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FILED
Superior Court of California
County of Los Angeles

08/09/2023

David W. Slayton, Executive Officer / Clerk of Court

By: A. Cisneros Deputy

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

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

19 Plaintiffs,

20 vs.

21 ANGELINA JOLIE, an individual, and
NOUVEL, LLC, a California limited
22 liability company, YURI SHEFLER, an
23 individual, ALEXEY OLIYNIK, an
individual, SPI GROUP HOLDING
24 LIMITED, a Cyprus private limited
company, and TENUTE DEL MONDO
25 B.V., a Netherlands private limited
company,

26 Defendants.
27
28

Case No. 22STCV06081

**DEFENDANT AND CROSS-
COMPLAINANT NOUVEL, LLC'S
FIRST AMENDED CROSS-
COMPLAINT FOR:**

1. **TORTIOUS INTERFERENCE
WITH CONTRACTUAL
RELATIONS;**
2. **TORTIOUS INTERFERENCE
WITH PROSPECTIVE
ECONOMIC ADVANTAGE;**
3. **TORTIOUS INTERFERENCE
WITH PROSPECTIVE
ECONOMIC ADVANTAGE;**

1 NOUVEL, LLC, a California limited
2 liability company,
3 Cross-Complainant,
4 vs.
5 WILLIAM B. PITT, an individual,
6 MONDO BONGO, LLC, a California
7 limited liability company, MARC-
8 OLIVIER PERRIN, an individual, SAS
9 MIRAVAL PROVENCE, a French limited
10 liability company, SAS FAMILLES
11 PERRIN, a French limited liability
12 company, ROLAND VENTURINI, an
13 individual, GARY BRADBURY, an
14 individual, WARREN GRANT, an
15 individual, SAS PETRICHOR, a French
16 limited liability company; VINS ET
17 DOMAINES PERRIN SC, a French
18 company; SAS MIRAVAL STUDIOS, a
19 French limited liability company; SASU
20 LE DOMAINE, a French limited liability
21 company; SAS DISTILLERIES DE LA
22 RIVIERA, a French limited liability
23 company, and ROES 1-10.

24 Cross-Defendants.

4. **TORTIOUS INTERFERENCE WITH PROSPECTIVE ECONOMIC ADVANTAGE;**
5. **TORTIOUS INTERFERENCE WITH PROSPECTIVE ECONOMIC ADVANTAGE;**
6. **BREACH OF THE DUTY OF GOOD FAITH;**
7. **TRESPASS TO CHATTELS;**
8. **ABUSE OF RIGHT;**
9. **IN THE ALTERNATIVE, AIDING AND ABETTING TORTIOUS INTERFERENCE WITH CONTRACTUAL RELATIONS;**
10. **IN THE ALTERNATIVE, AIDING AND ABETTING TORTIOUS INTERFERENCE WITH PROSPECTIVE ECONOMIC ADVANTAGE; AND**
11. **CIVIL CONSPIRACY TO TORTIOUSLY INTERFERE WITH PROSPECTIVE ECONOMIC ADVANTAGE**

DEMAND FOR JURY TRIAL

Judge: Hon. Lia Martin
Dept.: 16

Action Filed: February 17, 2022
Trial Date: None set.

1 NOUVEL, LLC, a California limited liability company, by and through its attorneys, upon
2 knowledge as to itself and its own acts, and upon information and belief as to all other matters,
3 alleges against Plaintiffs and Cross-Defendants WILLIAM B. PITT, an individual; and MONDO
4 BONGO, LLC, a California limited liability company; and Cross-Defendants MARC-OLIVIER
5 PERRIN, an individual; SAS MIRAVAL PROVENCE, a French limited liability company; SAS
6 FAMILLES PERRIN, a French limited liability company; ROLAND VENTURINI, an individual;
7 GARY BRADBURY, an individual; WARREN GRANT, an individual; SAS PETRICHOR, a
8 French limited liability company; VINS ET DOMAINES PERRIN SC, a French company; SAS
9 MIRAVAL STUDIOS, a French limited liability company; SASU LE DOMAINE, a French
10 limited liability company; SAS DISTILLERIES DE LA RIVIERA, a French limited liability
11 company; and ROES 1-10 as follows:

12 **NATURE OF THE ACTION**

13 1. Ever since his former wife, Angelina Jolie, filed for divorce from him in 2016,
14 Brad Pitt has been engaged in a vindictive campaign to dominate and loot the wine business that
15 the couple had built and owned together. Pitt, through his investment company, Mondo Bongo,
16 holds a 50% interest in a French estate and winery named Chateau Miraval, a world-famous
17 producer of rosé wine. Nouvel, Jolie's former investment company, owns the other 50%. As a
18 co-equal owner, Pitt enjoys precisely the same rights and obligations as Nouvel—nothing more,
19 nothing less. But Pitt refuses to accept that simple reality. Instead, following a script that may
20 play in Hollywood but not in a court of law, Pitt and his co-conspirators have engaged in
21 increasingly outrageous actions to retain control over Chateau Miraval and harm Nouvel by
22 stripping Chateau Miraval of its assets. Worse yet, Pitt has caused Chateau Miraval's assets to be
23 transferred to other Cross-Defendants, which include Pitt's other business ventures and his friends.

24 2. Pitt masterminded a so-far-successful plan to seize *de facto* control of Chateau
25 Miraval, despite lacking a controlling ownership interest. He has frozen Nouvel out of Chateau
26 Miraval and treats it as his personal fiefdom. After hijacking Chateau Miraval and its highly
27 profitable wine business, Pitt wasted the company's assets, spending millions on vanity projects,
28 including more than \$1 million on swimming pool renovations, building and rebuilding a staircase

1 four times, and spending millions to restore a recording studio. He has attempted—in violation of
2 written contracts—to turn over half of the value of Chateau Miraval’s most valuable assets, the
3 Miraval trademarks, to his good friend and business partner Marc Perrin—for free. Pitt continues
4 to waste the company’s assets for the benefit of his other businesses—which include a recording
5 studio called Studio Miraval, a cosmetics line called Le Domaine, and a gin brand called The
6 Gardener—by funding them with Chateau Miraval’s money and/or allowing them to use Chateau
7 Miraval’s image, premises and assets for no or below-market compensation. These unlawful
8 actions have put millions of dollars in the pockets of Pitt, his businesses ventures and his friends.

9 3. Remarkably, Pitt’s misconduct escalated after Jolie sold Nouvel to Tenute del
10 Mondo, a member of the Stoli Group, a well-established and highly successful wine and spirits
11 business. Incensed that Jolie sold Nouvel to Stoli rather than him, Pitt has acted like a petulant
12 child, refusing to treat Nouvel as an equal partner in the business. He and his co-conspirators,
13 notably Perrin, categorically refuse to allow Nouvel and Tenute to participate in any aspect of
14 Chateau Miraval’s business—even though Pitt and Nouvel have the exact same ownership interest
15 in Chateau Miraval, and Perrin has none. Keeping Nouvel in the dark has allowed Pitt and his co-
16 conspirators to expand their efforts to steal Chateau Miraval’s assets, most outrageously by
17 secretly transferring majority ownership of Chateau Miraval’s wine-making subsidiary, Miraval
18 Provence, to Perrin.

19 4. In an effort to cover up his illegal self-dealing, Pitt has tried to take the offensive,
20 employing a classic “blame the victims” strategy. He maintains that Jolie, Nouvel, and Nouvel’s
21 current owners are responsible for a business dispute that *he* instigated and that he continues to
22 escalate. But at every turn, Pitt has been the aggressor: in addition to seizing control of Chateau
23 Miraval—and before Jolie had even sold Nouvel to Stoli—Pitt preemptively sued Nouvel in
24 Luxembourg to try to wrest control of the company from her—an effort that he doggedly
25 continues to this day against Tenute and the Stoli Group. In this, as in his other actions, Pitt
26 simply ignores the words written in contracts he freely executed years ago and under which he
27 previously benefitted. While publicly claiming that the Stoli Group is a “hostile actor” and
28 actively attempting to besmirch the reputation of its owner, Yuri Shefler—a Russian exile who is a

1 long-time critic of Vladimir Putin—with a xenophobic, untrue smear campaign worthy of Putin
2 himself, Pitt and his co-conspirators, particularly Perrin, have quietly acted to solidify their control
3 over Chateau Miraval and have continued to use the business as their personal cashbox. Pitt has
4 the “hostile actor” role exactly backwards. Indeed, this very lawsuit—again based on Pitt’s
5 alternative reality in which Jolie allegedly gave him veto rights over a sale of Nouvel that appear
6 nowhere in their written agreements or communications—was initiated by Pitt, not Nouvel.

7 5. Lately, Pitt has shifted his public relations campaign, claiming that Shefler and the
8 Stoli Group are trying to evict him from his “family home” and eject him from the business that he
9 “built”. Talk about fantasy. This is a fight about money and corporate control, not a fight over a
10 family home. Pitt seeks to exert total and absolute control over Chateau Miraval and its profitable
11 wine business, ignoring that, legally, he co-owns it with Tenute del Monde. The chateau is no
12 one’s “home”. Pitt is not a French citizen who keeps the chateau as his domicile. And the notion
13 that Chateau Miraval was the Pitt-Jolie family home died back in 2016 when Pitt terrorized his
14 wife and children in a drunken rage while en route from the chateau to Pitt’s true home—
15 Hollywood.

16 6. Equally ludicrous is the idea that the Stoli Group is trying to take away a business
17 that Pitt “built”. Pitt is an actor, not a winemaker. He deals in illusions, not dirt and grapes.
18 During the years that he allegedly “built” the business, he filmed and appeared in dozens of
19 movies, not to mention making countless promotional appearances, jetting-setting around the
20 world for movie premieres, and attending Hollywood parties. While he no doubt visited the
21 vineyards to admire the work of the French laborers who actually made the business successful,
22 Pitt is no vigneron.

23 7. Pitt’s distortion of his work in the fields is similar to the grandiosity with which he
24 describes the work of Perrin and Familles Perrin. While no one would question the *bona fides* of
25 the Perrins’ wine-making skills, their motivations here are entirely selfish. The Perrins were
26 already generously compensated for making and managing sales of Chateau Miraval’s products,
27 through contracts that paid them handsomely and through their 50% ownership of Miraval
28 Provence, which they obtained without any cash investment whatsoever. Apparently that’s not

1 enough for them. Despite what the contracts say, Perrin thinks he is entitled to more—far more.

2 8. But that is not how things work—when you have a contract, you have to abide by
3 it. And based on documents recently made public, it turns out that for years the Perrins have been
4 charging Miraval Provence and Chateau Miraval far more than industry standard rates for their
5 services. In other words, not only do the Perrins want more than they own, they already have been
6 taking advantage of Chateau Miraval for many years. Pitt may not know (or care) what he should
7 be paying Perrin, but Stoli does. And that provides yet another motivation for Pitt’s and Perrin’s
8 obfuscation and obstruction: they understand that if Stoli is allowed to participate in the business
9 and access its books and records, then their cozy little arrangement—which benefits Pitt and
10 Perrin, but not Stoli—will be exposed for what it is, a blatant money grab.

11 9. Nouvel files this Cross-Complaint to seek redress for the illegal and malicious
12 actions of Pitt and his co-conspirators. Those actions are designed to injure Nouvel by devaluing
13 its investments and depriving Nouvel of its proper co-equal role in the management of Chateau
14 Miraval. This amended cross-complaint lays bare the true nature of Pitt’s egregious misconduct.
15 To be clear, it is Pitt and his cronies—and not Jolie, Nouvel, Tenute, Shefler or the Stoli Group—
16 who have acted in a hostile, destructive, and illegal manner. But the Cross-Defendants have, to
17 Nouvel’s great harm.

18 **The Rise of Chateau Miraval**

19 10. In 2008, Brad Pitt and Angelina Jolie purchased Chateau Miraval, a 1300-acre
20 country estate in the south of France, through their respective investment holding companies,
21 Mondo Bongo and Nouvel. The property consists of a manor house, vineyards, and numerous
22 other buildings.

23 11. Pitt and Jolie set out to rejuvenate Chateau Miraval’s then-modest wine business,
24 jointly investing tens of millions of dollars on improvements to the property. In 2013, Chateau
25 Miraval entered into a winemaking business venture with Familles Perrin, a well-known French
26 winemaker, to make and market Chateau Miraval’s wine. That partnership, called Miraval
27 Provence, is led by Marc Perrin, the President of Familles Perrin, but was organized to be owned
28 50% by Chateau Miraval and 50% by Familles Perrin. By agreement between them as a couple

1 and later as wife and husband, Jolie continued her humanitarian work, took care of their children,
2 and was entrusted with pursuing the couple's extensive philanthropic work worldwide, including
3 for the Jolie-Pitt foundation, while oversight of the couple's investment in Chateau Miraval was
4 left in the hands of Pitt.

5 12. Supported by Pitt's and Jolie's celebrity and Perrin's winemaking expertise,
6 Chateau Miraval's wine business flourished, generating tens of millions of dollars in profits. In
7 2013, Chateau Miraval's rosé was named the "best rosé of the year" by *Wine Spectator* magazine.
8 As the esteem for Chateau Miraval's wines grew, so too did the value of the business. Its
9 trademarks, linked to leading celebrities Pitt and Jolie and to its award-winning rosé wine, became
10 its most valuable assets, worth hundreds of millions of dollars.

11 **Jolie Files for Divorce**

12 13. But all was not well. Pitt developed a publicly acknowledged alcohol abuse
13 problem. In 2016, after a serious and internationally publicized incident between Pitt, Jolie, and
14 the couple's children on a plane trip from France to California, Jolie filed for divorce.

15 **Pitt Retaliates By Seizing Control of Chateau Miraval**

16 14. In retaliation for the divorce and custody proceedings, Pitt embarked on a multi-
17 faceted, years-long campaign to seize control of Chateau Miraval and appropriate the company's
18 assets for his benefit and that of his own companies and friends. It did not matter to Pitt that his
19 rights as a 50% owner were co-equal to those of Jolie. Pitt credited himself for the wine's success
20 and viewed control of Chateau Miraval as his personal entitlement. Appointing himself the
21 rightful owner of Chateau Miraval, his twin objectives were to usurp the value of Jolie's company,
22 Nouvel, and to obtain sole control over Chateau Miraval and its profitable wine business.

23 15. To do so, Pitt conspired with his agents—Cross-Defendants Gary Bradbury,
24 Roland Venturini, and Warren Grant, each of whom owes his livelihood to Pitt—to take control of
25 Chateau Miraval's governance and conspired with his business partners, Cross-Defendants Marc
26 Perrin, Familles Perrin, and Miraval Provence, to take control of Chateau Miraval's wine business.

27 16. At first, Pitt simply continued to operate Chateau Miraval without consulting with
28 Jolie. But because much of Jolie's personal wealth and liquidity was tied up in Chateau Miraval

1 through Nouvel, Jolie and Nouvel logically sought to get more information about, and to play a
2 greater role in, Chateau Miraval's finances and operations.

3 17. Jolie's efforts were consistently rebuffed by Pitt, who treated Chateau Miraval as
4 his personal property. That was, and remains, incorrect. Chateau Miraval is legally owned by a
5 Luxembourg entity named Quimicum, in which Nouvel and Mondo Bongo each own an equal
6 50% interest. Yet, because Pitt has installed his own loyalists in management positions at Chateau
7 Miraval, he has improperly blocked Jolie and Nouvel from obtaining information about or
8 managing the company. The directors and managers of the business run all decisions by Pitt;
9 nothing happens with respect to the company without his direct involvement and approval.

10 **To Retain Control Over Chateau Miraval, Pitt Rebuffs All Efforts To Cooperate**

11 18. As part of the division of labor within their relationship and later their marriage,
12 Pitt had historically managed the couple's investment in Chateau Miraval and had full access to
13 the business records of the company, despite not holding a position as a director, officer or
14 employee. But, as an indirect owner, he has no greater legal right to the company's business
15 records or to manage the business than Jolie herself did. A few years after the divorce, however,
16 Pitt began refusing to grant Jolie or Nouvel equal access to Chateau Miraval's records or an equal
17 voice over management, effectively blocking Jolie and Nouvel from exercising equal oversight of
18 the company. Pitt's consistent position is that, despite the documents that definitively establish
19 that Mondo Bongo and Nouvel are *pari passu* with respect to Chateau Miraval, he alone, through
20 Mondo Bongo, is entitled to control the business. That fundamental misunderstanding lies at the
21 heart of this dispute.

22 19. Faced with this untenable situation, Jolie proposed to Pitt that each of them have
23 equal representation on Quimicum's board to reflect their equal ownership interests in Quimicum
24 and, indirectly, Chateau Miraval. Pitt rejected this reasonable proposal out of hand, and used his
25 50% interest to prevent the election of directors to Quimicum. Pitt pretends that he was amenable
26 to putting a neutral board in place, but his solution was to appoint his Hollywood business
27 manager, Warren Grant, to run the business. Pitt knew full well that Nouvel would reject this
28 "proposal". Pitt also understood that his refusal to cooperate would render Quimicum inactive

1 because under Luxembourg law it cannot act without any directors. That left Pitt and Chateau
2 Miraval without supervision because a directorless Quimicum could not oversee Chateau Miraval.

3 20. Pitt's control over Chateau Miraval was and is absolute. In 2021, when one of
4 Chateau Miraval's three directors resigned, the other two directors—Pitt's vassals Bradbury and
5 Venturini—appointed Grant, who has no wine business experience, as a Chateau Miraval director.
6 When that ploy failed because Grant's appointment expired after it could not be made permanent,
7 Pitt categorically refused to permit the appointment of a neutral director, knowing that under
8 French law the company's board could not act without three directors. And because Pitt had
9 engineered a deadlock at Quimicum, that company was powerless to rectify the situation.

10 21. Chateau Miraval's wine business generates tens of millions of dollars in profits.
11 But Pitt ensured that Jolie and Nouvel would never see a dime of that money. Instead, Pitt,
12 Bradbury, and Venturini improperly diverted millions in dividends paid to Chateau Miraval from
13 the Miraval Provence wine business to Pitt's personal projects that lacked any legitimate business
14 purpose, including spending over a million euros of the business' funds on a swimming pool,
15 nearly a million euros a year constantly rebuilding stone walls using stone masons from Croatia,
16 close to three million euros on "garment work", and more money to build and rebuild a staircase—
17 four times. Pitt also caused Chateau Miraval to expend funds, make loans or provide other in-kind
18 support to Pitt's other investments, including Studio Miraval, Le Domaine and The Gardner Gin,
19 each of which Pitt structured so that Nouvel has no direct ownership interest. The only reason he
20 could favor his own businesses is because of his unlawful conduct to exclude Nouvel.

21 **Pitt Misappropriates Chateau Miraval's Trademarks**

22 22. But there's far more. Pitt, Bradbury, Venturini, and Grant have conspired with
23 Familles Perrin and Marc Perrin to misappropriate the immense value of Chateau Miraval's
24 trademarks. Miraval Provence is contractually bound not to register Chateau Miraval's
25 trademarks as its own. But at Pitt's and the Perrin parties' direction, Miraval Provence has
26 improperly registered Chateau Miraval's trademarks all over the world, including in the United
27 States. Pitt and Perrin have offered inconsistent explanations for these registrations: Pitt's
28 representatives stated that these transfers were undertaken in connection with a possible business

1 deal with a luxury goods brand, but Perrin claims that the express purpose of these improper
2 registrations was to transfer 50% of the ownership of the marks to his company, Familles Perrin,
3 because he “deserved it”. Chateau Miraval received *no* compensation for these registrations, and
4 Chateau Miraval’s directors, Bradbury, Venturini, and Grant, who had a duty to protect the
5 trademarks, were willing participants in this scheme to strip Chateau Miraval of its assets.

6 23. These improper trademark registrations have devastating financial consequences
7 for Nouvel. Although Nouvel holds a 50% economic interest in Chateau Miraval, it holds only a
8 25% economic interest in Miraval Provence because Miraval Provence is equally co-owned by
9 Chateau Miraval and Familles Perrin. By permitting Miraval Provence to register the Chateau
10 Miraval trademarks, Pitt has sought to reduce the value of Chateau Miraval’s assets by hundreds
11 of millions of dollars, cut the value of Nouvel’s economic interest in the trademarks in *half*, and
12 deprive Nouvel of any proceeds that should have come to it from a legitimate sale of any marks.

13 **Jolie Exits the Business**

14 24. Jolie was already increasingly uncomfortable participating in an alcohol business.
15 In addition, given the events that led to her filing for divorce, neither she nor any of the children
16 felt able to return to the chateau. Combined with Pitt’s actions confirming that he had no intention
17 of sharing control of Chateau Miraval with her, Jolie decided to sell Nouvel.

18 25. Jolie was not obligated to sell Nouvel to Pitt. She nevertheless offered to sell her
19 interest to him and negotiated with him for months. Nearing a deal, Pitt’s hubris got the better of
20 him: he made an eleventh-hour demand for onerous and irrelevant conditions, including a
21 provision designed to prohibit Jolie from publicly speaking about the events that had led to the
22 breakdown of their marriage. Pitt knew that much of Jolie’s wealth and liquidity were tied up in
23 Nouvel and used that fact to try to force Jolie to agree to his unreasonable terms.

24 26. Luckily for Jolie, other companies were interested in acquiring Nouvel and its
25 interest in Chateau Miraval. In October 2021—after Pitt ignored Jolie’s final offer to sell her
26 interest in the winery on the same terms Pitt had proposed but without the hush clause—she sold
27 Nouvel to Tenute del Mondo, a subsidiary of Stoli Group, an international wine and spirits
28 company. Tenute was the proverbial white knight that solved everyone’s problems: it allowed

1 Jolie to liquidate her investment for the benefit of her family, freed Pitt and Jolie from having to
2 do business with their former spouses, and put in place a substantial industry player that, through
3 its capitalization, experience and networks, would increase the prestige, distribution and
4 profitability of Chateau Miraval, making Pitt a substantially richer man.

5 **Stoli Seeks To Collaborate with Pitt**

6 27. Stoli and Tenute immediately got to work trying to support Chateau Miraval's wine
7 business and forge a productive business relationship with Pitt and Perrin. Stoli has vast
8 experience in making and selling alcoholic beverages, including luxury vodkas, wines, whiskeys
9 and tequilas, and an extensive global distribution network. Stoli offered to put its experience and
10 its powerful distribution capabilities to work to take Chateau Miraval to the next level.

11 28. Perrin initially appeared receptive to Stoli's participation in Chateau Miraval's
12 wine business. But it soon became clear that Pitt would not agree to relinquish his absolute
13 control over Chateau Miraval and that Perrin, Bradbury, Venturini, and Grant, despite
14 understanding the advantages Stoli brought to the table, would do whatever Pitt told them to do.
15 Later, it became clear that Perrin himself was a troublemaker because he desires a greater
16 ownership interest in the Chateau Miraval wine business than he legally possesses.

17 **Pitt Turns His Fire on Stoli Group**

18 29. Unwilling to share control, Pitt refused to work with either Stoli or Nouvel as an
19 equal partner. Stoli was shocked: It made no sense for Pitt to reject an experienced alcohol
20 company with a worldwide distribution network. It became apparent that Pitt was not acting
21 rationally, a development that Stoli had not expected. Despite Pitt's obviously emotional
22 reaction—fueled at least in part by his animosity toward Jolie—Stoli and Nouvel made several
23 proposals to allow the parties to work together, including offering to resolve the shareholder
24 deadlock at Quimicum and to return normal governance to both Quimicum and Chateau Miraval.

25 30. Pitt rejected all of Stoli's overtures. He sent lawyers to business meetings who read
26 messages from scripts and refused to engage in any discussion about the business. He repeatedly
27 rejected proposals for co-equal governance of Quimicum, and sent representatives to tell Stoli's
28 executives that Pitt would not even talk to them unless Nouvel gave Pitt legal control over

1 Quimicum. Pitt pugnaciously refuses to cooperate with Stoli to this day, rejecting any overture by
2 the Stoli Group to be involved in the business.

3 31. In the meantime, Pitt and Perrin formed an alliance to allow each other to profit
4 financially by diverting Chateau Miraval's value towards themselves and away from Quimicum
5 and Nouvel. With the help of Pitt's lackeys, Bradbury, Venturini and Grant, they used Chateau
6 Miraval's brand name to benefit their own businesses in which Nouvel has no interest. And in a
7 shocking development that came to light only in June 2023, they caused Chateau Miraval to
8 transfer three of its shares in Miraval Provence to Familles Perrin, thereby making Familles Perrin
9 the controlling shareholder in the joint venture—all without ever consulting Quimicum or Nouvel.

10 32. Also, in 2023, Pitt also orchestrated a fraudulent election of Bradbury, Venturini
11 and two others as Chateau Miraval's directors to tighten his grip on the company.

12 33. Pitt is desperate to shift attention from his own bad behavior, including the well-
13 publicized, alcohol-fueled confrontation with Jolie and his children on a private plane flight that
14 precipitated the end of his marriage. His principal vehicle to do so has been to make assertions
15 against Stoli that are both false and inflammatory.

