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11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **COUNTY OF LOS ANGELES – CENTRAL DISTRICT**

13 JORDAN BELFORT, an individual,
14 Plaintiff,

15 vs.

16 RED GRANITE PICTURES, INC., formerly
17 RED GRANITE PRODUCTIONS, INC., a
18 California corporation; RIZA SHAHRIZ BIN
19 ABDUL AZIZ, a/k/a RIZA AZIZ, an
20 individual; and DOES 1-10, inclusive,
21 Defendants.

Case No.:
Unlimited Civil Case
Amount in excess of \$25,000

COMPLAINT FOR:

- (1) FRAUD (INTENTIONAL MISREPRESENTATION)
- (2) NEGLIGENT MISREPRESENTATION;
- (3) VIOLATION OF RACKETEER INFLUENCED AND CORRUPT ORGANIZATIONS ACT
- (4) BREACH OF WRITTEN CONTRACT
- (5) BREACH OF COVENANT OF GOOD FAITH AND FAIR DEALING
- (6) DECLARATORY RELIEF

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1 Plaintiff Jordan Belfort (Belfort” or “Plaintiff”), hereby alleges as follows against Defendants
2 Red Granite Pictures, Inc., formerly Red Granite Productions, Inc. (“Red Granite”) and Riza Shahriz Bin
3 Abdul Aziz, also known as Riza Aziz (“Aziz”) (collectively, “Defendants”):

4 **SUMMARY**

5 This lawsuit arises from Defendants’ fraudulent, intentional and strategic concealment of Aziz’s
6 background, the stepson of disgraced former Malaysian Prime Minister Najib Razak, the proven
7 embezzler of billions in Malaysian state funds, and concealment of the true source of Red Granite’s
8 funding, in their successful effort to convince Belfort to sign away the rights to his highly lucrative life
9 story for exploitation by Defendants.

10 In March 2011, Aziz represented himself, and his film company Red Granite, to Belfort as a
11 legitimate and legally funded film production company. Specifically, it was represented to Belfort that
12 Red Granite was financed by high net worth individuals and entities, including but not limited to
13 Goldman Sachs, as well as other legal and legitimate entities. In reliance on the misrepresentations, Red
14 Granite acquired certain book/story rights from Belfort, which included the right and obligation to
15 exploit and maximize those rights to the fullest extent for the benefit of Belfort and others. In 2013, Red
16 Granite released the feature film “The Wolf of Wall Street”, based on the book/story rights acquired
17 from Belfort, to overwhelming critical and box office success, earning over \$300 million. The film
18 became the highest earning film in the historic filmography of its iconic film Director, Martin Scorsese.
19 Yet, despite such success, Defendants have since refused to further exploit this goldmine of an asset to
20 the benefit of Belfort, despite its contractual obligations.

21 Unbeknownst to Belfort, discovered after the film’s release, Defendants were not legitimately or
22 legally funded when they acquired Belfort’s rights. In fact, in a now world-wide, well documented and
23 highly publicized international criminal scandal surrounding the 1Malaysia Development Berhad
24 (“1MDB”), Red Granite and Aziz specifically, have been identified by the United States Justice
25 Department and the Malaysian authorities as central figures in this global, criminal scandal. The matter
26 is now one of the most publicized and disturbing stories of international, criminal misconduct over the
27 past several decades, at least. Aziz faces charges that he laundered \$248 million into Red Granite and
28 Red Granite Capital Ltd. (Singapore) bank accounts between 2010 and 2012. Belfort was completely

1 blindsided to learn, after the fact, of the source of funding for Red Granite and the film based on his
2 book/story, as Defendants concealed these criminal acts and funding sources from him. He had no
3 indication that Red Granite was funded by illegal proceeds, and planned to use those illicit funds to
4 exploit the rights acquired from him. Had he known, he certainly would have never sold the rights.

