Perrin. To lead this effort, which had been in the works prior to the sale, Shefler entrusted Nouvel's management to Oliynik, who had negotiated the purported transaction on Shefler's behalf. The same day the sale purportedly closed, Shefler appointed Oliynik as manager of Nouvel.

123. Shefler and Oliynik's first line of attack: Use Nouvel, which has, at most, only a 25% twice-removed interest in the wine business, to seek control by exercising influence at the level of Quimicum. But Quimicum is merely the holding company that owns Château Miraval S.A., which, in turn, holds only a partial interest in the wine business. Historically, Quimicum's board duties had been met by an independent Luxembourgish fiduciary company, as Quimicum played a limited role in the management of Château Miraval S.A. and no role in the management of the wine business. Within days of closing the purported transaction though, Stoli attempted to disrupt this traditional approach and install its own executives as Nouvel's representatives on the Quimicum board.

124. On February 17, 2023, after more than one year of stalemate that left Quimicum unable to approve its accounts or manage its affairs, Mondo Bongo agreed to Nouvel's demand that it be permitted to install a Stoli executive on the board of Quimicum, while Mondo Bongo put forward an independent and experienced board manager as its own candidate with whom it had no prior affiliation. But Nouvel declined to take yes for an answer. Instead, Nouvel insisted Mondo Bongo acquiesce to a new demand: Now Nouvel wanted Quimicum to be run by a "provisional administrator," to be handpicked by Nouvel and imbued with the most extensive powers possible. This bait-and-switch laid bare Stoli's intentions all along—use Nouvel to seize control of Quimicum (and thus Miraval) and exclude Pitt and Mondo Bongo altogether. Still hoping to reach agreement, Mondo Bongo informed Nouvel, under the supervision of the Luxembourgish court, that it would agree to the appointment of an independent provisional administrator with a limited mandate, consistent with the role of the Quimicum board historically. While Nouvel initially resisted, after the Luxembourgish judge admonished Nouvel for its hardline position, Nouvel finally agreed to Mondo Bongo's compromise proposal.

125. The Stoli Parties' efforts to take control of the business, notwithstanding that they only paid for a purported 25% indirect interest, have not been limited to the Quimicum level. In October 2021, within weeks of announcing that it had been acquired by Stoli, Nouvel (at the Stoli Parties' direction) sought a corporate restructuring that would transfer Château Miraval S.A.'s interest in Miraval Provence, the joint venture that owns the wine business, out of Château Miraval S.A.—disempowering its existing directors and officers. Nouvel also attempted to transfer Miraval-related intellectual property to Cyprus, where SPI Group is incorporated, as part of an unsound and legally questionable tax dodge. Shefler and Oliynik—controller and director of a competitor spirits business—also have used Nouvel to try to access Miraval's confidential and proprietary information, including non-public contractual agreements, distribution agreements, and information pertaining to sales and production costs.

126. When these efforts failed to intimidate Pitt and Mondo Bongo, Nouvel turned to the French courts. In November 2021, not even two months after purporting to consummate the secret transaction with Jolie, Nouvel attempted to remove the existing board of Château Miraval

S.A. by filing an *ex parte* application before a French commercial court, in which it argued that the Château Miraval S.A. board was mismanaging the business and wasting its assets—never mind the tremendous success of Miraval, which Stoli had long tried to acquire. The French court promptly denied Nouvel's request.

127. Several months later, in early 2022, the Stoli Parties, through Nouvel, obtained *ex parte* orders from two French courts to send a court official to Château Miraval S.A. and Miraval Provence to obtain documents under a procedure that allows for pre-suit discovery. The documents, pursuant to this procedure, are held in escrow while the parties litigate the propriety of the order. A year later: Two separate French courts found the *ex parte* orders improper and refused to allow the Stoli Parties to see the documents. The court that oversaw the order related to Château Miraval S.A. went further; the Stoli Parties' *ex parte* application to obtain documents, it found, may have "deceived the court."

M. In an effort to intimidate Pitt into handing over the business, Stoli falsely accuses Pitt of misappropriating Château Miraval S.A.'s trademarks.

128. There's more. From the moment Stoli purported to acquire Nouvel, Shefler and Oliynik have drummed up allegations that Pitt improperly authorized Château Miraval S.A. to transfer trademarks to Miraval Provence (the wine business that Château Miraval S.A. co-owns with Familles Perrin) for the sole purpose of diluting Nouvel's indirect interest in the marks. This illogical claim—Mondo Bongo and Nouvel *both* went from a 50% indirect interest in any such marks to a 25% indirect interest—is a desperate and bad-faith gambit to drive a wedge between Pitt and Perrin.

129. This claim is also false. These marks had always been subject to a long-term license, consistent with Pitt and Perrin's winemaking partnership underlying the joint venture. In any event, as Jolie, Shefler, and Oliynik all know, Miraval Provence had begun registering marks in 2017, in connection with a third party's interest in investing in the business. The third party was attracted to the "family involvement" in Miraval Provence and would have maintained the management and operational role of the Perrin family, as well as endorsement agreements with Pitt and Jolie.

130. While the potential deal fell through, Miraval Provence remained committed to expanding its business. Perrin, as president of Miraval Provence, thus developed a "revised strategy" for Miraval Provence to grow its product lines and increase its revenue. Pursuant to this revised strategy, Miraval Provence (and Perrin) would invest more to grow the brands of the existing and new product lines and would continue registering certain trademarks, including new marks for Miraval Provence's new product lines. Perrin also asked Pitt and Jolie to cap their endorsement fees as established in the joint venture agreements in recognition of the investments made by the Perrin family in connection with this new strategy.

131. Jolie was aware of Perrin's revised strategy, which was discussed by the various parties. In early 2018, Jolie, through her advisor Bird, was informed of these developments and asked whether she wanted Perrin to move these trademarks back to Château Miraval S.A. Neither Jolie nor Bird gave any indication that she did. And several days later, when Château Miraval S.A.'s CEO sent Jolie an update about the Miraval Provence business, including a reminder about the "registration of the [t]rademarks with [Miraval Provence]," Jolie told the CEO that she "need[ed] to spend time to review" his update, but was "very grateful to see and understand what the plans are and hope[d] to be helpful in moving forward." Jolie never voiced any concern that Miraval Provence was registering the marks, and she agreed to cap her endorsement fee pursuant to Perrin's revised strategy.

132. It is no surprise then that the documents produced in this litigation make clear that Stoli's complaints about the so-called "misappropriation" of Château Miraval S.A.'s trademarks are bogus. Though Stoli would later feign surprise that the joint venture had registered trademarks, the Purchase Agreement through which Jolie purported to sell Nouvel contains a ***representation by Jolie*** that Miraval Provence has been registering trademarks owned by Château Miraval S.A. "for the operation of the business by [Miraval Provence]." Purchase Agreement § 3.1. And while the Purchase Agreement describes the registrations by Miraval Provence as "temporary"—a qualification added by Stoli, not Jolie—it does so without explanation or elaboration. *Id.* In any event, a long list of marks registered by both Château Miraval S.A. and Miraval Provence attached to the Purchase Agreement at Schedule 1 confirms

that Stoli was well aware that Miraval Provence has been routinely registering Miraval-related marks since 2017, including every single mark associated with the new brands developed by Miraval Provence for its expanded product lines.

133. The negotiating history further confirms that Stoli knew Château Miraval S.A. did not have unencumbered control of the marks developed by and used for the joint venture. Stoli asked that Jolie agree to make a "written request" to Miraval Provence within three days of signing the Purchase Agreement to demand that Miraval Provence cease its registration of all "Miraval IP." Jolie did not agree to this request. And although the Purchase Agreement provides that the marks listed at Schedule 1 are "own[ed] exclusively, beneficially and of record" by Château Miraval S.A., early drafts of the Purchase Agreement indicate that Jolie insisted the agreement make explicit that Schedule 1 "is solely based upon . . . information publicly available," and she struck Stoli's attempt to add that the schedule is also based on information "provided by [Jolie]." Early drafts of the Purchase Agreement also show that Stoli asked Jolie to represent that Château Miraval S.A. not only owned the marks at Schedule 1 "exclusively, beneficially and of record," but also owned them "free and clear of any Encumbrances." Jolie struck that provision too, refusing to represent that Château Miraval S.A. owned any Miraval-related marks "free and clear of any Encumbrances." Stoli, intent on keeping its negotiations with Jolie secret from Pitt, never reached out to Miraval Provence to inquire about the status of the marks despite Jolie's representation to the California Superior Court that the ATROs needed to be lifted to allow due diligence.

134. Stoli's purpose in seeking these provisions in the Purchase Agreement (many of which Jolie could not and thus did not agree to) is now clear: Stoli wanted to be able to pretend after coming into the business that the registrations were illegitimate, as part of its hostile takeover strategy. Indeed, shortly after signing the Purchase Agreement, in December 2021, Stoli, through Nouvel, began a letter campaign accusing Pitt, Perrin, and their affiliates of permitting the misappropriation of Château Miraval S.A.'s trademarks, which Stoli, feigning surprise, claimed it had just "noticed on the INPI [*i.e.*, the French Patent and Trademark Office] website," and for which it threatened retributive action.

135. In a December 2021 letter to Perrin, Oliynik warned that he would "block[] the assets of Miraval Provence, Familie [sic] Perrin and other companies," if Stoli's demands that Perrin transfer the trademarks back to Château Miraval S.A. were not met. Sure enough, when Stoli's demands were rejected, Stoli, through Nouvel, attempted to mislead Château Miraval S.A.'s bank into believing its made-up trademark misappropriation claim and asked the bank to freeze any transfers over €20,000 from Château Miraval S.A.'s account. Recognizing that Nouvel's demand was improper, the bank promptly declined the request.

136. In mid-December 2021, Shefler contacted Pitt directly, likewise feigning his "discover[y]" of the trademark registrations. "It is now apparent," Shefler wrote, that "[Perrin] owns 50% of the brand equity . . . , leaving you and me with 25% share each." Moreover, Shefler warned that in private discussions between Shefler and Perrin, Perrin had "suggested" cutting Pitt out of the wine business and "leaving [Pitt] behind." When Pitt did not respond, Shefler raised the heat, making threats to Pitt, including that he would "bring to surface a fact that a woman with 6 kids [*i.e.*, Jolie] has been deprived of 50% of her assets without her knowledge."

137. With Miraval under constant attack, it has been forced to take steps to protect its long-term and successful business strategy in partnership with the Perrin family and to expend energy on preserving and safeguarding the business, diverting attention and resources from the ordinary affairs of Miraval—its growth and operations. Pitt's and Mondo Bongo's contractual rights were, by design, intended to guard against these very circumstances. By consummating the purported transaction, Stoli and Jolie knowingly and intentionally destabilized Miraval, exposed its confidential information to exploitation by a hostile competitor, and drummed up false accusations in an attempt to alienate Pitt from his business partner Perrin. Moreover, Stoli's attempt to take control of the business at the expense of the Pitt-Perrin winemaking family partnership has undermined the very strategy that has proven to be the key to its success and image, damaging the business and hindering its growth.

N. The purported sale damages Miraval's reputation and brand.

138. Beyond Stoli's intentional acts designed to disrupt the affairs of Miraval and injure Pitt and Mondo Bongo, the purported sale that Jolie orchestrated behind Pitt's back threatens harm to Miraval's carefully honed reputation and brand, further damaging Miraval's business.

139. Pitt and Perrin's shared vision for a family-owned and family-operated French wine business, and the business philosophy accompanying it, stands in sharp contrast to that of Shefler, who runs an entirely different kind of enterprise. Since Russian privatization in the mid-1990s, when Shefler took control of the trademarks for Stolichnaya vodka from a Russian state-owned enterprise (an asset transfer that several courts have deemed illegitimate), Shefler has grown the Stoli Group into a sprawling spirits conglomerate that is estimated to sell alcohol under 380 distinct brands.

140. While the appeal of Stolichnaya vodka—and its association with Russia—was once the main driver of Shefler's success and the profitability of his massive empire, Shefler's bet on Russian branding has not panned out. Over the past decade, Shefler's Stoli Group has been the subject of repeated boycotts on account of its Russian ties. Starting in 2013, Stoli faced widespread boycotts—called the "Dump Stoli" campaign—following Russia's passage of anti-LGBTQ legislation. And more recently, in the wake of Russia's invasion of Ukraine, Stoli has disclaimed all ties between itself and Russia, even announcing a "major rebrand" renaming "Stolichnaya" vodka "Stoli" and removing iconic Russian imagery from its labels. Stoli's association with Russia thus poses real commercial risk to Miraval.

