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7

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **COUNTY OF LOS ANGELES – STANLEY MOSK COURTHOUSE**

10
11 WILLIAM B. PITT, an individual, and
MONDO BONGO, LLC, a California
12 limited liability company,

13 Plaintiffs,

14 v.

15 ANGELINA JOLIE, an individual, and
16 NOUVEL, LLC, a California limited
17 liability company,

18 Defendants.

19 ANGELINA JOLIE, an individual

20 Cross-Complainant,

21 v.

22 WILLIAM B. PITT, an individual;
23 MONDO BONGO, LLC, a California
24 limited liability company, and ROES 11-
20,

25 Cross-Defendants.
26
27
28

Case No. 22STCV06081

[Hon. Lia Martin, Dept. 16]

**CROSS-COMPLAINT OF DEFENDANT
AND CROSS-COMPLAINANT ANGELINA
JOLIE AGAINST PLAINTIFFS AND
CROSS-DEFENDANTS WILLIAM B. PITT
AND MONDO BONGO, LLC**

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1 SUMMARY OF THE CROSS-COMPLAINT

2 1. William B. Pitt’s lawsuit against Angelina Jolie rests largely on the following
3 premise: Pitt alleges that when Jolie and Pitt first purchased their family home, Chateau
4 Miraval, in 2008, the couple “impliedly” agreed they would never sell their respective interests
5 in the chateau without the other’s consent. That premise is false.

6 2. In fact, the evidence confirms that no such agreement ever existed. When Jolie
7 and Pitt purchased Chateau Miraval, they were both represented by sophisticated counsel in
8 Europe and separate counsel in the United States. The transaction involved a French chateau
9 and vineyard held by French, Luxembourg, and California-based companies, and ultimately
10 owned by two California residents. The transaction was meticulously documented by counsel
11 from at least three countries. In 2013, the companies through which Jolie and Pitt held their
12 interests in Chateau Miraval—Nouvel, LLC and Mondo Bongo, LLC—entered into a further
13 written agreement delineating the rights and responsibilities they owed one another. Again,
14 the agreement was documented by counsel.

15 3. From the purchase in 2008 through Jolie’s attempts to sell her interest to Pitt in
16 2021, Jolie and Pitt have communicated thousands of times orally and in writing, both directly
17 and through their various representatives—lawyers, accountants, consultants, managers, and
18 other advisors. They have issued statements, been interviewed by the press, filed documents
19 in various courts, and commenced business with third parties like Marc Perrin and his
20 business, Familles Perrin, through further written agreements. They even have attorneys for
21 their non-Miraval business and there, too, their property and financial dealings were
22 memorialized in writing. Not once in any of these documents does Jolie, Pitt, or any of their
23 representatives reference the alleged consent right Pitt now claims to have.

24 4. Of course, Pitt knows this, and Pitt concedes in his Complaint that there is no
25 written contract granting him such a right. He could not even bring himself to allege that Jolie
26 orally promised him that right. So he added a twist to try to explain this glaring hole in the
27 factual record: the consent right is a secret. He claims he and Jolie granted each other this
28 secret consent right through their “actions and conduct.” Pitt offers no explanation for why

1 this critically important right was never discussed or reduced to writing. He never explains
2 exactly how or when this secret, unspoken agreement was reached. Nor does he explain why
3 he and Jolie never told anyone about it—not their advisors, business partners, accountants, the
4 press, or even their lawyers—nobody. The truth is that there is no such secret agreement. In
5 fact, just days before buying Chateau Miraval, Pitt expressly *refused in writing* to enter any
6 form of agreement controlling how he and Jolie could sell their interests.

7 5. This Cross-Complaint asks the Court to confirm that no such “consent”
8 agreement exists. Further, and as explained in detail below, Jolie *did* offer to sell her interest
9 in Chateau Miraval to Pitt, but in exchange for his purchase, Pitt demanded she sign a non-
10 disclosure agreement that would have contractually prohibited her from speaking outside of
11 court about Pitt’s physical and emotional abuse of her and their children. Jolie refused to
12 agree to such a provision, and Pitt walked away from the deal. For this reason, the Cross-
13 Complaint asks the Court also to declare that, to the extent Pitt had any form of consent or veto
14 right, Pitt rendered that right unconscionable, void, and against public policy by conditioning
15 the deal on Jolie’s silence.