5 Now that the truth has surfaced, and as Red Granite and Aziz are facing heavy scrutiny and
6 formal charges from law enforcement, Belfort is significantly damaged by Red Granite's tainting of his
7 book/story rights, coupled with Red Granite's inability and/or refusal to exploit and maximize the rights
8 acquired from Belfort as required by contract, due to the highly publicized scandal and amid the
9 allegations of their direct involvement. Now motivated only by self-preservation, Defendants must
10 distance themselves from Belfort's "The Wolf of Wall Street" story, and other rights purchased, for fear
11 that propagating the books/stories will only fan the flames of the criminal charges facing them.
12 However, Defendants self-preservation operates as a clear breach of their obligations to Belfort, for
13 which they are now liable, in excess of \$300 million in damages.

14 **GENERAL ALLEGATIONS**

15 1. Belfort is an individual who at all relevant times resided in Los Angeles County, in the
16 State of California.

17 2. Red Granite is a corporation organized and operating under the laws of the State of
18 California, qualified to do business in the State of California, with its principal place of business located
19 in the State of California, County of Los Angeles.

20 3. On information and belief, Aziz is an individual who at all relevant times resided in Los
21 Angeles County, in the State of California.

22 4. Plaintiff is ignorant of the true names and capacities of defendants sued herein as Does 1
23 through 10, inclusive, and thereon sues these defendants by such fictitious names. Plaintiff alleges on
24 information and belief that such DOE defendants are liable to Plaintiff for the actions hereinafter set
25 forth. Plaintiff will amend this complaint to allege the true names and capacities of such DOE
26 defendants when ascertained.

27 5. Plaintiff alleges on information and belief that, at all times relevant hereto, each
28 defendant, including Doe defendants, was the agent, servant, employee and/or representative of each of

1 the other defendants and, in doing the things herein alleged, was acting within the course and scope of,
2 and pursuant to, said agency, services, employment and/or representation.

3 6. Plaintiff alleges on information and belief that there exists, and at all times herein
4 mentioned existed, a unity of interest and ownership between Aziz, on the one hand, and Red Granite,
5 on the other hand, such that any individuality and separateness between Aziz and Red Granite has
6 ceased, and Aziz is the alter ego of Red Granite.

7 7. Jurisdiction and venue for this action in the County of Los Angeles are proper pursuant
8 to, without limitation, California Code of Civil Procedure § 395 and § 395.5.

9 8. Prior to March 29, 2011, Aziz individually and on behalf of Red Granite, held themselves
10 out to Belfort as a legitimate and legally funded film producer/production company, able to exploit
11 Belfort's book/story rights to the fullest extent possible, so that Belfort could maximize the earning
12 potential of such assets. In particular, Aziz represented that Red Granite was financed by high net worth
13 individuals and entities, including but not limited to Goldman Sachs, as well as other legal and
14 legitimate entities.

15 9. On March 29, 2011, in reliance on the representations of Defendants, Belfort sold certain
16 book/story rights to Red Granite, which included the right to exploit and maximize those rights to the
17 fullest extent for the benefit of Belfort, among others (hereinafter, the "Agreement"). A true and correct
18 copy of the Agreement is attached hereto as Exhibit 1.

19 10. In or about 2013, Red Granite released the feature film, "The Wolf of Wall Street" to
20 critical and box office success and acclaim. On information and belief, since that time, Defendants have
21 failed and refused to exploit and maximize the rights acquired from Belfort pursuant to the Agreement.
22 After the film's release, Belfort learned, for the first time, that Red Granite and Aziz were connected to
23 and in fact central figures in one of the largest and highly publicized global, criminal scandals in history.

24 11. On information and belief, Aziz, Red Granite's principal, is the stepson of the now
25 disgraced former Malaysian Prime Minister Najib Razak. On information and belief, Aziz has been
26 charged with five counts of money laundering from Good Star Ltd., a company linked to Aziz's
27 stepfather, Prime Minister Razak, who was behind the theft of billions from the 1MDB fund.