141. Moreover, Shefler's personal network of ill-reputed professional associates threatens lasting harm to Miraval's reputation. Shefler has had business dealings with Mohammed bin Salman, the crown prince of Saudi Arabia who is notorious for approving the murder of *Washington Post* journalist Jamal Khashoggi. Shefler was widely reported to have sold his $400 million mega-yacht to the Saudi crown prince in 2014.

142. Shefler also has had business dealings with individuals in Vladimir Putin's inner circle. Petr Aven, a business associate of Shefler, has been described by the European Union as

"one of Vladimir Putin's closest oligarchs" and is subject to E.U. and U.K. sanctions. Yet Aven served on the Supervisory Council of a Latvian-based, Stoli-affiliated spirits business as recently as September 2021. Aven and Shefler also co-owned a helicopter, which was sold at auction in fall 2022 for non-payment of taxes.

143. What's more, Shefler himself has been identified by the United States as an "oligarch in the Russian Federation." Specifically, the U.S. Treasury Department designated Shefler as an "oligarch in the Russian Federation" in an unclassified report to Congress made pursuant to Section 241 of the Countering America's Adversaries Through Sanctions Act of 2017.

144. And in 2021, a U.K. court, in a written opinion, questioned Shefler's credibility after he failed to show up to testify on the day that he was due to appear before the tribunal, claiming through his counsel that he had recently suffered a heart attack and that "his blood pressure was elevated." The tribunal observed that there was "no medical evidence in support of why [Shefler] could not now—or at any future time—appear in the tribunal," and determined to proceed without his evidence. And the tribunal subsequently ordered Shefler to pay costs due to his "[i]nadequate" or "misleading disclosure" regarding his failed jurisdictional defenses to the lawsuit, noting that Shefler's "unreasonable conduct" was a "serious matter which in principle goes to the heart of a fair hearing."

145. The threat that Shefler's relationships and reputation poses to Miraval, as a result of Jolie's secret and unlawful putative sale, is not hypothetical. Following Russia's February 2022 invasion of Ukraine, Miraval's insurer sought assurances that affiliation with Stoli would not create commercial risk and exposure to sanctions. And long-term distributors of the wine business expressed concern about Miraval's ties to Shefler.

146. Meanwhile, Stoli has continued to strain to distance itself from its historical Russian brand by emphasizing its attempted rebranding and its claimed support for Ukraine—a clear sign that the impact of the Ukraine invasion on Stoli has not gone away. Indeed, a Ukrainian sanctions-advocacy project, developed and sponsored by the Ukrainian government in response to Russia's aggression, is publicly calling for sanctioning Shefler.

147. Continued association with Shefler thus poses serious commercial risk to Miraval—a risk that Pitt's and Mondo Bongo's contractual rights were designed to avoid—and, thereby, harm to Pitt, whose image by agreement is tied up with the brand. By subverting those rights, Jolie and Shefler put at risk the successful strategy of the family business that Pitt has cultivated for over a decade.

148. None of this should have happened, as none of Defendants' actions are lawful. Through this unlawful and secretive sale, Jolie has jeopardized the decade-long winemaking partnership that Pitt built with Perrin, and forced Pitt into business with an unreliable stranger whom she knew he would not accept. As a consequence of Jolie's malicious breach and tortious conduct aimed at harming Pitt, as well as the aggressive takeover campaign by Shefler and Stoli that Jolie facilitated, Defendants have damaged Pitt, harmed Mondo Bongo's relationships with Nouvel and Quimicum, and interfered with Pitt's winemaking partnership with Perrin, existentially threatening the family business that they built.

FIRST CLAIM FOR RELIEF

Breach of Implied-in-Fact Contract
(By Plaintiff Pitt Against Defendant Jolie)

149. Plaintiff Pitt realleges and incorporates by reference each of Paragraphs 1 through 148 as though fully set forth herein.

150. Pitt and Jolie were subject to an implied-in-fact contract, pursuant to which Pitt and Jolie would hold their respective interests in Miraval together, and, if the time ever came, they would sell their interests separately only with the other's consent.

151. Through their actions, conduct, and statements, Pitt and Jolie assented to this contract through, among other things, jointly purchasing Miraval as a private family home and business and treating it as such during their marriage; through Pitt's investment of time, effort, and money in developing the estate and growing the business, in a manner disproportionate to his relative ownership share; through Jolie's acceptance of the same despite ceasing to invest herself; through Mondo Bongo's transfer of shares in Quimicum to Nouvel nominally making the entities 50-50 shareholders and Jolie's acceptance of the same; through Jolie's statements to

Pitt regarding the nature and purpose of the investment; through the parties' negotiations over their respective interests in Miraval in the event of a joint sale and Jolie's conduct and statements during these negotiations; and through the parties' exclusive negotiations with one another for years over a buyout of Jolie's stake and Jolie's conduct and statements during these negotiations.

152. Following Pitt and Jolie's entry into this contract, Miraval continued to serve as a private home for the family, and Pitt continued to make substantial investments of time, effort, and money to improve the property and develop the business, in a manner disproportionate to his nominal ownership share. Jolie continued to accept Pitt's disproportionate investments.

153. Pitt has performed, and continues to perform, all conditions, covenants, and promises required to be performed under the implied-in-fact contract.

154. Jolie breached the contract by purporting to unilaterally sell her interest in Miraval to a third party without Pitt's consent.

155. Jolie is equitably estopped from resisting the enforcement of the contract. Pitt was induced to make a serious change of position in reliance on the contract through his substantial investments in Miraval and his transfer of certain of Mondo Bongo's shares in Quimicum to Nouvel, causing him unconscionable injury. When Jolie purported to sell Nouvel to Tenute del Mondo in breach of the contract, she was unjustly enriched. In particular, Jolie reaped an unearned and unjust windfall from the increase in the value of Nouvel, owing to Pitt's substantial and disproportionate investment in Miraval in reliance on Jolie's conduct, statements, and her contractual obligations. If the contract is not enforced, Jolie will therefore be unjustly enriched by obtaining the benefits of Pitt's performance of the contract without honoring her agreement with Pitt.

156. As a direct and proximate result of Jolie's breach, Pitt has suffered damages in an amount to be proven at trial.

157. Specific performance is also warranted because there is no adequate remedy at law for Jolie's breach of contract. Money damages cannot remedy Jolie's breach of contract: Since Pitt and Jolie acquired their interests in Miraval in 2008, the estate has served as a private home for Pitt and his family, and he has made substantial investments in it and its wine business,

which is tied to Pitt's image and name. Indeed, Jolie and the Stoli Parties themselves recognized that the estate and business are unique assets, and any impairment of those assets cannot be adequately remedied by money damages. *See* Purchase Agreement § 9.8. In addition, the Stoli Parties were aware of Jolie's contractual obligations.

SECOND CLAIM FOR RELIEF

Breach of Quasi-Contract

(By Plaintiff Pitt Against Defendant Jolie)

158. In the alternative to the First Claim for Relief, and to the extent the implied-in-fact contract is void or not enforceable, Plaintiff Pitt brings this claim against Jolie for breach of quasi-contract.

159. Pitt realleges and incorporates by reference each of Paragraphs 1 through 148 as though fully set forth herein.

160. Jolie obtained a benefit by purporting to sell Nouvel, the value of which was significantly enhanced through the substantial investments of time, effort, and money that Pitt made in Miraval, in a manner disproportionate to his nominal ownership share.

161. Pitt made this substantial and disproportionate investment of time, effort, and money in Miraval in reliance on his understanding that Jolie could not sell her stake in Miraval without Pitt's consent, of which Jolie was aware. Indeed, over the course of their years-long relationship, Jolie repeatedly promised Pitt that she recognized his disproportionate investment in Miraval and that, as a consequence, in the event of a joint sale or if Pitt were to buy her out, she would not take more than she had contributed to Miraval. Pitt would not have made these investments in Miraval, absent his understanding, and Jolie's promises, that Jolie would honor her commitment to not sell Miraval without him or without his consent and that she would not take more than she had put in to Miraval.

162. As a direct and proximate result of Jolie's wrongful conduct, Pitt has suffered damages in an amount to be proven at trial.

163. Pitt is therefore entitled to and requests all available remedies against Jolie, including, but not limited to, restitution and disgorgement in an amount to be proven at trial.

THIRD CLAIM FOR RELIEF

Breach of Implied Covenant of Good Faith and Fair Dealing

(By Plaintiff Mondo Bongo Against Defendant Jolie as the Alter Ego of Nouvel)

164. Plaintiff Mondo Bongo realleges and incorporates by reference each of Paragraphs 1 through 148 as though fully set forth herein.

165. At all times relevant to this action, Jolie was the alter ego of Nouvel. Jolie held 100% of the membership interest in Nouvel from the time of its formation to the time of her purported sale to Tenute del Mondo. Jolie formed Nouvel for the sole purpose of holding her shares in Quimicum, and that and its shareholders loans to Quimicum, is all Nouvel held when she sold Nouvel to Tenute del Mondo, as Jolie represented to Tenute del Mondo in the Purchase Agreement by which Jolie effected the purported sale of Nouvel. *See* Purchase Agreement Jolie § 3.5(a). Jolie used Nouvel as a shell, instrumentality, or conduit for her ownership interest in Quimicum.

166. Jolie, as the alter ego of Nouvel, and Mondo Bongo agreed to the Quimicum Articles.

167. Mondo Bongo has performed, and continues to perform, all conditions, covenants, and promises required to be performed under the Quimicum Articles.

168. Pursuant to the Quimicum Transfer Restrictions in the Quimicum Articles, Mondo Bongo was entitled to purchase Nouvel's Quimicum shares on the same terms offered to a third party, and Jolie, as the alter ego of Nouvel, was required to obtain Mondo Bongo's consent before transferring Nouvel's Quimicum shares to a third party.

169. Implied in the Quimicum Articles is a covenant of good faith and fair dealing by which Jolie, as the alter ego of Nouvel, and Mondo Bongo agreed to take no action to interfere with the rights of the other party to obtain the benefits of the Quimicum Articles.

170. Jolie, as the alter ego of Nouvel, has interfered with Mondo Bongo's right to obtain the benefits of the Quimicum Articles by selling Nouvel to circumvent the Quimicum Transfer Restrictions.

171. Jolie's breach of the implied covenant of good faith and fair dealing in the Quimicum Articles, in her capacity as the alter ego of Nouvel, has caused Mongo Bongo to suffer damages in an amount to be proven at trial.

172. In addition to recovering damages, specific performance is warranted because there is no adequate remedy at law for Jolie's breach of the implied covenant of good faith and fair dealing. Money damages cannot remedy Jolie's breach of contract. Since Mondo Bongo acquired its interest in Miraval in 2008, the estate has served as a private home for Pitt and his family. And through Mondo Bongo, Pitt has made substantial investments in the estate and its wine business, which is tied to Pitt's image and name. Indeed, Jolie and the Stoli Parties themselves recognized that the estate and business are unique assets, and any impairment of those assets cannot be adequately remedied by money damages. *See* Purchase Agreement § 9.8. In addition, the Stoli Parties were aware of Jolie's contractual obligations.

173. Mondo Bongo is entitled to specific performance of the implied covenant of good faith and fair dealing in the Quimicum Articles and to the transfer of the Quimicum shares of Jolie, as the alter ego of Nouvel, to Mondo Bongo pursuant to the conditions, covenants, and promises required to be performed under the Quimicum Articles.

FOURTH CLAIM FOR RELIEF

Breach of Implied Covenant of Good Faith and Fair Dealing

(By Plaintiff Mondo Bongo Against Defendant Nouvel)

174. Plaintiff Mondo Bongo realleges and incorporates by reference each of Paragraphs 1 through 148 as though fully set forth herein.

175. Mondo Bongo and Nouvel agreed to the Quimicum Articles.

176. Mondo Bongo has performed, and continues to perform, all conditions, covenants, and promises required to be performed under the Quimicum Articles.

177. Pursuant to the Quimicum Transfer Restrictions in the Quimicum Articles, Mondo Bongo was entitled to purchase Nouvel's Quimicum shares on the same terms offered to a third party, and Nouvel was required to obtain Mondo Bongo's consent before transferring its Quimicum shares to a third party.

178. Implied in the Quimicum Articles is a covenant of good faith and fair dealing by which Mondo Bongo and Nouvel agreed to take no action to interfere with the rights of the other party to obtain the benefits of the Quimicum Articles.

179. Nouvel has interfered with Mondo Bongo's right to obtain the benefits of the Quimicum Articles by purporting to undergo a change in control that circumvented the Quimicum Transfer Restrictions. Nouvel took specific and concrete steps to facilitate and effect this change, such as executing two Confidentiality Agreements and providing due diligence to the Stoli Parties.

180. Nouvel's breach of the implied covenant of good faith and fair dealing in the Quimicum Articles has caused Mondo Bongo to suffer damages in an amount to be proven at trial.