16 THE PARTIES

17 6. Defendant and Cross-Complainant Angelina Jolie (“Jolie”) is an individual
18 residing in the State of California, County of Los Angeles.

19 7. Plaintiff and Cross-Defendant William B. Pitt (“Pitt”) is an individual residing
20 in the State of California, County of Los Angeles.

21 8. Plaintiff and Cross-Defendant Mondo Bongo, LLC (“Mondo Bongo”) is a
22 limited liability company organized and existing under the laws of California. Pitt is the sole
23 member of Mondo Bongo, holding 100% of its membership interest.

24 9. Jolie is ignorant of the true names and capacities of other cross-defendants sued
25 herein as ROES 11 through 20, and, therefore, sues these cross-defendants by such fictitious
26 name pursuant to Section 474 of the California Code of Civil Procedure. Such ROE cross-
27 defendants may be other persons or entities who assisted Pitt or who otherwise may have a
28 legal stake in the outcome of these proceedings. Jolie will seek leave to amend this Cross-

1 Complaint to allege the true names and capacities of such ROES 11 through 20 when
2 ascertained.

3 10. Jolie is informed and believes, and based thereon alleges, that each cross-
4 defendant is and at all times material has been, the agent or affiliate of the other cross-
5 defendant and, in doing the things alleged herein, was acting within the course and scope of
6 such position with the permission, knowledge, and consent of the other cross-defendants.

7 **THE DISPUTE**

8 ***Chateau Miraval***

9 11. In April 2008, Jolie used a substantial portion of her personal net worth to co-
10 purchase with Pitt their family home and vineyard known as Chateau Miraval. As part of the
11 negotiations to purchase the property, Jolie’s business manager and transactional lawyer both
12 advised that Jolie and Pitt should enter into an agreement delineating how each of them could
13 sell their interest in Chateau Miraval if their relationship ended. In a January 2008 email,
14 Jolie’s business manager wrote, “[A] separate agreement should be created between you and
15 [Pitt] which outlines how the property will be liquidated if something happens to your
16 relationship, i.e. is the property sold, do one or both of you have the right to buy the other one
17 out, if so, how is the price reached for the buyout, etc. etc.” Jolie responded to the email by
18 advising her business manager to “Talk to [W]arren [Grant]” (Pitt’s business manager). On
19 January 11, 2008, Jolie’s business manager then forwarded this email string to Grant, with the
20 message, “Let’s discuss.”

21 12. Jolie’s and Pitt’s representatives discussed the issue, and, on April 30, 2008—
22 just eight days before the purchase of Chateau Miraval—Grant delivered Pitt’s definitive
23 rejection of any such agreement. He wrote: “Early in the process I raised the issue of a buy /
24 sell agreement between A & B but ***was told by Brad it wasn't necessary for two reasonable***
25 ***people to have such an agreement.*** Again I look to Terry and Robert to advise if they want to
26 pursue such an agreement which could also define their obligations on the seller’s promissory
27 note.” (Emphasis added.) Because Pitt did not want such an agreement, Jolie dropped the
28 matter and did not insist on having a buy/sell agreement or any similar agreement. Eight days

1 later, on May 8, 2008, Jolie and Pitt proceeded to close the transaction without any agreement
2 controlling or limiting how he and Jolie could sell their interests.

3 13. The entire purchase transaction was meticulously documented in writing with
4 the advice of lawyers from at least three countries. Jolie hoped that the investment would
5 prove fruitful, both by providing a loving home for their six children and by growing the
6 accompanying winery into a successful family business that would provide long-term financial
7 security for their children and their own future families. To accomplish that goal, Jolie and
8 Pitt, through Chateau Miraval, formed a joint venture with Marc Perrin, a successful
9 winemaker whose vision it was to turn Chateau Miraval's winery into a vintner of world-class
10 Rosé wine. Jolie hoped and expected that as the business grew profitable, the profits would
11 repay their initial investment, and the winery would serve as a long-term asset for their family.

12 14. Jolie then did everything within her control to help the winery succeed. She
13 made substantial monetary contributions. She used her name and image to help elevate the
14 winery's status and prestige. But the winery was just one part of the couple's busy lives.
15 They were raising six children while also pursuing successful Hollywood careers. Jolie was
16 also committing a substantial portion of her time to humanitarian work and philanthropic
17 efforts, including her work as a Special Envoy for the UN High Commission for Refugees and
18 her significant commitment to the family foundation, the Jolie-Pitt Foundation.