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1 12. On information and belief, Aziz is being investigated by the Malaysian Anti-Corruption
2 Commission, and is currently out on bail, facing up to 25 years in prison if found guilty of the charges.

3 13. On information and belief, the actions of Aziz and Red Granite in connection with
4 production of "The Wolf of Wall Street" film led the United States Department of Justice to file the
5 largest forfeiture complaint in U.S. history, citing \$1 billion of assets which included Aziz's mansion in
6 Beverly Hills and Park Laurel condominium in New York, as well as all future profits from "The Wolf
7 of Wall Street" film. On information and belief, among the charges against Aziz, he apparently
8 laundered \$248 million into Red Granite and Red Granite Capital Ltd. (Singapore) bank accounts
9 between 2010 and 2012.

10 14. On information and belief, during the years 2010 and 2012, Red Granite's former co-
11 founder, Joey McFarland, accepted valuable gifts, artwork and a cache of luxury watches from funds
12 tied to the 1MDB fund. On information and belief, at the same time, Red Granite used these tainted,
13 illegal and illicit funds (a) to purchase the rights from Belfort under the Agreement, and (b) to finance
14 "The Wolf of Wall Street" film, pursuant to the rights it acquired under the Agreement.

15 15. On information and belief, Red Granite last year was forced to pay out \$60 million when
16 it was shown it financed Belfort's story, purchased under the Agreement, "The Wolf of Wall Street"
17 with cash siphoned from 1MDB. On information and belief, in addition to criminal exposure, Red
18 Granite has also faced civil actions stemming from its receipt of illicit funds for its film projects,
19 including civil actions alleging RICO violations.

20 16. Belfort's reliance on Aziz and Red Granite holding themselves out to be legitimately
21 funded, financed by high net worth individuals and entities, including but not limited to Goldman Sachs,
22 as well as other legal and legitimate entities, and Red Granite being a properly funded film production
23 company, caused him to enter into the Agreement. Had Belfort known the truth, he never would have
24 done so, as he had other, legitimate and legally funded parties interested in purchasing his book/story
25 rights at the time.

26 17. Belfort has been damaged to the extent that the rights to his books and stories, and the
27 film based thereon, were acquired using illegal and illicit funds, and such rights are forever
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1 contaminated by the illicit funding used by Aziz and Red Granite to acquire the rights, fund its own
2 operations and to produce the film.

3 18. Aziz and Red Granite have now distanced themselves from Belfort's "The Wolf of Wall
4 Street" story, and other rights purchased under the Agreement (including "Catching The Wolf of Wall
5 Street" book rights), given the true source of funding for the film which has come to light and the
6 criminal charges facing Defendants. At this time, Defendants cannot exploit the rights as such rights are
7 normally exploited, even if they wanted to, by virtue of its illegal acquisition of the rights and funding of
8 the film, and it has forever damaged the rights acquired from Belfort by its conduct.

9 19. Defendants are liable to Belfort for the damages caused by their election to stifle the
10 exploitation of rights acquired from Belfort, by fraudulently inducing Belfort to enter into the
11 Agreement, and by using tainted funds to acquire the rights to, and produce, Belfort's story, "The Wolf
12 of Wall Street."

13 20. By their actions, Red Granite and Aziz have fundamentally and directly damaged Belfort
14 and his rights under the Agreement, which include exploitation and monetization of his book/story rights
15 that are now and forever blemished by the 1MDB scandal, and Red Granite and Aziz's involvement
16 therein.

17 **FIRST CAUSE OF ACTION – FRAUD (INTENTIONAL MISREPRESENTATION)**

18 (By Belfort, against Defendants and Does 1 through 10)

19 21. Plaintiff hereby incorporates by reference each and every allegation set forth in
20 Paragraphs 1 through 20 as if set forth in full herein.