181. In addition to recovering damages, specific performance is warranted because there is no adequate remedy at law for Nouvel's breach of the implied covenant of good faith and fair dealing. Money damages cannot remedy Nouvel's breach of contract. Since Mondo Bongo acquired its interest in Miraval in 2008, the estate has served as a private home for Pitt and his family. And through Mondo Bongo, Pitt has made substantial investments in the estate and its wine business, which is tied to Pitt's image and name. Indeed, the Stoli Parties themselves recognized that the estate and business are unique assets, and any impairment of those assets cannot be adequately remedied by money damages. *See* Purchase Agreement § 9.8. In addition, the Stoli Parties were aware of Nouvel's contractual obligations.

182. Mondo Bongo is entitled to specific performance of the implied covenant of good faith and fair dealing in the Quimicum Articles and the transfer of Nouvel's Quimicum shares to it pursuant to the conditions, covenants, and promises required to be performed under the Quimicum Articles.

FIFTH CLAIM FOR RELIEF

Abuse of Rights under Article 6-1 of the Luxembourg Civil Code

(By Plaintiff Mondo Bongo Against All Defendants)

183. Plaintiff Mondo Bongo realleges and incorporates by reference each of Paragraphs 1 through 148 as though fully set forth herein.

184. Quimicum is a Luxembourg S.à r.l. incorporated under the laws of Luxembourg.

185. Article 6-1 of the Luxembourg Civil Code, added by a law of July 2, 1987, provides: "Any deliberate act which manifestly exceeds, by its purpose or by the circumstances in which it is carried out, the normal exercise of a right, shall not be protected by the law, shall incur the liability of the person responsible, and may constitute grounds for action to restrain him from persisting in the said abuse."

186. Nouvel abused its rights in violation of Article 6-1 by purporting to undergo a change in control that circumvented the Quimicum Transfer Restrictions, which expressly prohibited the sale of Nouvel's shares in Quimicum to a third party without obtaining Mondo Bongo's consent and, in the absence of such consent, providing Mondo Bongo the opportunity to buy those shares on the same terms. Among other things, Nouvel entered into two Confidentiality Agreements with Tenute del Mondo pursuant to which it provided information in furtherance of a sale of itself to Tenute del Mondo, a transaction designed for the purpose of attempting to circumvent the Quimicum Transfer Restrictions. Moreover, by entering into the Confidentiality Agreements, Nouvel purposefully ensured that Pitt and Mondo Bongo would be kept in the dark as Defendants knowingly violated Mondo Bongo's contractual rights, which Pitt and Mondo Bongo could not, therefore, protect or exercise.

187. Jolie, both individually and as a controlling shareholder of Nouvel, knowingly violated Article 6-1 directly or as a third-party accomplice by purportedly selling Nouvel to Tenute del Mondo, a transaction designed for the purpose of attempting to circumvent the Quimicum Transfer Restrictions. The Stoli Parties, all of whom were aware of the Quimicum Transfer Restrictions, likewise violated Article 6-1 directly or as third-party accomplices by purportedly acquiring Nouvel from Jolie, and participating in, encouraging, and knowingly

facilitating the purported acquisition. The terms of the Confidentiality Agreements, Exclusivity Agreement, and Purchase Agreement all reflect that Jolie and the Stoli Parties intended to keep their negotiations, including the very fact of the negotiations, secret from Pitt and Mondo Bongo for the sake of violating Mondo Bongo's contractual rights and preventing Mondo Bongo from protecting or exercising those rights.

188. As a result of Defendants' subterfuge, Mondo Bongo was denied its rights under the Quimicum Articles to exercise its right of first refusal or to cause Quimicum to repurchase Nouvel's shares in the event that Mondo Bongo were to withhold its consent for any sale of Nouvel's shares.

189. Defendants' violation of Article 6-1 has caused Mondo Bongo to suffer damages in an amount to be proven at trial.

190. Mondo Bongo is entitled to appropriate equitable relief, including but not limited to nullification of Jolie's purported sale of Nouvel to the Stoli Parties.

SIXTH CLAIM FOR RELIEF

Tortious Interference with Contractual Relations
(By Plaintiff Mondo Bongo Against Defendant Jolie)

191. In the alternative to the Third Claim for Relief, Plaintiff Mondo Bongo brings this claim against Jolie for tortious interference with contractual relations.

192. Mondo Bongo realleges and incorporates by reference each of Paragraphs 1 through 148 as though fully set forth herein.

193. At all times relevant to this action, the Quimicum Articles, including the Quimicum Transfer Restrictions, constituted a valid and binding agreement between Mondo Bongo and Nouvel and a valid and binding agreement between Mondo Bongo and Quimicum.

194. Jolie was aware of the Quimicum Articles.

195. Jolie intentionally engaged in actions designed to induce a disruption of Mondo Bongo's contractual relationships with Nouvel and Quimicum. In particular, Jolie purported to sell her interest in Quimicum, which she held through her holding company Nouvel, to Tenute del Mondo, in circumvention of the Quimicum Transfer Restrictions. For the purpose of

circumventing the Quimicum Transfer Restrictions—which expressly prohibited selling Nouvel's shares in ***Quimicum*** to a third party without obtaining Mondo Bongo's consent and providing Mondo Bongo the opportunity to buy those shares on the same terms—Jolie and the Stoli Parties structured the purported sale of Jolie's interest in Quimicum to Tenute del Mondo as a sale of ***Nouvel*** while certifying in the Purchase Agreement effecting the purported sale that Nouvel's "only assets . . . at closing" will be Nouvel's Quimicum shares and Nouvel's loans to Quimicum. Purchase Agreement § 3.5(a). In addition, the terms of the Confidentiality Agreements, Exclusivity Agreement, and Purchase Agreement all reflect that Jolie and the Stoli Parties intended to keep their negotiations, including the very fact of the negotiations, secret from Pitt and Mondo Bongo to facilitate the disruption of Mondo Bongo's rights and to prevent Mondo Bongo from protecting or exercising those rights.

196. Jolie's actions did in fact disrupt Mondo Bongo's contractual relationships with Nouvel and Quimicum.

197. As a direct and proximate result of Jolie's wrongful conduct, Mondo Bongo has suffered damages in an amount to be proven at trial.

198. Jolie engaged in her wrongful conduct with malice, oppression, or fraud. Accordingly, Mondo Bongo requests that punitive damages be awarded in an amount sufficient to sanction this conduct and to deter those who would commit or knowingly seek to profit from similar actions, now and in the future.

199. In addition to recovering damages, specific performance is warranted because there is no adequate remedy at law for Jolie's tortious interference with Mondo Bongo's contractual relationships with Nouvel and Quimicum. Money damages cannot remedy Jolie's tortious interference: Since Pitt and Jolie acquired their interests in Miraval in 2008, the estate has served as a private home for Pitt and his family, and he has made substantial investments in it and its wine business, which is tied to Pitt's image and name. Indeed, Jolie and the Stoli Parties themselves recognized that the estate and business are unique assets, and any impairment of those assets cannot be adequately remedied by money damages. *See* Purchase Agreement § 9.8. In addition, the Stoli Parties were aware of Jolie's tortious interference.

SEVENTH CLAIM FOR RELIEF

Tortious Interference with Contractual Relations

(By Plaintiffs Against the Defendant Stoli Parties)

200. Plaintiffs reallege and incorporate by reference each of Paragraphs 1 through 148 as though fully set forth herein.

201. At all times relevant to this action, Pitt and Jolie were subject to an implied-in-fact contract, pursuant to which Pitt and Jolie would hold their respective interests in Miraval together, and, if the time ever came, sell their interests separately only with the other's consent.

202. The Stoli Parties were aware of Jolie's contractual obligations to Pitt.

203. The Stoli Parties intentionally engaged in actions designed to induce Jolie to breach her contractual obligations to Pitt. In particular, the Stoli Parties induced Jolie to sell her interest in Nouvel to Tenute del Mondo in violation of Jolie's contractual obligations to hold her interest in Miraval with Pitt or, if the time ever came, to sell her interest separately only with Pitt's consent. The terms of the Confidentiality Agreements, Exclusivity Agreement, and Purchase Agreement all reflect that Jolie and the Stoli Parties intended to keep their negotiations, including the very fact of the negotiations, secret from Pitt to facilitate the breach of Pitt's rights and to prevent him from protecting or exercising his rights.

204. The actions of the Stoli Parties did in fact cause Jolie to disrupt her contractual obligations to Pitt.

205. At all times relevant to this action, the Quimicum Articles, including the Quimicum Transfer Restrictions, constituted a valid and binding agreement between Mondo Bongo and Nouvel and a valid and binding agreement between Mondo Bongo and Quimicum.

206. The Stoli Parties were aware of the Quimicum Articles.

207. The Stoli Parties intentionally engaged in actions designed to induce a disruption of Mondo Bongo's contractual relationships with Nouvel and Quimicum. In particular, the Stoli Parties induced Jolie to sell her interest in Quimicum, which she held through her holding company, Nouvel, to Tenute del Mondo, in circumvention of the Quimicum Transfer Restrictions. For the purpose of circumventing the Quimicum Transfer Restrictions—which

expressly prohibited selling Nouvel's shares in ***Quimicum*** to a third party without obtaining Mondo Bongo's consent and providing Mondo Bongo the opportunity to buy those shares on the same terms—Jolie and the Stoli Parties structured the purported sale of Jolie's interest in Quimicum to Tenute del Mondo as a sale of ***Nouvel*** while certifying in the Purchase Agreement effecting the purported sale that Nouvel's "only assets . . . at closing" will be Nouvel's Quimicum shares and Nouvel's loans to Quimicum. Purchase Agreement § 3.5(a). In addition, the terms of the Confidentiality Agreements, Exclusivity Agreement, and Purchase Agreement all reflect that Jolie and the Stoli Parties intended to keep their negotiations, including the very fact of the negotiations, secret from Pitt and Mondo Bongo to facilitate the disruption of Mondo Bongo's rights and to prevent Mondo Bongo from protecting or exercising its rights. The actions of the Stoli Parties did in fact disrupt Mondo Bongo's contractual relationships with Nouvel and Quimicum.

208. As a direct and proximate result of the Stoli Parties' wrongful conduct, Pitt and Mondo Bongo have suffered damages in an amount to be proven at trial.

209. The Stoli Parties engaged in wrongful conduct with malice, oppression, or fraud. Accordingly, Pitt and Mondo Bongo request that punitive damages be awarded in an amount sufficient to sanction this conduct and to deter those who would commit or knowingly seek to profit from similar actions, now and in the future.

210. In addition to recovering damages, specific performance is warranted because there is no adequate remedy at law for the Stoli Parties' tortious interference with Pitt's contractual relationship with Jolie and Mondo Bongo's contractual relationships with Nouvel and Quimicum. Money damages cannot remedy the Stoli Parties' tortious interference: Since Pitt and Jolie acquired their interests in Miraval in 2008, the estate has served as a private home for Pitt and his family, and he and Mondo Bongo have made substantial investments in it and its wine business, which is tied to Pitt's image and name. Indeed, the Stoli Parties themselves recognized that the estate and business are unique assets, and any impairment of those assets cannot be adequately remedied by money damages. *See* Purchase Agreement § 9.8.

EIGHTH CLAIM FOR RELIEF

Tortious Interference with Prospective Business Relations

(By Plaintiffs Against Defendants)

211. Plaintiffs reallege and incorporate by reference each of Paragraphs 1 through 148 as though fully set forth herein.

212. At all times relevant to this action, consistent with the long-term strategic vision of the Miraval business and brand, Pitt and Mondo Bongo have had business relations with Château Miraval S.A., Miraval Provence, Familles Perrin, and Marc Perrin that are likely to yield future and continued benefits to Pitt and Mondo Bongo. Through the joint venture between Château Miraval S.A. and Familles Perrin, as well as through Pitt's endorsement agreement with Miraval Provence, Pitt and Mondo Bongo have an expectation of continued business relations with Château Miraval S.A., Miraval Provence, Familles Perrin, and Perrin.

213. Defendants knew of these business relations and the likelihood of continued benefits to Pitt and Mondo Bongo.

214. Defendants intentionally engaged in actions designed to disrupt Pitt's and Mondo Bongo's continued business relations with Château Miraval S.A., Miraval Provence, Familles Perrin, and Perrin.