16 34. One of Pitt's lies is his suggestion that Stoli Group's owner, Shefler, is an ally of
17 Vladimir Putin. In reality, ever since Shefler rebuilt Stoli from the ashes of its Soviet predecessor
18 into a profitable business, he has been in open conflict with Putin and Russia. Stoli has been
19 locked in litigation with the Putin regime for decades over control of the Stolichnaya vodka
20 trademarks. Shefler and Stoli have repeatedly and publicly denounced the Putin regime and its
21 reprehensible invasion of Ukraine. Putin's people once even tried to kidnap Shefler. For Pitt to
22 suggest that Shefler—who has been fighting Putin for decades—is in fact a Putin *ally* is truly
23 outrageous. In reality, Shefler is a highly regarded figure in the industry who is known for his
24 firm opposition to the Putin regime. Shefler and Stoli (and its affiliates) have over the years been
25 welcomed with open arms by some of the top names in the wine world such as the Italian wine
26 royalty Frescobaldi Family and Michael Mondavi, and some of the top companies in the drinks
27 world such as PepsiCo, Pernod Ricard, Allied Domecq, and Diageo.

28 35. Pitt is gaslighting, claiming that he is the victim in order to cover up the harm he

1 intentionally caused to his ex-wife and to Nouvel (excluding them from the business and holding
2 the most significant part of her net worth hostage) and the business (asset stripping and foolish
3 spending). But Pitt should look in the mirror because it is he, and not the Stoli Group, who carries
4 baggage, some of it recent front-page news, that is detrimental to Chateau Miraval's business.

5 Who really has to launder his reputation?

6 36. It is time for Pitt, Mondo Bongo, and their co-conspirators to be held to account for
7 their illegal conduct. Among other relief, Nouvel seeks at least \$350 million in damages to
8 compensate it for Cross-Defendants' unlawful and oppressive conduct.

9 **THE PARTIES AND OTHER RELEVANT ENTITIES**

10 37. SA Chateau Miraval ("Chateau Miraval") is a French company that owns a 1300-
11 acre wine-producing estate in the south of France that has its last registered office at F-83570
12 Correns, Domaine de Miraval, France.

13 38. Quimicum S.à r.l. ("Quimicum") is a limited liability company organized and
14 existing under the laws of Luxembourg that has its registered office at 17 boulevard F.W.
15 Raiffeisen, L-2411 Luxembourg (Cloche d'Or), Grand Duchy of Luxembourg. Quimicum owns
16 the shares of Chateau Miraval.

17 39. Defendant and Cross-Complainant Nouvel, LLC ("Nouvel") is a limited liability
18 company organized and existing under the laws of California that has its registered office at
19 500 Capitol Mall, Suite 1600, Sacramento, California 95814. Nouvel owns a 50% interest in
20 Quimicum. Angelina Jolie was the sole member of Nouvel until October 2021, at which time
21 Jolie transferred her 100% interest in Nouvel to Defendant Tenute Del Mondo B.V. ("Tenute").

22 40. Plaintiff and Cross-Defendant William B. Pitt is an individual residing in Los
23 Angeles, California.

24 41. Plaintiff and Cross-Defendant Mondo Bongo, LLC ("Mondo Bongo") is a limited
25 liability company organized and existing under the laws of California that has its registered office
26 at 9100 Wilshire Boulevard, STE 1000W, Beverly Hills, California 90212. Mondo Bongo owns a
27 50% interest in Quimicum. Pitt is the sole member of Mondo Bongo, holding 100% of its
28 membership interest, and is also its sole manager. In practice Mondo Bongo acts exclusively

1 through agents other than Pitt, including its Luxembourgish counsel. Nevertheless, Pitt controls
2 and directs Mondo Bongo. He uses Mondo Bongo as his agent, including to perform acts intended
3 to harm Nouvel as described herein.

4 42. Cross-Defendant Marc-Olivier Perrin (“Marc Perrin”) is an individual with a
5 business office at La Ferrière – Route de Jonquières 84100, Orange, France.

6 43. Cross-Defendant SAS Miraval Provence (“Miraval Provence”) is a limited liability
7 company organized and existing under the laws of France that has its registered office at La
8 Ferrière – Route de Jonquières 84100, Orange, France.

9 44. Cross-Defendant SAS Familles Perrin (“Familles Perrin”) is a limited liability
10 company organized and existing under the laws of France that has its registered office at La
11 Ferrière – Route de Jonquières 84100, Orange, France.

12 45. Cross-Defendant Roland Venturini is an individual residing at F-83570 Correns,
13 Domaine de Miraval, France. Venturini is a director of Chateau Miraval, resides at the estate, and
14 serves as its Chairman and CEO.

15 46. Cross-Defendant Gary Bradbury is an individual residing at South View, Roman
16 Road, Burcott, Hereford HR1 1JL, United Kingdom. Bradbury is a director of Chateau Miraval
17 and serves as one of its employees.

18 47. Cross-Defendant Warren Grant is an individual with a business address at 9100
19 Wilshire Boulevard, STE 1000W, Beverly Hills, California 90212. Grant acts as Pitt’s agent,
20 including with respect to the Chateau Miraval business.

21 48. Cross-Defendant SAS Petrichor (“Petrichor”) is a limited liability company
22 organized and existing under the laws of France that has its registered address at 2321 Route de
23 Jonquières 84100, Orange, France.

24 49. Cross-Defendants Vins et Domaines Perrin is a company organized and existing
25 under the laws of France that has its registered address at Route de Jonquières, Château du Grand
26 Prébois 84100, Orange, France.

27 50. Cross-Defendant SAS Miraval Studios (“Miraval Studios”) is a limited liability
28 company organized and existing under the laws of France that has its registered address at

1 Domaine de Miraval, 83570 Correns, France.

2 51. Cross-Defendant SASU Le Domaine is a limited liability company organized and
3 existing under the laws of France that has its registered address at 49 Crs Mirabeau 13100, Aix-en-
4 Provence, France.

5 52. Cross-Defendant SAS Distilleries de la Riviera is a limited liability company
6 organized and existing under the laws of France that has its registered address at 2321 Route de
7 Jonquières, 84100 Orange, France.

8 53. The names and capacities, whether individual, corporate, or otherwise, of Cross-
9 Defendants named herein as Roes 1 through 10, inclusive, are unknown to Cross-Complainant.
10 Cross-Complainant therefore sues said Cross-Defendants by fictitious names. Cross-
11 Complainants will amend this Cross-Complaint to substitute the true names and capacities of such
12 Roes when they have been ascertained.

13 **JURISDICTION AND VENUE**

14 54. This Court has personal jurisdiction over Pitt under California Code of Civil
15 Procedure § 410.10, because he conducted business in, is a resident of, and/or committed the acts
16 alleged herein in California.

17 55. This Court has personal jurisdiction over Mondo Bongo under California Code of
18 Civil Procedure § 410.10, because Mondo Bongo is a limited liability company organized and
19 existing under the laws of California with its principal place of business in California, and/or
20 because it committed the acts alleged herein in California.

21 56. This Court has personal jurisdiction over Perrin under California Code of Civil
22 Procedure § 410.10, because he committed the acts alleged herein in, or with effects in, California
23 by directing communications to California residents, Pitt and Mondo Bongo, including to discuss,
24 perpetrate and further the acts alleged herein with the intention to harm Nouvel, a California
25 resident. Perrin purposefully availed himself of the forum, and Plaintiff's causes of action arise
26 out of or relate to Perrin's forum-related contacts.

27 57. This Court has personal jurisdiction over Familles Perrin under California Code of
28 Civil Procedure § 410.10, because it committed the acts alleged herein in, or with effects in,

1 California by directing communications to California residents, Pitt and Mondo Bongo, including
2 to discuss, perpetrate and further the acts alleged herein with the intention to harm Nouvel, a
3 California resident. Familles Perrin also supplies wine products to the United States, including
4 California. Familles Perrin purposefully availed itself of the forum, and Plaintiff's causes of
5 action arise out of or relate to Familles Perrin's forum-related contacts.

6 58. This Court has personal jurisdiction over Miraval Provence under California Code
7 of Civil Procedure § 410.10, because it committed the acts alleged herein in, or with effects in,
8 California by directing communications to California residents, Pitt and Mondo Bongo, including
9 to discuss, perpetrate and further the acts alleged herein with the intention to harm Nouvel, a
10 California resident. Miraval Provence also supplies wine products to the United States, including
11 California. Miraval Provence purposefully availed itself of the forum, and Plaintiff's causes of
12 action arise out of or relate to Miraval Provence's forum-related contacts.

13 59. This Court has personal jurisdiction over Venturini under California Code of Civil
14 Procedure § 410.10, because he committed the acts alleged herein in, or with effects in, California
15 by directing communications to California residents, Pitt and Mondo Bongo, including to discuss,
16 perpetrate and further the acts alleged herein with the intention to harm Nouvel, a California
17 resident. Venturini purposefully availed himself of the forum, and Plaintiff's causes of action
18 arise out of or relate to Venturini's forum-related contacts.

19 60. This Court has personal jurisdiction over Bradbury under California Code of Civil
20 Procedure § 410.10, because he committed the acts alleged herein in, or with effects in, California
21 by directing communications to California residents, Pitt and Mondo Bongo, including to discuss,
22 perpetrate and further the acts alleged herein with the intention to harm Nouvel, a California
23 resident. Bradbury purposefully availed himself of the forum, and Plaintiff's causes of action arise
24 out of or relate to Bradbury's forum-related contacts.

25 61. This Court has personal jurisdiction over Grant under California Code of Civil
26 Procedure § 410.10, because he conducted business in, is a resident of, and/or committed the acts
27 alleged herein in California.

28 62. This Court has personal jurisdiction over Petrichor under California Code of Civil

1 Procedure § 410.10, because it committed the acts alleged herein in, or with effects in, California
2 by directing communications to California residents, Pitt and Mondo Bongo, including to discuss,
3 perpetrate and further the acts alleged herein with the intention to harm Nouvel, a California
4 resident. Petrichor purposefully availed itself of the forum, and Plaintiff's causes of action arise
5 out of or relate to Petrichor's forum-related contacts.

6 63. This Court has personal jurisdiction over Vins et Domaines Perrin under California
7 Code of Civil Procedure § 410.10, because it committed the acts alleged herein in, or with effects
8 in, California by directing communications to California residents, Pitt and Mondo Bongo,
9 including to discuss, perpetrate and further the acts alleged herein with the intention to harm
10 Nouvel, a California resident. Vins et Domaines Perrin purposefully availed itself of the forum,
11 and Plaintiff's causes of action arise out of or relate to Vins et Domaines Perrin's forum-related
12 contacts.

13 64. This Court has personal jurisdiction over Miraval Studios under California Code of
14 Civil Procedure § 410.10, because it committed the acts alleged herein in, or with effects in,
15 California by directing communications to California residents, Pitt and Mondo Bongo, including
16 to discuss, perpetrate and further the acts alleged herein with the intention to harm Nouvel, a
17 California resident. Miraval Studios purposefully availed itself of the forum, and Plaintiff's
18 causes of action arise out of or relate to Miraval Studios's forum-related contacts.

19 65. This Court has personal jurisdiction over Le Domaine under California Code of
20 Civil Procedure § 410.10, because it committed the acts alleged herein in, or with effects in,
21 California by directing communications to California residents, Pitt and Mondo Bongo, including
22 to discuss, perpetrate and further the acts alleged herein with the intention to harm Nouvel, a
23 California resident. Le Domaine purposefully availed itself of the forum, and Plaintiff's causes of
24 action arise out of or relate to Le Domaine's forum-related contacts.

25 66. This Court has personal jurisdiction over Distilleries de la Riviera under California
26 Code of Civil Procedure § 410.10, because it committed the acts alleged herein in, or with effects
27 in, California by directing communications to California residents, Pitt and Mondo Bongo,
28 including to discuss, perpetrate and further the acts alleged herein with the intention to harm

1 Nouvel, a California resident. Distilleries de la Riviera purposefully availed itself of the forum,
2 and Plaintiff's causes of action arise out of or relate to Distilleries de la Riviera's forum-related
3 contacts.

4 67. This Court has subject matter jurisdiction because Cross-Plaintiff asserts claims
5 under California law and the amount in controversy far exceeds this Court's jurisdictional
6 minimum of \$25,000.

7 68. Venue is proper under California Code of Civil Procedure § 395(a) because Pitt and
8 Mondo Bongo reside in the County of Los Angeles, California.

9 **FACTUAL BACKGROUND**

10 **I. Pitt and Jolie Purchase Chateau Miraval and Revitalize Its Wine Business**

11 69. In 2008, Pitt and Jolie decided to make a joint investment in a French wine-making
12 chateau as a business investment and to use as a family home. They identified a candidate:
13 Chateau Miraval, a 35-room chateau with 1300 acres of grounds and vineyards in the south of
14 France. After touring the property, the couple decided that it was a perfect choice.

15 70. They purchased the property through holding companies. Pitt's company, which he
16 wholly owns, is named Mondo Bongo, after the song "Mondo Bongo" that was part of the
17 soundtrack for the Pitt and Jolie movie *Mr. and Mrs. Smith*. Jolie's company, which she wholly
18 owned at the time, is named Nouvel.

19 71. The couple did not buy the estate directly. The property was owned by the
20 eponymous French company, Chateau Miraval, which was in turn wholly owned by the
21 Luxembourgish company Quimicum. Pitt and Jolie purchased all the shares of Quimicum for
22 €25 million, thereby also acquiring Chateau Miraval. Mondo Bongo purchased 60% of
23 Quimicum's shares, and Nouvel purchased 40% of Quimicum's shares, based on the funds then
24 available to Pitt and Jolie for investments.

25 72. The couple always intended that Pitt and Jolie would be equal owners. To
26 effectuate that agreement, in 2013, Pitt voluntarily caused Mondo Bongo pursuant to a valid and
27 binding contract between it and Nouvel to transfer 10% of the outstanding shares of Quimicum to
28 Nouvel. This transaction made Nouvel and Mondo Bongo equal 50-50 owners of Quimicum and

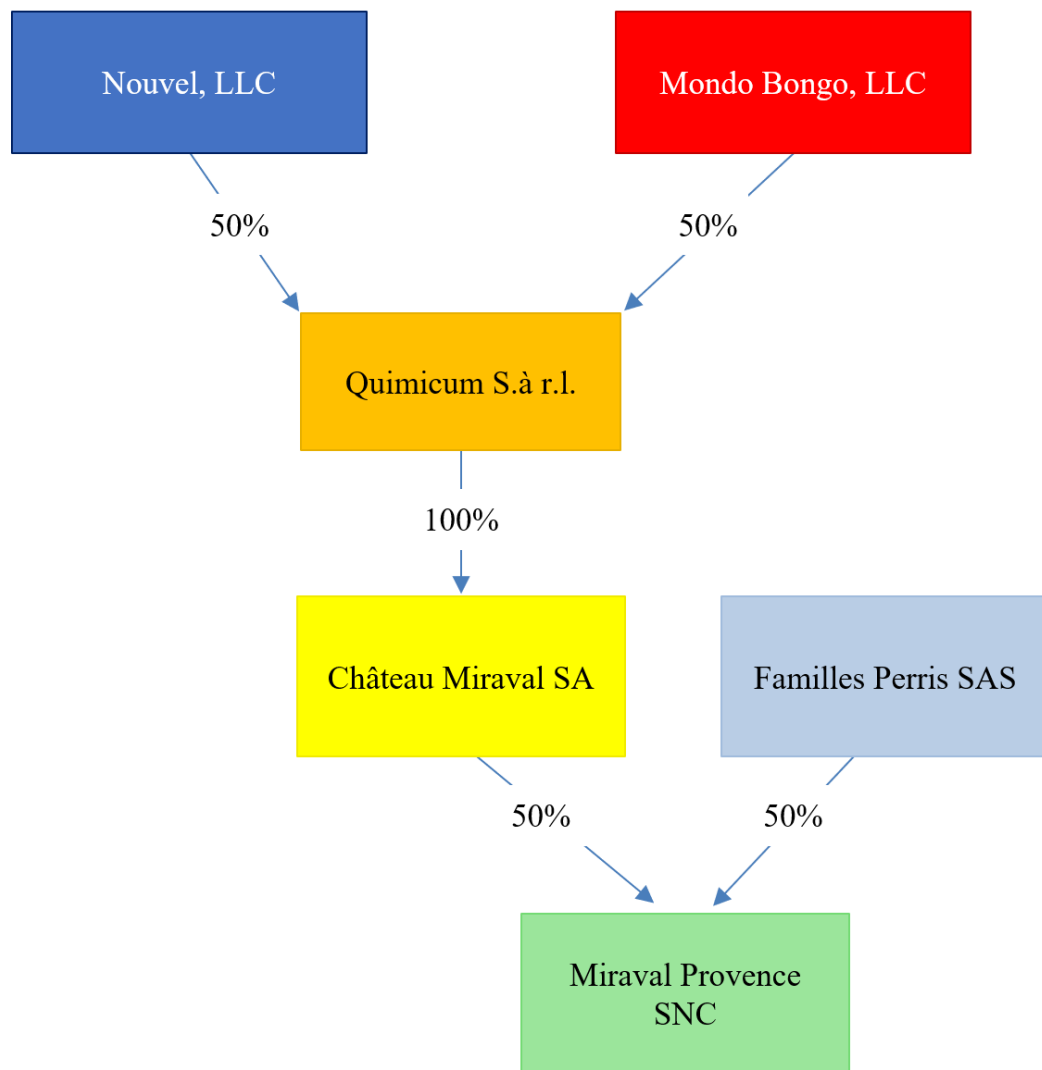
1 Pitt and Jolie equal indirect co-owners of Chateau Miraval. The transfer was perfectly legal and
2 proper, and the couple treated it as such for nearly eight years, until Pitt's Luxembourgish lawyers
3 dreamed up a bogus argument, discussed below, that the transaction was void.

4 73. When Jolie and Pitt purchased Chateau Miraval, its wine business was run by a
5 hobbyist and was not generating a profit. They quickly got to work investing in the business and
6 making improvements to the property. In 2009, Jolie caused Nouvel to loan €4 million to
7 Quimicum, which provided much-needed money to Chateau Miraval to fund improvements. Pitt
8 was aware of this loan and caused Mondo Bongo to enter into a similar arrangement.

9 74. To improve the quality of its winemaking, Chateau Miraval entered into a business
10 relationship with Familles Perrin in March 2013. Familles Perrin is owned and run by one of
11 France's most successful winemaking families, and is the maker of numerous well-known wines
12 including the famous Rhone wine, Chateau de Beaucastel. Chateau Miraval and Familles Perrin
13 created a new entity, Miraval Provence, as a joint venture to operate the estate's vineyards, and to
14 market and distribute the wine produced at Chateau Miraval. Chateau Miraval and Familles Perrin
15 each held a 50% stake in Miraval Provence upon incorporation. Marc Perrin was appointed, and
16 continues to serve, as the President of both Miraval Provence and Familles Perrin.

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1 75. The diagram below depicts the ownership structure of these entities:



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19 76. Under the Miraval Provence business agreement, Chateau Miraval cultivated the
20 estate’s vineyard, harvested its grapes, and produced wine, while Familles Perrin provided
21 winemaking technical assistance and aged, bottled, and sold the wine. Pitt and Jolie loaned their
22 Hollywood star-power to support the wine’s marketing efforts.

23 77. This arrangement called for constant communication between Perrin, in France, and
24 Pitt, in California. For example, Perrin sent Pitt an email brainstorming about their options for
25 Chateau Miraval’s new wine labels and bottles. As Perrin explained to Pitt, the joint venture “had
26 an opportunity to use a ‘very new’ type of bottle that was ‘not used in [P]rovence (where 90% are
27 Bordeaux shapes like the one currently used by [Chateau Miraval S.A.]’”. Pitt responded to
28

1 Perrin that he thought the idea was “fantastic”.

2 78. Although Pitt was happy to lend his talent for image-management and self-
3 promotion to the marketing side of the business, he is not, and has never been, a winemaker.
4 Contrary to the image he projects in the press, to no one’s surprise, Pitt does not spend his time
5 toiling in the vineyards. Instead, while he is off making blockbuster movies, Perrin and others
6 have assumed the day-to-day responsibility of actually making Miraval’s wine. Perrin continues
7 to be heavily involved in developing Chateau Miraval’s long-term business strategy and image,
8 and regularly communicates directly with Pitt in California regarding the same, including
9 concerning marketing strategy.

10 79. The business venture between Chateau Miraval and Familles Perrin was a success.
11 Wine Spectator magazine ranked the 2012 Chateau Miraval Rosé as the “best rosé in the world”.
12 The wine was also included in the magazine’s influential list of the 100 top wines, a distinction
13 that had not previously been awarded to a rosé. Reflecting the accolades the wine garnered,
14 Miraval Provence’s profits grew, from around €1 million in 2013 to around €15 million in 2022.

15 80. The value of Chateau Miraval’s brands and trademarks grew with the wine’s
16 success. These brands include “Miraval”, “Chateau Miraval”, “Miraval Côtes de Provence”, and
17 variations of these marks. Chateau Miraval’s trademarks are now among its most valuable assets,
18 estimated to be worth hundreds of millions of euros. Chateau Miraval has registered its valuable
19 trademarks in France, the United States, and other countries around the world.

20 81. In light of their immense value, Chateau Miraval took steps to protect its
21 trademarks from misuse or misappropriation by Perrin or Miraval Provence. Through an
22 agreement signed by Marc Perrin, Miraval Provence specifically acknowledged that trademarks
23 and trade names connected to Chateau Miraval’s products belong exclusively to Chateau Miraval.
24 Miraval Provence also committed not to register any of those trademarks or trade names or any
25 variation thereof that includes the term “Miraval” or any similar term. These provisions were
26 included to ensure that the value of the trademarks would remain with Chateau Miraval.

27 82. Amidst the initial success of their investment, Pitt and Jolie married at Chateau
28 Miraval on August 23, 2014, surrounded by a small group of friends and family.

1 83. As is the case with many families, the couple divided up responsibilities. Pitt was
2 entrusted with overseeing the couple’s investment in Chateau Miraval. Jolie assumed primary
3 responsibility for raising their six children and was entrusted with leading the couple’s
4 international philanthropic efforts, including in Cambodia, Ethiopia, and Namibia, through the
5 Jolie-Pitt Foundation, which she headed.

6 84. Pitt named two of his associates, Bradbury and Venturini, both of whom owe their
7 livelihoods to Pitt, as directors and officers of Chateau Miraval. Pitt first hired Bradbury as a
8 security guard at Chateau Miraval shortly after the 2008 acquisition, and appointed him Deputy
9 General Manager of Chateau Miraval in 2010. Pitt originally hired Venturini to manage Pitt’s
10 properties in the United States, and made him Chairman and CEO of Chateau Miraval in 2015.

11 85. Pitt’s Hollywood business manager, Grant, acted as Pitt’s main point of contact in
12 negotiations with Nouvel, and he corresponded with Chateau Miraval’s European counsel while
13 he was in California. Grant participated directly in discussions concerning Mondo Bongo’s
14 transfer of 10% of its shares in Quimicum to Nouvel throughout late 2013, and he was the person
15 who ultimately notified counsel in December 2013 that Pitt had approved the share transfer.

16 86. Grant continues to act as Pitt’s representative concerning Chateau Miraval business
17 matters, including in correspondence with Nouvel. For example, when Pitt decided to hire
18 Venturini to work at Chateau Miraval in 2015, Grant communicated to Nouvel that Pitt planned to
19 pay his salary. Grant has also been involved in both obtaining advice from and providing
20 direction to Pitt’s and Chateau Miraval’s counsel, auditors, and accountants. For example, on
21 August 18, 2016, Chateau Miraval’s accountant emailed Chateau Miraval’s cash flow report at the
22 end of July 2016 to Grant and others. Grant himself emailed the accountant on November 16,
23 2017, to inform him that “Brad has approved a salary of 2,000 Euros per month from Miraval to
24 Roland similar to what we did for Gary [to] qualify Roland for social/medical services in France”.
25 Grant also received correspondence in May 2019 concerning Chateau Miraval’s accounting firm.

26 **II. After Jolie Files for Divorce, Pitt Wrongfully Seizes Absolute Control of**
27 **Chateau Miraval and Moves To Financially Harm Nouvel and Jolie.**

28 87. Despite the success of their wine business, Pitt and Jolie’s personal relationship

1 was suffering. Over the years, Pitt developed an addiction to alcohol, which resulted in
2 increasingly destructive behavior towards Jolie and the rest of their family.

3 88. Things came to a head on a private plane trip from France to the United States on
4 September 14, 2016. As has been widely reported and documented in recently released FBI
5 records and confirmed by Jolie in these proceedings, during the flight, Pitt, who reportedly
6 consumed multiple alcoholic beverages, took Jolie to the bathroom. As they argued, Pitt grabbed
7 Jolie by the head, shaking her, and pushed her into the bathroom wall. Pitt also punched the
8 ceiling of the plane four times and told her, “You’re fucking up this family”. As noted in the FBI
9 investigative report, when their children asked, “Are you OK, Mommy?”, Pitt replied “No, she’s
10 not OK. She’s ruining this family. She’s crazy”. And when one of their children confronted Pitt,
11 Pitt lunged at the child. Jolie held Pitt back, but in the process suffered injuries to her back and
12 elbows. Over the remainder of the flight, Pitt continued to rant, and poured beer on Jolie and the
13 children as they tried to sleep. When the flight landed and Jolie told Pitt that she was taking the
14 kids to a hotel to rest, Pitt refused to let the family leave the plane for 20 minutes, yelled “You’re
15 not taking my fucking kids”, and pushed Jolie.

16 89. Five days later, Jolie filed for divorce.

17 **A. Pitt Blocks Jolie and Nouvel from Participation in Chateau Miraval**

18 90. In the aftermath of Jolie’s divorce filing, Pitt began excluding her from the joint
19 investment entirely. He stopped consulting with Jolie on any aspect of Chateau Miraval and
20 withheld important information about the business and its investment decisions from her. This
21 gave him absolute *de facto* control of the property, and he took full advantage of it.