21 22. Prior to March 29, 2011, in negotiations with Belfort, Aziz individually and on behalf of
22 Red Granite, misrepresented themselves and held themselves out to Belfort as a legitimate and legally
23 funded film producer/production company, financed by high net worth individuals and entities,
24 including but not limited to Goldman Sachs, as well as other legal and legitimate entities, able to exploit
25 Belfort's book/story rights to the fullest extent possible, so that Belfort could maximize the earning
26 potential of such assets.

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1 23. On March 29, 2011, in reliance on the representations of Defendants, Belfort entered into
2 the Agreement with Red Granite, and sold certain book/story rights to Red Granite, which included the
3 right to exploit and maximize those rights to the fullest extent for the benefit of Belfort, among others.

4 24. In 2013, Red Granite released the film, "The Wolf of Wall Street" based on the
5 book/story of Belfort it acquired under the Agreement. Thereafter, Belfort learned, for the first time,
6 that Red Granite and Aziz were connected to and in fact central figures in one of the largest and highly
7 publicized global, criminal scandals in history. Belfort also learned that funding for Red Granite, and
8 consequently for the film, were allegedly derived from illegally secured sources.

9 25. Belfort learned that Aziz was alleged to have laundered \$248 million into Red Granite
10 bank accounts between 2010 and 2012; that during the years 2010 and 2012, Red Granite's former co-
11 founder, Joey McFarland, was alleged to have accepted valuable gifts, artwork and a cache of luxury
12 watches from funds linked to the 1MDB fund; and that Red Granite used these tainted funds to acquire
13 Belfort's rights and finance "The Wolf of Wall Street" film pursuant to the rights it acquired under the
14 Agreement. Belfort also learned that Red Granite last year was forced to pay out \$60 million when it
15 was shown it financed Belfort's story, purchased under the Agreement, "The Wolf of Wall Street" with
16 cash siphoned from 1MDB.

17 26. Plaintiff is informed and believes and thereon alleges that Defendants made the foregoing
18 misrepresentations to fraudulently induce Belfort to enter into the Agreement.

19 27. Belfort reasonably relied on Defendants misrepresentations in entering into the
20 Agreement, believing that Defendants were legally funded, could and would fully exploit the entirety of
21 rights he sold under the Agreement, and maximize Belfort's compensation under the Agreement.

22 28. Defendants have failed and refused to maximize the rights acquired under the
23 Agreement, due to their involvement in and/or association with the international criminal scandal and/or
24 due to the harm they have caused the acquired rights by virtue of their involvement/association.

25 29. Plaintiff has demanded that Defendants pursue exploitation of the acquired rights
26 pursuant to the obligations under the Agreement. Defendants have refused.

27 30. As a direct, proximate and foreseeable consequence of the misrepresentations described
28 above, Plaintiff has suffered damages, and will continue to suffer damages in excess of the minimum

1 jurisdictional amount of this Court, according to proof at trial, but in excess of \$300 million, plus
2 interest, legal fees and costs.

3 31. Plaintiff is informed and believes, and thereon alleges, that, in performing the actions
4 described above, Aziz, Red Granite, and Does 1 through 10 acted with malice, oppression, and fraud as
5 those terms are defined by California Civil Code Section 3294, and Aziz and Red Granite carried out
6 those actions with the intent to deprive Plaintiff of his interests. Plaintiff is therefore entitled to punitive
7 damages in a sufficient amount to make an example of, punish Aziz and Red Granite, and deter future
8 fraudulent, oppressive and malicious misconduct.

9 **SECOND CAUSE OF ACTION – NEGLIGENT MISREPRESENTATION**

10 (By Belfort against Defendants and Does 1 through 10)

11 32. Plaintiff hereby incorporates by reference each and every allegation set forth in
12 Paragraphs 1 through 31 as if set forth in full herein.