215. Defendants did in fact disrupt Pitt's and Mondo Bongo's continued business relationships with Château Miraval S.A., Miraval Provence, Familles Perrin, and Perrin. In particular, Defendants caused, participated in, encouraged, and facilitated Nouvel's undergoing of a change of control in circumvention of the Quimicum Articles. Defendants also have intentionally disrupted the long-term business strategy of Pitt and Mondo Bongo, along with Château Miraval S.A., Miraval Provence, Familles Perrin, and Perrin, to develop and operate a family-owned, family-operated French wine brand that is connected to Pitt's personal image and celebrity, including through an endorsement agreement between Pitt and Miraval Provence. Indeed, Defendants have sought to co-opt Pitt's well-earned fame and stardom, and unfairly profit from the below-market rates at which Pitt endorses Miraval, by covertly forcing Pitt and Mondo Bongo, along with Château Miraval S.A., Miraval Provence, Familles Perrin, and Perrin

into a business partnership with the Stoli Parties, whose Russia-affiliated spirits conglomerate is contrary and harmful to the Miraval brand with which Pitt has associated himself, as well as to the Miraval business. Jolie knew that the Stoli Parties would try to interfere in the business Pitt built, which is tied to his image and name, and would disrupt its successful strategy as a family-owned and family-operated French vineyard.

216. In the course of disrupting Pitt's and Mondo Bongo's continued business relations with Château Miraval S.A., Miraval Provence, Familles Perrin, and Perrin, Defendants engaged in independently wrongful conduct by violating Article 6-1 of the Luxembourg Civil Code.

217. As a direct and proximate result of Defendants' wrongful conduct, Pitt and Mondo Bongo have suffered damages in an amount to be proven at trial.

218. Defendants engaged in wrongful conduct with malice, oppression, or fraud. Accordingly, Pitt and Mondo Bongo request that punitive damages be awarded in an amount sufficient to sanction this conduct and to deter those who would commit or knowingly seek to profit from similar actions, now and in the future.

NINTH CLAIM FOR RELIEF

Constructive Trust

(By Plaintiffs Against Defendants)

219. Plaintiffs reallege and incorporate by reference each of Paragraphs 1 through 148 as though fully set forth herein.

220. As of the date of Jolie's purported sale of Nouvel, the only assets held by Nouvel were its shares of Quimicum and its shareholder loans to Quimicum.

221. Plaintiffs possess a right to Nouvel's shares of Quimicum.

222. When Jolie purported to sell Nouvel to Tenute del Mondo, this sale effected an unlawful and wrongful transfer of Nouvel and its shares of Quimicum, unjustly enriching Jolie.

223. As a result of this wrongful transfer, Defendants have become involuntary trustees of Nouvel's shares of Quimicum for the benefit of Plaintiffs.

224. Plaintiffs are entitled to the equitable remedy of a constructive trust.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs William B. Pitt and Mondo Bongo, LLC respectfully pray for the following relief:

A. For judgment in favor of Plaintiffs and against Defendants;

B. For damages in an amount to be proven at trial;

C. For restitution in an amount to be proven at trial;

D. For disgorgement;

E. For punitive and exemplary damages;

F. For a declaration that Jolie's purported sale of Nouvel is null and void;

G. For specific performance;

H. For the imposition of a constructive trust over the Quimicum shares held by Nouvel;

I. For attorneys' fees and costs, as provided by law;

J. For pre- and post-judgment interest; and

K. For any other relief that the Court deems just and proper.

DATED: June 21, 2023

KENDALL BRILL & KELLY LLP
Laura W. Brill

By: /s/ Laura W. Brill
Laura W. Brill

WACHTELL, LIPTON, ROSEN & KATZ
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Attorneys for Plaintiffs and Cross-Defendants William B. Pitt and Mondo Bongo, LLC

DEMAND FOR JURY TRIAL

Plaintiffs William B. Pitt and Mondo Bongo, LLC demand a trial by jury as to all issues so triable.

DATED: June 21, 2023

KENDALL BRILL & KELLY LLP
Laura W. Brill

By: /s/ Laura W. Brill
Laura W. Brill

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Attorneys for Plaintiffs and Cross-Defendants William B. Pitt and Mondo Bongo, LLC

EXHIBIT 1

Registre de Commerce et des Sociétés
Numéro RCS : B41114
Référence de dépôt : L130057424
Déposé le 11/04/2013

QUIMICUM S.A.
Société anonyme
Siège social : 6 C rue Gabriel Lippmann, L-5365 Munsbach
RCS Luxembourg : B 41114

ASSEMBLEE GENERALE EXTRAORDINAIRE DU 25 MARS 2013

NUMERO 707/13

In the year two thousand and thirteen, on the twenty-fifth day of March.

Before us, Maître Francis Kesseler, notary residing in Esch-sur-Alzette.

There was held an extraordinary general meeting of the shareholders (the "**General Meeting**") of the public limited liability company (*société anonyme*) existing under the name of "**QUIMICUM S.A.**", governed by the laws of the Grand-Duchy of Luxembourg, having its registered office at 6 C rue Gabriel Lippmann, L-5365 Munsbach, Grand-Duchy of Luxembourg, registered with the Luxembourg Register of Commerce and Companies under number B 41.114 incorporated pursuant to a deed of Maître Jacques Delvaux notary residing at Esch-sur-Alzette dated 28 July 1992, published in the *Mémorial C, Recueil des Sociétés et Associations,* number 558, page 26.754; the articles of association have been amended several times and for the last time pursuant to a deed of Maître Francis Kesseler, notary residing in Esch-sur-Alzette, dated 13 August 2008, published in the *Mémorial C, Recueil des Sociétés et Associations*, number 2368 page 113.635 on 27 September 2008 (hereafter referred to as the "**Company**").

The meeting was opened by Ms. Elodie Duchêne, attorney-at-law, residing professionally in Luxembourg,

Being in the chair, who appointed as secretary Ms. Carmen André, jurist, residing professionally in Luxembourg.

The meeting elected as scrutineer Mr. Jean-Marc Delcour, attorney-at-law, residing professionally in Luxembourg.

The bureau of the meeting having thus been constituted, the chairman declared and requested the notary to state that:

1. The agenda of the meeting is the following :

    a. *Change of the legal form of the Company so as to convert it from a public limited liability company (société anonyme) into a private limited liability company (société à responsabilité limitée);*

    b. *Change of the corporate name of the Company from "Quimicum S.A." into "Quimicum S.à r.l." in accordance with legal requirements;*

    c. *Replacement of the existing one thousand (1,000) shares, each with a par value of one hundred fifty-two Euros (EUR 152.-) issued under the form of a public limited liability company (société anonyme) into one thousand (1,000) shares (parts sociales), each with a par value of one hundred fifty-two Euros (EUR 152.-) in issue under the*

form of a private limited liability company (société à responsabilité limitée) and attribution of the new shares (parts sociales) to the existing shareholders up to their shareholding in the public limited liability company (société anonyme);

d. *Confirmation of the registered office;*

e. *Acknowledgment of the resignations of all members of the board of directors of the Company i.e. (i) Mr. Olivier Dorier, (ii) Mr. Herman Schommarz, and (iii) Mr. Stewart (Chok Kien Lo) Kam-Cheong, as directors of the Company and granting them full discharge for the execution of their mandate up to their resignation;*

f. *Acknowledgment of the resignation of Mr. Lex Benoy as statutory auditor of the Company and granting him full discharge for the execution of his mandate up to his resignation;*

g. *Decision to set at three (3) the number of directors (gérants) of the Company and appointment of (i) Mr. Olivier Dorier, (ii) Mr. Herman Schommarz, and (iii) Mr. Stewart (Chok Kien Lo) Kam-Cheong, as new directors (gérants) of the Company, with immediate effect and for an unlimited period of time;*

h. *Full restatement of the articles of association of the Company so as to reflect the above resolutions and to adapt them to the new legal form of the Company; and*

i. *Miscellaneous.*

2. The shareholders represented at the meeting, the proxyholders of the represented shareholders and the number of their shares are shown on an attendance list, signed "*ne varietur*" by the proxyholders of the represented shareholders, the member of the bureau and the undersigned notary, will remain annexed to the present deed.

   The proxies of the represented shareholders will also remain annexed to the present deed.

3. As a result of the aforementioned attendance list, all the one thousand (1,000) shares issued are represented at the present meeting, which is consequently constituted and may validly deliberate and decide on the different items of the agenda.

   After the foregoing has been approved by the shareholders, the shareholders took the following resolutions:

FIRST RESOLUTION

The General Meeting **RESOLVES** to change the legal form of the Company so as to convert it from a public limited liability company (*société anonyme*) into a private limited liability company (*société à responsabilité limitée),* without discontinuity of its legal status.

The share capital and the reserves will remain intact, as well as each item of the assets and liabilities, the amortisations, the appreciations and the depreciations.

The Company transformed into a private limited liability company (*société à responsabilité limitée)* shall continue the book-keeping and the accountancy held by the Company previously under the form of a public limited liability company (*société anonyme*).

The change of the legal form of the Company is made on the basis of (i) the Company's interim balance sheet as at and for the period from 1 January 2013 until 25 March 2013 (the "**Interim Balance**

Sheet") and (ii) the report of the board of directors of the Company issued on 25 March 2013 relating to the description of the share capital of the Company (the "**Board Report**"), which concludes that:

As of 25 March 2013:

- *the share capital of the Company amounts to one hundred fifty-two thousand Euros (EUR 152,000.-) divided into one thousand (1,000) shares, each with a par value of one hundred fifty-two Euros (EUR 152.-);*

- *the share capital of the Company is therefore at least equal to the amount of the minimum share capital required by Article 182 of the law dated 10 August 1915 on commercial companies as amended from time to time, for companies having the corporate form of a private limited liability company (société à responsabilité limitée); and*

- *the Company's shares are fully subscribed and entirely paid up by the shareholders of the Company.*

The Interim Balance Sheet and the Board Report, after having been signed "*ne varietur*" by the appearing party and the undersigned notary, will remain annexed to the present deed for the purpose of registration.

SECOND RESOLUTION

The General Meeting **RESOLVES** to change the corporate name of the Company from "Quimicum S.A." into "Quimicum S.à r.l.".

THIRD RESOLUTION

The General Meeting **RESOLVES** to replace the existing one thousand (1,000) shares, each with a par value of one hundred fifty-two Euros (EUR 152.-) issued under the form of a public limited liability company (*société anonyme*) into one thousand (1,000) shares (*parts sociales*), each with a par value of one hundred fifty-two Euros (EUR 152.-) in issue under the form of a private limited liability company (*société à responsabilité limitée*).

The General Meeting further **RESOLVES** to attribute the new shares (*parts sociales*) to the existing shareholders pro rata their shareholding in the public limited liability company (*société anonyme*).

So that (i) Mondo Bongo, LLC, a limited liability company organized and existing under the laws of the state of California, United States of America, having its registered office at 9100 Wilshire Boulevard, Suite 1000 West Beverly Hills, CA 90212 (United States of America) will be the holder of six hundred (600) shares (*parts sociales*) of the Company and (ii) Nouvel, LLC, a limited liability company organized and existing under the laws of the state of California, United States of America, having its registered office at 1990 S. Bundy Drive, Suite 200 Los Angeles, CA 90025, (United States of America) will be the holder of four hundred (400) shares (*parts sociales*) of the Company.

FOURTH RESOLUTION

The General Meeting **CONFIRMS** that the registered office of the Company is located at 6 C, rue Gabriel Lippmann, L-5365 Munsbach, Grand-Duchy of Luxembourg.

FIFTH RESOLUTION

The General Meeting **RESOLVES** to acknowledge, with immediate effect, the resignations of all members of the board of directors of the Company, composed of (i) Mr. Olivier Dorier, (ii) Mr. Herman Schommarz, and (iii) Mr. Stewart (Chok Kien Lo) Kam-Cheong, as directors of the Company.

The General Meeting further **RESOLVES** to grant them full discharge from any liability arising from the performance of their duties as directors of the Company up to their resignation as far as legally possible and to resolve again on the said discharge at the time the shareholders will approve the Company's annual accounts as at 31 December 2013.

SIXTH RESOLUTION

The General Meeting **RESOLVES** to acknowledge, with immediate effect, the resignation of Mr. Lex Benoy as statutory auditor of the Company.

The General Meeting further **RESOLVES** to grant him full discharge from any liability arising from the performance of his duties as statutory auditor of the Company up to his resignation as far as legally possible and to resolve again on the said discharge at the time the shareholders will approve the Company's annual accounts as at 31 December 2013.

SEVENTH RESOLUTION

The General Meeting **RESOLVES** to set at three (3) the number of directors (*gérants*) of the Company and to appoint the following persons as new directors (*gérants*) of the Company, with immediate effect and for an unlimited period of time:

(i) Mr. Olivier Dorier, born on 25 September 1968 in Saint-Rémy (France), residing professionally at 6 C rue Gabriel Lippmann, L-5365 Munsbach (Grand-Duchy of Luxembourg);

(ii) Mr. Herman Schommarz, born on 20 November 1970 in Amersfoort (Republic of South Africa), residing professionally at 6 C rue Gabriel Lippmann, L-5365 Munsbach (Grand-Duchy of Luxembourg); and

(iii) Mr. Stewart (Chok Kien Lo) Kam-Cheong, born on 22 July 1962 in Port Louis (Mauritius), residing professionally at 6 C rue Gabriel Lippmann, L-5365 Munsbach (Grand-Duchy of Luxembourg).