22 91. As the divorce proceedings progressed, however, Jolie began to turn more of her
23 attention to the business aspects of Chateau Miraval, as she was no longer comfortable leaving the
24 management and supervision of her largest investment primarily in the hands of Pitt. Moreover,
25 Chateau Miraval had never distributed any of the business’ profits to its shareholders and was
26 expending large sums of money on projects that did not appear to have a legitimate business
27 purpose. Jolie began to insist on receiving information about Chateau Miraval’s finances and
28 began exercising a greater degree of supervision over its business.

1 92. When Pitt quashed these efforts, Jolie retained Christophe Salin as an advisor.
2 Salin had worked in the wine business for over 30 years, and was the former Chairman and CEO
3 of Domaines Barons de Rothschild (Lafite), a maker of world class wines including the Bordeaux
4 first-growth Lafite Rothschild. Jolie introduced Salin to Perrin and explained that she was
5 bringing him in to allow her to be more involved in and informed about the business of which she
6 was a 50% owner. On September 30, 2019, Nouvel requested a shareholder meeting to appoint
7 Salin to Quimicum’s board. But Mondo Bongo stonewalled, refusing to hold a meeting.
8 Ultimately, no vote took place on Nouvel’s proposal.

9 93. Despite repeated requests, Pitt also refused to provide Nouvel with equal access to
10 the company’s records. But Pitt had no right to block Nouvel from reviewing Chateau Miraval’s
11 records. He was in the same position as Jolie—both were indirect owners, through Mondo Bongo
12 and Nouvel, respectively, of half the company (Quimicum) that owned Chateau Miraval—and
13 therefore both had the same right to access the company’s books and records. But Pitt stubbornly
14 refused to provide Nouvel with the same level of access to information that he himself enjoys. In
15 what would become a consistent course of conduct, Pitt deprived Nouvel of information about
16 Chateau Miraval’s operations and finances to hide his waste and looting of the company’s assets.

17 94. As of September 2020, the board of Quimicum consisted of a single director who
18 had been supplied by Ocorian, a management, administrative, and fiduciary services agency.
19 Concerned about Pitt’s behavior with respect to Chateau Miraval, representatives of Nouvel spoke
20 to Quimicum’s director on September 2, 2020. What they learned was deeply troubling. For
21 years, Quimicum’s director had not taken any steps to exercise oversight over Chateau Miraval.

22 95. Getting nowhere with Pitt, Jolie and Nouvel challenged Mondo Bongo and Pitt’s *de*
23 *facto* control of Chateau Miraval, and exclusion of them from its management, at a Quimicum
24 general shareholders meeting held on September 8, 2020. Nouvel stated that it was “highly
25 concerned that Mondo Bongo LLC, does, without a mandate and without concertation [French for
26 consultation] with Nouvel LLC, de facto run the Company and its subsidiaries and ignores any
27 rights of its co-shareholder in this respect”. Nouvel noted that it was “opposed to the fact that no
28 profits are ever distributed” to shareholders despite the fact that Chateau Miraval should be highly

1 profitable. Nouvel requested that Quimicum analyze and submit proposals regarding distributing
2 profits or reimbursing existing shareholder loans.

3 96. Faced with the strife between its owners, Quimicum’s sole director, from Ocorian,
4 attempted to resign. In order to have a functioning board—one that would actually exercise
5 oversight over Chateau Miraval—Quimicum’s shareholders, Nouvel and Mondo Bongo, would
6 need to appoint new directors. Nouvel insisted that “equal representation of both shareholders
7 must be implemented both at the level of the Company and Château Miraval”. Nouvel again put
8 forward Salin as its candidate to serve as a Quimicum director and encouraged Mondo Bongo to
9 also put forward a candidate. But rather than engaging constructively with Nouvel on its proposal
10 for equal representation on Quimicum’s board, Pitt caused Mondo Bongo to block Salin’s
11 appointment and to refuse to put forward *any* candidate of its own. Instead, Pitt and Mondo
12 Bongo imposed a shareholder deadlock at Quimicum beginning at the September 8, 2020 meeting.
13 That deadlock continues to this day, with Pitt rejecting all efforts to appoint a balanced board.

14 97. Pitt did this for a reason. He, Grant, and his lawyers knew that Quimicum’s bylaws
15 provide that the company acts through its directors. Under Luxembourg law, Quimicum is unable
16 to act if it had no directors. So Pitt’s refusal to allow Mondo Bongo to work with Nouvel on the
17 election of new directors renders Quimicum unable to act. That, in turn, renders Nouvel unable to
18 supervise Chateau Miraval, cementing Pitt’s *de facto* control of the company. Pitt and Grant know
19 that as long as the deadlock at Quimicum exists, no one can place checks on Pitt’s actions at
20 Chateau Miraval. That suits Pitt, who is otherwise able to run Chateau Miraval at his whim.

21 98. Pitt did not devise the plan for the deadlock alone. In fact, Ocorian communicated
22 principally with Grant about all matters concerning Quimicum. Grant has acted as Pitt’s agent to
23 help render Quimicum unable to act and supervise Chateau Miraval, and has provided advice and
24 guidance to Pitt about beginning and continuing the deadlock at Quimicum. And Pitt’s business
25 partner and “brother” Perrin, who is intimately aware of the ownership, corporate structure and
26 operations of Nouvel, Quimicum and Chateau Miraval, fully understands that a deadlock at
27 Quimicum allows him and Pitt to exercise complete and unsupervised control over Chateau
28 Miraval and Miraval Provence.

1 99. On September 22, 2020, Nouvel again expressed concern to Quimicum’s director
2 about Pitt’s and Mondo Bongo’s behavior, observing that “although Quimicum is a 50/50 joint
3 venture between Nouvel LLC and Mondo Bongo LLC, corporate decisions generally are taken
4 based solely on the instructions of a single shareholder, Mondo Bongo LLC”. Nouvel complained
5 that it was not being given adequate information “with respect to the continued heavy investment
6 to renovate Chateau Miraval” and questioned whether “the continued investment of substantial
7 borrowed funds to renovate Chateau Miraval is in the best interest of [Quimicum] and its
8 shareholders”. In response to this inquiry, Quimicum refused to provide any explanation about the
9 decisions made at Chateau Miraval or take steps to supervise its subsidiary.

10 100. Recognizing that Nouvel now was taking steps to supervise Chateau Miraval more
11 actively—which threatened his absolute control of the business and risked exposing his waste of
12 corporate assets—Pitt concocted a new scheme to block Nouvel from gaining equal participation
13 in the activities of Chateau Miraval. In September 2021, and *before* Jolie sold Nouvel to Tenute
14 but clearly in anticipation of a sale, Pitt had Mondo Bongo sue Nouvel in Luxembourg to attempt
15 to void the 2013 transaction in which Mondo Bongo had transferred 10% of the shares of
16 Quimicum to Nouvel, making Pitt and Jolie equal co-owners. Pitt’s goal is clear: to take *de jure*
17 control over Quimicum to legitimize his usurpation of corporate authority, improper assumption of
18 control over Chateau Miraval, and looting of its assets by seeking to undo a valid transaction that
19 he willingly caused Mondo Bongo to execute eight years ago.

20 101. Pitt’s desperate Luxembourg gambit has no merit. Pitt and Mondo Bongo entered
21 into the 2013 share transfer freely. Indeed, Pitt was advised by highly competent counsel,
22 including the current managing partner of Hogan Lovells’s Paris office, when he caused Mondo
23 Bongo to enter into the arrangement. For eight years afterwards, Pitt willingly shared 50-50
24 control over Quimicum with Jolie and obtained significant tax advantages because of that
25 ownership structure. It was only after Jolie and Nouvel began exercising their rights as
26 shareholders of Quimicum, and, as discussed below, Pitt learned that Jolie would not sell Nouvel
27 to him, that Pitt and his lawyers searched for a way to undo the contract and the transfer. In a now
28 familiar theme, Pitt only adheres to his contracts when he deems it convenient for him to do so.

1 102. At the same time that Pitt was taking steps to render Quimicum powerless, he also
2 worked to ensure that Chateau Miraval’s board was fully stocked with his vassals—people who
3 would take direction from him and whom he could trust to execute his plans. The two existing
4 directors, Bradbury and Venturini, were already entirely beholden to Pitt—he hired both of them
5 to work at Chateau Miraval; they both depend on him for their continued employment; they both
6 have longstanding relationships with him, including as his subordinates at Chateau Miraval; and
7 they both lack independence from him. Venturini is even paid by Pitt directly. Pitt’s control over
8 these individuals further enabled his *de facto* control of the company.

9 103. In June 2021, Chateau Miraval’s third director resigned. Under French law, the
10 company’s board cannot take official action unless it has a minimum of three directors.
11 Accordingly, Pitt needed to fill the third seat with someone who could be trusted to do his bidding.

12 104. On August 23, 2021, a general meeting of the shareholders of Chateau Miraval was
13 held to fill the third board seat. Quimicum was prevented from attending this meeting or casting a
14 vote at it because Pitt and Mondo Bongo had cemented the shareholder deadlock at Quimicum that
15 left Quimicum without any directors and therefore legally unable to act.

16 105. But that did not stop Pitt. His men, Venturini and Bradbury, each held a single
17 share of Chateau Miraval (out of 10,500 total shares) that had been loaned to them from
18 Quimicum when they first took office as Chateau Miraval directors. They were required to each
19 hold a share in Chateau Miraval because the company’s bylaws require its directors to hold an
20 ownership interest in it. Because Quimicum holds all the shares of Chateau Miraval, the only way
21 for a director to obtain a share is for Quimicum to loan it to the director. Using their “ownership”
22 interest—of two of Chateau Miraval’s over *ten thousand* shares (or .02%)—Venturini and
23 Bradbury, acting at Pitt’s direction and without obtaining consent from Jolie, Nouvel, or
24 Quimicum, purported to elect yet another Pitt acolyte—Pitt’s Hollywood business manager,
25 Grant—to the Chateau Miraval board to fill the vacant seat.

26 106. Grant had no prior experience in the wine industry and no credentials that would
27 qualify him to serve as a director of a French wine business. He was appointed solely because,
28 like Venturini and Bradbury, he is absolutely beholden to Pitt. Grant earns a substantial portion of

1 his income from Pitt and his continued livelihood depends on doing what Pitt tells him to do.

2 107. Grant's appointment could not become permanent unless Grant also held a share in
3 Chateau Miraval. Accordingly, Venturini attempted, at Pitt's direction, to arrange for one of
4 Quimicum's shares in Chateau Miraval to be illegally transferred to Grant instead of returned to
5 Quimicum as required under the share loan contract. This scheme was stopped only when Nouvel
6 explained to Venturini and the others involved that the transfer would flagrantly violate French
7 law and open them up to civil liability. Grant was not given a share of Chateau Miraval, and as a
8 result, his appointment to the Chateau Miraval board expired on November 23, 2021. That left
9 Chateau Miraval once again without a functioning board, but that was fine with Pitt because it left
10 a power vacuum that Pitt continues to exploit to his own benefit to this day by exercising
11 complete, illegal control over the company.

12 108. Nouvel was powerless to stop Pitt from engineering this state of affairs. Prior to
13 Grant's "election", Nouvel had suggested resolving the deadlock at Quimicum so that Quimicum
14 could vote in the election. Pitt and Mondo Bongo refused to cooperate, and Pitt had the election
15 proceed over Nouvel's objections.

16 **B. Pitt Strips Chateau Miraval of Its Assets.**

17 109. At the same time as they were solidifying their grip over Chateau Miraval and
18 blocking Jolie from participating in the business, Pitt and his co-conspirators stepped up their
19 efforts to misappropriate the business's assets for their own personal benefit. As Pitt knew, Jolie
20 had committed a substantial amount of her net worth to Chateau Miraval, both through its
21 purchase and through loans made to Quimicum to fund Chateau Miraval. With the assistance of
22 his co-conspirators Bradbury, Venturini, Perrin, and Grant, Pitt set out to devalue Jolie's interest
23 in the company by removing assets from it, including Chateau Miraval's valuable trademarks.

24 110. Pitt's scheme was made possible by the absolute control he exercised over Chateau
25 Miraval. Pitt had already installed his associates, Bradbury and Venturini, as Chateau Miraval
26 directors. Both men, dependent upon Pitt for their employment, ran the business under Pitt's
27 direction. Pitt also had both a business and a personal relationship with Perrin, the President of
28 both Familles Perrin and of Miraval Provence; Pitt has referred to Perrin as his "brother". Pitt,

1 therefore, had effective control over Chateau Miraval before the divorce filing. After the divorce,
2 he was no longer notionally acting for the benefit of his family; he was freed to pursue his own
3 selfish and vindictive aims. Among the illegal acts the conspirators pursued are the following:

4 **i. Diversion of Corporate Profits to Pitt Vanity Projects**

5 111. With the complicity of Venturini, Bradbury and Grant, Pitt first ensured that
6 Nouvel would never see any of the profits from Chateau Miraval's incredibly successful wine
7 business. Pitt set out to divert those profits to a series of wasteful vanity projects.

8 112. Chateau Miraval owes tens of millions of dollars to both Nouvel and Mondo Bongo
9 through Quimicum as a result of loans that both Pitt and Jolie made (at least in part) to get the
10 enterprise on its feet. In addition to the €4 million from 2009, Nouvel loaned significantly more
11 money to Quimicum over the next several years to fund improvements to Chateau Miraval.
12 Nouvel's total contributions to Quimicum now stand at approximately \$40 million.

13 113. The wine business has been enormously profitable. As a result, Miraval
14 Provence's profits have risen from around €1 million in 2013 to around €15 million in 2022.
15 Because of this success, Miraval Provence has been able to pay substantial annual dividends to
16 Chateau Miraval. In total, between 2013 and 2022, Miraval Provence has paid about €45 million
17 in dividends to Chateau Miraval and an equal amount in dividends to Familles Perrin.

18 114. Despite the overwhelming success of the wine business, however, Chateau
19 Miraval's finances are not nearly as rosy. Chateau Miraval barely broke even in 2020, despite
20 receiving over €5 million in dividends from Miraval Provence. Not a penny of the tens of millions
21 of euros that Chateau Miraval has earned over the years has ever been used to repay its loans from
22 Quimicum or otherwise been distributed to Quimicum or its shareholders. Year after year,
23 Chateau Miraval's board, at Pitt's direction, has refused to pay dividends to Quimicum. Instead,
24 Pitt uses the company's funds as his own personal pocket money to indulge his wasteful spending
25 and to benefit his business ventures.

26 115. Pitt and Chateau Miraval's directors have squandered tens of millions of dollars of
27 Chateau Miraval's money on vanity projects that have little, if any, business justification. For
28 example, Chateau Miraval's accounts indicate that in 2020 alone, Chateau Miraval spent

1 €4,034,980 on construction at a nearby house that is owned by Chateau Miraval, €1,106,658 on a
2 swimming pool, and €2,963,207 on “garment works”. At Pitt’s direction, Chateau Miraval also
3 commissioned a single staircase at the chateau to be built and rebuilt a total of four times after he
4 was unhappy with the first three attempts. Pitt also caused Chateau Miraval to spend nearly
5 €1 million per year for years on end reconstructing stone walls using stone masons from Croatia.

6 116. Numerous expenses in the years following the divorce were incurred either over
7 Nouvel’s objection or without its knowledge. At Pitt’s direction, Chateau Miraval approved
8 budgets without seeking Nouvel’s input or approval and only told Jolie and Nouvel about many
9 renovations after they had been started or completed.

10 117. Alarmed by this spending and concealment of information, Jolie and Nouvel sought
11 to become more involved in Chateau Miraval’s finances and operations. From California, Nouvel
12 engaged in back-and-forth email exchanges with Bradbury, Venturini and Perrin about the
13 business. Venturini and Perrin even traveled to California to meet with Nouvel’s representatives
14 to discuss Chateau Miraval’s business. But Pitt remained firmly in control and refused to allow
15 Bradbury, Venturini and Perrin to take direction from anyone but him.

16 118. In August 2020, Jolie’s representatives had a lengthy call with Venturini to
17 challenge his authorization of wasteful spending at Pitt’s direction. During this call, Venturini—
18 whom Pitt insisted on paying directly and not through Chateau Miraval—repeatedly responded in
19 substance, “What am I to do? He’s my boss.” Following this call, Venturini made no effort to put
20 a stop to Chateau Miraval’s wasteful spending.

21 **ii. Pitt and Perrin Begin to Strip Chateau Miraval of Its Trademarks**

22 119. Pitt also looted Chateau Miraval’s extraordinarily valuable intellectual property.
23 Pitt, Bradbury, Venturini, and Grant allowed Perrin, Pitt’s close friend and self-declared “brother”,
24 to register certain Chateau Miraval trademarks in the name of Miraval Provence. These
25 registrations, which have continued over the years, have caused millions of dollars in damage to
26 Nouvel.

27 120. Miraval Provence was organized to be owned 50-50 by Chateau Miraval and
28 Familles Perrin. That means that Nouvel has a 50% economic interest in Chateau Miraval

1 (through its 50% ownership in Quimicum, the 100% owner of Chateau Miraval) but only a 25%
2 economic interest in Miraval Provence (through Chateau Miraval’s 50% interest in Miraval
3 Provence). Thus, any registration of Chateau Miraval’s trademarks by Miraval Provence that
4 purports to effect a change in ownership away from Chateau Miraval has the harmful effect of
5 reducing Nouvel’s economic interest in these valuable trademarks by half. In order to prevent that
6 from happening, the agreement between Chateau Miraval and Miraval Provence *expressly*
7 *prohibited* Miraval Provence from registering the Miraval trademarks. But, as repeatedly
8 observed in their behavior, Pitt and Perrin do not believe they are bound by contractual
9 commitments that they no longer view as convenient to their interests.

10 121. By registering the Miraval trademarks in the name of Miraval Provence, Pitt and
11 Perrin caused Miraval Provence to interfere with Nouvel’s economic interest in Chateau Miraval.
12 Pitt and Perrin could do so because of Pitt’s *de facto* control of Chateau Miraval and Perrin’s
13 direct control, as President, of Miraval Provence. These actions, in direct breach of the agreement
14 between Chateau Miraval and Miraval Provence, threaten to divert hundreds of millions of dollars
15 in value to Perrin and from Chateau Miraval, and by extension from Quimicum and Nouvel.

16 122. Miraval Provence began its misappropriation of the Miraval marks shortly after
17 Jolie filed for divorce. Chateau Miraval owns, and had registered, the trademark “Miraval Côtes
18 de Provence”—which is worth at least €24,500,000 alone. On June 27, 2017, Miraval Provence
19 applied to register the trademark under its own name in the United States. Miraval Provence also
20 applied in Europe to register the trademarks “MIRAVAL The Art of Rose” on April 13, 2017;
21 “MIRAVAL COTEAUX VAROIS EN PROVENCE” and “MIRAVAL COTES DE
22 PROVENCE” on June 21, 2017; and “STUDIO BY MIRAVAL” on April 11, 2018.

23 123. The pace of misappropriation has recently accelerated. Since the start of 2020,
24 Miraval Provence applied to register 13 trademarks in 10 different jurisdictions that were
25 originally registered by Chateau Miraval. On November 30, 2020, Miraval Provence applied to
26 register the word mark “Miraval”, also previously registered to Chateau Miraval, in the United
27 States. Miraval Provence applied to register the same word mark—“Miraval”—in Canada, China,
28 the United Kingdom, Hong Kong, Taiwan, Singapore, the European Union, and India despite

1 Chateau Miraval’s prior registration of the mark in each of those jurisdictions. On December 17,
2 2020, Miraval Provence applied in the United States to register the Word and Design mark
3 “Miraval Cotes de Provence Miraval Millisime 2012”, which is registered to Chateau Miraval.

4 124. Miraval Provence has also applied to register new trademarks containing the word
5 “Miraval” or a confusingly similar word. For example, Miraval Provence applied to register the
6 word mark “Mrvl” in the United States on January 18, 2021, and applied to register the logo mark
7 “Fleur de Miraval Exclusivement Rosé” in the United States on March 9, 2021.

8 125. Miraval Provence was actively prosecuting multiple trademarks using the Miraval
9 name during the period that Grant served as a Chateau Miraval director. For example, on
10 November 22, 2021, Miraval Provence submitted a Response to Office Action to the U.S. Patent
11 and Trademark Office (the “USPTO”) as part of its prosecution of the word mark “Miraval”. The
12 trademark Examiner had refused to allow the mark because “all of the cited marks, U.S.
13 Registration Nos. 3657042, 4853676, 4948904, 4962245, and 5158319, are all owned by Chateau
14 Miraval S.A.”, and so the “Miraval” mark posed a likelihood of confusion. In response, Miraval
15 Provence wrote that it “respectfully confirms that Applicant and Chateau Miraval S.A. are related
16 companies. . . . Accordingly, . . . an appreciable number of consumers will not likely be confused
17 between the source of origin of Applicant’s Mark and the Cited Marks.”

18 126. Grant, Venturini and Bradbury, as directors of Chateau Miraval, each had a duty to
19 protect the company’s assets, including its trademarks. Yet they allowed Miraval Provence to loot
20 these assets by registering and maintaining the registrations of these trademarks as its own, for no
21 apparent compensation, and in violation of a written contract.

22 127. Nouvel never consented to the transfer of Chateau Miraval’s incredibly valuable
23 trademarks to Miraval Provence. Indeed, Pitt and Perrin concealed their true intentions from
24 Nouvel. They told Nouvel that Miraval Provence had undertaken certain limited trademark
25 registrations on a temporary basis because of a potential transaction with luxury goods
26 manufacturer LVMH. In 2018, counsel for Quimicum and Chateau Miraval confirmed that Perrin
27 and Miraval Provence had registered the trademarks exclusively for the purpose of pursuing a
28 potential joint venture with LVMH. Counsel informed Nouvel that Chateau Miraval could seek

1 the return of the trademarks at any time. Nouvel was *never* informed that these registrations were
2 intended to be permanent, and *never* consented to Miraval Provence indefinitely, let alone
3 permanently, owning the trademarks. As it turns out, the purported transaction with LVMH never
4 materialized. But Miraval Provence did not return the trademarks to Chateau Miraval. Nouvel
5 learned for the first time at the end of 2021 that Perrin, Familles Perrin, and Miraval Provence now
6 claim that they *own* Chateau Miraval’s valuable trademarks and refuse to cancel the registrations
7 even though the supposed reason for their temporary transfer never came to pass. As of today,
8 Miraval Provence has not canceled any of these registrations, it maintains its ownership, and it
9 continues to register more and more of Chateau Miraval’s trademarks. And again, Miraval
10 Provence paid nothing for these trademarks it now claims to own.

11 128. Nouvel has tried to put a to stop Miraval Provence’s improper seizure and
12 registration of Chateau Miraval’s trademarks. On October 11, 2022, Nouvel filed a notice of
13 opposition against Miraval Provence’s U.S. registrations of the marks “Miraval” and “Miraval
14 Cotes de Provence Miraval Millesime”. The Trademark Trial and Appeal Board has observed that
15 “the determination in the civil action [*this action*] may have a bearing on the issues in this
16 opposition proceeding” and suspended the opposition proceedings “pending final disposition of
17 the civil action”.

18 129. In short, Perrin, his companies, and Chateau Miraval’s directors conspired with Pitt
19 to misappropriate Chateau Miraval’s extremely valuable trademarks to Miraval Provence to harm
20 Nouvel.

21 **iii. Pitt and Perrin Scheme To Divert Chateau Miraval’s Resources To**
22 **Their Own Side Projects**

23 130. Pitt and Perrin have also fleeced Chateau Miraval of its assets in favor of their
24 personal business endeavors. In an obvious case of self-dealing, Pitt and Perrin have set up side
25 businesses that exploit the name, image, premises and financial resources of Chateau Miraval—all
26 without sharing any returns with Nouvel, Chateau Miraval’s 50% owner. Pitt has also allowed
27 Perrin to siphon profits away from Chateau Miraval by charging Miraval Provence significantly
28 above-market bottling rates.

1 131. Miraval Studios. Chateau Miraval’s funds are being spent on renovations meant to
2 benefit a Pitt vanity project: a recording company located at the chateau named Miraval Studios.
3 In December 2021, Architectural Digest reported that “Pitt’s latest project is a thoughtful
4 restoration of a recording studio at Château Miraval”, a project in which he is apparently
5 collaborating with French producer Damien Quintard. The project reportedly includes “a console
6 designed by Pitt and Quintard with hybrid analog/digital capacities”, “a Dolby Atmos system”,
7 “technology to power pre-mixing for film and television projects”, “[r]ecording booths”, “a room
8 dedicated to housing vintage synthesizers”, “workstations to edit sound and video”, preservation
9 of a “drum room, which embodies the ‘heritage of the quirky sound’”, and the addition of “a
10 3,445-square-foot live room and a 1,000-square-foot meter-control”.

11 132. Based on public filings, Miraval Studios is 40% owned by Pitt through Mondo
12 Bongo, 50% by DQ Holdings (Damien Quintard’s company) and only 10% by Chateau Miraval.
13 Venturini, Pitt’s handpicked director and CEO of Chateau Miraval, is the Managing Director of
14 Miraval Studios. The ubiquitous Grant, Pitt’s Hollywood business manager and unsuccessful pick
15 to serve as a Chateau Miraval director, is the studio’s Supplementary President.