13 33. Prior to March 29, 2011, in negotiations with Belfort, Aziz individually and on behalf of
14 Red Granite, represented themselves and held themselves out to Belfort as a legitimate and legally
15 funded film producer/production company, financed by high net worth individuals and entities,
16 including but not limited to Goldman Sachs, as well as other legal and legitimate entities, and able to
17 exploit Belfort's book/story rights to the fullest extent possible, so that Belfort could maximize the
18 earning potential of such assets.

19 34. On March 29, 2011, in reliance on the representations of Defendants, Belfort entered into
20 the Agreement with Red Granite, and sold certain book/story rights to Red Granite, which included the
21 right to exploit and maximize those rights to the fullest extent for the benefit of Belfort, among others.

22 35. In 2013, Red Granite released the film, "The Wolf of Wall Street" based on the
23 book/story of Belfort it acquired under the Agreement. Thereafter, Belfort learned, for the first time,
24 that Red Granite and Aziz were connected to and in fact central figures in one of the largest and highly
25 publicized global, criminal scandals in history. Belfort also learned that funding for Red Granite, and
26 consequently for the film, were seemingly derived from illegally secured sources.

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1 36. Belfort reasonably relied on Defendants representations in entering into the Agreement,
2 believing that Defendants could and would fully exploit the entirety of rights he sold under the
3 Agreement, and maximize Belfort's compensation under the Agreement.

4 37. Plaintiff is informed and believes and thereon alleges that Aziz, as the principal of Red
5 Granite, knew that the representations about Red Granite as a legitimately funded film production
6 company were materially and grossly inaccurate. Aziz, as the principal of Red Granite, also knew that
7 the failure to disclose to Belfort his and Red Granite's association and involvement with the 1MDB
8 scandal were materially and grossly misleading.

9 38. Defendants grossly misrepresented its financing sources, and failed to disclose its
10 association and involvement with the 1MDB scandal to Belfort when they entered into the Agreement.

11 39. Plaintiff is informed and believes and thereon alleges that Defendants should have known
12 the effect their illicit funding sources would have on the film, as well as the negative effect of discovery
13 of Defendants connection with the 1MDB scandal would have on the rights acquired under the
14 Agreement, and their ability to exploit those rights upon discovery.

15 40. Belfort reasonably relied on Defendants representations in entering into the Agreement,
16 believing that Defendants would fully exploit the entirety of rights he sold under the Agreement, and
17 maximize Belfort's compensation under the Agreement.

18 41. Defendants have failed and refused to maximize the rights acquired under the Agreement,
19 due to their involvement in and/or association with the international criminal scandal and/or due to the
20 harm they have caused the acquired rights by virtue of their involvement/association.

21 42. Plaintiff has demanded that Defendants pursue exploitation of the acquired rights
22 pursuant to the obligations under the Agreement. Defendants have refused.

23 43. As a direct, proximate and foreseeable consequence of the misrepresentations described
24 above, Plaintiff has suffered damages, and will continue to suffer damages in excess of the minimum
25 jurisdictional amount of this Court, according to proof at trial, but in excess of \$300 million plus
26 interest, legal fees and costs.

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1 **THIRD CAUSE OF ACTION – VIOLATION OF THE RACKETEER INFLUENCED AND**
2 **CORRUPT ORGANIZATIONS ACT**

3 (By Belfort against Defendants and Does 1 through 10)

4 44. Plaintiffs hereby incorporate by reference each and every allegation set forth in
5 Paragraphs 1 through 43 as if set forth in full herein.

6 45. Red Granite is an enterprise that is engaged in interstate commerce within the United
7 States through the production of motion pictures. Red Granite is funded with monies that include
8 proceeds from unlawful activities. Plaintiff is informed and believes based on published reports that
9 individuals in Malaysia, Indonesia, Russia, and other countries in Asia and the Middle East have
10 engaged in unlawful activities as defined by 18 U.S.C. § 1956(c)(7), and that they have invested the ill-
11 gotten gains from such activity in Red Granite.