19 15. Jolie and Pitt, like other couples, divided their responsibilities and generally
20 split costs. Jolie made her career as an actor and director secondary to her primary
21 responsibility of raising the children. She also oversaw the day-to-day running of the Jolie-Pitt
22 Foundation, to which she not only contributed substantial amounts of time but also substantial
23 amounts of cash (over twice what Pitt contributed). Pitt continued with his Hollywood career
24 and took primary responsibility for renovating the chateau. While the winery was one part of
25 that renovation, the couple's initial focus was on transforming the chateau into a family home
26 and a place for the couple to host retreats and meetings to support the couple's humanitarian
27 and philanthropic endeavors.

28

1 16. Jolie had always taken an active role in design for any home she had lived in
2 (and those she has since lived in), and when she and Pitt purchased the chateau, initially
3 expected to do the same for their new home. But Pitt pushed for creative control consistent
4 with his own taste and vision. While Jolie would have preferred a more collaborative
5 approach, she acquiesced to Pitt's desire to take control over the project, although she
6 sometimes questioned why, for example, the chateau needed a fifth pool at the cost of one
7 million euros, or why the same staircase needed to be rebuilt four times. If Jolie ever
8 questioned such expenditures, Pitt defended them as critical to his vision for the chateau. Still,
9 at least while they were a couple, Pitt and his representatives generally sought input from Jolie
10 and her representatives about his plans and expenditures.

11 *Why Jolie Separated from Pitt*

12 17. On September 14, 2016, Jolie's marriage came to an end. On that day, Jolie,
13 Pitt and their children were flying to Los Angeles from Chateau Miraval. Throughout the
14 long, overnight flight, Pitt was physically and emotionally abusive to Jolie and their children,
15 who were then between the ages of 8 and 15. After that flight, for her family's well-being,
16 Jolie decided to file for divorce.

17 18. As documented in a lengthy and detailed FBI report, Pitt's aggressive behavior
18 started even before the family got to the airport, with Pitt having a confrontation with one of
19 the children. After the flight took off, Jolie approached Pitt and asked him what was wrong.
20 Pitt accused her of being too deferential to the children and verbally attacked her. An hour and
21 a half later, Pitt abruptly walked over to Jolie, demanding, "Come here," and directed her to
22 the back of the plane. He pulled her into the bathroom and began yelling at her. Pitt grabbed
23 Jolie by the head and shook her, and then grabbed her shoulders and shook her again before
24 pushing her into the bathroom wall. Pitt then punched the ceiling of the plane numerous times,
25 prompting Jolie to leave the bathroom. As she exited, one of their children asked, "Are you
26 ok, mommy?" Pitt yelled back, "No, mommy's not ok" and started deriding Jolie with insults.

27 19. When one of the children verbally defended Jolie, Pitt lunged at his own child
28 and Jolie grabbed him from behind to stop him. To get Jolie off his back, Pitt threw himself

1 backwards into the airplane’s seats injuring Jolie’s back and elbow. The children rushed in
2 and all bravely tried to protect each other. Before it was over, Pitt choked one of the children
3 and struck another in the face. Some of the children pleaded with Pitt to stop. They were all
4 frightened. Many were crying.

5 20. With nowhere to go and to avoid Pitt’s wrath, Jolie and the children sat still and
6 silent under blankets. Nobody dared to go to the bathroom. Pitt periodically emerged from
7 the back of the plane to yell and swear at them. At one point, he poured beer on Jolie; at
8 another, he poured beer and red wine on the children. After many tense hours, Pitt finally fell
9 asleep.

10 21. Jolie then arranged for separate transportation at the airport. After they landed,
11 Jolie cautioned the children that no matter what Pitt did, they should not intervene. She then
12 went to wake Pitt up and told him that she and the children were going to a hotel. Pitt once
13 again screamed at her, and pushed her down yet again. He shouted that nobody was getting
14 off the plane and prevented the family from deplaning for about 20 minutes. After a child
15 intervened and demanded to leave, Pitt finally relented. But once outside the plane door, Pitt
16 again physically abused one of their children. He also grabbed and shook Jolie by the head
17 and shoulders, causing one of the children to beg, “Don’t hurt her.” He let Jolie go, but then
18 called her a “bitch,” before adding, “Fuck you, fuck you all.” Jolie and the children then left
19 and made it to a hotel. Five days later—on September 19, 2016—Jolie filed for divorce.