16 133. While Mondo Bongo is a 40% owner of Miraval Studios, Nouvel has no direct
17 ownership interest in the venture. It is relegated to a 5% indirect ownership, though Chateau
18 Miraval’s 10% interest. Thus, any money generated from Nouvel and Mondo Bongo’s joint
19 investment in Chateau Miraval that is used to benefit Miraval Studios is a straight-up diversion of
20 cash profits that should properly be split evenly between Nouvel and Mondo Bongo.

21 134. Worse yet, Chateau Miraval’s recently published financial accounts show that
22 Chateau Miraval made a loan of over 750,000 euros to Miraval Studios. Chateau Miraval’s funds
23 have thus been loaned to an entity in which Pitt and Mondo Bongo hold an outside equity interest
24 and stand to benefit disproportionately from Chateau Miraval. Such a loan is a clear misuse of
25 Chateau Miraval’s funds.

26 135. Fleur de Miraval. Miraval Provence’s 2022 financial accounts show that Miraval
27 Provence has loaned 1,377,464 euros to SAS Fleur de Miraval. Fleur de Miraval is advertised as a
28 collaboration between the Pitt, (Rodolphe) Peters (through SAS Champagne Pierre Peters) and

1 Perrin families. Miraval Provence’s capital is therefore being used to support a partly owned
2 subsidiary in a way that disproportionately benefits a 20% shareholder that has no connection to
3 Nouvel.

4 136. *Le Domaine and Distilleries de la Riviera*. Pitt has recently gone even further,
5 again with Perrin, in using Chateau Miraval’s resources and brand to prop up businesses in which
6 Chateau Miraval—and by extension, Nouvel—has no interest. On August 6, 2021, Mondo Bongo
7 and Vins et Domaines Perrin, a corporation controlled by the Perrin family, established a
8 corporation called Petrichor, of which they each own 50%. The same day, Pitt and Perrin
9 established the corporation Le Domaine, a cosmetics company, and Distilleries de la Riviera, a gin
10 maker. Distilleries de la Riviera is wholly owned by Petrichor, Le Domain is 95% owned by
11 Petrichor, and both are managed by Perrin. Neither Chateau Miraval, nor Quimicum, nor Nouvel
12 have any ownership interest in Petrichor, Le Domaine, or Distilleries de la Riviera.

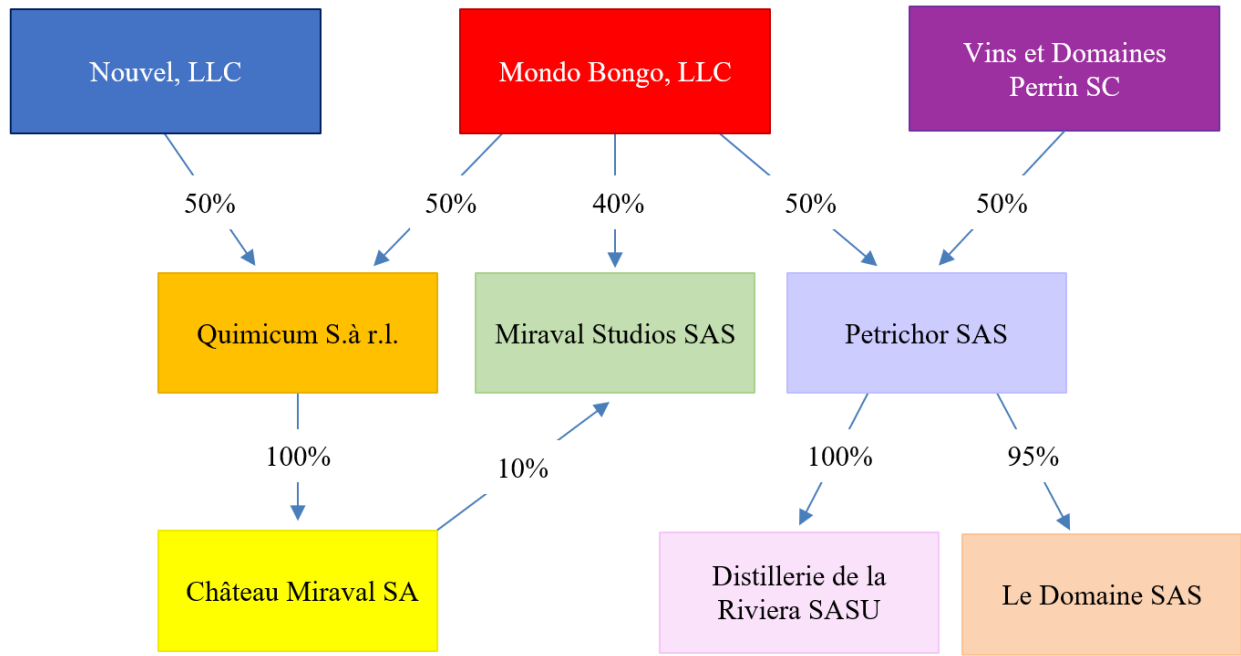
13 137. Pitt and Perrin launched Le Domaine’s first products in late 2022. Chateau Miraval
14 appears to play a crucial role in Le Domaine’s business: the skincare products are reportedly
15 made with grapes grown on the property’s vineyard. Pitt and Perrin have also exploited the
16 Chateau Miraval name extensively in their efforts to market Le Domaine, apparently for no
17 compensation. Pitt and Perrin feature the Miraval name prominently throughout Le Domaine’s
18 website, which includes pictures of Pitt and Perrin walking through the estate’s vineyards and
19 descriptions of how the two men “began exploring the treasures of the vineyard, and saw its
20 potential beyond wine-making”.

1 138. Pitt and Perrin’s other business, Distilleries de la Riviera, which distributes The
2 Gardener Gin, also makes use of the Miraval name to promote its business. Indeed, the business
3 uses “MRVL” as its registered trade name. Pitt and Matthieu Perrin, Marc Perrin’s cousin,
4 launched Distilleries de la Riviera’s first product, The Gardener Gin, at the 2023 Cannes Film
5 Festival. As with Le Domaine, Pitt relies heavily upon the Chateau Miraval name and brand to
6 market The Gardener Gin. Indeed, the label on the bottle is presented in the same style as
7 Miraval’s distinctive label: a small round label of two concentric circles, with the brand name
8 displayed within the outer circle and a design set within the inner one. The *Wine Spectator* linked
9 the two explicitly: “Meet The Gardener, a French Riviera–inspired spirit from the partners behind
10 luxury Provence rosé brand Miraval.”



21 139. Pitt and Perrin are brazenly using Chateau Miraval’s name to sell Le Domaine
22 products and The Gardener Gin while ensuring that Nouvel will not benefit from these enterprises
23 *at all*. These businesses apparently provide no or below-market compensation to Chateau Miraval
24 for the use of its assets. Nouvel is unable to determine which because Pitt, while having complete
25 access to Miraval’s books and records, has repeatedly denied Nouvel’s requests for equal access.

1 140. The ownership structure of these other Pitt investments—which he and his co-
2 conspirators are using to siphon value away from Chateau Miraval and Nouvel—is this:



14 141. Pitt and Perrin—together with at least Bradbury, Venturini and Grant—have
15 conspired to undertake these actions with the intention to harm Nouvel. Bradbury, Venturini, and
16 Grant, who were under a duty to act in the best interest of Chateau Miraval, ignored that duty and
17 participated in this scheme for the same purpose, resulting in the waste and diversion of its assets.

18 142. Miraval Studios, Vins et Domaines Perrin, SAS Petrichor, Le Domaine, and
19 Distilleries de la Riviera are co-conspirators in Pitt’s scheme to use Chateau Miraval for his own
20 personal enrichment. These entities all have conspired with Pitt, Perrin, and Familles Perrin to
21 divert Chateau Miraval’s assets away from Nouvel and Quimicum, and into the pockets of Pitt,
22 Perrin and others close to Pitt. These entities have acted with the intent to harm Nouvel.

23 143. Perrin benefits from this scheme in more ways than one. Beyond his unauthorized
24 appropriation of 50% of the value of Chateau Miraval’s trademarks and his use of Chateau
25 Miraval’s assets to subsidize other businesses in which he owns an equity interest, he has been
26 charging Miraval Provence exorbitant rates for the bottling services provided by Familles Perrin.
27 Under the contract that established Miraval Provence, Chateau Miraval is responsible for
28

1 cultivating its vineyard, harvesting its grapes, and producing wine up through the vinification
2 stage. Familles Perrin is responsible for bottling and selling the wine produced by Chateau
3 Miraval. But Perrin has been charging Miraval Provence supra-market rates for bottling at
4 Familles Perrin, often at rates *over three times* the industry standard. Whether Pitt is complicit in
5 or ignorant of Perrin's price-gouging is unknown to Nouvel, which is kept in the dark by Pitt.

6 144. What is clear is that Pitt, Mondo Bongo, Familles Perrin, and Perrin have conspired
7 to ensure that they alone profit from Chateau Miraval, and are working together to divert Chateau
8 Miraval's assets to their own entities so that neither Quimicum nor Nouvel profit from those
9 businesses' successes.

10 iv. Pitt Gives Control of Miraval Provence to Familles Perrin

11 145. Chateau Miraval and Familles Perrin created Miraval Provence as a joint venture in
12 which the two companies were meant to have equal ownership. But as part of their broader
13 conspiracy to loot Chateau Miraval, Pitt now appears to have handed over control of Miraval
14 Provence to Perrin altogether.

15 146. Each year, Chateau Miraval must publish its accounts. For year after year, those
16 accounts showed that Chateau Miraval owned 5,000 shares of Miraval Provence's 10,000 shares.
17 This 50% ownership interest, for example, is clear from Chateau Miraval's public 2020 accounts:

EXERCICE CLOS LE	3 1 1 2 2 0 2 0	N° SIRET	3 8 8 4 3 6 5 3 7 0 0 0 1 2
DÉNOMINATION DE L'ENTREPRISE	SA CHATEAU MIRAVAL		
ADRESSE (voie)	4215 Route de Barjols DOMAINE DE MIRAVAL		
CODE POSTAL	83143	VILLE	LE VAL
NOMBRE TOTAL DE FILIALES DÉTENUES PAR L'ENTREPRISE		P5	1
Forme juridique		Dénomination	MIRAVAL PROVENCE
N° SIREN (si société établie en France)		% de détention	50.00
Adresse : N°		Voie	ROUTE DE JONQUIERES
Code postal	84100	Commune	ORANGE
		Pays	

24 147. In Summer 2021, after it became clear that Jolie would not sell Nouvel to Pitt,
25 Miraval Provence was converted from an SNC (société en nom collectif) to a SAS (société par
26 actions simplifiée). Under French law, the first one is a form of partnership, a highly transparent
27 form of business organization in France, whereas the second company form is closer to a limited
28

1 company, a highly opaque form. This change in organization, therefore, allowed Pitt and Perrin to
2 shield even more of their unlawful conduct from Nouvel.

3 148. On May 15, 2023, Chateau Miraval published its 2021 accounts, showing for the
4 first time that Chateau Miraval now owns only 4,997 of Miraval Provence’s 10,000 shares, or a
5 49.97% ownership interest:

6 Liste des filiales et participations SA CHATEAU MIRAVAL
7 (Code du Commerce Art. L 233-15; PCG Art. 832-6, 833-6 et 841-6) 83143 LE VAL

Société	Capital	Capitaux propres autres que le capital	Quote-part du capital détenu en %	Valeur comptable des titres détenus		Prêts et avances consentis et non remboursés	Cautions et avals donnés par la société	Chiffre d'affaires du dernier exercice
				brute	nette			
A. Renseignements détaillés								
- Filiales détenues à + de 50%								
- Participations détenues entre 10 et 50 %								
- MIRAVAL PROVENCE	10 000	18 594 766	49.97	4 997	4 997			26 751 311
- MIRAVAL STUDIOS	100 000		10.00	10 000	10 000	750 000		
B. Renseignements globaux								
- Filiales non reprises en A								
- Participations non reprises en A								

11 149. By contrast, Miraval Provence’s and Familles Perrin’s 2022 public financial
12 statements reveal that Familles Perrin now owns 50.01% of Miraval Provence:

13

14 CABINET GIORNAL SAS FAMILLES PERRIN Page : 25

15 **Filiales et participations**

16 Etat exprimé en euros 31/12/2022

Société	Capital	Capitaux propres	Quote-part du capital détenu (en pourcentage)	Valeur comptable des titres détenus	
				Brute	Nette
A. Renseignements détaillés					
1. Filiales (Plus de 50 %)					
SAS TERROIR SERVICES		5 000	80,00		
2. Participations (10 à 50 %)					
SAS MIRAVAL PROVENCE		50 000	50,01		

17

18

19

20

21 150. In an instant, Familles Perrin became the majority owner of Miraval Provence, and
22 Chateau Miraval was relegated to minority status.

23 151. Nouvel was never consulted about a potential transfer of any of Chateau Miraval’s
24 interest in Miraval Provence or any increase in Miraval Provence’s share capital. Indeed, it
25 appears that Nouvel was intentionally kept in the dark. Until reviewing the 2021 accounts, Nouvel
26 understood that Chateau Miraval remained a 50% owner of Miraval Provence. Despite Nouvel’s
27 demand for and explanation, Pitt and Mondo Bongo had remained silent.

28 152. Chateau Miraval appears to have in effect *given away* control—which is highly

1 valuable and usually requires the payment of a control premium—over Miraval Provence to
2 Familles Perrin. Indeed, the timing of this transfer is telling, as it occurred sometime in 2021 and
3 was obviously targeted at one of two things: (a) Jolie’s announced intent to sell her share of the
4 winery to third parties; or (b) Jolie’s sale to Tenute. Either way, the transfer of control to Perrin
5 was done secretly and for the clear purpose of wresting control from Jolie or anyone she sold it to.
6 Such conduct amounts to corporate theft and is a blatant breach of directors’ duties.

7 153. Pitt and Perrin arranged for Familles Perrin to become the controlling shareholder
8 of Miraval Provence with the intent of harming Nouvel, and intentionally concealed from Nouvel
9 the fact that Familles Perrin is now the controlling shareholder of Miraval Provence.

10 **III. Unable To Reach an Agreement with Pitt, Jolie Sells Her Interest in Nouvel.**

11 154. Frozen out of participating as an equal partner in the governance of Quimicum and
12 Chateau Miraval, Jolie informed Pitt and Familles Perrin that she wished to sell her interest in
13 Quimicum and, indirectly, Chateau Miraval, on fair terms. Jolie explained that she could not
14 continue to be involved in a business centered on alcohol given the role it had played in the events
15 leading to her and Pitt’s divorce, and that neither she nor any of the children felt able to return to
16 the chateau. Also, much of Jolie’s savings and financial independence were tied up in her
17 investment in Chateau Miraval, and the sale would enable her to achieve liquidity.

18 155. Despite Pitt’s protestation, there were no contractual or legal restrictions on Jolie’s
19 ability to sell Nouvel to any willing buyer. Nevertheless, Jolie first sought to reach a deal with Pitt
20 directly, and negotiated with Pitt and Perrin in good faith for months about a possible buyout of
21 her interest. By February 25, 2021, the parties had apparently reached agreement on all key terms
22 for Jolie to sell her interest to Pitt and Familles Perrin. Perrin had even secured a loan for the
23 purchase. But just a few weeks later, on or around March 18, 2021, Pitt and Perrin reneged on the
24 agreement, informing Jolie’s representatives that they were walking away from the deal
25 indefinitely. They specifically tied this decision to media reports indicating that Jolie had filed
26 proof of Pitt’s domestic abuse under seal in the divorce proceedings.

27 156. Pitt and Familles Perrin later returned to the table, this time seeking to impose a
28 new and unacceptable condition on the sale—one that had no relevance whatsoever to the wine

1 business. Pitt and Perrin refused to purchase Jolie's interest in Chateau Miraval unless she agreed
2 to a broad nondisclosure provision that would prevent her from speaking truthfully about any of
3 the issues that had led her to file for divorce from Pitt. In layperson's terms, Pitt and Perrin sought
4 to use Chateau Miraval as leverage to coerce Jolie into keeping quiet about Pitt's behavior. This
5 new demand essentially imposed a poison pill, all but ensuring that no deal could ever be reached.

6 157. Jolie gave Pitt one last opportunity to accept the deal with a toned-down
7 nondisclosure provision, but Pitt and Perrin ignored it. Left with no other option, Jolie notified
8 Pitt and Perrin that she would try and sell to someone else.

9 158. Aware of Chateau Miraval's reputation and popularity, the Stoli Group was
10 interested in a deal with Jolie. Stoli had made previous inquiries about acquiring Chateau Miraval,
11 but Pitt had politely declined to sell. After representatives of the Stoli Group contacted Jolie in
12 2021, she eventually agreed to explore a potential deal with Stoli.

13 159. Jolie and the Stoli Group reached an agreement for the sale of Nouvel, which
14 closed in October 2021. The purchase was made through Stoli Group's wine affiliate, Tenute del
15 Mondo, which owns and operates several family-run wine businesses, including Achaval Ferrer
16 and Arinzano.

17 **IV. Tenute Seeks To Employ the Stoli Group's Marketing Expertise and**
18 **Distribution Might To Take Chateau Miraval to the Next Level.**

19 160. The Stoli Group was an ideal acquiror of Nouvel and its interest in Chateau
20 Miraval. Stoli Group is an international beverage company that produces and distributes a global
21 wine and spirits portfolio. Stoli Group has a presence across a network of more than 176 markets
22 and works with a team of 200 distributors around the world. Its major brands include Stoli Vodka,
23 elit Vodka, Bayou Rum, Kentucky Owl Bourbon, Villa One and Cenote Tequila, Tulchan Gin, and
24 Se Busca Mezcal. Stoli's wine division, Tenute del Mondo, owns the highly rated Argentine
25 wines, Achaval Ferrer, and Arinzano, a Spanish vineyard dating back to 1055. It is also in a joint
26 venture with Italian wine royalty, the Frescobaldi Family, in a partnership that includes the top
27 Super-Tuscan wines Luce, Ornellaia, and Masseto. Bayou Rum, which the Stoli Group acquired
28 in 2016, is the most awarded domestic rum in the United States.

1 161. The Stoli Group has experience in marketing celebrity beverages. In partnership
2 with Nick Jonas and Jon Varvatos it makes and markets the luxury Tequila, Villa One.

3 162. Tenute purchased Nouvel hoping to work as an equal partner with Pitt and Mondo
4 Bongo, and to expand production of the high-quality rosé that had made Chateau Miraval famous.
5 Tenute sought to leverage the Stoli Group’s resources, marketing experience, and global
6 distribution network to bring Chateau Miraval’s business to the next level. At the time, the
7 estate’s wines had strong distribution in only five to seven countries, but Tenute wanted to bring
8 effective distribution to many more.

9 163. Eager to get to work on the Chateau Miraval wine business after the acquisition,
10 Tenute’s executives spoke with a representative of Mondo Bongo, who put them in touch with
11 Perrin. Perrin soon began discussing future plans for the business with top executives from
12 Tenute and the Stoli Group in a series of calls and at an in-person meeting in London on
13 October 22, 2021. Perrin seemed eager to work with Stoli, particularly on improving Chateau
14 Miraval’s global distribution network, and asked Stoli for a list of its distributors in each country.
15 Stoli provided that information and began work on a proposal to provide Chateau Miraval the
16 operational support and sophisticated distributor network it needed. The parties had begun what
17 appeared to be fruitful commercial discussions.

18 164. Stoli continued its dialogue with Perrin in the following months and offered to
19 support Chateau Miraval’s expansion into new markets. Again, Perrin appeared receptive and told
20 Stoli that he believed that by working together, “we can further develop Miraval and make it the
21 leading luxury rose company”. In his continuing dialogue with Tenute and Stoli executives,
22 Perrin noted that he was eager “to start a discussion about where it could make sense for the brand
23 to transition distribution to Stoli/TdM network”.

24 165. To support Chateau Miraval, Tenute and Stoli invested significant time and
25 resources in developing a detailed global business plan for Chateau Miraval. In January 2022,
26 Tenute and Stoli executives presented Perrin with that plan. They explained that although Chateau
27 Miraval had achieved commercial success in North America and Western Europe, it had yet to
28 break through in Asia, Latin America, Africa and the rest of Europe. Tenute and Stoli had a plan

1 to change that and had devised country-specific marketing plans, projected sales targets, and lists
2 of preferred local distributors to help Chateau Miraval become the world’s leading premium rosé
3 brand by 2030. Perrin was thankful for the “great presentation and conversation” and exclaimed
4 that the plans were “really exciting!”

5 **V. Pitt Attempts To Drive Tenute Out**

6 166. Despite Perrin’s apparent excitement, these discussions foundered because Pitt
7 vehemently opposed any such cooperation. Pitt and Mondo Bongo refused to do anything to
8 facilitate the relationship. Pitt has pugnaciously caused Mondo Bongo to resist all reasonable
9 efforts to resolve the deadlock at Quimicum, and has blocked Tenute and Nouvel from
10 participating in their equally owned business, Chateau Miraval. On its face, Pitt’s consistent
11 message has been crystal clear—he considers Chateau Miraval as his personal property and
12 refuses to share it with anyone. In reality, however, it is now apparent that he is desperate to stop
13 Tenute (or any other new partner, for that matter) from uncovering the systematic malfeasance and
14 asset-stripping he has orchestrated. Pitt instructed Perrin to stop speaking to Nouvel, Tenute, and
15 the Stoli Group; made sure Bradbury, Venturini, and Grant did not assist them; and began a
16 campaign to obstruct Tenute and Nouvel from participating in the business or obtaining access to
17 Chateau Miraval’s records. His goal has been to drive Tenute and Stoli Group, who have the
18 ability to increase the prestige and success of Chateau Miraval, out of the business. To meet that
19 goal, he has constructed a fantasy in which the Stoli Group is a competitor who is bent on a hostile
20 takeover of Chateau Miraval. His behavior is emotional, irrational and ultimately illegal.

21 167. It has also become clear that Perrin does not want Stoli to participate in the
22 business, despite his apparent enthusiasm after Tenute purchased Nouvel. This change of heart
23 has come about because Perrin now realizes that Stoli seeks to impose proper corporate
24 governance and oversight; does not wish to allow Perrin and his companies to exercise unfettered
25 control of the business; and will not sit idly by while Pitt and Perrin siphon off Chateau Miraval’s
26 assets for their own benefit.

27 **A. Pitt and Mondo Bongo Refuse To Resolve the Deadlock at Quimicum.**

28 168. By June 2021, Quimicum’s remaining director had resigned, leaving Quimicum

1 directorless. Under Luxembourg law, as discussed above, that means that Quimicum cannot take
2 any action. That situation was, and remains, untenable, and threatens the continued existence of
3 Quimicum because it has been unable to perform basic corporate actions.

4 169. Nouvel understood that the absence of a functioning board at Quimicum would
5 impede Quimicum's subsidiary, Chateau Miraval, from operating properly, including because a
6 directorless Quimicum could not appoint directors at Chateau Miraval. So, after its purchase by
7 Tenute, Nouvel again attempted in good faith to resolve the deadlock at Quimicum.

8 170. Over the course of the next few months, Tenute and Nouvel repeatedly sought to
9 engage with Pitt and Mondo Bongo in an effort to break the stalemate. Nouvel convened several
10 general meetings of the Quimicum shareholders in an effort to resolve the deadlock. At these
11 meetings, Nouvel was represented by its manager, Alexey Oliynik, who was fully empowered to
12 act on behalf of Nouvel to negotiate a resolution. In contrast, rather than send representatives who
13 were actually responsible for running the business or empowered to resolve the deadlock, Mondo
14 Bongo sent its outside Luxembourgish lawyers. Instead of engaging with Nouvel, these outside
15 lawyers read pre-written statements and refused to engage in constructive discussion.

16 171. Nouvel made several proposals to structure Quimicum's board with equal
17 representation on both sides. On October 21, 2021, Nouvel first proposed that Quimicum's board
18 consist of an equal number of members appointed by Nouvel and Mondo Bongo, and one
19 independent director appointed by Ocorian, an administrative and fiduciary services agency that
20 had previously managed Quimicum.

21 172. Mondo Bongo responded on October 27, 2021. Mondo Bongo asserted through its
22 Luxembourgish lawyers, without justification or any legal basis, that because it disputed Nouvel's
23 ownership of 10% of Quimicum's shares, those shares would "be recorded as abstaining" during
24 the upcoming general meeting of Quimicum. Mondo Bongo then proposed appointing Pitt's
25 Hollywood business manager, Grant, as a Quimicum director, incredibly claiming that he was "the
26 ideal candidate for a directorship of Quimicum" despite his lack of experience in the alcoholic
27 beverages industry and his close ties to Pitt.

28 173. The next day, Nouvel proposed a board of two Nouvel directors, two Mondo

1 Bongo directors, and a director chosen “among reputed Luxembourg independent directors”.
2 Nouvel also identified its two director candidates, both of whom had extensive experience in the
3 wine and spirits industry, to Mondo Bongo.

4 174. At the Quimicum board meeting the following day, Mondo Bongo, through its
5 lawyers, rejected Nouvel’s proposal out of hand. Mondo Bongo’s lawyers instead proposed that
6 Grant—who they incredibly claimed was a “neutral person”—serve as Quimicum’s *sole* director.
7 Nouvel, reasonably, rejected this undisguised effort by Pitt and Mondo Bongo to assume complete
8 control of Quimicum. During this meeting, Mondo Bongo’s lawyers simply read from a script.
9 When Oliynik asked whether Mondo Bongo was convinced that it was fair to deny Nouvel the
10 right to have a representative on Quimicum’s board given that Nouvel and Mondo Bongo each
11 held 50% of Quimicum’s shares, Mondo Bongo’s lawyer could only emptily refer to her previous
12 scripted statements.