EIGHTH RESOLUTION

The General Meeting **RESOLVES** to fully restate the articles of association of the Company so as to reflect the above resolutions and to adapt them to the new legal form of the Company and to set them as follows:

ARTICLE 1 - CORPORATE FORM AND NAME

These are the articles of association (the "**Articles**") of a private limited liability company ("*société à responsabilité limitée*") whose name is Quimicum S.à r.l. (hereafter the "**Company**").

The Company is incorporated under and governed by the laws of the Grand Duchy of Luxembourg, in particular the law dated 10 August 1915, on commercial companies, as amended (the "**Law**"), as well as by these Articles.

ARTICLE 2 - CORPORATE OBJECT

2.1 The object of the Company is (i) the holding of participations and interests in any form whatsoever in Luxembourg and foreign companies, partnerships or other entities, (ii) the acquisition by purchase, subscription, or in any other manner as well as the transfer by sale, exchange or otherwise of stocks, bonds, debentures, notes and other securities of any kind, and (iii) the acquisition, ownership, administration, development, management and disposal of its portfolio. The Company may enter into any agreements relating to the acquisition, subscription or management of the aforementioned instruments and the financing thereof.

2.2 The Company may borrow in any form and proceed to the issuance of bonds, debentures, notes and other instruments convertible or not, without a public offer.

2.3. The Company may grant assistance and lend funds to its subsidiaries, affiliated companies, to any other group company as well as to other entities or persons provided that the Company will not enter into any transaction which would be considered as a regulated activity without obtaining the required licence. It may also give guarantees and grant security in favour of third parties to secure its obligations or the obligations of its subsidiaries, affiliated companies or any other group company as well as other entities or persons provided that the Company will not enter into any transaction which would be considered as a regulated activity without obtaining the required licence. The Company may further mortgage, pledge, transfer, encumber or otherwise hypothecate all or some of its assets.

2.4 The Company may generally employ any techniques and utilize any instruments relating to its investments for the purpose of their efficient management, including the entry into any forward transactions as well as techniques and instruments designed to protect the Company against credit risk, currency fluctuations, interest rate fluctuations and other risks.

2.5 In a general fashion it may grant assistance to affiliated companies, take any controlling and supervisory measures and carry out any operation, which it may deem useful in the accomplishment and development of its purposes.

2.6 The Company may carry out any commercial or financial operations and any transactions with respect to movable or immovable property, which directly or indirectly further or relate to its purpose.

ARTICLE 3 - DURATION

The Company is formed for an unlimited period of time.

ARTICLE 4 - REGISTERED OFFICE

4.1 The registered office of the Company is established in Munsbach.

4.2 It may be transferred to any other place in the Grand Duchy of Luxembourg by means of an extraordinary resolution of its shareholders deliberating in the manner provided for amendments to the Articles.

4.3 The address of the registered office may be transferred within the municipality by decision of the sole director (*gérant*) or in case of plurality of directors (*gérants*), by a decision of the board of directors (*conseil de gérance*).

4.4 In the event that the board of directors (*gérants*) or the sole director (*gérant*) (as the case may be) should determine that extraordinary political, economic or social developments have occurred or are imminent that would interfere with the normal activities of the Company at its registered office or with the ease of communication between such office and persons abroad, the registered office may be temporarily transferred abroad until the complete cessation of these extraordinary circumstances;

such temporary measures shall have no effect on the nationality of the Company which, notwithstanding the temporary transfer of its registered office, will remain a Luxembourg company. Such temporary measures will be taken and notified to any interested parties by the board of directors (*gérants*) or the sole director (*gérant*) (as the case may be) of the Company.

4.5 The Company may have offices and branches, both in Luxembourg and abroad.

ARTICLE 5 - SHARE CAPITAL – SHARES (*PARTS SOCIALES*)

5.1 - Subscribed Share Capital

5.1.1 The Company's corporate capital is fixed at one hundred fifty-two thousand Euros (EUR 152,000.-) represented by one thousand (1,000) shares (*parts sociales*) of one hundred fifty-two Euros (EUR 152,-) each, all fully subscribed and entirely paid up.

5.1.2 Any premium paid on any share (*part sociale*) is allocated to a distributable reserve in accordance with the terms of this Article. The share premium shall remain reserved and attached to the shares (*parts sociales*) in relation to which it was paid and will be reserved to the relevant holders of shares (*parts sociales*) in case of distributions, repayment or otherwise. Decisions as to the use of the share premium reserve(s) are to be taken by the shareholder(s).

5.1.3 The Company may accept contributions without issuing shares (*parts sociales*) or other securities in consideration and may allocate such contributions to one or more reserves. Decisions as to the use of any such reserves are to be taken by the shareholder(s). The reserves may, but do not need to, be allocated to the contributor.

5.2 – Changes to Share Capital

The capital may be changed at any time by a decision of the single shareholder or by decision of the general shareholders' meeting, in accordance with Article 7 of these Articles and within the limits provided for by Article 199 of the Law.

5.3 - Indivisibility of Shares (*parts sociales*)

Towards the Company, the Company's shares (*parts sociales*) are indivisible, since only one owner is admitted per share (*part sociale*). Co-owners, usufructuaries and bare-owners, creditors and debtors of pledged shares (*parts sociales*) have to appoint a sole person as their representative towards the Company.

5.4 - Transfer of Shares (*parts sociales*)

5.4.1 In case of a single shareholder, the Company's shares (*parts sociales*) held by the single shareholder are freely transferable.

5.4.2 In case of plurality of shareholders, the shares (*parts sociales*) held by each shareholder may be transferred in compliance with the provisions of Articles 189 and 190 of the Law.

5.4.3 Shares (*parts sociales*) may not be transferred *inter vivos* to non-shareholders unless shareholders representing at least three-quarters of the corporate share capital shall have agreed thereto.

5.4.4 Transfers of shares (*parts sociales*) must be recorded by notarial or private deed. Transfers shall not be valid vis-à-vis the Company or third parties until they shall have been notified to the Company or accepted by it in accordance with the provisions of Article 1690 of the Civil Code.

5.5 - Repurchase of Shares (*parts sociales*)

The Company may repurchase its shares (*parts sociales*) provided that there are sufficient available reserves to that effect. For the avoidance of doubt, the repurchased shares (*parts sociales*) will not be taken into consideration for the determination of the quorum and majority.

5.6 – Share Register

All shares (*parts sociales*) and transfers thereof are recorded in the shareholders' register in accordance with Article 185 of the Law.

ARTICLE 6 - MANAGEMENT

6.1 - Appointment and Removal

6.1.1 The Company is managed by one or several directors (*gérants*). If several directors (*gérants*) have been appointed, they will constitute a board of directors (*conseil de gérance*). The director(s) (*gérant(s)*) need not to be shareholder(s).

6.1.2 The director(s) *(gérant(s)*) is/are appointed by resolution of the shareholders.

6.1.3 A director (*gérant*) may be revoked *ad nutum* with or without cause and replaced at any time by resolution adopted by the shareholders.

6.1.4 The sole director (*gérant*) and each of the members of the board of directors (*conseil de gérance*) may be compensated for his/their services as director (*gérant*) or reimbursed for their reasonable expenses upon resolution of the shareholders.

6.2 - Powers

6.2.1 All powers not expressly reserved by Law or the present Articles to the general meeting of shareholders fall within the competence of the sole director (*gérant*), or in case of plurality of directors (*gérants*), of the board of directors (*conseil de gérance*).

6.2.2 The sole director (*gérant*), or in case of plurality of directors (*gérants*), the board of directors (*conseil de gérance*), may sub-delegate his/its powers for specific tasks to one or several ad hoc agents.

6.2.3 The sole director (*gérant*), or in case of plurality of directors (*gérants*), the board of directors (*conseil de gérance*) will determine the agent'(s) responsibilities and remuneration (if any), the duration of the period of representation and any other relevant conditions of the agency.

6.3 - Representation and Signatory Power

6.3.1 In dealing with third parties as well as in judicial proceedings, the sole director (*gérant*), or in case of plurality of directors (*gérants*), the board of directors (*conseil de gérance*) will have all powers to act in the name of the Company in all circumstances and to carry out and approve all acts and operations consistent with the Company's objects.

6.3.2 The Company shall be bound by the signature of its sole director (*gérant*), and, in case of plurality of directors (*gérants*), by the joint signature of any two directors (*gérants*) or by the signature of any person to whom such power has been delegated by the board of directors (*conseil de gérance*).

6.4 - Chairman, Vice-Chairman, Secretary, Meetings

6.4.1 The board of directors (*conseil de gérance*) may choose among its members a chairman and a vice-chairman. It may also choose a secretary, who need not be a director (*gérant*), to keep the minutes of the meeting of the board of directors (*conseil de gérance*) and of the shareholders and who shall be subject to the same confidentiality provisions as those applicable to the directors (*gérants*).

6.4.2 Meetings of the board of directors (*conseil de gérance*) may be convened by any member of the board of directors (*conseil de gérance*). The convening notice, containing the agenda and the place of the meeting, shall be sent by letter (sent by express mail or special courier), telegram, telex, telefax or e-mail at least three (3) days before the date set for the meeting, except in circumstances of emergency in which case the nature of such circumstances shall be set forth in the convening notice and in which case notice of at least 24 hours prior to the hour set for such meeting shall be sufficient. Any notice may be waived by the consent of each director (*gérant)* expressed during the meeting or in writing or telegram, telex, telefax or e-mail. Separate notice shall not be required for individual meetings held at times and places prescribed in a schedule previously adopted by resolution of the board of directors (*conseil de gérance*). All reasonable efforts will be afforded so that, sufficiently in advance of any meeting of the board each director (*gérant)* is provided with a copy of the documents and/or materials to be discussed or passed upon by the board at such meeting.

6.4.3 The board of directors (*conseil de gérance*) can discuss or act validly only if at least a majority of the directors (*gérants*) is present or represented at the meeting of the board of directors (*conseil de gérance*). Resolutions shall be taken by a majority of the votes cast of the directors (*gérants*) present or represented at such meeting.

6.4.4 The resolutions of the board of directors (*conseil de gérance*) shall be recorded in minutes to be signed by the chairman or each member of the board of directors (*conseil de gérance*) of the Company present at the meeting.

6.4.5 Resolutions in writing approved and signed by all directors (*gérants*) shall have the same effect as resolutions passed at the board of directors' (*gérants*) meetings. Such approval may be in one or several separate documents.

6.4.6 Copies or extracts of the minutes and resolutions, which may be produced in judicial proceedings or otherwise, shall be signed by the chairman and any member of the board of directors (*conseil de gérance*) of the Company.

6.4.7 A director (*gérant*) may appoint any other director (*gérant*) (but not any other person) to act as his representative at a board meeting to attend, deliberate, vote and perform all his functions on his behalf at that board meeting. A director (*gérant*) can act as representative for more than one other director (*gérant*) at a board meeting.

6.4.8 Any and all directors (*gérants*) may participate in any meeting of the board of directors (*conseil de gérance*) by telephone or video conference call or by other similar means of communication allowing all the directors (*gérants*) taking part in the meeting to hear one another. The participation in a meeting by these means is equivalent to a participation in person at such meeting.

6.5 - Liability of Directors (*gérants*)

Any director (*gérant*) assumes, by reason of his position, no personal liability in relation to any commitment validly undertaken by him in the name of the Company.

ARTICLE 7 - SHAREHOLDERS' RESOLUTIONS

7.1 For as long as all the shares (*parts sociales*) are held by only one shareholder, the Company is a sole shareholder company (*société unipersonnelle*) in the meaning of Article 179 (2) of the Law and Articles 200-1 and 200-2 of the Law, among others, will apply. The single shareholder assumes all powers conferred to the general shareholders' meeting.

7.2 In case of plurality of shareholders, each shareholder may take part in collective decisions irrespectively of the number of shares (*parts sociales*) he owns. Each shareholder has a number of votes equal to the number of shares (*parts sociales*) held by him.

7.3. Collective decisions are only validly taken insofar as shareholders owning more than half of the share capital adopt them provided that in case such majority is not met, the shareholders may be reconvened or consulted again in writing by registered letter and the decisions will be validly taken by the majority of the votes cast irrespective of the portion of share capital represented.