20 22. Having been alerted to Pitt’s conduct by a third-party witness, the FBI launched
21 an investigation. After interviewing various witnesses, the FBI agent who conducted the
22 investigation concluded that the government had probable cause to charge Pitt with a federal
23 crime for his conduct that day, and the agent prepared a probable cause statement for referral
24 to the United States Attorney’s Office for prosecution.

25 ***Jolie’s Attempts to Separate Economically and Pitt’s Attempt to Silence Her***

26 23. After Jolie filed for divorce, everything changed. Pitt kept all properties that
27 the family had lived in, and Jolie’s assets were largely tied up in Chateau Miraval. Jolie did
28 not ask for any of those properties or even alimony, but since her funds were tied up in the

1 chateau, she did ask Pitt to lend her the funds necessary for her to purchase a home for her and
2 their children. Pitt lent her the funds with interest with the agreement once again
3 memorialized and referenced in numerous writings. Jolie then largely put her career on hold—
4 forgoing years of compensation in the process—so she could focus her efforts on her family.

5 24. The events of that day were traumatic to Jolie and the children. To this day,
6 they have all been unable to return to Chateau Miraval due to its association with these
7 traumatic events, including the children who are now legal adults.

8 25. With Chateau Miraval now her most important asset, Jolie began to seek a more
9 active role both in understanding the chateau and winery’s various projects, and in
10 understanding and overseeing its finances. As disputes and complications arose in the related
11 divorce and custody proceedings, Pitt’s conduct hardened as he attempted to cement his
12 control over the winery. Despite Jolie having the exact same ownership interest as Pitt (50-
13 50), he started excluding Jolie from any meaningful input in the management and direction of
14 the business. Over time he completely froze her out, and largely cut her off from receiving
15 information about its finances. Pitt also categorically refused Jolie’s requests to distribute any
16 portion of the winery’s profits. Instead, over Jolie’s objection, he reinvested all of the profits
17 back into the business and, as Jolie later learned, into Pitt’s own projects. Pitt’s refusal to
18 distribute profits alone gave him substantial leverage and control over Jolie in their ongoing
19 disputes.

20 26. By 2019, Jolie was growing increasingly uncomfortable with continuing to
21 participate in an alcohol-related business, given the impact of Pitt’s acknowledged problem of
22 alcohol abuse on their family. Resigned that Pitt would not share control of the winery or
23 distribute any profits, concerned about participating in a business that was associated with
24 such painful and traumatic memories for her and their children, and seeking financial
25 independence, Jolie concluded that she needed to sell her interest in Chateau Miraval.

26 27. By this point, Pitt had made it clear to Jolie that he viewed the winery as “his.”
27 For this reason, and as her co-owner, Pitt was the obvious first choice for any sale. Despite
28 having absolutely no obligation to do so, starting in approximately June 2020, Jolie began

1 negotiating with Pitt on a potential sale of her interest in the winery. Despite Pitt’s heavy-
2 handedness in freezing Jolie out of the decision-making, Jolie was not opposed to selling her
3 interest to him as long as the terms were fair. Over the years, she had invested nearly \$40
4 million in cash, another \$10 million of reinvested profits through 2016, and an additional \$10
5 million of reinvested profits through mid-2021. If Pitt would agree to fair terms, the Chateau
6 Miraval was his for the taking.

7 28. In February 2021, the parties reached an agreement in principle for Jolie to sell
8 Pitt her entire interest in Chateau Miraval for \$54.5 million which, including undistributed
9 profits, was at or below her cost basis. The negotiators for the two sides even exchanged
10 congratulations on reaching an agreement. But one month later, on March 12, 2021, in the
11 couple’s child custody case, Jolie submitted under seal (meaning no member of the public
12 could see any portion of it except the document title) an “Offer of Proof and Authority re
13 Testimony Regarding Domestic Violence.” This filing apparently enraged Pitt, and in
14 response to that submission, on March 26, 2021, Pitt’s team notified Jolie’s team that Pitt was
15 “stepping back” from the Miraval deal.