13 175. Mondo Bongo also voted against the appointment of Nouvel’s proposed directors
14 to Quimicum’s board. Mondo Bongo stated that it had voted against them because it believed that
15 as employees of Nouvel’s shareholder, they purportedly would act solely in that shareholder’s
16 interests. This justification was entirely self-serving. Mondo Bongo’s proposed director
17 candidate, Grant, whom Mondo Bongo described as a “neutral person”, was himself in the service
18 of Mondo Bongo’s sole shareholder, Pitt, but unlike Nouvel’s candidates had no relevant
19 experience.

20 176. Apparently tired of rejecting Nouvel’s reasonable proposals, Pitt caused Mondo
21 Bongo to finally acknowledge his true plan. On November 18, 2021, Mondo Bongo’s
22 Luxembourgish lawyers informed Nouvel that Mondo Bongo would not discuss resolving the
23 deadlock at Quimicum unless Nouvel agreed to unwind the 2013 transfer of 10% of the stock of
24 Quimicum from Mondo Bongo to Nouvel that had made Nouvel an equal owner of Quimicum. In
25 other words, Mondo Bongo demanded that Nouvel surrender control of Quimicum—and
26 essentially capitulate to Mondo Bongo’s demands in his Luxembourg legal case—as a
27 precondition to resolving the deadlock. But Nouvel and Tenute would simply not roll over and
28 cede Pitt *de jure* control over Quimicum and ultimately Chateau Miraval.

1 177. Despite Pitt’s aggressive posturing, Nouvel continued (and continues to this day) to
2 try to find a solution to the deadlock.

3 178. On November 19, 2021, Nouvel proposed a six-person board with three directors
4 appointed from each side. At the Quimicum shareholders’ meeting the following day, Mondo
5 Bongo, through its lawyers, again rejected Nouvel’s reasonable proposal out of hand. Mondo
6 Bongo then informed Nouvel that it had sued Nouvel for a second time in Luxembourg, seeking to
7 place the disputed 10% of shares in Quimicum in escrow pending resolution of the parties’
8 dispute, so it made no sense, in their mind, to hold a shareholders’ meeting.

9 179. In February 2022, Nouvel proposed a four-person board with two members
10 appointed by each side for a limited duration of six months to see if the parties could work
11 together. In April 2022—two months later—Mondo Bongo rejected this proposal for provisional
12 management of Quimicum apparently on the basis that Nouvel had taken legal action in France to
13 preserve evidence concerning Chateau Miraval—forgetting that Mondo Bongo had initiated legal
14 action by suing Nouvel twice in Luxembourg. Not recognizing the irony of their words, Mondo
15 Bongo’s lawyers lectured Nouvel that Mondo Bongo “must reject all of your proposals as they
16 require a minimum of mutual trust and good will”. In short, Mondo Bongo has systematically
17 opposed all resolutions put forward by Nouvel and has acted in a purely negative capacity.

18 180. Nouvel has had to seek judicial intervention in Luxembourg as a result of Mondo
19 Bongo’s intransigence. On June 28, 2022, Nouvel initiated an action before the Luxembourg
20 District Court seeking an order to appoint an *ad hoc* representative to vote Mondo Bongo’s shares
21 at Quimicum meetings. Those proceedings were temporarily put on hold.

22 181. Nouvel then initiated extraordinary summary proceedings to appoint a provisional
23 administrator to manage Quimicum on February 14, 2023. On March 2, 2023, the parties agreed
24 to appoint a provisional administrator for a period of three months with a limited mandate: to hire
25 a domiciliary agent, to update Quimicum’s registered office, to prepare financial statements, and
26 to convene a general meeting to approve financial statements. The provisional administrator took
27 office on March 15, 2023. But the provisional administrator did not accomplish any of these tasks
28 before his mandate expired on June 15, 2023, so his term to act was extended by the Luxembourg

1 court for an additional three months. Mondo Bongo’s systematic actions in voting to perpetuate
2 the shareholder deadlock have continued to disable Quimicum.

3 182. Pitt’s and Mondo Bongo’s refusal to consider any of Nouvel’s reasonable proposals
4 to resolve the Quimicum deadlock, their ridiculous assertion that Pitt’s Hollywood business
5 manager was a “neutral person”, and their “take it or leave it” demand for control of Quimicum
6 shows that Pitt and Mondo Bongo were not and are not acting in good faith and have no intention
7 of resolving the shareholder deadlock. Pitt has repeatedly used his 50% ownership in Quimicum
8 to veto every attempt to break the deadlock. In Pitt’s world, that makes perfect sense because the
9 absence of proper management at Quimicum allows him to keep control of Chateau Miraval.

10 183. Eager to resolve the conflict, a member of the Stoli Group at one point solicited
11 Perrin’s advice, explaining that Tenute planned to suggest to Pitt that Pitt appoint Perrin as one of
12 Mondo Bongo’s Quimicum directors. Perrin demurred, telling Stoli that he did not want to be
13 involved. Perrin explained that he had “been very careful (for the last 9 years) not to be involved
14 [at the Quimicum level] and honestly I much prefer to stay that way. Experience shows that it was
15 a good decision”.

16 184. Pitt and Mondo Bongo’s back of the hand rejections of Nouvel’s reasonable
17 proposals to resolve the deadlock at Quimicum and to restore proper governance to the company
18 has had and is having real negative consequences for Nouvel. Without a functioning board,
19 Quimicum cannot appoint a third director (not beholden to Pitt) to Chateau Miraval’s board or
20 replace Bradbury and Venturini. That suits Pitt, and indeed is his objective, because no one is
21 around to check his wasteful spending and misappropriation of Chateau Miraval’s trademarks, or
22 to question his cozy relationship with Perrin and Familles Perrin.

23 185. Pitt and his co-conspirators have caused Mondo Bongo to vote in a way that
24 prevents Quimicum from fulfilling its essential activities. Mondo Bongo’s votes against Nouvel’s
25 reasonable proposals to appoint directors have left Quimicum with no director since August 24,
26 2021. As a consequence, Quimicum has had no registered office since Ocorian terminated its
27 agreement with Quimicum on June 28, 2022. Mondo Bongo’s systematic voting against Nouvel’s
28 proposals also has prevented Quimicum from publishing its annual financial statements since

1 2018. Due to Mondo Bongo's negative votes, Quimicum is at risk of judicial liquidation, which
2 would have dramatic consequences because Quimicum owns Chateau Miraval, which in turn owns
3 the Chateau Miraval estate in France. Mondo Bongo's votes against Nouvel's proposals are not
4 mere disputes about how to run the business; they threaten the very existence of Quimicum.

5 186. Mondo Bongo has voted against Nouvel's proposals to appoint a functional board
6 of directors at Quimicum because it is in Mondo Bongo's own interest to render Quimicum
7 inactive. As long as Quimicum cannot properly supervise Chateau Miraval, Mondo Bongo can
8 continue to create and to profit from companies in which it holds an interest (but in which Nouvel
9 holds little or no interest) that misuse the Miraval name and appropriate Chateau Miraval's assets
10 without proper compensation, thereby draining Quimicum's only asset of value. Mondo Bongo
11 has voted against Nouvel's proposals to appoint a functional board at Quimicum to further its own
12 personal interest at the expense of the interest of Quimicum as a whole. Mondo Bongo has
13 refused to cooperate with Nouvel and has completely disregarded Nouvel's legitimate interests
14 and the parties' shared interest in Quimicum functioning properly by repeatedly voting to
15 perpetuate the shareholder deadlock. Mondo Bongo has consciously disregarded Nouvel's rights
16 and has subjected Nouvel to cruel and unjust hardship by voting to render Quimicum incapable of
17 supervising Chateau Miraval, Nouvel's sole investment.

18 187. Pitt has flatly rejected Nouvel's good-faith efforts to work together and has
19 continued his obstructionist campaign to prevent any oversight over his conduct at Chateau
20 Miraval. Nouvel will remain unable to participate in all business decisions, and will continue to
21 be harmed, for as long as Mondo Bongo refuses even to discuss any of Nouvel's proposals.

22 188. Pitt and Perrin are trying to transform the Chateau Miraval business to make it
23 conform to their preferred structure: Nouvel as a minority shareholder and Pitt and Perrin as
24 majority owners. But the reality is that Nouvel and Mondo Bongo are equal co-owners in
25 Quimicum, and by extension equal co-owners in Chateau Miraval. Pitt fundamentally, and
26 willfully, misunderstands his rights in the business. And Perrin, seeking to capitalize on Jolie's
27 and Pitt's fame, has steadily been trying to increase his position in the business above what he is
28 legally owed, including by improperly registering Chateau Miraval's trademarks, and now

1 apparently convincing Pitt to give him control of Miraval Provence. Jolie’s and Pitt’s
2 endorsement is what made the Miraval brand successful—more successful than Familles Perrin’s
3 competing rosés. Pitt and Perrin do not want to face the business reality that Jolie owned half of
4 the Chateau Miraval business and sold it for just compensation, so they seek to rewrite history.

5 **B. Pitt and Perrin Cannot Defend Their Misappropriation of Chateau**
6 **Miraval’s Trademarks**

7 189. In October 2021, Nouvel asked Chateau Miraval for information concerning
8 Miraval Provence’s continued registration of Chateau Miraval’s trademarks. Chateau Miraval
9 provided no information or explanation about those registrations.

10 190. In December 2021, in the face of inaction by the Pitt-controlled Chateau Miraval,
11 Nouvel reached out to Perrin directly, requesting in a letter that Miraval Provence stop registering
12 new Chateau Miraval trademarks and transfer existing ones back to Chateau Miraval.

13 191. Perrin, Familles Perrin, and Miraval Provence refused. For the first time at the end
14 of 2021, they took the position that they now *own* Chateau Miraval’s valuable trademarks and
15 refused to cancel the registrations. Perrin, and later Pitt’s representatives, claimed that the 2013
16 License Agreement had been amended in 2017 to permit the registrations. When challenged on
17 the existence of such an amendment, neither Perrin nor Pitt has been able to produce any such
18 purported amendment. Instead, Perrin told Nouvel’s manager, Oliynik, a different story: that
19 because he had invested so much time and effort into the business and had provided cashflow
20 support, he simply “deserved” to become the 50% owner of trademarks worth hundreds of
21 millions of euros for no consideration, effectively acknowledging his own asset-grab.

22 192. Perrin’s position is meritless. Nothing in the agreement between Chateau Miraval
23 and Miraval Provence authorizes Miraval Provence to have ownership of Miraval’s trademarks—
24 it says just the opposite. Perrin and his company Familles Perrin have been handsomely
25 compensated for their contributions to the success of Chateau Miraval. They have received a full
26 50% of the profits from the business, through dividends paid to them by Miraval Provence. Perrin
27 struck a deal in 2013 with Pitt and Jolie. He may now want an even better deal, but the 2013 deal
28 binds him.

1 193. Miraval Provence has continued registering Chateau Miraval’s trademarks. In
2 November 2021, it even formed a new entity bearing the Miraval name, SCEA Miraval.

3 194. Pitt, Mondo Bongo, and Chateau Miraval’s directors all continue to facilitate the
4 Perrin Parties’ trademark registration scheme, each in distinct but important ways. Pitt has
5 encouraged Perrin to maintain and to continue the registrations as part of his continuing scheme to
6 harm Nouvel financially. Chateau Miraval’s directors, following Pitt’s direction, took no steps to
7 stop the registrations or in any way defend Chateau Miraval’s intellectual property. And, realizing
8 that Quimicum could put a stop to this theft if it were able to properly supervise Chateau Miraval,
9 each of Pitt, Chateau Miraval’s directors, and the Perrin Parties have worked together with Mondo
10 Bongo to prolong the shareholder deadlock.

11 **C. Pitt Purports to Improperly Install New Chateau Miraval Directors**

12 195. The French Commercial Code and Chateau Miraval’s Articles of Association
13 require Chateau Miraval to have a board comprised of at least three directors. But Chateau
14 Miraval has had fewer than three directors since November 24, 2021. Thus, all its actions,
15 directed by Pitt, that have been taken since that time have been taken without authority.

16 196. Pitt grew increasingly concerned that his *ultra vires* conduct could cause the
17 Luxembourg court to step in. On January 9, 2023, he caused Bradbury and Venturini to convene
18 an emergency general meeting of the Chateau Miraval shareholders to purport to elect new
19 members of the board. At the time, Chateau Miraval was under scrutiny from the Luxembourg
20 court that was determining whether to appoint a provisional administrator to govern Quimicum.
21 Despite the fact that Quimicum holds 99.98% of Chateau Miraval’s shares, Quimicum could not
22 be notified (because it lacks a registered office, which Bradbury and Venturini knew) and did not
23 participate in this general meeting. Only Venturini was present. Venturini presumably voted on
24 behalf of Bradbury, as the meeting minutes read that “the Shareholders present or represented
25 [own] two shares, or 0.02% of the shares with voting rights”. Venturini, acting alone, then
26 purported to appoint four directors: himself; Bradbury; the company Noyomagus, represented by
27 Christophe Salin; and Dominique Bernard. (The fact that Pitt purported to put Salin on the board
28 of Chateau Miraval demonstrates that his earlier refusal to put Salin on the Quimicum board was

1 in bad faith.) Venturini and Bradbury, who own only **0.2%** of Chateau Miraval’s shares, convened
2 a sham general meeting to hold a sham election in the absence of the only shareholder whose votes
3 mattered: Quimicum.

4 197. On January 26, 2023, these “directors” then purported to appoint Venturini as
5 Chairman and Chief Executive Officer, and Bradbury as Deputy Chief Executive Officer. Only
6 then did Pitt and Chateau Miraval deign to notify Nouvel, which owns half of the shares of
7 Quimicum, about the purported election of Chateau Miraval directors.

8 198. As it turns out, Pitt was too late. Neither Bradbury nor Venturini were even
9 directors of Chateau Miraval as of January 9, 2023, and so they could not call a meeting of the
10 company’s shareholders. The facts are as follows: During a general meeting of Chateau Miraval
11 on August 23, 2021, Venturini’s and Bradley’s mandates as directors were renewed, but only for a
12 period of one year or “until the end of the General Assembly (. . .) called to decide, in 2022, on the
13 accounts of the last financial year closed”. Because their directorships were never renewed in
14 2022, Bradbury and Venturini were no longer directors on January 9, 2023, and so did not have
15 the power to *convene* the January 9 meeting. Accordingly, the January 9 meeting, and all actions
16 taken at the meeting and at the subsequent January 26, 2023 board meeting, were null and void
17 under French law, and the purported election of new Chateau Miraval directors and the
18 appointment of new officers was invalid and fraudulent. Pitt, Mondo Bongo, Bradbury, and
19 Venturini intentionally organized these fraudulent elections to harm Nouvel by perpetuating Pitt’s
20 control over Chateau Miraval to allow him to drain value from the company, and intentionally
21 concealed this fraudulent election from Nouvel.

22 **VI. Seeking To Divert Attention from His Actions, Pitt Presents a Sensational and**
23 **False Narrative.**

24 199. In an effort to further distract from his own misconduct concerning the operation of
25 Quimicum and Chateau Miraval, Pitt has taken aim at the reputation of the Stoli Group and its
26 founder, Yuri Shefler, in Quimicum meetings, emails to Nouvel, Luxembourg court filings and in
27 the press. This is a desperate effort to deflect attention from Pitt’s toxic media coverage—ranging
28 from his construction of unlivable homes for Hurricane Katrina victims, to his close association

1 with the notorious predator Harvey Weinstein, to the recent disturbing revelations of alcohol-
2 fueled abusive behavior towards his family. Pitt is also wrong. It is not Stoli Group or Shefler
3 whose reputation poses commercial risk to Chateau Miraval—it is his own.

4 200. Pitt’s suggestion that Stoli Group and its founder and owner, Yuri Shefler, are
5 somehow tied to Vladimir Putin is categorically false. In reality, Stoli and Shefler have been
6 fighting a well-publicized and well-documented battle against Putin for decades. The fight
7 between Shefler and Putin is so well-known that it must be that Pitt simply decided to
8 intentionally misrepresent the facts.

9 201. Stoli Group has its roots in a Soviet company that originally registered the famous
10 Stolichnaya vodka trademarks. That company was transformed, as the Soviet Union fell, into a
11 private company as part of the government’s attempt to transition to a market-based economy.
12 After the Soviet Union dissolved, the private company was left to fend for itself, and operated
13 much like its Soviet predecessor, making a small commission on exports of products, including
14 vodka, produced by third parties. As a result of mismanagement, inefficient corporate
15 organization, and its failure to ensure that only high-quality vodka was sold under the Stolichnaya
16 brand, the company was close to insolvency by the mid-1990s. Seeing untapped potential, Shefler
17 assembled a group of investors to purchase and reform the company. Shefler acquired control of
18 the company in 1997, later founding Stoli Group S.à r.l. (formerly known as SPI Group S.à r.l.),
19 which through affiliates now owns and markets the Stoli brands. Shefler’s entrepreneurship,
20 investments in production, and marketing acumen transformed a company on the brink of collapse
21 into the global drinks conglomerate it is today. Stoli Group now operates in over 170 markets and
22 oversees the production, management and distribution of more than 50 wine and liquor brands.

23 202. Shefler’s transformation of the Stolichnaya brand and Stoli Group’s subsequent
24 commercial success attracted the attention of Vladimir Putin and his associates, many of whom are
25 sanctioned individuals. Shortly after Putin came to power in January 2000, Putin and Russian
26 officials close to him launched a campaign to appropriate the Stolichnaya trademarks. As part of
27 this campaign, the Russian Federation has employed against Shefler and Stoli Group tactics that it
28 has used time and time again to acquire valuable but privately held Russian assets—“black press”,

1 trumped-up criminal charges, harassment, vague and shifting allegations of legal improprieties,
2 and almost two decades of pretextual litigation across the globe challenging Stoli Group’s
3 ownership of its trademarks. This tactic is so commonly employed that it has a name in Russia,
4 *reiderstvo*, which roughly translates to “asset grabbing”.

5 203. The Russian Federation initiated meritless criminal proceedings against Shefler,
6 forcing him to flee into exile in June 2002. In an effort to get his hands on Shefler, Putin has
7 repeatedly sought to extradite him to Russia. In 2010, a court in the U.K. ruled that Russia’s
8 prosecution of and attempt to extradite Shefler was “not brought in good faith”, was “politically
9 motivated”, and that extradition “would be incompatible with the defendant’s convention rights
10 within the meaning of the Human Rights Act 1998”. In 2011, Switzerland also rejected a Russian
11 request to extradite Shefler, granted asylum to Shefler, and provided him with travel documents.
12 Putin has been undeterred: he had Russia improperly put out an Interpol “red notice” (now lifted)
13 on Shefler, and Putin’s people even tried to kidnap Shefler when he was en route to Kyrgyzstan,
14 an attempt Shefler narrowly escaped.

15 204. From exile, Shefler has repeatedly stood up to Putin and his regime. Shefler has
16 been described as “a vocal critic of President Vladimir Putin”. Immediately following Russia’s
17 invasion of Ukraine in February 2022, both Shefler and Stoli Group voiced their unequivocal
18 support for Ukraine and condemned the Putin regime’s war. The Stoli Group, at Shefler’s
19 direction, issued a public statement that it “unequivocally condemns the military action in Ukraine
20 and stands ready to support the Ukrainian people”. Stoli was also one of the first companies to act
21 to support the Ukrainian people through a financial commitment to the World Central Kitchen,
22 which provides meals both to people in Ukraine and people fleeing the country.

23 205. The truth is that any apparently negative perceptions about Stoli in the public eye
24 are based on misconceptions. The short-lived and misguided boycotts of Stoli vodka in the wake
25 of Russia’s invasion of Ukraine were based on misunderstandings about where Stoli vodka is
26 made and have since ceased. The Stoli Group moved production of Stoli vodka to Latvia (a
27 European Union country and member of the North Atlantic Treaty Organization (NATO)) over 20
28 years ago. Although Stoli used to be made from raw materials from Russia, that is no longer true:

1 with Shefler’s full support and guidance, after the Ukraine invasion, Stoli Group ceased buying
2 from Russia, and now sources all its raw materials from other countries, including Ukraine.

3 206. And contrary to Pitt’s recent bizarre allegations in his Second Amended Complaint,
4 Stoli and Shefler have also been longstanding, vocal opponents of Russian’s anti-LGBTQ
5 legislation. After Russia passed legislation in 2013 banning LGBTQ “propaganda”, Stoli’s then
6 CEO, Val Mendeleev, published an open letter to the LGBTQ community. Mendeleev stressed
7 that “Stoli firmly opposes” the “recent dreadful actions taken by the Russian Government limiting
8 the rights of the LGBT community”, and that Stoli “fully support[ed] and endorse[d] [the LGBTQ
9 community’s] objectives to fight against prejudice in Russia”.

10 207. Because it is convenient to do so, Pitt wholly ignores these facts about the Stoli
11 Group and Shefler, and, instead, invents his own false narrative about them. It is much the same
12 as his willingness to ignore the words of the contracts he has freely signed, and to invent fictional
13 agreements that do not exist and even were expressly rejected.

14 208. Nouvel also has done nothing to disrupt business operations at Quimicum or
15 Chateau Miraval, contrary to what Mondo Bongo has asserted at Quimicum meetings. Nouvel did
16 not advocate a corporate restructuring of Miraval Provence to appropriate assets; instead, Nouvel
17 suggested that the parties consider whether Chateau Miraval’s stake in Miraval Provence could be
18 transferred to Quimicum to enhance communication and support for the wine business and to
19 facilitate faster decision-making. Nouvel never advocated a risky tax strategy concerning
20 intellectual property, but simply sought to discuss the optimal corporate structure for holding
21 Miraval-related intellectual property, something about which the Stoli Group, with its vast
22 intellectual property portfolio, has much experience. In short, Nouvel has sought to access
23 Chateau Miraval’s information precisely because it wants to protect and properly supervise its
24 substantial investment as a 50% indirect owner of Chateau Miraval.

25 209. Nor did the Stoli Group attempt a hostile takeover of Chateau Miraval as Pitt, who
26 ironically is improperly exercising total control over Chateau Miraval, claims. Although
27 employees of Stoli spoke with certain customers of Miraval Provence in the early days after the
28 transaction was announced, when Perrin asked Stoli to hold off on such contacts, Stoli

1 immediately obliged. With Perrin’s knowledge and blessing, Stoli had limited contact with certain
2 distributors of Miraval products as part of its preparation of a business plan for presentation to
3 Miraval Provence. Stoli undertook these efforts to assist, not to harm, Chateau Miraval. What
4 Stoli wants is to enjoy the benefits of its 50% ownership of Chateau Miraval to the same extent as
5 its other 50% owner—Pitt. But Pitt has done everything possible to prevent that.

6 210. Stoli also never put “undue pressure” on Pitt, Perrin, or the leadership of Chateau
7 Miraval and Miraval Provence as Pitt also claims. Rather, when those parties refused to provide
8 adequate justification for the wasteful spending at Chateau Miraval and the misappropriation of its
9 valuable trademarks, Stoli notified them that it would pursue all legal remedies available to it and
10 Nouvel to protect its investment. And Nouvel has. Most recently, it filed a criminal complaint in
11 France against Bradbury and Venturini for, in bad faith, putting Chateau Miraval’s assets to a use
12 that they know is against the interest of the corporation. Pitt’s bullying tactics started with Jolie.
13 She would not be bullied by them, and neither will Nouvel. Instead, Nouvel will pursue all
14 remedies it has against anyone, including Pitt and his co-conspirators, who should be subjected to
15 civil and criminal liability for their actions.

16 211. Nevertheless, at all stages and to this day, Stoli has sought an amicable resolution
17 of the conflict over the management of Quimicum and Chateau Miraval. Communications
18 between Shefler and Pitt evince an attempt by Shefler to find common ground with Pitt in an effort
19 to reach a negotiated resolution of their dispute that would avoid the unnecessary cost of litigation:

20 Dear Brad

21 I am writing to you in these anxious and baffling times when the
22 designs of a wicked, aggressive man dissolve the frame of civilised
23 society and the atrocities of war destroys the countries.

24 I have been born in the USSR and when the time came, I was doing
25 my best in order to build a new democratic Russia, being an ally to
26 political opposition democratic leader Boris Nemtsov, who has been
27 viciously and ruthlessly killed by the “bloody regime” back in 2015.

1 After several attempts organised by FSB secret service to poison me
2 in Moscow, I have made a decision to leave Russia and not been
3 able to return over the last 20 years.

4 Anyone can see with his eyes open that my path has been long and
5 difficult, but I did stand for freedom and democracy, despite
6 numerous attempts of the regime to stop me, detain me (2005 –
7 special FSB operation organised to arrest me in Kyrgyzstan when
8 the military transport plane and special elite FSB unit has been
9 waiting for me upon arrival in order to detain and transport back to
10 Moscow: thanks to my on the ground friend, I have been warned
11 whilst being en-route and had a chance to U-turn the plane), even
12 poison me over the course of the last 20 years.

13 When all those attempts of the regime to detain me have failed,
14 Russian authorities have filed a request to Interpol to detain me on
15 international level.

16 A new round of persecution has been initiated with a number of
17 criminal cases being raised against me without any grounds and I
18 had to fight for my rights and life endlessly over those years.
19 Westminster Magistrate Court has declined Russia's extradition
20 request in June 2010, based on a conclusion that "the case has been
21 politically motivated", with Swiss government granting me a
22 political asylum in June 2011.