7.4 However, resolutions to alter the Articles, except in case of a change of nationality, which requires a unanimous vote, may only be adopted by the majority in number of the shareholders owning at least three quarter of the Company's share capital, subject to the provisions of the Law.

7.5 A meeting of shareholders may validly debate and take decisions without complying with all or any of the convening requirements and formalities if all the shareholders have waived the relevant convening requirements and formalities either in writing or, at the relevant shareholders' meeting, in person or by an authorised representative.

7.6 A shareholder may be represented at a shareholders' meeting by appointing in writing (or by fax or e-mail or any similar means) a proxy or attorney who need not be a shareholder.

7.7 The holding of general shareholders' meetings shall not be mandatory where the number of members does not exceed twenty-five (25). In such case, each shareholder shall receive the precise wording of the text of the resolutions or decisions to be adopted and shall give his vote in writing.

7.8 The majority requirements applicable to the adoption of resolutions by a shareholders' meeting apply mutatis mutandis to the passing of written resolutions of shareholders. Written resolutions of shareholders shall be validly passed upon receipt by the Company of original copies (or copies sent by facsimile transmission or as e-mail attachments) of shareholders' votes representing the majority required for the passing of the relevant resolutions, irrespective of whether all shareholders have voted or not.

ARTICLE 8 - ANNUAL GENERAL SHAREHOLDERS' MEETING

8.1 At least one shareholders' meeting shall be held each year. Where the number of shareholders exceeds twenty-five, such annual general meeting of shareholders shall be held, in accordance with Article 196 of the Law at the registered office of the Company, or at such other place in Luxembourg as may be specified in the notice of meeting, on the first Monday of the month of June, at 11 A.M.

8.2 If such day is not a bank business day in Luxembourg, the annual general meeting shall be held on the preceding bank business day. The annual general meeting may be held abroad if, in the absolute and final judgment of the sole director (*gérant*), or in case of plurality of directors (*gérants*), the board of directors (*conseil de gérance*), exceptional circumstances so require.

ARTICLE 9 - AUDIT

9.1 Where the number of shareholders exceeds twenty-five, the operations of the Company shall be supervised by one or more statutory auditors in accordance with Article 200 of the Law who need not to be shareholder. If there is more than one statutory auditor, the statutory auditors shall act as a *collegium* (s) and form the board of auditors.

9.2 Irrespective of the above, the Company shall be supervised by one or more approved statutory auditor(s) (*réviseur(s) d'entreprises agréé*) where there is a legal requirement to that effect or where the Company is authorized by law to opt for and chooses to opt for the appointment of an approved statutory auditor (*réviseur d'entreprise agrée*) instead of a statutory auditor.

ARTICLE 10 - FINANCIAL YEAR – ANNUAL ACCOUNTS

10.1 – Financial Year

The Company's financial year starts on the 1st of January and ends on the 31st of December of each year.

10.2 - Annual Accounts

10.2.1 Each year, the sole director (*gérant*), or in case of plurality of directors (*gérants*), the board of directors (*conseil de gérance*) prepares an inventory a balance sheet and a profit and loss account in accordance with the provisions of Article 197 of the Law.

10.2.2 Each shareholder, either personally or through an appointed agent, may inspect, at the Company's registered office, the above inventory, balance sheet, profit and loss accounts and, as the case may be, the report of the statutory auditor(s) set-up in accordance with Article 200 of the Law. Where the number of shareholders exceeds twenty-five, such inspection shall only be permitted fifteen days before the meeting.

ARTICLE 11 - DISTRIBUTION OF PROFITS

11.1 An amount equal to five per cent (5%) of the net profits of the Company shall be allocated to a statutory reserve, until and as long as this reserve amounts to ten per cent (10%) of the Company's share capital.

11.2 The balance of the net profits may be distributed to the shareholder(s) commensurate to his/their shareholding in the Company.

11.3 Except where otherwise provided for in these Articles, each share (*part sociale*) entitles to a fraction of the corporate assets and profits of the Company in direct proportion to the number of shares (*parts sociales*) in existence.

11.4 The sole director (*gérant*) or the board of directors (*conseil de gérance*) as appropriate may decide to pay interim dividends to the shareholder(s) before the end of the financial year on the basis of a statement of accounts showing that sufficient funds are available for distribution, it being understood that (i) the amount to be distributed may not exceed, where applicable, realised profits since the end of the last financial year, increased by carried forward profits and distributable reserves, but decreased by carried forward losses and sums to be allocated to a reserve to be established according to the Law or these Articles and that (ii) any such distributed sums which do not correspond to profits actually earned may be recovered from the relevant shareholder(s).

ARTICLE 12 - DISSOLUTION - LIQUIDATION

12.1 The Company shall not be dissolved by reason of the death, suspension of civil rights, insolvency or bankruptcy of the single shareholder or of one of the shareholders.

12.2 Except in the case of dissolution by court order, the dissolution of the Company may take place only pursuant to a decision adopted by the general meeting of shareholders in accordance with the conditions required for amendments to the Articles.

12.3 At the time of dissolution of the Company, the liquidation will be carried out by one or several liquidators, shareholders or not, appointed by the shareholders who shall determine their powers and remuneration.

ARTICLE 13 - REFERENCE TO THE LAW

Reference is made to the provisions of the Law for all matters for which there are no specific provisions in these Articles.

There being no further business, the meeting is terminated.

COSTS

The expenses, costs, fees and charges of any kind whatsoever which will have to be borne by the Company as a result of the present deed are estimated at approximately one thousand eight hundred euro (EUR 1.800,-).

The undersigned notary, who knows English, states that on request of the appearing party, the present deed is worded in English, followed by a French version and in case of discrepancies between the English and the French text, **the English version** will be binding.

WHEREOF the present notarial deed was drawn up in Luxembourg, on the day indicated at the beginning of this deed.

The document having been read to the person appearing, he signed together with the notary the present original deed.

SUIT LA TRADUCTION FRANCAISE DU TEXTE QUI PRECEDE :

L'an deux mille treize, le vingt-cinquième jour de mars.

Par devant Maître Francis Kesseler, notaire de résidence à Esch-sur-Alzette.

S'est réunie l'assemblée générale extraordinaire des actionnaires (l' « **Assemblée Générale** ») de la société anonyme existant sous la dénomination « **QUIMICUM S.A.** », régie par les lois du Grand-Duché de Luxembourg, ayant son siège social au 6 C rue Gabriel Lippmann, L-5365 Munsbach, Grand-Duché de Luxembourg, immatriculée auprès du Registre de Commerce et des Sociétés de Luxembourg sous le numéro B 41.114 constituée suivant un acte de Maître Jacques Delvaux, notaire résidant à Esch-sur-Alzette, daté du 28 juillet 1992, publié au Mémorial C, Recueil des Sociétés et Associations numéro 558 page 26.754; les statuts ont été modifiés à plusieurs reprises et pour la dernière fois suivant acte de Maître Francis Kesseler, notaire résidant à Esch-sur-Alzette, daté du 13 août 2008, publié au Mémorial C, Recueil des Sociétés et Associations numéro 2368, page 113.635 le 27 septembre 2008 (ci-après la « **Société** »).

L'assemblée s'est ouverte sous la présidence de Mademoiselle Elodie Duchêne, avocate, demeurant professionnellement à Luxembourg,

Désignant comme secrétaire Mademoiselle Carmen André, juriste, demeurant professionnellement à Luxembourg.

L'assemblée élit comme scrutateur Monsieur Jean-Marc Delcour, avocat, demeurant professionnellement à Luxembourg.

Le bureau de l'assemblée ayant été constitué, le président déclare et prie le notaire instrumentant d'acter que :

1. La présente assemblée a pour ordre du jour :

    a. *Modification de la forme sociale de la Société afin de la transformer d'une société anonyme en une société à responsabilité limitée;*

b. *Modification de la dénomination sociale de la Société de « Quimicum S.A. » en « Quimicum S.à r.l. » en conformité avec les exigences légales;*

c. *Remplacement des mille (1.000) actions existantes, ayant chacune une valeur nominale de cent cinquante-deux Euros (EUR 152,-) émises sous la forme d'une société anonyme en mille (1.000) parts sociales, ayant chacune une valeur nominale de cent cinquante-deux Euros (EUR 152,-) en circulation sous la forme d'une société à responsabilité limitée et attribution des nouvelles parts sociales aux actionnaires existants en proportion de leur participation dans la société anonyme;*

d. *Confirmation du siège social ;*

e. *Prise de connaissance des démissions de tous les membres du conseil d'administration de la Société, étant (i) Mr. Olivier Dorier, (ii) Mr. Herman Schommarz, et (iii) Mr. Stewart (Chok Kien Lo) Kam-Cheong, en qualité d'administrateurs de la Société et octroi de la décharge pour l'exécution de leur mandat jusqu'à leur démission;*

f. *Prise de connaissance de la démission de Mr. Lex Benoy en qualité de commissaire aux comptes de la Société et octroi de la décharge pour l'exécution de son mandat jusqu'à sa démission;*

g. *Décision de fixer à trois (3) le nombre de gérants de la Société et nomination de (i) Mr. Olivier Dorier, (ii) Mr. Herman Schommarz, et (iii) Mr. Stewart (Chok Kien Lo) Kam-Cheong, en qualité de nouveaux gérants de la Société, avec effet immédiat et pour une durée indéterminée;*

h. *Refonte intégrale des statuts de la Société en vue de refléter les résolutions précédentes et de les adapter à la nouvelle forme sociale de la Société; et*

i. *Divers.*

2. Que les actionnaires représentés à l'assemblée, les mandataires des actionnaires représentés ainsi que le nombre d'actions qu'ils détiennent est indiqué sur une liste de présence, signée *ne varietur* par les mandataires des actionnaires représentés, les membres du bureau et le notaire instrumentant, qui restera annexée au présent acte.

   Les procurations des actionnaires représentés resteront également annexées au présent acte.

3. Qu'au vu de la prédite liste de présences, toutes les mille (1.000) actions émises sont représentées à la présente assemblée, qui est en conséquence régulièrement constituée et peut valablement délibérer et décider sur les différents points de l'ordre du jour.

   Ces faits ayant été approuvés par les actionnaires, les actionnaires prennent les résolutions suivantes :

PREMIERE RESOLUTION

L'Assemblée Générale **DECIDE** de modifier la forme sociale de la Société afin de la transformer d'une société anonyme en une société à responsabilité limitée, sans discontinuité de sa personnalité juridique.

Le capital social et les réserves demeureront intacts, ainsi que tous les éléments de l'actif et du passif, les amortissements, les moins-values et les plus-values.

La Société transformée en une société à responsabilité limitée continuera les écritures et la comptabilité tenues par la Société précédemment sous la forme d'une société anonyme.

Le changement de la forme sociale de la Société est fait sur base (i) d'un bilan intérimaire de la Société établi pour la période du 1er janvier 2013 au 25 mars 2013 (le « **Bilan Intérimaire** ») et (ii) d'un rapport établi par le conseil d'administration de la Société concernant la description du capital social de la Société (le « **Rapport du Conseil** »), qui conclut :

Au 25 mars 2013 :

- *Le capital social de la Société s'élève à cent cinquante-deux mille Euros (EUR 152.000,-) divisé en mille (1.000) actions, ayant chacune une valeur nominale de cent cinquante-deux Euros (EUR 152,-) ;*

- *Le capital social de la Société est en conséquence au moins égal au montant du capital social minimum requis par l'article 182 de la loi du 10 août 1915 sur les sociétés commerciales, tel que modifiée, pour les sociétés ayant la forme d'une société à responsabilité limitée ; et*

- *Les actions de la Société sont entièrement souscrites et libérées par les actionnaires de la Société.*

Le Bilan Intérimaire et le Rapport du Conseil, après avoir été signés "*ne varietur*" par la partie comparante et le notaire instrumentant, resteront annexés au présent acte pour les besoins de l'enregistrement.

SECONDE RESOLUTION

L'Assemblée Générale **DECIDE** de modifier la dénomination sociale de la Société de « Quimicum S.A. » en « Quimicum S.à r.l. ».

TROISIEME RESOLUTION

L'Assemblée Générale **DECIDE** de remplacer les mille (1.000) actions existantes, ayant chacune une valeur nominale de cent cinquante-deux Euros (EUR 152,-) émises sous la forme d'une société anonyme en mille (1.000) parts sociales, ayant chacune une valeur nominale de cent cinquante-deux Euros (EUR 152,-) en circulation sous la forme d'une société à responsabilité limitée.

L'Assemblée Générale **DECIDE** ensuite d'attribuer les nouvelles parts sociales aux actionnaires existants en proportion de leur participation dans la société anonyme.