12 46. Aziz is associated with Red Granite, and participates directly in the conduct of Red
13 Granite’s affairs.

14 47. Defendants have engaged in a pattern of racketeering activity, in that they have engaged
15 in multiple financial transactions within the United States – including financing, producing and releasing
16 the film, “The Wolf of Wall Street” – with knowledge that the property involved represented the
17 proceeds of unlawful activity and with knowledge that the transactions were designed to conceal the
18 nature, location, source, ownership, or control of the proceeds of the illegal activity, all in violation of 18
19 U.S.C. § 1956. Each of these transactions occurred after the formation of Red Granite in or about
20 September 2010.

21 48. Defendants have used and invested the proceeds of their pattern of racketeering activity
22 in the operation of Red Granite, in violation of 18 U.S.C. § 1962(a).

23 49. Defendants’ funding of Red Granite with proceeds of illegal activity has enabled Red
24 Granite to acquire the rights to “The Wolf of Wall Street.” Following the acquisition of those rights,
25 Defendants have failed and refused to maximize the rights acquired under the Agreement, due to their
26 involvement in and/or association with the international criminal scandal and/or due to the harm they
27 have caused the acquired rights by virtue of their involvement/association.

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1 50. Plaintiff has been injured in his business or property through Defendants' use of
2 racketeering activity to acquire rights to "The Wolf of Wall Street," which acquisition enabled
3 Defendants to control the rights of Plaintiff and to refuse to exploit those rights as called for under the
4 Agreement. The amount of the resulting damages shall be proven upon the trial of this action, but are in
5 excess of \$300 million, plus interest, legal fees and costs.

6 **FOURTH CAUSE OF ACTION – BREACH OF WRITTEN CONTRACT**

7 (By Belfort against Red Granite and Does 1 through 10)

8 51. Plaintiff hereby incorporates by reference each and every allegation set forth in
9 Paragraphs 1 through 50 as if set forth in full herein.

10 52. Belfort and Red Granite entered into the Agreement.

11 53. Pursuant to the Agreement, including in Sections 3 and 4, Belfort and Red Granite agreed
12 that Red Granite would acquire the right to exploit Belfort's book and story to the fullest extent possible,
13 and the Agreement provided for various forms of compensation to Belfort when those rights are
14 exploited.

15 54. Red Granite breached the Agreement by failing and refusing to exploit the book and story
16 rights, and/or taking actions that would cause exploitation of the rights to run counter to their interests,
17 thereby denying Belfort of compensation thereunder.

18 55. Belfort has duly demanded that Red Granite exploit the rights for the benefit of Belfort,
19 yet Red Granite refuses to do so.

20 56. Belfort performed all conditions, covenants and promises required on his part to be
21 performed in accordance with the terms and conditions of the Agreement, with the exception of those
22 conditions, covenants and promises which have been prevented, delayed or excused as a consequence of
23 the conduct and/or breaches by Red Granite set forth herein.

24 57. As a direct, proximate and foreseeable consequence of the foregoing breaches, Plaintiff
25 has suffered damages, and will continue to suffer damages in excess of the minimum jurisdictional
26 amount of this Court, according to proof at trial, but in excess of \$300 million, plus interest, legal fees
27 and costs.

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1 65. Belfort alleges that the entire Agreement was illegal and/or tainted as Defendants used
2 the Agreement, and specifically the acquired rights from Belfort, as a tool to launder illegal and illicit
3 funds, by acquiring film rights and producing the film, "The Wolf of Wall Street". As set forth above,
4 including in paragraph 13, such illegal/illicit funds were accessed by, and then through, Red Granite,
5 and used to pay for the rights acquired from Belfort and production of the film.