23 The reason to outline my life path over the last 20 years is very
24 simple – I have been at war and I am fully aware of all the burdens
25 and hardship of it. War in any shape is destructive. The last thing I
26 want is to start a legal war, which will clearly be very costly, time
27 and efforts consuming.

28 There is nothing personal in the situation we both find ourselves in
and anyone could have been in my place, purchasing the shares from
your ex-partner. I have a definite and practical proposal to make for
action, i.e. find a compromise to current situation in regards to
Miraval. Let us establish a working group, which will include
trusted business manager and trusted legal adviser from each side,
the group which will be working on a proper shareholders

1 agreement, outlining responsibilities of each party, entry/exit ways,
2 etc.

3 Courts and hearings may be set up but we are both better off to sit
4 down and try to find an amicable way forward, becoming business
5 partners. I am always open for a discussion and I ask you to consider
6 cooperative partnership and work.

7 Yours truly,

8 Yuri SCHEFLER

9 212. The reality is that Stoli's involvement with Chateau Miraval introduces no
10 commercial risk. To the contrary, Stoli and Shefler are highly regarded in the international
11 beverage industry and have worked with numerous prominent companies and celebrities. For
12 example, for years they have been partners with Italian wine royalty, the Frescobaldi Family,
13 which alone gives them credibility among the top echelon of the wine world. Another example is
14 Stoli's Villa One Tequila, which is a collaboration with pop musician Nick Jonas and fashion
15 designer John Varvatos. And over the years, Stoli affiliates have also done business with the likes
16 of global beverage giant PepsiCo, as well as Pernod Ricard, the former British liquor and wines
17 company Allied Domecq, Michael Mondavi through his minority ownership of Frescobaldi, and
18 Diageo.

19 213. It is *Pitt's* reputation, not that of Shefler or Stoli Group, that poses a risk to Chateau
20 Miraval. In recent years, Pitt has experienced a steady drumbeat of negative media coverage. For
21 example, in the aftermath of Hurricane Katrina, Pitt founded the "Make It Right Foundation", an
22 effort to provide victims with homes. But that initiative devolved into lawsuits and recriminations
23 when it was revealed that the homes Pitt's foundation built used faulty designs and materials, and
24 now have major issues with water infiltration, mold, structural damage, and gas leaks. Only six of
25 the 109 homes built are in reasonably good condition.

26 214. Pitt also worked with disgraced predator and rapist Harvey Weinstein, even though
27 the press has reported that Jolie disclosed to Pitt that Weinstein had assaulted her in the late 1990s
28 and had urged him not to associate with Weinstein. Pitt has also publicly acknowledged being

1 aware of Weinstein's sexual misconduct toward Pitt's ex-girlfriend, Gwyneth Paltrow. But Pitt
2 ignored these warnings. He starred in a film co-produced by Weinstein in 2009 and even asked
3 Weinstein to produce his own movie in 2012, which Weinstein later distributed. Pitt's close
4 association with Weinstein added to his media woes.

5 215. And now come the revelations of Pitt's alleged shocking, drunken, and abusive
6 behavior on the September 2016 flight that precipitated Jolie's filing for divorce.

7 **VII. Pitt and His Co-Conspirators' Illegal Conduct Has Harmed Nouvel**

8 216. Pitt and his co-conspirators' conduct has significantly harmed Nouvel.

9 217. Nouvel has been harmed by its inability to participate in the management of
10 Quimicum and Chateau Miraval. As a 50-50 owner of Quimicum and, by extension, Chateau
11 Miraval, Nouvel's governance rights are being thwarted on an ongoing basis by the conduct of
12 Pitt, Mondo Bongo, Venturini, Bradbury, Miraval Provence, Perrin and the Familles Perrin.
13 Nouvel has been prevented from exercising oversight over the business that it owns and realizing
14 the benefits of its investment. By contrast, Mondo Bongo, but not Nouvel, has access to
15 information about the business and investment decisions of Chateau Miraval, which Mondo
16 Bongo refuses to share with Nouvel. In addition, Chateau Miraval's directors allow the
17 company's assets to benefit companies in which Mondo Bongo holds an ownership interest (but in
18 which Nouvel holds little or no interest). Accordingly, Mondo Bongo is benefitting from the
19 shareholder deadlock at Quimicum at Nouvel's expense, and Nouvel is uniquely harmed by the
20 deadlock.

21 218. As a result of Pitt's and his co-conspirators' conduct, Nouvel has been harmed by
22 the misappropriation of Chateau Miraval's trademarks. These actions have reduced Nouvel's
23 economic interest in this incredibly valuable intellectual property by 50%.

24 219. Nouvel is also harmed by the ongoing mismanagement of Chateau Miraval's funds
25 and assets. As set forth above, Pitt and his co-conspirators are responsible for squandering
26 millions of dollars of Chateau Miraval funds on a host of vanity projects and other investments
27 designed to benefit Pitt and Mondo Bongo at the expense of Chateau Miraval and Nouvel.

28 220. Nouvel is also being harmed by its inability to participate economically in Chateau

1 Miraval's ongoing financial success. Miraval Provence's profits have steadily increased year after
2 year, and between 2013 and 2022, Miraval Provence distributed approximately 90 million euros in
3 dividends to its shareholders, of which approximately 45 million euros were provided to Chateau
4 Miraval. *None* of this money has been distributed to Quimicum's shareholders, which means
5 Nouvel has never received a penny of these profits. Nor has Nouvel received a penny of
6 repayment for the millions of dollars in loans that Quimicum owes Nouvel as a result of Nouvel's
7 investment into the chateau and wine business. This problem has become more pronounced since
8 Tenute acquired Nouvel, as Miraval Provence enjoyed its most profitable year yet in 2021.
9 Nouvel reasonably expected the millions of dollars it loaned to Chateau Miraval through
10 Quimicum to be repaid after Chateau Miraval's wine business became profitable. Instead, Pitt and
11 his co-conspirators have diverted all of the wine business' profits to their own purposes, including
12 companies in which Mondo Bongo holds an ownership interest (but in which Nouvel holds little
13 or no interest), thereby benefiting Mondo Bongo at Nouvel's expense. Pitt and his co-conspirators
14 are directly and intentionally harming Nouvel by rendering a substantial portion of Nouvel's assets
15 in the form of its outstanding shareholder loans illiquid.

16 221. Pitt and Mondo Bongo's imposition of a shareholder deadlock at Quimicum that
17 has left Quimicum without any directors capable of supervising Chateau Miraval is a direct cause
18 of all the above harms to Nouvel. Quimicum can act only through its directors, yet Mondo
19 Bongo's conduct has left Quimicum with no director since 2021, rendering Quimicum unable to
20 act to supervise Chateau Miraval. Under Luxembourg law, directors have an obligation to manage
21 a company's affairs. Any reasonable director made aware of the conduct of Pitt, Perrin, and their
22 co-conspirators to drain value from Quimicum's sole asset, Chateau Miraval, would have taken
23 steps to protect that asset. In particular, under Chateau Miraval's bylaws, Chateau Miraval's
24 directors can be removed by its shareholders. Because Quimicum is the controlling shareholder of
25 Chateau Miraval, any reasonable director of Quimicum would have removed Chateau Miraval's
26 directors in thrall to Pitt who allowed the misappropriation of Chateau Miraval's assets and
27 replaced them with directors who would defend and protect Chateau Miraval's assets.

28 222. It is time for Pitt and his co-conspirators to be held responsible for their illegal

1 conduct. This First Amended Cross-Complaint represents Nouvel’s next step in accomplishing
2 exactly that.

3 **FIRST CLAIM FOR RELIEF**

4 **Tortious Interference with Contractual Relations**

5 **(By Cross-Complainant Nouvel Against Cross-Defendants William B. Pitt, Marc Perrin,**
6 **Familles Perrin, Miraval Provence, Roland Venturini, Gary Bradbury, Warren Grant, and**
7 **Roes 1-10)**

8 223. Cross-Complainant Nouvel realleges and incorporates by reference each of
9 Paragraphs 1 through 222 as though fully set forth herein.

10 224. The Quimicum Articles constitute a valid and binding agreement among Nouvel,
11 Mondo Bongo and Quimicum.

12 225. The Quimicum Articles set forth certain powers, rights and duties, providing,
13 among other things:

- 14 a. “The Company is managed by one or several directors (*gérants*).”
15 (§ 6.1.1.)
- 16 b. “All powers not expressly reserved by Law or the present Articles to
17 the general meeting of shareholders fall within the competence of
18 the sole director (*gérant*), or in case of plurality of directors
19 (*gérants*), of the board of directors (*conseil de gérance*).” (§ 6.2.1.)
- 20 c. “In dealing with third parties as well as in judicial proceedings, the
21 sole director (*gérant*), or in case of plurality of directors (*gérants*),
22 the board of directors (*conseil de gérance*) will have all powers to
23 act in the name of the Company in all circumstances and to carry out
24 and approve all acts and operations consistent with the Company’s
25 objects.” (§ 6.3.1.)
- 26 d. “In case of plurality of shareholders, each shareholder may take part
27 in collective decisions irrespectively of the number of shares (*parts*
28 *sociales*) he owns. Each shareholder has a number of votes equal to

1 the number of shares (*parts sociales*) held by him.” (§ 7.2.)

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

8 f. “Except where otherwise provided for in these Articles, each share
9 (*part sociale*) entitles [the holder] to a fraction of the corporate
10 assets and profits of the Company in direct proportion to the number
11 of shares (*parts sociales*) in existence.” (§ 11.3.)

12 226. Pitt, Bradbury, Venturini, Perrin, Familles Perrin, Miraval Provence, and Grant
13 were all aware of the Quimicum Articles.

14 227. Pitt, Bradbury, Venturini, Perrin, Familles Perrin, Miraval Provence, and Grant
15 worked together to divert Chateau Miraval’s funds to projects that lacked a legitimate business
16 purpose, including vanity projects for Pitt and the use of Chateau Miraval’s assets to benefit
17 companies in which Mondo Bongo holds an ownership interest (but in which Nouvel holds little
18 or no interest). They also caused Miraval Provence to misappropriate Chateau Miraval’s valuable
19 assets. They knew this conduct was harmful to Nouvel.

20 228. Pitt, Bradbury, Venturini, Perrin, Familles Perrin, Miraval Provence, and Grant
21 knew that Quimicum would put a stop to their plan to strip Chateau Miraval of assets if a
22 reasonable Quimicum director were elected. So they developed a plan to disrupt the contractual
23 relationship among Nouvel, Mondo Bongo and Quimicum, as set forth in the Quimicum Articles,
24 and the normal operation of those articles, which would allow Quimicum to supervise Chateau
25 Miraval, including the provisions set forth above.

26 229. Because Nouvel and Mondo Bongo each own 50% of Quimicum, Quimicum could
27 be effectively disabled and prevented from supervising Chateau Miraval if Mondo Bongo
28 prevented the appointment of directors who could act on behalf of Quimicum.

1 230. Pitt, Bradbury, Venturini, Perrin, Familles Perrin, Miraval Provence, and Grant
2 encouraged and worked with Mondo Bongo to impose a shareholder deadlock at Quimicum to
3 prevent Quimicum from functioning properly. They did so intentionally and in bad faith with the
4 express purpose to intentionally disrupt the contractual relationship among Nouvel, Mondo Bongo
5 and Quimicum, as set forth in the Quimicum Articles, and the normal performance of those
6 articles. Among other things, they intentionally and in bad faith:

- 7 a. Encouraged and assisted Mondo Bongo to prevent the election of
8 Quimicum directors empowered to manage the Company and to
9 exercise the powers delegated to them pursuant to Article VI of the
10 Quimicum Articles, including the power to supervise Quimicum's
11 subsidiary, Chateau Miraval;
- 12 b. Encouraged and assisted Mondo Bongo to impose a shareholder
13 deadlock to prevent Nouvel from effectively taking part in collective
14 decisions of Quimicum and effectively exercising voting rights in
15 proportion to its share ownership, including by rejecting all of
16 Nouvel's reasonable proposals for equal representation on the
17 Quimicum board and for the appointment of a balanced board plus
18 one independent director; and
- 19 c. Prevented Nouvel from enjoying the repayment of its shareholder
20 loans to Chateau Miraval through Quimicum by misusing and
21 misappropriating Chateau Miraval's assets, including to benefit
22 companies in which Mondo Bongo holds an ownership interest (but
23 in which Nouvel holds little or no interest), thereby benefiting
24 Mondo Bongo at Nouvel's expense, and by causing Chateau
25 Miraval to refuse to pay dividends to Quimicum.

26 231. Cross-Defendants' actions did in fact disrupt the performance of the Quimicum
27 Articles and Nouvel's contractual relationship with Mondo Bongo and Quimicum. In particular:

- 28 a. After Quimicum's sole director resigned in 2020, Cross-Defendants

1 worked with Mondo Bongo to prevent Quimicum from having a
2 valid board. Since that time, Quimicum has had no agents who can
3 manage the company and exercise the powers delegated to them
4 pursuant to Article VI of the Quimicum Articles, including the
5 power to supervise Quimicum’s subsidiary, Chateau Miraval.
6 Accordingly, Quimicum has been unable to participate in
7 shareholder meetings of Chateau Miraval or to elect new directors to
8 Chateau Miraval’s board, despite owning all of Chateau Miraval’s
9 share capital;

- 10 b. Because of Cross-Defendants’ work with Mondo Bongo to impose a
11 shareholder deadlock, Nouvel has been prevented from effectively
12 taking part in collective decisions of Quimicum and effectively
13 exercising voting rights in proportion to its share ownership, in
14 breach of, among other provisions, Quimicum Article 7.2, which
15 provides that “each shareholder may take part in collective decisions
16 irrespectively of the number of shares (*parts sociales*) he owns”; and
17 c. Cross-Defendants have caused Chateau Miraval’s funds and assets
18 to be misappropriated, including to benefit companies in which
19 Mondo Bongo holds an ownership interest (but in which Nouvel
20 holds little or no interest), thereby disrupting Nouvel’s right to the
21 repayment of its shareholder loans and benefiting Mondo Bongo at
22 Nouvel’s expense.

23 232. Pitt, Perrin, and their co-conspirators intervened in the normal functioning of the
24 Quimicum shareholder franchise by causing Mondo Bongo to impose a shareholder deadlock at
25 Quimicum. That deadlock has left Quimicum without any directors capable of supervising
26 Chateau Miraval, which is the direct cause of all the above harms to Nouvel. Quimicum can act
27 only through its directors, yet Mondo Bongo’s conduct has left Quimicum with no director since
28 2021, rendering Quimicum unable to act to supervise Chateau Miraval. Under Luxembourg law,

1 directors have an obligation to manage a company's affairs. Any reasonable director made aware
2 of the conduct of Pitt, Perrin, and their co-conspirators to drain value from Quimicum's sole asset,
3 Chateau Miraval, would have taken steps to protect that asset and to ensure that Nouvel receives
4 information concerning Quimicum on a co-equal basis with its other 50% co-owner, Mondo
5 Bongo. Under Chateau Miraval's bylaws, Chateau Miraval's directors can be removed by its
6 shareholders. Because Quimicum is the controlling shareholder of Chateau Miraval, any
7 reasonable director of Quimicum would have removed Chateau Miraval's directors in thrall to Pitt
8 who allowed the misappropriation of Chateau Miraval's assets and replaced them with directors
9 who would defend and protect Chateau Miraval's assets.

10 233. As a direct and proximate result of Cross-Defendants' wrongful conduct, Nouvel
11 has suffered damages in an amount to be proven at trial but estimated to be not less than \$350
12 million because, among other things, as a result of Quimicum's inability to act, Nouvel is being
13 blocked from receiving information about, and participating in the governance of, Quimicum on a
14 co-equal basis; Chateau Miraval has not paid Quimicum any dividends; the assets of Chateau
15 Miraval have been diverted from it, including to benefit companies in which Mondo Bongo holds
16 an ownership interest (but in which Nouvel holds little or no interest); and Nouvel's shareholder
17 loans have not been repaid.

18 234. Cross-Defendants engaged in their wrongful conduct with malice, oppression, or
19 fraud. Accordingly, Nouvel requests that punitive damages be awarded.

20 **SECOND CLAIM FOR RELIEF**

21 **Tortious Interference with Prospective Economic Advantage**

22 **(By Cross-Complainant Nouvel Against Cross-Defendants William B. Pitt, Mondo Bongo,**
23 **Roland Venturini, Gary Bradbury, Warren Grant, Miraval Studios, and Roes 1-10)**

24 235. Cross-Complainant Nouvel realleges and incorporates by reference each of
25 Paragraphs 1 through 222 as though fully set forth herein.

26 236. Nouvel has had and continues to have economic relations with Chateau Miraval
27 that are likely to yield future and continued benefits to Nouvel.

28 237. In 2009, Nouvel loaned money to Chateau Miraval through Quimicum to invest in

1 Chateau Miraval's business. Nouvel had an expectation of profit from this loan to Chateau
2 Miraval. Specifically, Nouvel expected that Chateau Miraval would undertake investments that
3 would increase Chateau Miraval's profits and enhance the value of its business. Nouvel
4 reasonably expected the millions of dollars it loaned to Chateau Miraval through Quimicum to be
5 repaid after Chateau Miraval's wine business became profitable. Instead, Pitt and his co-
6 conspirators have diverted the wine business' profits to their own purposes. Pitt and his co-
7 conspirators are directly and intentionally harming Nouvel by rendering a substantial portion of
8 Nouvel's assets in the form of its outstanding shareholder loans illiquid.

9 238. Nouvel has an expectation of profit based on its indirect 50% equity interest in
10 Chateau Miraval. Specifically, Nouvel acquired and maintains a 50% equity interest in Quimicum
11 in order to benefit from Quimicum's 100% ownership of Chateau Miraval and the success it has
12 enjoyed within the wine industry.

13 239. Cross-Defendants knew of these economic relations and the likelihood of continued
14 benefits to Nouvel. Pitt caused Mondo Bongo to enter into a similar financial arrangement with
15 Quimicum at the same time as Nouvel. Bradbury, Venturini, and Grant knew or were charged
16 with knowledge of such economic relations by virtue of their status as directors of Chateau
17 Miraval. All parties knew that Nouvel held a 50% indirect economic interest in Chateau Miraval
18 through its ownership of 50% of Quimicum.

19 240. Cross-Defendants intentionally engaged in actions designed to disrupt Nouvel's
20 continued economic relations with Chateau Miraval.

21 241. Pitt, Bradbury, Venturini, Grant, Mondo Bongo, and Miraval Studios worked
22 together to divert Chateau Miraval's resources to projects that lacked a legitimate business
23 purpose, including vanity projects for Pitt and renovations to benefit a company in which Mondo
24 Bongo holds a 40% ownership interest but Nouvel holds no direct interest. The misappropriation
25 of Chateau Miraval's assets was independently wrongful because Bradbury, Venturini, and Grant
26 each breached their duty to act in the best interest of Chateau Miraval to protect its assets and
27 because all parties acted in a faulty manner and caused harm to Chateau Miraval in violation of
28 French Civil Code Article 1240, which creates a broad tort cause of action for any faulty action

1 causing harm to another.

2 242. Pitt, Bradbury, Venturini, Grant, Mondo Bongo, and Miraval Studios worked
3 together to misappropriate Chateau Miraval's valuable intellectual property assets. The
4 misappropriation of Chateau Miraval's intellectual property was independently wrongful because
5 Cross-Defendants' registration of Chateau Miraval's intellectual property amounts to theft or
6 conversion of Chateau Miraval's assets, because Bradbury, Venturini, and Grant each breached
7 their duty to act in the best interest of Chateau Miraval to protect its intellectual property, and
8 because all parties acted in a faulty manner and caused harm to Chateau Miraval in violation of
9 French Civil Code Article 1240, which creates a broad tort cause of action for any faulty action
10 causing harm to another.

11 243. Pitt, Bradbury, Venturini, Grant, Mondo Bongo, and Miraval Studios prevented
12 Chateau Miraval from paying dividends to Quimicum that could be used to repay Nouvel's
13 shareholder loans by diverting Chateau Miraval's resources to projects that lacked a legitimate
14 business purpose. This conduct was independently wrongful because Bradbury, Venturini, and
15 Grant each breached their duty to act in the best interest of Chateau Miraval to protect its assets
16 and because all parties acted in a faulty manner and caused harm to Chateau Miraval in violation
17 of French Civil Code Article 1240, which creates a broad tort cause of action for any faulty action
18 causing harm to another.

19 244. Pitt, Bradbury, Venturini, Grant, Mondo Bongo, and Miraval Studios knew this
20 conduct was harmful to Nouvel.

21 245. Cross-Defendants did in fact disrupt the economic relationship between Nouvel and
22 Chateau Miraval because the economic benefits that accrued to Chateau Miraval from investments
23 funded by Nouvel's loan to it have not benefitted Nouvel but instead have been diverted away
24 from Nouvel and used for other purposes.

25 246. Cross-Defendants' conduct is the direct cause of these harms to Nouvel. Between
26 2013 and 2022, Miraval Provence has paid €45 million in dividends to Chateau Miraval. At the
27 same time, its trademarks increased in value with the success of Chateau Miraval's wines. Had
28 Cross-Defendants not misappropriated Chateau Miraval's assets, Chateau Miraval would have

1 retained control of its trademarks and would have paid dividends to Quimicum, which then would
2 have repaid Nouvel's shareholder loans and paid dividends to Nouvel. In addition, had Chateau
3 Miraval sold the misappropriated trademarks at fair market value, Chateau Miraval would have
4 had cash to pay dividends to Quimicum, which in turn would have repaid Nouvel's shareholder
5 loans and paid Nouvel dividends.

6 247. As a direct and proximate result of Cross-Defendants' wrongful conduct, Nouvel
7 has suffered damages in an amount to be proven at trial but estimated to be not less than \$350
8 million because, among other things, Chateau Miraval has not paid Quimicum any dividends, the
9 assets of Chateau Miraval have been diverted from it, including to benefit companies in which
10 Mondo Bongo holds an ownership interest (but in which Nouvel holds little or no interest);
11 Nouvel's economic interest in Chateau Miraval's valuable trademarks has been reduced; and
12 Nouvel's shareholder loans have not been repaid.

13 248. Cross-Defendants engaged in their wrongful conduct with malice, oppression, or
14 fraud. Accordingly, Nouvel requests that punitive damages be awarded.

15 **THIRD CLAIM FOR RELIEF**

16 **Tortious Interference with Prospective Economic Advantage**

17 **(By Cross-Complainant Nouvel Against Cross-Defendants Marc Perrin, Familles Perrin,**
18 **Miraval Provence)**

19 249. Cross-Complainant Nouvel realleges and incorporates by reference each of
20 Paragraphs 1 through 222 as though fully set forth herein.

21 250. Nouvel has had and continues to have economic relations with Chateau Miraval
22 that are likely to yield future and continued benefits to Nouvel.

23 251. In 2009, Nouvel loaned money to Chateau Miraval through Quimicum to invest in
24 Chateau Miraval's business. Nouvel had an expectation of profit from this loan to Chateau
25 Miraval. Specifically, Nouvel expected that Chateau Miraval would undertake investments that
26 would increase Chateau Miraval's profits and enhance the value of its business. Nouvel
27 reasonably expected the millions of dollars it loaned to Chateau Miraval through Quimicum to be
28 repaid after Chateau Miraval's wine business became profitable. Instead, Perrin Familles Perrin,

1 and Miraval Provence have diverted the wine business' profits to their own purposes. Perrin,
2 Familles Perrin, and Miraval Provence are directly and intentionally harming Nouvel by rendering
3 a substantial portion of Nouvel's assets in the form of its outstanding shareholder loans illiquid.

4 252. Nouvel has an expectation of profit based on its indirect 50% equity interest in
5 Chateau Miraval. Specifically, Nouvel acquired and maintains a 50% equity interest in Quimicum
6 in order to benefit from Quimicum's 100% ownership of Chateau Miraval and the success it has
7 enjoyed within the wine industry.

8 253. Nouvel's indirect 50% equity interest in Chateau Miraval also gave Nouvel an
9 expectation of profit from an appropriate control premium payable upon any sale or transfer of
10 control in Miraval Provence.

11 254. Cross-Defendants knew of these economic relations and the likelihood of continued
12 benefits to Nouvel. Perrin, Miraval Provence, and Familles Perrin knew from their involvement in
13 the Chateau Miraval business that Nouvel had loaned Chateau Miraval millions of dollars through
14 Quimicum. All parties knew that Nouvel held a 50% indirect economic interest in Chateau
15 Miraval through its ownership of 50% of Quimicum.

16 255. Cross-Defendants intentionally engaged in actions designed to disrupt Nouvel's
17 continued economic relations with Chateau Miraval.

18 256. Perrin, Familles Perrin, and Miraval Provence worked together to divert Chateau
19 Miraval's resources to projects that lacked a legitimate business purpose, including companies in
20 which Nouvel holds no interest. The misappropriation of Chateau Miraval's assets was
21 independently wrongful because Cross-Defendants acted in a faulty manner and caused harm to
22 Chateau Miraval in violation of French Civil Code Article 1240, which creates a broad tort cause
23 of action for any faulty action causing harm to another.

24 257. Perrin, Familles Perrin, and Miraval Provence worked together to misappropriate
25 Chateau Miraval's valuable intellectual property assets. The misappropriation of Chateau
26 Miraval's intellectual property was independently wrongful because Cross-Defendants'
27 registration of Chateau Miraval's intellectual property amounts to theft or conversion of Chateau
28 Miraval's assets and because Cross-Defendants acted in a faulty manner and caused harm to

1 Chateau Miraval in violation of French Civil Code Article 1240, which creates a broad tort cause
2 of action for any faulty action causing harm to another.