De telle sorte que (i) Mondo Bongo, LLC, une *limited liability company* régie par les lois de l'Etat de Californie, Etats-Unis d'Amérique, ayant son siège social au 9100 Wilshire Boulevard, Suite 1000 West Beverly Hills, CA 90212 (Etats-Unis d'Amérique) sera le détenteur de six cents (600) parts

sociales de la Société et (ii) Nouvel, LLC, une *limited liability company* régie par les lois de l'Etat de Californie, Etats-Unis d'Amérique, ayant son siège social au 1990 S. Bundy Drive, Suite 200 Los Angeles, CA 90025, (Etats-Unis d'Amérique) sera le détenteur de quatre cents (400) parts sociales de la Société.

QUATRIEME RESOLUTION

L'Assemblée Générale **CONFIRME** que le siège social de la Société est situé au 6 C, rue Gabriel Lippmann, L-5365 Munsbach, Grand-Duché de Luxembourg.

CINQUIEME RESOLUTION

L'Assemblée Générale **DECIDE** de prendre connaissance, avec effet immédiat, des démissions de tous les membres du conseil d'administration de la Société, composé de (i) Mr. Olivier Dorier, (ii) Mr. Herman Schommarz, et (iii) Mr. Stewart (Chok Kien Lo) Kam-Cheong, en qualité d'administrateurs de la Société.

L'Assemblée Générale **DECIDE** ensuite de leur octroyer décharge pour l'exécution de leur mandat d'administrateurs de la Société jusqu'à leur démission, pour autant que légalement possible, et de décider une nouvelle fois sur cette décharge lorsque les associés approuveront les comptes annuels de la Société au 31 décembre 2013.

SIXIEME RESOLUTION

L'Assemblée Générale **DECIDE** de prendre connaissance, avec effet immédiat, de la démission de Mr. Lex Benoy en qualité de commissaire aux comptes de la Société.

L'Assemblée Générale **DECIDE** ensuite de lui octroyer décharge pour l'exécution de son mandat de commissaire aux comptes de la Société jusqu'à sa démission, pour autant que légalement possible, et de décider une nouvelle fois sur cette décharge lorsque les associés approuveront les comptes annuels de la Société au 31 décembre 2013.

SEPTIEME RESOLUTION

L'Assemblée Générale **DECIDE** de fixer à trois (3) le nombre de gérants de la Société et de nommer les personnes suivantes en qualité de nouveaux gérants de la Société, avec effet immédiat et pour une durée indéterminée:

(i) Mr. Olivier Dorier, né le 25 septembre 1968 à Saint-Rémy (France), résidant professionnellement au 6 C rue Gabriel Lippmann, L-5365 Munsbach (Grand-Duché de Luxembourg);

(ii) Mr. Herman Schommarz, né le 20 novembre 1970 à Amersfoort (République d'Afrique du Sud), résidant professionnellement au 6 C rue Gabriel Lippmann, L-5365 Munsbach (Grand-Duché de Luxembourg), et

(iii) Mr. Stewart (Chok Kien Lo) Kam-Cheong, né le 22 juillet 1962 à Port Louis (Maurice) résidant professionnellement au 6 C rue Gabriel Lippmann, L-5365 Munsbach (Grand-Duché de Luxembourg).

HUITIEME RESOLUTION

L'Assemblée Générale **DECIDE** de refondre intégralement les statuts de la Société en vue de refléter les résolutions précédentes et de les adapter à la nouvelle forme sociale de la Société et de les fixer comme ci-dessous :

ARTICLE 1 - FORME SOCIALE ET DENOMINATION

Ceux-ci sont les statuts (les « **Statuts** ») d'une société à responsabilité limitée qui porte la dénomination de Quimicum S.à r.l. (ci-après la « **Société** »).

La Société est constituée sous et régie par les lois du Grand Duché de Luxembourg, en particulier la loi du 10 août 1915 relative aux sociétés commerciales, telle que modifiée (ci-après la « **Loi** »"), ainsi que par les présents Statuts.

ARTICLE 2 - OBJET SOCIAL

2.1 L'objet de la Société est (i) la détention de participations et d'intérêts, sous quelque forme que ce soit, dans des sociétés luxembourgeoises et étrangères, des entités de type partnerships (*partnerships*) ou d'autres entités, (ii) l'acquisition par l'achat, la souscription ou de toute autre manière, ainsi que le transfert par vente, échange ou autre, d'actions, d'obligations, de reconnaissances de dettes, notes ou autres titres de quelque forme que ce soit, et (iii) l'acquisition, la propriété, l'administration, le développement, la gestion et la disposition de son portefeuille. La Société peut conclure tout contrat relatif à l'acquisition, la souscription ou la gestion des instruments précités et au financement y relatif.

2.2 La Société peut emprunter sous toute forme et procéder à l'émission d'obligations, de reconnaissances de dettes, de notes et d'autres instruments convertibles ou non, sans offre au public.

2.3 La Société peut accorder une assistance et prêter des fonds à ses filiales, sociétés affiliées, a toute autre société du groupe ainsi qu'à toutes autres entités ou personnes, étant entendu que la Société ne concluera aucune transaction qui serait considérée comme une activité réglementée sans obtenir l'autorisation requise. Elle pourra également fournir des garanties et octroyer des sûretés en faveur de parties tierces afin de garantir ses propres obligations ou bien les obligations de ses filiales, sociétés affiliées ou toute autre société du groupe, ainsi qu'à toute autre entité ou personne pourvu que la Société ne conclut pas une transaction qui serait considérée comme une activité réglementée sans obtenir l'autorisation requise. La Société pourra également hypothéquer, gager, transférer, grever ou autrement hypothéquer tout ou partie de ses avoirs.

2.4 La Société peut généralement employer toute technique et utiliser tout instrument relatif à ses investissements en vue de leur gestion efficace, y compris la conclusion de toute transaction à terme ainsi que des techniques et instruments destinés à protéger la Société contre le risque de crédit, les fluctuations monétaires, les fluctuations de taux d'intérêt et tout autre risque.

2.5 De manière générale elle peut accorder son assistance à des sociétés affiliées, prendre toute mesure de contrôle ou de supervision et mener toute opération qu'elle jugerait utile à l'accomplissement et au développement de son objet social.

2.6 La Société pourra en outre effectuer toute opération commercial ou financière, ainsi que toute transaction concernant des biens meubles ou immeubles, qui sont en rapport direct ou indirect avec son objet social.

ARTICLE 3 - DUREE

La Société est constituée pour une durée illimitée.

ARTICLE 4 - SIEGE SOCIAL

4.1 Le siège social de la Société est établi à Munsbach.

4.2 Il peut-être transféré en tout autre endroit du Grand-Duché de Luxembourg par une résolution de l'assemblée générale extraordinaire des associés délibérant comme en matière de modification des Statuts.

4.3 L'adresse du siège social peut-être transférée à l'intérieur de la commune par simple décision du gérant unique ou en cas de pluralité de gérants, par décision du conseil de gérance.

4.4 Dans l'éventualité où le conseil de gérance ou le gérant unique (selon le cas) déterminerait que des événements extraordinaires politiques, économiques ou des développements sociaux ont eu lieu ou sont imminents qui interféreraient avec les activités normales de la Société en son siège social ou avec la fluidité de communication entre le siège social et les personnes à l'étranger, le siège social peut être temporairement transféré à l'étranger jusqu'à la cessation complète de telles circonstances extraordinaires ; de telles mesures temporaires n'auront pas d'effet sur la nationalité de la Société qui, malgré le transfert temporaire de son siège social, restera une société Luxembourgeoise. De telles mesures temporaires seront prises et notifiées à toute partie intéressée par le conseil de gérance ou par le gérant unique (selon le cas) de la Société.

4.5 La Société peut avoir des bureaux et des succursales tant au Luxembourg qu'à l'étranger.

ARTICLE 5 - CAPITAL SOCIAL – PARTS SOCIALES

5.1 - Capital Souscrit

5.1.1 Le capital social est fixé à cent cinquante-deux mille Euros (EUR 152.000,-) représenté par mille (1.000) parts sociales de cent cinquante-deux Euros (EUR 152,-) chacune, toutes entièrement souscrites et libérées.

5.1.2 Toute prime d'émission payée sur toute part sociale est allouée à une réserve distribuable conformément aux dispositions de cet Article. La prime d'émission devra rester réservée et attachée aux parts sociales en rapport avec lesquelles elle a été payée et sera réservée aux détenteurs de parts sociales en question en cas de distribution, remboursement ou autres. Les décisions quant à l'utilisation de la réserve de prime d'émission seront prises par le(s) associé(s).

5.1.3 La Société peut accepter des apports sans émettre de parts sociales ou d'autres titres en contrepartie et peut allouer de tels apports à une ou plusieurs réserves. Les décisions quant à l'utilisation de telles réserves seront prises par le(s) associé(s). Les réserves peuvent, mais ne doivent pas nécessairement, être allouées à l'apporteur.

5.2 - Modification du Capital Social

Le capital social peut être modifié à tout moment par une décision de l'associé unique ou par une décision de l'assemblée générale des associés conformément à l'Article 7 des présents Statuts et dans les limites prévues à l'Article 199 de la Loi.

5.3 - Indivisibilité des Parts Sociales

Envers la Société, les parts sociales de la Société sont indivisibles, de sorte qu'un seul propriétaire est admis par part sociale. Les copropriétaires, les usufruitiers et nu-propriétaires, créanciers et débiteurs de parts sociales gagées doivent désigner une seule personne qui les représente vis-à-vis de la Société.

5.4 - Transfert de Parts Sociales

5.4.1 Dans l'hypothèse d'un associé unique, les parts sociales de la Société détenues par cet associé unique sont librement transmissibles.

5.4.2 Dans l'hypothèse où il y a plusieurs associés, les parts sociales détenues par chacun des associés ne sont transmissibles que sous réserve du respect des dispositions prévues aux Articles 189 et 190 de la Loi.

5.4.3 Les parts sociales ne peuvent être transmises entre vifs à des tiers non-associés si des associés représentant au moins les trois quarts du capital social n'y ont consenti.

5.4.4 Les transferts de parts sociales doivent être documentés par un acte notarié ou un acte sous seing privé. Les transferts ne seront opposables à la Société ou aux tiers qu'à compter du moment de leur notification à la Société ou de leur acceptation par celle-ci en conformité avec les dispositions de l'Article 1690 du Code Civil.

5.5 – Rachat de Parts Sociales

La Société peut racheter ses parts sociales pourvu que des réserves suffisantes soient disponibles à cet effet. Pour lever toute ambigüité, les parts sociales rachetées ne seront pas prises en compte pour la détermination du quorum et de la majorité.

5.6 - Registre des Parts Sociales

Toutes les parts sociales ainsi que leurs transferts sont consignées dans le registre des associés conformément à l'Article 185 de la Loi.

ARTICLE 6 - GESTION

6.1 - Nomination et Révocation

6.1.1 La Société est gérée par un ou plusieurs gérants. Si plusieurs gérants ont été nommés, ils constitueront un conseil de gérance. Le(s) gérant(s) n'est/ne doivent pas nécessairement être associé(s).

6.1.2 Le(s) gérant(s) est/sont nommé(s) par décision des associés.

6.1.3 Un gérant pourra être révoqué *ad nutum* avec ou sans motif et remplacé à tout moment sur décision adoptée par les associés.

6.1.4 Le gérant unique et chacun des membres du conseil de gérance peuvent être rémunérés pour ses/leurs service(s) en tant que gérant(s) ou remboursés de leurs dépenses raisonnables sur décision des associés.

6.2 - Pouvoirs

6.2.1 Tous les pouvoirs non expressément réservés par la Loi ou les présents Statuts à l'assemblée générale des associés relèvent de la compétence du gérant unique ou en cas de pluralité de gérants de la compétence du conseil de gérance.

6.2.2 Le gérant unique ou en cas de pluralité de gérants, le conseil de gérance pourra sous-déléguer sa compétence pour des opérations spécifiques à un ou plusieurs mandataires ad hoc.

6.2.3 Le gérant unique ou en cas de pluralité de gérants, le conseil de gérance déterminera les responsabilités du mandataire et sa rémunération (s'il y en a), la durée de la période de représentation et toutes les autres conditions pertinentes de ce mandat.

6.3 - Représentation et Pouvoir de Signature

6.3.1 Dans les rapports avec les tiers et avec la justice, le gérant unique, et en cas de pluralité de gérants, le conseil de gérance aura tous pouvoirs pour agir au nom de la Société en toutes

circonstances et pour effectuer et approuver tous actes et opérations en conformité avec l'objet social de la Société.

6.3.2 La Société sera engagée par la seule signature du gérant unique et, en cas de pluralité de gérants, par les signatures conjointes de deux gérants ou par la signature de toute personne à qui un tel pouvoir aura été délégué par le conseil de gérance.