16 29. In his First Amended Complaint in this case, Pitt claims that it was Jolie who
17 pulled out of the deal due to a temporary judge’s ruling that initially gave Pitt joint custody of
18 their children. But a simple chronology of events confirms that this could not possibly be true.
19 Jolie submitted her “Offer of Proof and Authority re Testimony Regarding Domestic
20 Violence” on March 12, 2021. Pitt pulled out of the Miraval deal on March 26, 2021. The
21 temporary judge’s initial ruling was nearly *seven weeks later on May 13, 2021, and his final*
22 *statement of decision was not issued until June 29, 2021.* And that ruling never took effect.
23 Less than a month later, on July 23, 2021, the California Court of Appeal ruled that the
24 temporary judge should have been disqualified for bias and that the temporary judge’s “ethical
25 breach, considered together with the information disclosed concerning his recent professional
26 relationships with Pitt’s counsel, might cause an objective person, aware of all the facts,
27 reasonably to entertain a doubt as to the judge’s ability to be impartial.” The Court of Appeal’s
28 decision rendered the temporary judge’s ruling null and void less than a month after

1 it was finalized. The temporary judge’s ruling had nothing to do with the deal’s collapse.

2 30. In any event, Jolie still hoped that they could conclude their deal (they had an
3 agreement in principle on all material financial terms) and her representatives encouraged Pitt
4 to return to the bargaining table. Pitt was largely non-responsive and so, by May 2021, Jolie
5 was receptive to considering a third-party sale. But before proceeding further down that road,
6 Jolie decided to give Pitt one last opportunity to buy her share of the winery. On May 9, 2021,
7 Jolie provided Pitt with a revised draft agreement that constituted her final offer. The revised
8 draft made concessions to Pitt and Jolie was hopeful he would accept it. When Pitt ignored the
9 offer, Jolie then gave him until May 31, 2021 to accept her “last and final proposal,” and then
10 simultaneously advised him that if he did not accept it, Jolie would “consider and pursue [her]
11 available options of whatever nature.”

12 31. On June 2, 2021—after the expiration of Jolie’s final offer—Pitt sent a revised
13 agreement that for the first time laid bare why Pitt had withdrawn from the negotiations in
14 March, after the agreement in principle had initially been reached. For the first time, Pitt
15 demanded that Jolie be bound by a broad non-disparagement clause that would prohibit Jolie
16 from discussing outside of court any of Pitt’s *personal* conduct toward her or the family.
17 Combined with Pitt’s pre-existing demand that he have the right to hold \$8.5 million of the
18 \$54.4 million purchase price for four years, the new clause created an unconscionable gag
19 order over Jolie enforced by an \$8.5 million hold-back.

20 32. Coming on top of the traumatic breakup of their family and the years spent
21 trying to heal their family—during which time she never spoke publicly about the events that
22 led to their separation—Jolie could not take any more abuse. In an effort to preserve her own
23 mental health and well-being, Jolie decided to turn over the negotiations to her designated
24 representatives and let them decide how best to finalize any sale. On June 13, 2021, Jolie’s
25 representative gave Pitt notice that she was doing so, telling him: “I am writing at my client’s
26 request to inform you that [Jolie] is stepping back from all aspects of negotiations regarding
27 the sale of her stake in Miraval and has empowered me to act on her behalf” because Pitt’s
28 new demands were “distressing and coercive to the point of being abusive.” Even then, Jolie

1 was cognizant that Pitt’s share of the winery would economically benefit their children and be
2 part of their inheritance. Jolie’s intent was for her advisors to help her either close the deal
3 with Pitt or find a third party who could add value to the winery.

4 33. On June 15, 2021, Jolie’s representatives notified Pitt that Pitt’s newly
5 expanded non-disparagement clause and \$8.5 million holdback provisions were unacceptable.
6 He also specifically put Pitt on notice that in light of his rejection of Jolie’s final offer and
7 attempt to include this new unconscionable non-disparagement clause, Jolie considered herself
8 “free to pursue any other transactions that [she] would deem appropriate to undertake.” Pitt
9 did not respond with a counteroffer or otherwise contend that Jolie did not have the authority
10 to sell; nor did he claim (as he does now in this case) that he and Jolie had some secret,
11 unspoken, unwritten right to buy the other’s interest and to bar the other from selling their
12 interest to anyone else forever. Instead, Pitt once again ignored Jolie’s overture.