3 258. Perrin, Familles Perrin, and Miraval Provence prevented Chateau Miraval from
4 paying dividends to Quimicum that could be used to repay Nouvel's shareholder loans by
5 diverting Chateau Miraval's resources to projects that lacked a legitimate business purpose. This
6 conduct was independently wrongful because Cross-Defendants acted in a faulty manner and
7 caused harm to Chateau Miraval in violation of French Civil Code Article 1240, which creates a
8 broad tort cause of action for any faulty action causing harm to another.

9 259. Perrin, Familles Perrin, and Miraval Provence worked together to misappropriate
10 control over Miraval Provence while precluding Nouvel from receiving the 50% share in any
11 control premium to which Nouvel, as an indirect 50% owner of Chateau Miraval, is entitled. This
12 conduct was independently wrongful because Cross-Defendants acted in a faulty manner and
13 caused harm to Chateau Miraval in violation of French Civil Code Article 1240, which creates a
14 broad tort cause of action for any faulty action causing harm to another.

15 260. Perrin, Familles Perrin, and Miraval Provence knew this conduct was harmful to
16 Nouvel.

17 261. Cross-Defendants did in fact disrupt the economic relationship between Nouvel and
18 Chateau Miraval because the economic benefits that accrued to Chateau Miraval from investments
19 funded by Nouvel's loan to it have not benefitted Nouvel but instead have been diverted away
20 from Nouvel and used for other purposes.

21 262. Cross-Defendants' conduct is the direct cause of these harms to Nouvel. Between
22 2013 and 2022, Miraval Provence has paid €45 million in dividends to Chateau Miraval. At the
23 same time, its trademarks increased in value with the success of Chateau Miraval's wines. Had
24 Cross-Defendants not misappropriated Chateau Miraval's assets, Chateau Miraval would have
25 retained control of its trademarks and would have paid dividends to Quimicum, which then would
26 have repaid Nouvel's shareholder loans and paid dividends to Nouvel. In addition, had Chateau
27 Miraval sold the misappropriated trademarks at fair market value, Chateau Miraval would have
28 had cash to pay dividends to Quimicum, which in turn would have repaid Nouvel's shareholder

1 loans and paid Nouvel dividends.

2 263. As a direct and proximate result of Cross-Defendants' wrongful conduct, Nouvel
3 has suffered damages in an amount to be proven at trial but estimated to be not less than \$40
4 million because, among other things, Chateau Miraval has not paid Quimicum any dividends; the
5 assets of Chateau Miraval have been diverted from it, including to benefit companies in which
6 Mondo Bongo holds an ownership interest (but in which Nouvel holds little or no interest);
7 Nouvel's economic interest in Chateau Miraval's valuable trademarks has been reduced; control
8 over Miraval Provence has been transferred without the payment of a control premium in which
9 Nouvel has a 50% interest; and Nouvel's shareholder loans have not been repaid.

10 264. Cross-Defendants engaged in their wrongful conduct with malice, oppression, or
11 fraud. Accordingly, Nouvel requests that punitive damages be awarded.

12 **FOURTH CLAIM FOR RELIEF**

13 **Tortious Interference with Prospective Economic Advantage**

14 **(By Cross-Complainant Nouvel Against Cross-Defendants Petrichor, Vins et Domaines**
15 **Perrin, Le Domaine, and Distilleries de la Riviera)**

16 265. Cross-Complainant Nouvel realleges and incorporates by reference each of
17 Paragraphs 1 through 222 as though fully set forth herein.

18 266. Nouvel has had and continues to have economic relations with Chateau Miraval
19 that are likely to yield future and continued benefits to Nouvel.

20 267. In 2009, Nouvel loaned money to Chateau Miraval through Quimicum to invest in
21 Chateau Miraval's business. Nouvel had an expectation of profit from this loan to Chateau
22 Miraval. Specifically, Nouvel expected that Chateau Miraval would undertake investments that
23 would increase Chateau Miraval's profits and enhance the value of its business. Nouvel
24 reasonably expected the millions of dollars it loaned to Chateau Miraval through Quimicum to be
25 repaid after Chateau Miraval's wine business became profitable. Instead, Cross-Defendants have
26 diverted the wine business' profits to their own purposes. Cross-Defendants are directly and
27 intentionally harming Nouvel by rendering a substantial portion of Nouvel's assets in the form of
28 its outstanding shareholder loans illiquid.

1 268. Nouvel has an expectation of profit based on its indirect 50% equity interest in
2 Chateau Miraval. Specifically, Nouvel acquired and maintains a 50% equity interest in Quimicum
3 in order to benefit from Quimicum's 100% ownership of Chateau Miraval and the success it has
4 enjoyed within the wine industry.

5 269. Cross-Defendants knew of these economic relations and the likelihood of continued
6 benefits to Nouvel. Vins et Domaines Perrin knew of such economic relations because it was
7 formed by Perrin, and so charged with his knowledge. Petrichor, Le Domaine, and Distilleries de
8 la Riviera knew of such economic relations because they were formed, either directly or indirectly,
9 by Pitt and/or Mondo Bongo, and so are charged with his or its knowledge. All parties knew that
10 Nouvel held a 50% indirect economic interest in Chateau Miraval through its ownership of 50% of
11 Quimicum.

12 270. Cross-Defendants intentionally engaged in actions designed to disrupt Nouvel's
13 continued economic relations with Chateau Miraval.

14 271. Petrichor, Vins et Domaines Perrin, Le Domaine, and Distilleries de la Riviera
15 worked together to divert Chateau Miraval's resources to projects that lacked a legitimate business
16 purpose, including companies in which Nouvel holds no interest. The misappropriation of
17 Chateau Miraval's assets was independently wrongful because Cross-Defendants acted in a faulty
18 manner and caused harm to Chateau Miraval in violation of French Civil Code Article 1240,
19 which creates a broad tort cause of action for any faulty action causing harm to another.

20 272. Petrichor, Vins et Domaines Perrin, and Distilleries de la Riviera worked together
21 to misappropriate Chateau Miraval's valuable intellectual property assets. The misappropriation
22 of Chateau Miraval's intellectual property was independently wrongful because the Cross-
23 Defendants' registration of Chateau Miraval's intellectual property amounts to theft or conversion
24 of Chateau Miraval's assets and because Cross-Defendants acted in a faulty manner and caused
25 harm to Chateau Miraval in violation of French Civil Code Article 1240, which creates a broad
26 tort cause of action for any faulty action causing harm to another.

27 273. Petrichor, Vins et Domaines Perrin, and Distilleries de la Riviera prevented
28 Chateau Miraval from paying dividends to Quimicum that could be used to repay Nouvel's

1 shareholder loans by diverting Chateau Miraval's resources to projects that lacked a legitimate
2 business purpose. This conduct was independently wrongful because Cross-Defendants acted in a
3 faulty manner and caused harm to Chateau Miraval in violation of French Civil Code Article
4 1240, which creates a broad tort cause of action for any faulty action causing harm to another.

5 274. Petrichor, Vins et Domaines Perrin, and Distilleries de la Riviera knew this conduct
6 was harmful to Nouvel.

7 275. Cross-Defendants did in fact disrupt the economic relationship between Nouvel and
8 Chateau Miraval because the economic benefits that accrued to Chateau Miraval from investments
9 funded by Nouvel's loan to it have not benefitted Nouvel but instead have been diverted away
10 from Nouvel and used for other purposes.

11 276. Cross-Defendants' conduct is the direct cause of these harms to Nouvel. Between
12 2013 and 2022, Miraval Provence has paid €45 million in dividends to Chateau Miraval. At the
13 same time, its trademarks increased in value with the success of Chateau Miraval's wines. Had
14 Cross-Defendants not misappropriated Chateau Miraval's assets, Chateau Miraval would have
15 retained control of its trademarks and would have paid dividends to Quimicum, which then would
16 have repaid Nouvel's shareholder loans and paid dividends to Nouvel. In addition, had Chateau
17 Miraval sold the misappropriated trademarks at fair market value, Chateau Miraval would have
18 had cash to pay dividends to Quimicum, which in turn would have repaid Nouvel's shareholder
19 loans and paid Nouvel dividends.

20 277. As a direct and proximate result of Cross-Defendants' wrongful conduct, Nouvel
21 has suffered damages in an amount to be proven at trial but estimated to be not less than \$350
22 million because, among other things, Chateau Miraval has not paid Quimicum any dividends; the
23 assets of Chateau Miraval have been diverted from it, including to benefit companies in which
24 Mondo Bongo holds an ownership interest (but in which Nouvel holds little or no interest); and
25 Nouvel's shareholder loans have not been repaid.

26 278. Cross-Defendants engaged in their wrongful conduct with malice, oppression, or
27 fraud. Accordingly, Nouvel requests that punitive damages be awarded.

28

1 **FIFTH CLAIM FOR RELIEF**

2 **Tortious Interference with Prospective Economic Advantage**

3 **(By Cross-Complainant Nouvel Against Cross-Defendants William B. Pitt, Mondo Bongo,**
4 **Roland Venturini, Gary Bradbury, Warren Grant, Miraval Studios, Marc Perrin, Familles**
5 **Perrin, Miraval Provence, Petrichor, Vins et Domaines Perrin, Le Domaine, and Distilleries**
6 **de la Riviera, and Roes 1-10)**

7 279. Cross-Complainant Nouvel realleges and incorporates by reference each of
8 Paragraphs 1 through 222 as though fully set forth herein.

9 280. Nouvel has had and continues to have economic relations with Chateau Miraval
10 that are likely to yield future and continued benefits to Nouvel.

11 281. In 2009, Nouvel loaned money to Chateau Miraval through Quimicum to invest in
12 Chateau Miraval's business. Nouvel had an expectation of profit from this loan to Chateau
13 Miraval. Specifically, Nouvel expected that Chateau Miraval would undertake investments that
14 would increase Chateau Miraval's profits and enhance the value of its business. Nouvel
15 reasonably expected the millions of dollars it loaned to Chateau Miraval through Quimicum to be
16 repaid after Chateau Miraval's wine business became profitable. Instead, Pitt and his co-
17 conspirators have diverted the wine business' profits to their own purposes. Pitt and his co-
18 conspirators are directly and intentionally harming Nouvel by rendering a substantial portion of
19 Nouvel's assets in the form of its outstanding shareholder loans illiquid.

20 282. Cross-Defendants knew of these economic relations and the likelihood of continued
21 benefits to Nouvel. Pitt caused Mondo Bongo to enter into a similar financial arrangement with
22 Quimicum at the same time as Nouvel. Bradbury, Venturini, and Grant knew or were charged
23 with knowledge of such economic relations by virtue of their status as directors of Chateau
24 Miraval. Perrin, Miraval Provence, and Familles Perrin knew from their involvement in the
25 Chateau Miraval business that Nouvel had loaned Chateau Miraval millions of dollars through
26 Quimicum. Vins et Domaines Perrin knew of such economic relations because it was formed by
27 Perrin, and so charged with his knowledge. Miraval Studios, Petrichor, Le Domaine, and
28 Distilleries de la Riviera knew of such economic relations because they were formed, either

1 directly or indirectly, by Pitt and/or Mondo Bongo, and so are charged with his or its knowledge.

2 283. Cross-Defendants intentionally engaged in actions designed to disrupt Nouvel's
3 continued economic relations with Chateau Miraval.

4 284. Pitt, Bradbury, Venturini, Grant, Mondo Bongo, Miraval Studios, Perrin, Familles
5 Perrin, Miraval Provence, Petrichor, Vins et Domaines Perrin, Le Domaine, and Distilleries de la
6 Riviera worked together to divert Chateau Miraval's resources to projects that lacked a legitimate
7 business purpose, including vanity projects for Pitt, renovations to benefit a company in which
8 Mondo Bongo holds a 40% ownership interest but Nouvel holds no direct interest, and companies
9 in which Nouvel holds no interest. The misappropriation of Chateau Miraval's assets was
10 independently wrongful because the Cross-Defendants' registration of Chateau Miraval's
11 intellectual property amounts to theft or conversion of Chateau Miraval's assets and because
12 Bradbury, Venturini, and Grant each breached their duty to act in the best interest of Chateau
13 Miraval to protect its assets and because all parties acted in a faulty manner and caused harm to
14 Chateau Miraval in violation of French Civil Code Article 1240, which creates a broad tort cause
15 of action for any faulty action causing harm to another.

16 285. Pitt, Bradbury, Venturini, Grant, Mondo Bongo, Miraval Studios, Perrin, Familles
17 Perrin, Miraval Provence, Petrichor, Vins et Domaines Perrin, Le Domaine, and Distilleries de la
18 Riviera prevented Chateau Miraval from paying dividends to Quimicum that could be used to
19 repay Nouvel's shareholder loans by diverting Chateau Miraval's resources to projects that lacked
20 a legitimate business purpose. This conduct was independently wrongful because Bradbury,
21 Venturini, and Grant each breached their duty to act in the best interest of Chateau Miraval to
22 protect its assets and because all parties acted in a faulty manner and caused harm to Chateau
23 Miraval in violation of French Civil Code Article 1240, which creates a broad tort cause of action
24 for any faulty action causing harm to another.

25 286. Pitt, Bradbury, Venturini, Grant, Mondo Bongo, Miraval Studios, Perrin, Familles
26 Perrin, Miraval Provence, Petrichor, Vins et Domaines Perrin, Le Domaine, and Distilleries de la
27 Riviera knew this conduct was harmful to Nouvel.

28 287. Cross-Defendants did in fact disrupt the economic relationship between Nouvel and

1 Chateau Miraval because the economic benefits that accrued to Chateau Miraval from investments
2 funded by Nouvel’s loan to it have not benefitted Nouvel but instead have been diverted away
3 from Nouvel and used for other purposes.

4 288. Cross-Defendants’ conduct is the direct cause of these harms to Nouvel. Between
5 2013 and 2022, Miraval Provence has paid €45 million in dividends to Chateau Miraval. Had
6 Cross-Defendants not misappropriated Chateau Miraval’s assets, Chateau Miraval would have
7 paid dividends to Quimicum, which then would have repaid Nouvel’s shareholder loans and paid
8 dividends to Nouvel. In addition, had Chateau Miraval sold the misappropriated trademarks at fair
9 market value, Chateau Miraval would have had cash to pay dividends to Quimicum, which in turn
10 would have repaid Nouvel’s shareholder loans and paid Nouvel dividends.

11 289. As a direct and proximate result of Cross-Defendants’ wrongful conduct, Nouvel
12 has suffered damages in an amount to be proven at trial but estimated to be not less than \$40
13 million because, among other things, Chateau Miraval has not paid Quimicum any dividends; the
14 assets of Chateau Miraval have been diverted from it, including to benefit companies in which
15 Mondo Bongo holds an ownership interest (but in which Nouvel holds little or no interest); and
16 Nouvel’s shareholder loans have not been repaid.

17 290. Cross-Defendants engaged in their wrongful conduct with malice, oppression, or
18 fraud. Accordingly, Nouvel requests that punitive damages be awarded.

19 **SIXTH CLAIM FOR RELIEF**

20 **Breach of Duty of Good Faith in Luxembourg Law**

21 **(By Cross-Complainant Nouvel Against Cross-Defendant Mondo Bongo)**

22 291. Cross-Complainant Nouvel realleges and incorporates by reference each of
23 Paragraphs 1 through 222 as though fully set forth herein.

24 292. Quimicum is incorporated under the laws of Luxembourg.

25 293. Mondo Bongo and Nouvel are parties to the Quimicum Articles.

26 294. The Quimicum Articles set forth certain powers, rights and duties, providing,
27 among other things:

28 a. “The Company is managed by one or several directors (*gérants*).”

1 (§ 6.1.1.)

- 2 b. “All powers not expressly reserved by Law or the present Articles to
3 the general meeting of shareholders fall within the competence of
4 the sole director (*gérant*), or in case of plurality of directors
5 (*gérants*), of the board of directors (*conseil de gérance*).” (§ 6.2.1.)
- 6 c. “In dealing with third parties as well as in judicial proceedings, the
7 sole director (*gérant*), or in case of plurality of directors (*gérants*),
8 the board of directors (*conseil de gérance*) will have all powers to
9 act in the name of the Company in all circumstances and to carry out
10 and approve all acts and operations consistent with the Company’s
11 objects.” (§ 6.3.1.)
- 12 d. “In case of plurality of shareholders, each shareholder may take part
13 in collective decisions irrespectively of the number of shares (*parts*
14 *sociales*) he owns. Each shareholder has a number of votes equal to
15 the number of shares (*parts sociales*) held by him.” (§ 7.2.)
- 16 e. “Collective decisions are only validly taken insofar as shareholders
17 owning more than half of the share capital adopt them provided that
18 in case such majority is not met, the shareholders may be
19 reconvened or consulted again in writing by registered letter and the
20 decisions will be validly taken by the majority of the votes cast
21 irrespectively of the portion of share capital represented.” (§ 7.3.)
- 22 f. “Except where otherwise provided for in these Articles, each share
23 (*part sociale*) entitles [the holder] to a fraction of the corporate
24 assets and profits of the Company in direct proportion to the number
25 of shares (*parts sociales*) in existence.” (§ 11.3.)

26 295. Nouvel has performed, and continues to perform, all conditions, covenants, and
27 promises required to be performed under the Quimicum Articles.

28 296. Under Luxembourg law, Mondo Bongo is required to perform the Quimicum

1 Articles in good faith. As part of this obligation of good faith, Mondo Bongo has a duty of loyalty
2 toward Nouvel, which requires it to provide Nouvel with accurate information, to cooperate in the
3 performance of the Quimicum Articles, and to refrain from behavior that would deprive Nouvel of
4 the normal benefits of the Quimicum Articles.

5 297. Mondo Bongo breached this duty by refusing, in the face of repeated requests by
6 Nouvel, to provide Nouvel with information about business and investment decisions made at
7 Quimicum's subsidiary, Chateau Miraval. Quimicum's sole asset is Chateau Miraval, and
8 Quimicum's appointed directors have the power to supervise Chateau Miraval, including by
9 removing Chateau Miraval's directors. As an indirect shareholder of Chateau Miraval, Mondo
10 Bongo has no greater right of access to information about Chateau Miraval than Nouvel. Yet
11 Mondo Bongo, but not Nouvel, has access to information about the business and investment
12 decisions of Chateau Miraval. Because Mondo Bongo and Nouvel have the same right of access
13 to information about Chateau Miraval, Mondo Bongo must provide that information to Nouvel to
14 maintain parity of information. By denying Nouvel access to information about business and
15 investment decisions at Chateau Miraval, Mondo Bongo has denied Nouvel access to information
16 relevant to the performance of the Quimicum Articles and to Nouvel's decisions concerning how
17 to vote at shareholder meetings.

18 298. Mondo Bongo also breached this duty by refusing to cooperate in the performance
19 of the Quimicum Articles. Among other things, Mondo Bongo imposed a shareholder deadlock at
20 Quimicum to prevent Quimicum from functioning properly and rejected all of Nouvel's
21 reasonable proposals for equal representation on the Quimicum board and for the appointment of a
22 balanced board plus one independent director. Mondo Bongo has refused to cooperate with
23 Nouvel and has completely disregarded Nouvel's legitimate interests and the parties' shared
24 interest in Quimicum functioning properly by repeatedly voting to perpetuate the shareholder
25 deadlock. Mondo Bongo has consciously disregarded Nouvel's rights and has subjected Nouvel
26 to cruel and unjust hardship by voting to render Quimicum incapable of supervising Chateau
27 Miraval, Nouvel's sole investment.

28 299. Mondo Bongo also breached this duty by engaging in behavior that deprives

1 Nouvel of the normal benefits of the Quimicum Articles. In particular:

- 2 a. After Quimicum’s sole director resigned in 2020, Mondo Bongo has
3 prevented Quimicum from having a valid board. Since that time,
4 Quimicum has had no agents who can manage the company and
5 exercise the powers delegated to them pursuant to Article VI of the
6 Quimicum Articles, including the power to supervise Quimicum’s
7 subsidiary, Chateau Miraval. Accordingly, Quimicum has been
8 unable to participate in shareholder meetings of Chateau Miraval or
9 to elect new directors to Chateau Miraval’s board, despite owning
10 all of Chateau Miraval’s share capital;
- 11 b. Because of Mondo Bongo’s actions in imposing a shareholder
12 deadlock, Nouvel has been prevented from effectively taking part in
13 collective decisions of Quimicum and effectively exercising voting
14 rights in proportion to its share ownership; and
- 15 c. While exercising *de facto* control over Chateau Miraval, Mondo
16 Bongo has caused Chateau Miraval’s funds and assets to be
17 misappropriated, including to benefit companies in which Mondo
18 Bongo holds an ownership interest (but in which Nouvel holds little
19 or no interest), thereby benefiting Mondo Bongo at Nouvel’s
20 expense, disrupting Nouvel’s right to a proportionate share of the
21 assets and profits of the company, and preventing the repayment of
22 Nouvel’s shareholder loan to Chateau Miraval through Quimicum.

23 300. Mondo Bongo’s imposition of a shareholder deadlock at Quimicum that has left
24 Quimicum without any directors capable of supervising Chateau Miraval is the direct cause of
25 these harms to Nouvel. Quimicum can act only through its directors, yet Mondo Bongo’s conduct
26 has left Quimicum with no director since 2021, rendering Quimicum unable to act to supervise
27 Chateau Miraval. Under Luxembourg law, directors have an obligation to manage a company’s
28 affairs. Any reasonable director made aware of the conduct of Pitt, Perrin, and their co-

1 conspirators to drain value from Quimicum's sole asset, Chateau Miraval, would have taken steps
2 to protect that asset and to ensure that Nouvel receives information concerning Quimicum on a co-
3 equal basis with its other 50% co-owner, Mondo Bongo. Under Chateau Miraval's bylaws,
4 Chateau Miraval's directors can be removed by its shareholders. Because Quimicum is the
5 controlling shareholder of Chateau Miraval, any reasonable director of Quimicum would have
6 removed Chateau Miraval's directors in thrall to Pitt who allowed the misappropriation of Chateau
7 Miraval's assets and replaced them with directors who would defend and protect Chateau
8 Miraval's assets.

9 301. Mondo Bongo undertook these actions recklessly, wantonly or with the express
10 intent to injure Nouvel. That Mondo Bongo acted recklessly, wantonly or with the express intent
11 to injure Nouvel is demonstrated by its rejection of all of Nouvel's reasonable proposals for equal
12 representation on the Quimicum board and for the appointment of a balanced board plus one
13 independent director. It is also demonstrated by Mondo Bongo's willingness to deprive
14 Quimicum of agents who can manage the company and exercise the powers delegated to them
15 pursuant to Article VI of the Quimicum Articles, including the power to supervise Quimicum's
16 subsidiary, Chateau Miraval.

17 302. As a direct and proximate result of Mondo Bongo's wrongful conduct, Nouvel has
18 suffered damages in an amount to be proven at trial but estimated to be not less than \$350 million
19 because as a result of Quimicum's inability to act, among other things, Nouvel is being blocked
20 from receiving information about, and participating in the governance of, Quimicum on a co-equal
21 basis; Chateau Miraval has not paid Quimicum any dividends; the assets of Chateau Miraval have
22 been diverted from it, including to benefit companies in which Mondo Bongo holds an ownership
23 interest (but in which Nouvel holds little or no interest); and Nouvel's shareholder loans have not
24 been repaid.

25 **SEVENTH CLAIM FOR RELIEF**

26 **Trespass to Chattels**

27 **(By Cross-Complainant Nouvel Against Cross-Defendants William B. Pitt, Mondo Bongo,**
28 **Marc Perrin, Familles Perrin, Miraval Provence, Roland Venturini, Gary Bradbury,**

1 **Warren Grant, Petrichor, Vins et Domaines Perrin, Miraval Studios, Le Domaine,**
2 **Distilleries de la Riviera and Roes 1-10)**

3 303. Cross-Complainant Nouvel realleges and incorporates by reference each of
4 Paragraphs 1 through 222 as though fully set forth herein.

5 304. Nouvel owns shares in Quimicum.

6 305. Cross-Defendants' actions devalued Nouvel's shares and intermeddled with the
7 quality of those shares by interfering with Nouvel's rights as a shareholder of Quimicum and
8 stripping Quimicum of the economic benefits of its investments.

9 306. Cross-Defendants intermeddled with the quality or value of Nouvel's Quimicum
10 shares by preventing Nouvel from effectively exercising its shareholder rights because they
11 encouraged and worked with Mondo Bongo to impose a shareholder deadlock at Quimicum to
12 prevent Quimicum from functioning properly. Because of the shareholder deadlock, Nouvel has
13 been prevented from effectively taking part in collective decisions of Quimicum and effectively
14 exercising voting rights in proportion to its share ownership in breach of, among other provisions,
15 Quimicum Article 7.2, which provides that "each shareholder may take part in collective decisions
16 irrespectively of the number of shares (*parts sociales*) he owns". Cross-Defendants have caused a
17 functional disruption to Nouvel's Quimicum shares by systematically opposing all resolutions put
18 forward by Nouvel, thereby nullifying the utility of the franchise right inherent in Nouvel's
19 Quimicum shares.

20 307. Cross-Defendants' actions also intermeddled with the quality or value of Nouvel's
21 Quimicum shares by diverting Chateau Miraval's funds to projects that lacked a legitimate
22 business purpose, including vanity projects for Pitt and the use of Chateau Miraval's assets to
23 benefit companies in which Mondo Bongo holds an ownership interest (but in which Nouvel holds
24 little or no interest), and causing Miraval Provence to misappropriate Chateau Miraval's valuable
25 assets. That stripping of assets and wasting of funds has intermeddled with the value of Nouvel's
26 Quimicum shares because it has reduced the value of Quimicum's sole asset, Chateau Miraval,
27 and because the profits that Quimicum is entitled to receive from it, thereby disrupting Nouvel's
28 right to a proportionate share of the assets and profits of the company.