6 66. Belfort further alleges that not only is the Agreement entirely illegal for the reasons stated
7 in paragraph 65, it is at least partially illegal as the exploitation of Belfort's rights acquired under the
8 Agreement, which rights are now known to be associated with illegality due to the connection between
9 the ongoing criminal investigations into the IMDB scandal and its connection to the funding for the
10 film. With such criminal investigations now pending, it is unclear whether monies used to pay for the
11 rights, or income from these exploited rights, will be clawed back or seized by the government, as set
12 forth in paragraph 13 above, as a result of the criminal charges facing Aziz, and his company, Red
13 Granite, who operated to finance the film and who is charged with exploiting the remaining rights under
14 the Agreement.

15 67. As a result, Belfort alleges that the Agreement is, in whole or in part, void and cannot be
16 enforced against Belfort.

17 68. On information and belief, Defendants contend that the Agreement is not void, is valid
18 and is binding and enforceable on Belfort.

19 69. Based upon the foregoing, there exists an actual dispute or controversy between the
20 parties with respect to the Agreement, whether the Agreement is illegal and void, in whole or in part,
21 and therefore unenforceable against Belfort, in whole or in part.

22 70. Belfort accordingly requests a declaration from this Court that the Agreement is void and
23 unenforceable against Belfort, either in whole, or in part related to the exploitation rights thereunder.

24 71. Belfort has fully and in all things performed his obligations under the Agreement, with
25 the exception of those conditions, covenants and promises which were excused as a consequence of the
26 breach or actions of Defendants.

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1 **PRAYER FOR RELIEF**

2 WHEREFORE, Plaintiff prays for judgment against Defendants and Does 1 through 10, and
3 each of them, as follows:

4 **First Cause of Action, for Fraud (Intentional Misrepresentation)**

- 5 1. For compensatory damages according to proof at trial, but in excess of \$300 million.
- 6 2. For attorneys' fees pursuant to contract.
- 7 3. For costs of suit to the extent permitted by law.
- 8 4. For interest at the maximum rate permitted by law.
- 9 5. For punitive damages.
- 10 6. For such other and further relief as the court may deem proper.

11 **Second Cause of Action, for Negligent Misrepresentation**

- 12 1. For compensatory damages according to proof at trial, but in excess of \$300 million.
- 13 2. For attorneys' fees pursuant to contract.
- 14 3. For costs of suit to the extent permitted by law.
- 15 4. For interest at the maximum rate permitted by law.
- 16 5. For such other and further relief as the court may deem proper.

17 **Third Cause of Action, for Violation of Racketeer Influenced and Corrupt Organizations Act**

- 18 1. For treble damages in an amount according to proof at trial, but in excess of \$300 million.
- 19 2. For reasonable attorneys' fees.

20 **Fourth Cause of Action, for Breach of Written Contract**

- 21 1. For damages in a sum in excess of the jurisdictional minimum of this Court, according to
22 proof at trial, but in excess of \$300 million.
- 23 2. For special damages in a sum in an amount according to proof at trial.
- 24 3. For prejudgment interest on the damages at the maximum rate permitted by law.
- 25 4. For attorneys' fees to the extent permitted under California law.

26 **Fifth Cause of Action, for Breach of Covenant of Good Faith and Fair Dealing**

- 27 1. For damages in an amount in excess of the jurisdictional minimum of this Court,
28 according to proof at trial, but in excess of \$300 million.

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- 2. For special damages in a sum in an amount according to proof at trial.
- 3. For prejudgment interest on the damages at the maximum rate permitted by law.
- 4. For attorneys' fees to the extent permitted under California law.

Sixth Cause of Action, for Declaratory Relief

1. For a declaration that the Agreement is void and unenforceable against Belfort, either in whole, or in part related to the exploitation rights thereunder;

On All Causes of Action

- 1. For costs of suit incurred in this action.
- 2. For such other and further relief as the court may deem proper.

Dated: January 23, 2020

FREEDMAN + TAITELMAN, LLP



Bryan J. Freedman
David Marmorstein
Attorneys for Plaintiff Jordan Belfort