13 *The Sale to Stoli’s Subsidiary*

14 34. Jolie held her 50% interest in the chateau and winery in her limited liability
15 company called Nouvel. On June 30, 2021, in the couple’s related marital dissolution
16 proceedings, Jolie notified that court that she had located a potential buyer to whom she was
17 considering selling Nouvel, and she asked that court to rule that Nouvel was not part of the
18 marital estate (and therefore the sale did not require that court’s approval). Pitt stipulated—
19 *i.e.*, agreed in writing to the court—that Nouvel was not part of the marital estate. Tellingly,
20 Pitt never claimed to that court, either in the stipulation or in related filings, that he and Jolie
21 had a secret, unspoken, unwritten consent or veto right over the sale of the other’s interest in
22 Chateau Miraval as he now maintains. Instead, all he stated to that court was that he was “not
23 consenting to the sale” of Nouvel or its assets.

24 35. In September 2021, Jolie sold Nouvel to a subsidiary of Stoli Group, an
25 international beverage company with substantial experience selling alcoholic beverages
26 worldwide. Not only did Stoli pay substantially more (\$67 million) than Pitt was willing to
27 pay (\$54.4 million), Stoli seemed a perfect solution in that, through its capitalization,
28 experience and networks, Stoli Group could readily increase the prestige, distribution, and

1 profitability of Chateau Miraval, financially benefiting Pitt and ultimately their children.

2 While Pitt contends in his First Amended Complaint that he had previously rejected Stoli as a
3 business partner, what he neglects to include is that, consistent with his other efforts to freeze
4 Jolie out of the business, Pitt *never told Jolie* that Stoli was interested in buying the winery, let
5 alone that he had rejected any offer they previously made.

6 36. After selling Nouvel to Stoli Group’s subsidiary in October 2021, Jolie turned
7 her focus to resolving her remaining disputes with Pitt so that she could close this chapter of
8 her life. But Pitt had other plans. Pitt sued Jolie here in a complaint calculated to draw
9 maximum public exposure, regardless of its impact on Jolie and their children. After failing to
10 bully Jolie into agreeing to a non-disparagement clause in exchange for her economic freedom
11 and security, Pitt now claims that Jolie was not authorized to sell her interest in Chateau
12 Miraval and is asking the Court to unwind the sale. Again, Pitt’s entire case against Jolie is
13 premised largely on his supposed unwritten, unspoken agreement to always give the other a
14 consent or veto right over any sale of the other’s interest in the chateau and winery no matter
15 the circumstances and no matter whether they even remained a couple. But the first time Jolie
16 ever heard of this supposed consent right was when she was alerted to press reports that Pitt
17 had sued her and later read Pitt’s complaint.

18 37. The fact of the matter is that there is no such agreement and there never was
19 one. When Jolie’s lawyer told Pitt in June 2021 that she would sell to a third party if they
20 could not close the deal, Pitt did not mention the supposed agreement then, either. The irony
21 of Pitt’s allegation is that Jolie gave him a first look when she offered to sell her stake to him
22 for \$54.5 million. Pitt rejected it. He now argues that he had the power to keep Jolie as a
23 frozen-out, silent partner, the power to refuse to distribute any profits to her, and the power to
24 force her to decline Stoli’s \$67 million offer (\$12.5 million more than Pitt offered) all based on
25 a secret, unwritten, unspoken consent or veto right that is directly contrary to his own
26 definitive statement eight days before the purchase of Chateau Miraval in 2008, that “*it wasn’t*
27 *necessary for two reasonable people to have such an agreement.*”

28 38. The reason Jolie sold her interest in Chateau Miraval directly relates to her

1 decision to divorce Pitt. Since filing for divorce six years ago (five days after that abusive
2 flight), Jolie has steadily pursued the process of separating herself from Pitt. Jolie has never
3 before publicly explained why she and Pitt reached this point—why they divorced, why she
4 and the children have been unable to return to Chateau Miraval, why she had to sell her
5 interest in Chateau Miraval—and she has gone to great lengths to try to shield their children
6 from reliving the pain Pitt inflicted on the family that day. But when Pitt filed this lawsuit
7 seeking to reassert control over Jolie’s financial life and compel her to rejoin her ex-husband
8 as a frozen-out business partner, Pitt forced Jolie to publicly defend herself on these issues for
9 the first time.