1 administrative dissolution without liquidation, which would have dramatic consequences because
2 Quimicum owns Chateau Miraval, which in turn owns the Chateau Miraval estate in France.
3 Mondo Bongo's votes against Nouvel's proposals are not mere disputes about how to run the
4 business; they threaten the very existence of Quimicum.

5 317. Mondo Bongo has voted against Nouvel's proposals to appoint a functional board
6 of directors at Quimicum because it is in Mondo Bongo's own interest to render Quimicum
7 inactive. As long as Quimicum cannot properly supervise Chateau Miraval, Mondo Bongo can
8 continue to create and to profit from companies in which it holds an interest (but in which Nouvel
9 holds little or no interest) that use the Miraval name and appropriate Chateau Miraval's assets
10 without proper compensation, thereby draining Quimicum's only asset of value. Mondo Bongo
11 has voted against Nouvel's proposals to appoint a functional board at Quimicum to further its own
12 personal interest at the expense of the interest of Quimicum as a whole.

13 318. Pitt, Mondo Bongo, and their co-conspirators intervened in the normal functioning
14 of the Quimicum shareholder franchise by causing Mondo Bongo to impose a shareholder
15 deadlock at Quimicum. That deadlock has left Quimicum without any directors capable of
16 supervising Chateau Miraval, which is the direct cause of these harms to Nouvel. Quimicum can
17 act only through its directors, yet Mondo Bongo's conduct has left Quimicum with no director
18 since 2021, rendering Quimicum unable to act to supervise Chateau Miraval. Under Luxembourg
19 law, directors have an obligation to manage a company's affairs. Any reasonable director made
20 aware of the conduct of Pitt, Perrin, and their co-conspirators to drain value from Quimicum's sole
21 asset, Chateau Miraval, would have taken steps to protect that asset and to ensure that Nouvel
22 receives information concerning Quimicum on a co-equal basis with its other 50% co-owner.
23 Under Chateau Miraval's bylaws, Chateau Miraval's directors can be removed by its shareholders.
24 Because Quimicum is the controlling shareholder of Chateau Miraval, any reasonable director of
25 Quimicum would have removed Chateau Miraval's directors in thrall to Pitt who allowed the
26 misappropriation of Chateau Miraval's assets, including to benefit companies in which Mondo
27 Bongo holds an ownership interest (but in which Nouvel holds little or no interest), and replaced
28 them with directors who would defend and protect Chateau Miraval's assets.

1 the general meeting of shareholders fall within the competence of
2 the sole director (*gérant*), or in case of plurality of directors
3 (*gérants*), of the board of directors (*conseil de gérance*).” (§ 6.2.1.)

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

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

14 e. “Collective decisions are only validly taken insofar as shareholders
15 owning more than half of the share capital adopt them provided that
16 in case such majority is not met, the shareholders may be
17 reconvened or consulted again in writing by registered letter and the
18 decisions will be validly taken by the majority of the votes cast
19 irrespectively of the portion of share capital represented.” (§ 7.3.)

20 f. “Except where otherwise provided for in these Articles, each share
21 (*part sociale*) entitles [the holder] to a fraction of the corporate
22 assets and profits of the Company in direct proportion to the number
23 of shares (*parts sociales*) in existence.” (§ 11.3.)

24 325. Bradbury, Venturini, Perrin, Familles Perrin, Miraval Provence, and Grant were all
25 aware of the Quimicum Articles.

26 326. Pitt tortiously interfered with these provisions of the Quimicum Articles as set forth
27 in paragraphs 223 through 234 above.

28 327. Bradbury, Venturini, Perrin, Familles Perrin, Miraval Provence, and Grant gave

1 substantial assistance to Pitt’s actions to impose a shareholder deadlock at Quimicum to prevent
2 Quimicum from functioning properly. Among other things, they intentionally and in bad faith:

- 3 a. Substantially assisted Pitt to prevent the election of Quimicum
4 directors empowered to manage the Company and to exercise the
5 powers delegated to them pursuant to Article VI of the Quimicum
6 Articles, including the power to supervise Quimicum’s subsidiary,
7 Chateau Miraval;
- 8 b. Substantially assisted Pitt to impose a shareholder deadlock to
9 prevent Nouvel from effectively taking part in collective decisions
10 of Quimicum and effectively exercising voting rights in proportion
11 to its share ownership, including by rejecting all of Nouvel’s
12 reasonable proposals for equal representation on the Quimicum
13 board and for the appointment of a balanced board plus one
14 independent director, all in breach of, among other provisions,
15 Quimicum Article 7.2, which provides that “each shareholder may
16 take part in collective decisions irrespectively of the number of
17 shares (*parts sociales*) he owns”; and
- 18 c. Substantially assisted Pitt in preventing Nouvel from enjoying the
19 repayment of its shareholder loans to Quimicum by misusing and
20 misappropriating assets belonging indirectly to Quimicum through
21 its subsidiary, Chateau Miraval, and by causing Chateau Miraval to
22 refuse to pay dividends to Quimicum.

23 328. Cross-Defendants made a conscious decision to participate in Pitt’s wrongful
24 conduct and had actual knowledge of Pitt’s disruption of the contractual relationship among
25 Nouvel, Mondo Bongo and Quimicum, as set forth in the Quimicum Articles, and the normal
26 performance of those articles.

27 329. As a direct and proximate result of Cross-Defendants’ wrongful conduct, Nouvel
28 has suffered damages in an amount to be proven at trial but estimated to be not less than \$350

1 million because, among other things, as a result of Quimicum's inability to act, Nouvel is being
2 blocked from receiving information about, and participating in the governance of, Quimicum on a
3 co-equal basis; Chateau Miraval has not paid Quimicum any dividends; the assets of Chateau
4 Miraval have been diverted from it, including to benefit companies in which Mondo Bongo holds
5 an ownership interest (but in which Nouvel holds little or no interest); and Nouvel's shareholder
6 loans have not been repaid.

7 330. Cross-Defendants engaged in their wrongful conduct with malice, oppression, or
8 fraud. Accordingly, Nouvel requests that punitive damages be awarded.

9 **TENTH CLAIM FOR RELIEF**

10 **In the Alternative, Aiding and Abetting Tortious Interference with Prospective Economic**
11 **Advantage**

12 **(By Cross-Complainant Nouvel Against Cross-Defendants Marc Perrin, Familles Perrin,**
13 **Miraval Provence, Roland Venturini, Gary Bradbury, Warren Grant, Petrichor, Vins et**
14 **Domaines Perrin, Miraval Studios, Le Domaine, Distilleries de la Riviera, and Roes 1-10)**

15 331. Cross-Complainant Nouvel realleges and incorporates by reference each of
16 Paragraphs 1 through 222 as though fully set forth herein.

17 332. Nouvel has had and continues to have economic relations with Chateau Miraval
18 that are likely to yield future and continued benefits to Nouvel.

19 333. In 2009, Nouvel loaned money to Chateau Miraval through Quimicum to invest in
20 Chateau Miraval's business. Nouvel had an expectation of profit from this loan to Chateau
21 Miraval. Specifically, Nouvel expected that Chateau Miraval would undertake investments that
22 would increase Chateau Miraval's profits and enhance the value of its business. Nouvel
23 reasonably expected the millions of dollars it loaned to Chateau Miraval through Quimicum to be
24 repaid after Chateau Miraval's wine business became profitable. Instead, Pitt and his co-
25 conspirators have diverted the wine business' profits to their own purposes. Pitt and his co-
26 conspirators are directly and intentionally harming Nouvel by rendering a substantial portion of
27 Nouvel's assets in the form of its outstanding shareholder loans illiquid.

28 334. Nouvel has an expectation of profit based on its indirect 50% equity interest in

1 Chateau Miraval. Specifically, Nouvel acquired and maintains a 50% equity interest in Quimicum
2 in order to benefit from Quimicum's 100% ownership of Chateau Miraval and the success it has
3 enjoyed within the wine industry.

4 335. Cross-Defendants knew of these economic relations and the likelihood of continued
5 benefits to Nouvel. Bradbury, Venturini, and Grant knew or were charged with knowledge of
6 such economic relations by virtue of their status as directors of Chateau Miraval. Perrin, Miraval
7 Provence, and Familles Perrin knew from their involvement in the Chateau Miraval business that
8 Nouvel had loaned Chateau Miraval millions of dollars through Quimicum. All parties knew that
9 Nouvel held a 50% indirect economic interest in Chateau Miraval through its ownership of 50% of
10 Quimicum.

11 336. Pitt and Mondo Bongo tortiously interfered with Nouvel's economic relationship
12 with Chateau Miraval as set forth in paragraphs 235 through 248 above.

13 337. Cross-Defendants gave substantial assistance to Pitt's and Mondo Bongo's actions
14 to disrupt Nouvel's continued economic relations with Chateau Miraval.

15 338. Bradbury, Venturini, Perrin, Familles Perrin, Miraval Provence, Grant, Petrichor,
16 Vins et Domaines Perrin, Miraval Studios, Le Domaine, and Distilleries de la Riviera gave
17 substantial assistance to Pitt's and Mongo Bongo's scheme to divert Chateau Miraval's resources
18 to projects that lacked a legitimate business purpose, including vanity projects for Pitt and the use
19 of Chateau Miraval's assets to benefit companies in which Mondo Bongo holds an ownership
20 interest (but in which Nouvel holds little or no interest). The misappropriation of Chateau
21 Miraval's assets was independently wrongful because Bradbury, Venturini, and Grant each
22 breached their duty to act in the best interest of Chateau Miraval to protect its assets and because
23 all parties acted in a faulty manner and caused harm to Chateau Miraval in violation of French
24 Civil Code Article 1240, which creates a broad tort cause of action for any faulty action causing
25 harm to another.

26 339. Bradbury, Venturini, Perrin, Familles Perrin, Miraval Provence, Grant, Petrichor,
27 Vins et Domaines Perrin, Miraval Studios, Le Domaine, and Distilleries de la Riviera gave
28 substantial assistance to Pitt's and Mondo Bongo's scheme to misappropriate Chateau Miraval's

1 valuable intellectual property assets. The misappropriation of Chateau Miraval's intellectual
2 property was independently wrongful because Cross-Defendants' registration of Chateau
3 Miraval's intellectual property amounts to theft or conversion of Chateau Miraval's assets,
4 because Bradbury, Venturini, and Grant each breached their duty to act in the best interest of
5 Chateau Miraval to protect its intellectual property and because all parties acted in a faulty manner
6 and caused harm to Chateau Miraval in violation of French Civil Code Article 1240, which creates
7 a broad tort cause of action for any faulty action causing harm to another.

8 340. Bradbury, Venturini, Grant, Miraval Studios, Perrin, Familles Perrin, Miraval
9 Provence, Petrichor, Vins et Domaines Perrin, Le Domaine, and Distilleries de la Riviera gave
10 substantial assistance to Pitt's and Mondo Bongo's scheme to prevent Miraval from paying
11 dividends to Quimicum that could be used to repay Nouvel's shareholder loans by diverting
12 Chateau Miraval's resources to projects that lacked a legitimate business purpose. This conduct
13 was independently wrongful because Bradbury, Venturini, and Grant each breached their duty to
14 act in the best interest of Chateau Miraval to protect its assets and because all parties acted in a
15 faulty manner and caused harm to Chateau Miraval in violation of French Civil Code Article
16 1240, which creates a broad tort cause of action for any faulty action causing harm to another.

17 341. They knew this conduct was harmful to Nouvel.

18 342. Cross-Defendants did in fact disrupt the economic relationship between Nouvel and
19 Chateau Miraval because the economic benefits that accrued to Chateau Miraval from investments
20 funded by Nouvel's loan to it have not benefitted Nouvel but instead have been diverted away
21 from Nouvel and used for other purposes.

22 343. Cross-Defendants made a conscious decision to participate in Pitt's and Mondo
23 Bongo's wrongful conduct and had actual knowledge of Pitt's and Mondo Bongo's disruption of
24 the economic relationship between Nouvel and Chateau Miraval.

25 344. Cross-Defendants' conduct is the direct cause of these harms to Nouvel. Between
26 2013 and 2022, Miraval Provence has paid €45 million in dividends to Chateau Miraval. At the
27 same time, its trademarks increased in value with the success of Chateau Miraval's wines. Had
28 Cross-Defendants not misappropriated Chateau Miraval's assets, Chateau Miraval would have

1 retained control of its trademarks and would have paid dividends to Quimicum, which then would
2 have repaid Nouvel's shareholder loans and paid dividends to Nouvel. In addition, had Chateau
3 Miraval sold the misappropriated trademarks at fair market value, Chateau Miraval would have
4 had cash to pay dividends to Quimicum, which in turn would have repaid Nouvel's shareholder
5 loans and paid Nouvel dividends.

6 345. As a direct and proximate result of Cross-Defendants' wrongful conduct, Nouvel
7 has suffered damages in an amount to be proven at trial but estimated to be not less than \$350
8 million because, among other things, Chateau Miraval has not paid Quimicum any dividends; the
9 assets of Chateau Miraval have been diverted from it, including to benefit companies in which
10 Mondo Bongo holds an ownership interest (but in which Nouvel holds little or no interest);
11 Nouvel's economic interest in Chateau Miraval's valuable trademarks has been reduced; and
12 Nouvel's shareholder loans have not been repaid.

13 346. Cross-Defendants engaged in their wrongful conduct with malice, oppression, or
14 fraud. Accordingly, Nouvel requests that punitive damages be awarded.

15 **ELEVENTH CLAIM FOR RELIEF**

16 **Civil Conspiracy To Tortiously Interfere with Prospective Economic Advantage** 17 **(Cross-Complainant Nouvel Against Cross-Defendants Marc Perrin, Familles Perrin,** 18 **Miraval Provence, Roland Venturini, Gary Bradbury, Warren Grant, Petrichor, Vins et** 19 **Domaines Perrin, Miraval Studios, Le Domaine, Distilleries de la Riviera, and Roes 1-10)**

20 347. Cross-Complainant Nouvel realleges and incorporates by reference each of
21 Paragraphs 1 through 222 as though fully set forth herein.

22 348. Nouvel has had and continues to have economic relations with Chateau Miraval
23 that are likely to yield future and continued benefits to Nouvel.

24 349. In 2009, Nouvel loaned money to Chateau Miraval through Quimicum to invest in
25 Chateau Miraval's business. Nouvel had an expectation of profit from this loan to Chateau
26 Miraval. Specifically, Nouvel expected that Chateau Miraval would undertake investments that
27 would increase Chateau Miraval's profits and enhance the value of its business. Nouvel
28 reasonably expected the millions of dollars it loaned to Chateau Miraval through Quimicum to be

1 repaid after Chateau Miraval's wine business became profitable. Instead, Pitt and his co-
2 conspirators have diverted the wine business' profits to their own purposes. Pitt and his co-
3 conspirators are directly and intentionally harming Nouvel by rendering a substantial portion of
4 Nouvel's assets in the form of its outstanding shareholder loans illiquid.

5 350. Nouvel has an expectation of profit based on its indirect 50% equity interest in
6 Chateau Miraval. Specifically, Nouvel acquired and maintains a 50% equity interest in Quimicum
7 in order to benefit from Quimicum's 100% ownership of Chateau Miraval and the success it has
8 enjoyed within the wine industry.

9 351. Cross-Defendants knew of these economic relations and the likelihood of continued
10 benefits to Nouvel. Pitt caused Mondo Bongo to enter into a similar financial arrangement with
11 Quimicum at the same time as Nouvel. Bradbury, Venturini, and Grant knew or were charged
12 with knowledge of such economic relations by virtue of their status as directors of Chateau
13 Miraval. Perrin, Miraval Provence, and Familles Perrin knew from their involvement in the
14 Chateau Miraval business that Nouvel had loaned Chateau Miraval millions of dollars through
15 Quimicum. Vins et Domaines Perrin knew of such economic relations because it was formed by
16 Perrin, and so charged with his knowledge. Miraval Studios, Petrichor, Le Domaine, and
17 Distilleries de la Riviera knew of such economic relations because they were formed, either
18 directly or indirectly, by Pitt and/or Mondo Bongo, and so are charged with his or its knowledge.
19 All parties knew that Nouvel held a 50% indirect economic interest in Chateau Miraval through its
20 ownership of 50% of Quimicum.

21 352. Cross Defendants formed and operated a conspiracy to disrupt Nouvel's continued
22 economic relations with Chateau Miraval.

23 353. Cross-Defendants intentionally engaged in actions in furtherance of the conspiracy
24 to disrupt Nouvel's continued economic relations with Chateau Miraval.

25 354. Pitt, Bradbury, Venturini, Perrin, Familles Perrin, Miraval Provence, Grant,
26 Petrichor, Vins et Domaines Perrin, Miraval Studios, Le Domaine, and Distilleries de la Riviera
27 worked together to divert Chateau Miraval's resources to projects that lacked a legitimate business
28 purpose, including vanity projects for Pitt and the use of Chateau Miraval's assets to benefit

1 companies in which Mondo Bongo holds an ownership interest (but in which Nouvel holds little
2 or no interest). The misappropriation of Chateau Miraval's assets was independently wrongful
3 because Bradbury, Venturini, and Grant each breached their duty to act in the best interest of
4 Chateau Miraval to protect its assets and because all parties acted in a faulty manner and caused
5 harm to Chateau Miraval in violation of French Civil Code Article 1240, which creates a broad
6 tort cause of action for any faulty action causing harm to another.

7 355. Pitt, Bradbury, Venturini, Perrin, Familles Perrin, Miraval Provence, Grant,
8 Petrichor, Vins et Domaines Perrin, Miraval Studios, Le Domaine, and Distilleries de la Riviera
9 worked together to misappropriate Chateau Miraval's valuable intellectual property assets. The
10 misappropriation of Chateau Miraval's intellectual property was independently wrongful because
11 Cross-Defendants' registration of Chateau Miraval's intellectual property amounts to theft or
12 conversion of Chateau Miraval's assets, because Bradbury, Venturini, and Grant each breached
13 their duty to act in the best interest of Chateau Miraval to protect its intellectual property and
14 because all parties acted in a faulty manner and caused harm to Chateau Miraval in violation of
15 French Civil Code Article 1240, which creates a broad tort cause of action for any faulty action
16 causing harm to another.

17 356. Pitt, Bradbury, Venturini, Grant, Miraval Studios, Perrin, Familles Perrin, Miraval
18 Provence, Petrichor, Vins et Domaines Perrin, Le Domaine, and Distilleries de la Riviera
19 prevented Chateau Miraval from paying dividends to Quimicum that could be used to repay
20 Nouvel's shareholder loans by diverting Chateau Miraval's resources to projects that lacked a
21 legitimate business purpose. This conduct was independently wrongful because Bradbury,
22 Venturini, and Grant each breached their duty to act in the best interest of Chateau Miraval to
23 protect its assets and because all parties acted in a faulty manner and caused harm to Chateau
24 Miraval in violation of French Civil Code Article 1240, which creates a broad tort cause of action
25 for any faulty action causing harm to another.

26 357. Pitt, Bradbury, Venturini, Grant, Miraval Studios, Perrin, Familles Perrin, Miraval
27 Provence, Petrichor, Vins et Domaines Perrin, Le Domaine, and Distilleries de la Riviera knew
28 this conduct was harmful to Nouvel.

1 358. Cross-Defendants did in fact disrupt the economic relationship between Nouvel and
2 Chateau Miraval because the economic benefits that accrued to Chateau Miraval from investments
3 funded by Nouvel’s loan to it have not benefitted Nouvel but instead have been diverted away
4 from Nouvel and used for other purposes.

5 359. Cross-Defendants’ actions done in furtherance of the conspiracy damaged Nouvel
6 because the economic benefits that accrued to Chateau Miraval from investments funded by
7 Nouvel’s loan to it have not benefitted Nouvel but instead have been diverted away from Nouvel
8 and used for other purposes.

9 360. Cross-Defendants’ conduct is the direct cause of these harms to Nouvel. Between
10 2013 and 2022, Miraval Provence has paid €45 million in dividends to Chateau Miraval. At the
11 same time, its trademarks increased in value with the success of Chateau Miraval’s wines. Had
12 Cross-Defendants not misappropriated Chateau Miraval’s assets, Chateau Miraval would have
13 retained control of its trademarks and would have paid dividends to Quimicum, which then would
14 have repaid Nouvel’s shareholder loans and paid dividends to Nouvel. In addition, had Chateau
15 Miraval sold the misappropriated trademarks at fair market value, Chateau Miraval would have
16 had cash to pay dividends to Quimicum, which in turn would have repaid Nouvel’s shareholder
17 loans and paid Nouvel dividends.

18 361. As a direct and proximate result of Cross-Defendants’ wrongful conduct, Nouvel
19 has suffered damages in an amount to be proven at trial but estimated to be not less than \$350
20 million because, among other things, Chateau Miraval has not paid Quimicum any dividends; the
21 assets of Chateau Miraval have been diverted from it, including to benefit companies in which
22 Mondo Bongo holds an ownership interest (but in which Nouvel holds little or no interest);
23 Nouvel’s economic interest in Chateau Miraval’s valuable trademarks has been reduced; and
24 Nouvel’s shareholder loans have not been repaid.

25 362. Cross-Defendants engaged in their wrongful conduct with malice, oppression, or
26 fraud. Accordingly, Nouvel requests that punitive damages be awarded.

27
28

1 **PRAYER FOR RELIEF**

2 WHEREFORE, Cross-Complainant respectfully requests judgment and relief against
3 Cross-Defendants as follows:

4 A. For judgment in favor of Cross-Complainant and against Cross-Defendants;

5 B. For compensatory damages in an amount to be proven at trial but estimated to be at
6 least \$350 million;

7 C. For moral damages;

8 D. For punitive and exemplary damages;

9 E. For a declaration of Cross-Defendants' violations;

10 F. For an order that Mondo Bongo specifically perform its obligations under the
11 Quimicum articles;

12 G. For an order that Miraval Provence transfer its registrations of any of Chateau
13 Miraval's trademarks to Chateau Miraval;

14 H. For an order enjoining Miraval Provence from registering any of Chateau Miraval's
15 trademarks;

16 I. For an order enjoining Cross-Defendants and any of their agents or representatives from
17 causing or aiding Miraval Provence to register any of Chateau Miraval's trademarks;

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

19 K. For pre- and post-judgment interest; and

20 L. For any other relief that the Court deems just and proper.
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1 Dated: July 10, 2023

2 Respectfully submitted,

3 By: /s/ Prashanth Chennakesavan

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19 *Attorneys for Defendant and Cross-Complainant*

20 NOUVEL, LLC

1 **DEMAND FOR JURY TRIAL**

2 Cross-Complainant Nouvel, LLC demands a trial by jury as to all issues so triable.

3 Dated: July 10, 2023

4 Respectfully submitted,

5 By: /s/ Prashanth Chennakesavan

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22 NOUVEL, LLC

PROOF OF SERVICE

**STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)**

I am employed in the County of Los Angeles State of California. I am over the age of 18, and not a party to the within action. My business address is 300 South Grand Ave., Suite 3950, Los Angeles, CA 90071.

On **July 10, 2023**, I served the foregoing document(s) described as:
**DEFENDANT AND CROSS-COMPLAINANT NOUVEL, LLC’S FIRST AMENDED
CROSS-COMPLAINT** on the interested parties in this action.

<p>Laura W. Brill Katelyn A. Kuwata KENDALL BRILL & KELLY LLP 10100 Santa Monica Blvd., Suite 1725 Los Angeles, CA 90067 Telephone: (310) 556-2700 Facsimile: (310) 556-2705 Email: lbrill@kbkfirm.com Email: kkuwata@kbkfirm.com</p>	<p>Attorneys for Plaintiffs and Cross-Defendants <i>William B. Pitt and Mondo Bongo, LLC</i></p>
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<p>Paul D. Murphy Daniel N. Csillag MURPHY ROSEN LLP 100 Wilshire Blvd., Suite 1300 Santa Monica, CA 90401 Tel.: (310) 899-3300 Fax: (310) 399-7201</p>	<p>Attorneys for Defendant and Cross-Complainant <i>Angelina Jolie</i></p>

<p>1 Email: pmurphy@murphyrosen.com 2 Email: dcsillag@murphyrosen.com</p>	
<p>3 Mark T. Dooks 4 BIRD, MARELLA, BOXER, WOLPERT, 5 NESSIM, DROOKS, LINCENBERG & 6 RHOW, P.C. 7 1875 Century Park East, Suite 2300 8 Los Angeles, CA 90067 9 Email: mdrooks@birdmarella.com</p> <p>10 S. Gale Dick 11 COHEN & GRESSER 12 800 Third Ave. 13 New York, NY 10022 14 Email: sgdick@cohengresser.com</p>	<p>Appearing specially to challenge jurisdiction on behalf of Cross-Defendants <i>Marc-Olivier Perrin, SAS Miraval Provence, and Familles Perrin.</i></p>

11 **BY ELECTRONIC SERVICE** I caused the above-document(s) to be served via the Los
12 Angeles Superior Court’s electronic service provider One Legal.

13 Executed on **July 10, 2023**, at Los Angeles, California.

14 (State) I declare under penalty of perjury under the laws of the State of California that the
15 above is true and correct.

17 Lynette W. Suksnguan
18 *Print Name*


19 *Signature*