6.4 - Président, Vice-Président, Secrétaire, Réunions

6.4.1 Le conseil de gérance peut choisir parmi ses membres un président et un vice-président. Il peut aussi désigner un secrétaire, gérant ou non, qui sera chargé de la tenue des procès-verbaux des réunions du conseil de gérance et des associés et qui sera soumis aux mêmes règles de confidentialité que celles applicables aux gérants.

6.4.2 Les réunions du conseil de gérance peuvent être convoquées par tout membre du conseil de gérance. La convocation, contenant l'ordre du jour et le lieu de la réunion, doit être envoyée par lettre (envoyée par courrier express ou courrier spécial), télégramme, télex, télécopie ou e-mail au moins trois (3) jours avant la date fixée pour la réunion, sauf en cas d'urgence, auquel cas la nature de ces circonstances sera mentionnée dans la convocation et dans ce cas, un préavis d'au moins 24 heures avant l'heure prévue pour la réunion sera suffisant. Il peut être renoncé à toute convocation par le consentement de chaque gérant exprimé lors de la réunion ou par écrit ou par télégramme, télex, télécopie ou e-mail. Une convocation séparée ne sera pas requise pour les réunions individuelles tenues aux heures et lieux prévus dans un calendrier préalablement adopté par décision du conseil de gérance. Tous les efforts raisonnables seront effectués de sorte que, préalablement à toute réunion du conseil, une copie des documents et / ou supports à discuter ou adopter par le conseil lors de cette réunion soit fournie à chaque gérant.

6.4.3 Le conseil de gérance ne peut délibérer et agir valablement que si au moins la majorité des gérants est présente ou représentée à la réunion du conseil de gérance. Les résolutions sont adoptées à la majorité des voix exprimées des gérants présents ou représentés à cette réunion.

6.4.4 Les décisions du conseil de gérance seront consignés dans des procès-verbaux, à signer par le président ou par chaque membre du conseil de gérance de la Société présent à la réunion.

6.4.5 Des résolutions écrites, approuvées et signées par tous les gérants, produira effet au même titre qu'une résolution prise lors d'une réunion du conseil de gérance. Cette approbation peut résulter d'un seul ou de plusieurs documents distincts.

6.4.6 Les copies ou extraits de ces procès-verbaux et résolutions qui pourraient être produits en justice ou autre seront signés par le président et tout membre du conseil de gérance de la Société.

6.4.7 Un gérant peut nommer un autre gérant (mais pas toute autre personne) pour agir comme son représentant à une réunion du conseil pour assister, délibérer, voter et exercer toutes ses fonctions en son nom à cette réunion du conseil. Un gérant peut agir en tant que représentant de plusieurs gérants à une réunion du conseil.

6.4.8 Tout gérant peut participer aux réunions du conseil de gérance par conférence téléphonique ou vidéoconférence ou par tout autre moyen similaire de communication permettant à tous les gérants participant à la réunion de s'entendre mutuellement. La participation à une réunion par de tels moyens équivaut à une participation en personne à cette réunion.

6.5 - Responsabilité des Gérants

Aucun gérant ne contracte en raison de sa fonction, aucune obligation personnelle relativement aux engagements valablement entrepris par lui au nom de la Société.

ARTICLE 7 – DECISIONS DES ASSOCIES

7.1 Pour autant que toutes les parts sociales sont détenues par un seul associé, la Société est une société unipersonnelle au sens de l'Article 179 (2) de la Loi et les Articles 200-1 et 200-2 de la Loi, entre autres, s'appliqueront. L'associé unique exerce tous les pouvoirs conférés à l'assemblée générale des associés.

7.2 En cas de pluralité d'associés, chaque associé peut prendre part aux décisions collectives, quel que soit le nombre de parts sociales qu'il détient. Chaque associé a autant de voix qu'il possède de parts sociales.

7.3 Les décisions collectives ne sont valablement prises que pour autant que les associés détenant plus de la moitié du capital social les adoptent, étant entendu que si cette majorité n'est pas atteinte, les associés peuvent être convoqués à nouveau ou consultés à nouveau par écrit par lettre recommandée, et les décisions seront valablement prises par la majorité des voix exprimés, indépendamment de la quotité du capital social représenté.

7.4 Toutefois, les résolutions modifiant les Statuts, sauf le cas de changement de nationalité qui requiert un vote unanime, ne peuvent être adoptées que par une majorité en nombre d'associés détenant au moins les trois quarts du capital social de la Société, sous réserve des dispositions de la Loi.

7.5 Une assemblée des associés peut valablement délibérer et prendre des décisions sans se conformer à tout ou partie des exigences et formalités de convocation si tous les associés ont renoncé aux exigences et formalités de convocation soit par écrit, soit à l'assemblée des associés en question, en personne ou par un représentant autorisé.

7.6 Un associé peut se faire représenter à une assemblée des associés en désignant par écrit (par fax ou par e-mail ou tout autre moyen similaire) un mandataire qui n'est pas nécessairement un associé.

7.7 La tenue d'assemblées générales des associés n'est pas obligatoire tant que le nombre des associés n'est pas supérieur à vingt-cinq (25). Dans ce cas, chaque associé recevra le texte précis des résolutions ou décisions à prendre expressément formulées et émettra son vote par écrit.

7.8 Les conditions de majorité applicables à l'adoption de décisions par l'assemblée des associés s'appliquent *mutatis mutandis* à l'adoption de décisions écrites des associés. Les décisions écrites des associés sont valablement prises dès réception par la Société des exemplaires originaux (ou des copies envoyées par télécopie ou en tant que pièces jointes de courrier électronique) des votes des associés représentant la majorité requise pour l'adoption des décisions en question, indépendamment du fait que tous les associés aient voté ou non.

ARTICLE 8 - ASSEMBLEE GENERALE ANNUELLE DES ASSOCIES

8.1 Au moins une réunion des associés devra être tenue chaque année. Si le nombre des associés est supérieur à vingt-cinq, cette assemblée générale annuelle des associés doit être tenue, conformément à l'Article 196 de la Loi, au siège social de la Société ou à tout autre endroit à Luxembourg tel que précisé dans l'avis de convocation de l'assemblée, le premier lundi du mois de juin, à 11 h 00.

8.2 Dans le cas où ce jour n'est pas un jour ouvrable à Luxembourg, l'assemblée générale annuelle se tiendra le jour ouvrable précédant. L'assemblée générale annuelle pourra se tenir à l'étranger, si de l'avis discrétionnaire et définitif du gérant unique ou en cas de pluralité de gérants, du conseil de gérance, des circonstances exceptionnelles le requièrent.

ARTICLE 9 - AUDIT

9.1 Si le nombre des associés est supérieur à vingt-cinq, les opérations de la Société devront être supervisées par un ou plusieurs commissaires aux comptes conformément à l'Article 200 de la Loi, qui ne sont pas nécessairement associés. S'il y a plus d'un commissaire aux comptes, les commissaires aux comptes agiront en collège et formeront le conseil des commissaires aux comptes.

9.2 Sans tenir compte de ce qui précède, la Société sera surveillée par un ou plusieurs réviseur(s) d'entreprises agréé(s) lorsqu'il existe une obligation légale à cet effet ou si la Société est autorisée par la loi à opter pour, et choisit d'opter pour, la nomination d'un réviseur(s) d'entreprises agréé(s) au lieu d'un commissaire aux comptes.

ARTICLE 10 - EXERCICE SOCIAL - COMPTES ANNUELS

10.1 - Exercice Social

L'exercice social de la Société commence le 1er janvier et se termine le 31 décembre de chaque année.

10.2 - Comptes Annuels

10.2.1 Chaque année, le gérant unique, ou en cas de pluralité de gérants, le conseil de gérance dresse un inventaire, un bilan et un compte de profits et pertes conformément aux dispositions de l'Article 197 de la Loi.

10.2.2 Chaque associé pourra personnellement ou par l'intermédiaire d'un mandataire désigné, examiner, au siège social de la Société, l'inventaire, le bilan, le compte de profits et pertes et, le cas échéant, le rapport du/des commissaire(s) aux compte(s) conformément à l'Article 200 de la Loi. Lorsque le nombre des associés excède vingt-cinq, cet examen ne sera autorisé que quinze jours avant la réunion.

ARTICLE 11 - DISTRIBUTION DES PROFITS

11.1 Un montant égal à cinq pour cent (5%) du bénéfice net de la Société devra être alloué à une réserve légale jusqu'à ce que cette réserve atteigne dix pour cent (10%) du capital social de la Société.

11.2 Le solde des bénéfices nets peut être distribué à l'/aux associé(s) proportionnellement à leur participation dans la Société.

11.3 Sauf disposition contraire prévue dans les présents Statuts, chaque part sociale donne droit à une part des actifs et bénéfices de la Société en proportion avec le nombre des parts sociales existantes.

11.4 Le gérant unique ou le conseil de gérance, le cas échéant peut/peuvent décider de payer des acomptes sur dividendes aux associés avant la fin de l'exercice sur la base d'un état des comptes montrant que des fonds suffisants sont disponibles pour la distribution, étant entendu que (i) le montant à distribuer ne peut excéder, le cas échéant, les bénéfices réalisés depuis la fin du dernier exercice, augmenté des bénéfices reportés et des réserves distribuables, mais diminué des pertes reportées et des sommes à allouer à une réserve devant être établie conformément à la Loi ou les présents Statuts et que (ii) de telles sommes distribuées qui ne correspondent pas à des bénéfices réellement réalisés peuvent être récupérées de(s) associés (s) concerné(s).

ARTICLE 12 - DISSOLUTION - LIQUIDATION

12.1 La Société ne sera pas dissoute par suite du décès, de la suspension des droits civils, de l'insolvabilité ou de la faillite de l'associé unique ou d'un des associés.

12.2 Sauf dans le cas d'une dissolution par décision judiciaire, la dissolution de la Société ne peut se faire que sur décision adoptée par l'assemblée générale des associés dans les conditions exigées pour la modification des Statuts.

12.3 Au moment de la dissolution de la Société, la liquidation sera effectuée par un ou plusieurs liquidateurs, associés ou non, nommés par les associés qui détermineront leurs pouvoirs et rémunération.

ARTICLE 13 - REFERENCE A LA LOI

Pour tous les points non expressément prévus aux présents Statuts, il est fait référence aux dispositions de la Loi.

L'ordre du jour étant épuisé, la réunion est terminée.

FRAIS

Les dépenses, frais, rémunérations et charges, de quelque nature qu'ils soient, incombant à la Société à raison du présent acte, sont estimés à mille huit cents euros (EUR 1.800,-).

Le notaire instrumentant, qui affirme maîtriser la langue anglaise, déclare qu'à la demande de la partie comparante, le présent acte est libellé en anglais, suivi d'une traduction française, et qu'en cas de divergence entre le texte anglais et le texte français, le **texte anglais** fera foi.

DONT ACTE notarié, dressé et passé à Luxembourg, date qu'en tête des présentes.

Lecture faite à la personne comparante, celle-ci a signé l'original du présent acte avec le notaire

(signé) Duchêne, André, Delcour, Kesseler

Enregistré à Esch/Alzette Actes Civils, le 27 mars 2013

Relation : EAC/2013/4205

Reçu soixante-quinze euros

75,00€

Le Receveur, (signé) ff, M. Halsdorf

POUR EXPEDITION CONFORME

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

At the time of service, I was over 18 years of age and not a party to this action. I am employed in the County of Los Angeles, State of California. My business address is 10100 Santa Monica Blvd., Suite 1725, Los Angeles, CA 90067.

On June 21, 2023, I served true copies of the following document(s) described as

SECOND AMENDED COMPLAINT FOR:

(1) BREACH OF IMPLIED-IN-FACT CONTRACT;
(2) BREACH OF QUASI-CONTRACT, PLEADED IN THE ALTERNATIVE;
(3) & (4) BREACH OF IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING;
(5) ABUSE OF RIGHTS UNDER ARTICLE 6-1 OF THE LUXEMBOURG CIVIL CODE;
(6) TORTIOUS INTERFERENCE WITH CONTRACTUAL RELATIONS, PLEADED IN THE ALTERNATIVE;
(7) TORTIOUS INTERFERENCE WITH CONTRACTUAL RELATIONS;
(8) TORTIOUS INTERFERENCE WITH PROSPECTIVE BUSINESS RELATIONS; and
(9) CONSTRUCTIVE TRUST on the interested parties in this action as follows:

SEE ATTACHED SERVICE LIST

BY E-MAIL OR ELECTRONIC TRANSMISSION: I caused the document(s) to be sent to each interested party at the email addresses listed above or on the attached service list.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on June 21, 2023, at Los Angeles, California.

/s/ Carla K. Rossi
Carla K. Rossi

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