10 39. In particular, Pitt has placed the reason for the failed deal between him and
11 Jolie directly at issue in his First Amended Complaint. Pitt alleges that Jolie did not sell her
12 interest in Chateau Miraval to him because of an adverse ruling from the temporary judge in
13 their custody case and to vindictively harm him, but in truth, and as discussed above, the deal
14 fell apart because Pitt demanded Jolie agree to a non-disparagement clause covering his
15 personal conduct as a condition of his purchase of the winery. Why this non-disparagement
16 clause was so important to Pitt—and an abusive and controlling deal-breaker for Jolie—goes
17 to the very heart of this case and can be fully explained only by understanding what happened
18 on that plane on September 14, 2016.

19 40. Jolie therefore crossclaims against Pitt here asking the Court to declare and
20 confirm Jolie’s and Pitt’s contractual obligations. Jolie requests that the Court declare that no
21 such agreement exists, and that Jolie’s sale of Nouvel to Stoli’s subsidiary is final. Jolie also
22 requests the Court to declare, in the alternative, that by conditioning any deal on terms that
23 would have forced Jolie’s silence as to Pitt’s abusive conduct, any consent or veto right Pitt
24 claims to have is unconscionable, void, and against public policy. With these declarations,
25 Jolie can finally have what she thought she had when she sold Nouvel to Stoli in 2021: To
26 move on from the winery and chateau, to have financial independence from her ex-husband,
27 and to finally have some form of peace and closure to this deeply painful and traumatic chapter
28 of her and their children’s lives.

FIRST CAUSE OF ACTION

(For Declaratory Relief against All Cross-Defendants)

1
2
3 41. Jolie realleges and incorporates by reference all previously alleged paragraphs
4 as though fully set forth herein.

5 42. Numerous real and substantial controversies exist between cross-complainant
6 Jolie and cross-defendants that require the Court to review and declare the parties' rights and
7 legal obligations to each other. These controversies include:

8 a. First, the parties dispute whether Pitt has a consent or veto right
9 over Jolie's ability to transfer her interest in Chateau Miraval to a third party.
10 Jolie contends that Pitt has no consent or veto right whatsoever over her ability to
11 sell her interest in Chateau Miraval, while cross-defendants dispute this
12 contention.

13 b. Second, the parties dispute whether Jolie's sale of her interest in
14 Nouvel to Tenute del Mondo is valid and final. Jolie contends that the sale is
15 final, while cross-defendants dispute this contention.

16 c. Third, the parties dispute whether Pitt rendered any consent or
17 veto right unconscionable, void, and against public policy by conditioning his
18 purchase of Jolie's interest in Chateau Miraval on Jolie's agreement to a non-
19 disclosure agreement that would have prohibited Jolie from speaking outside of
20 court about Pitt's physical and emotional abuse of Jolie and their children. Jolie
21 contends that Pitt did render any such contract unconscionable, void, and against
22 public policy, while cross-defendants dispute this contention.

23 43. A judicial declaration resolving these controversies is necessary and appropriate
24 at this time.

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PRAYER FOR RELIEF

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2 **WHEREFORE**, Jolie prays for judgment in her favor against the Defendants Pitt and
3 Mondo Bongo as follows:

- 4 1. Based on the Court’s findings of fact and conclusions of law, the Court declares
5 that:
- 6 a. Jolie owed Pitt no consent or veto right whatsoever over Jolie’s ability
7 to sell her interest in Chateau Miraval;
- 8 b. Jolie’s sale of her interest in Nouvel to Tenute del Mondo is final; and
9 c. Pitt rendered any consent or veto right unconscionable, void, and
10 against public policy by attempting to condition his purchase of Jolie’s
11 interest in Chateau Miraval on Jolie agreeing to a non-disparagement
12 clause that would have prohibited her from speaking outside of court
13 about Pitt’s physical and emotional abuse of Jolie and their children,
14 thereby relieving Jolie of any further obligations under that consent or
15 veto right.
- 16 2. That the Court enter a temporary restraining order, a preliminary injunction,
17 and then a permanent injunction as necessary to enforce Jolie’s rights.
- 18 3. For costs of suit herein; and
19 4. For such other and further relief as the Court may deem just and proper.

20
21 DATED: October 4, 2022

MURPHY ROSEN LLP

22
23 By: 
24 Paul D. Murphy
25 Daniel N. Csillag
26 Attorneys for Defendant and
27 Cross-Complainant Angelina Jolie
28

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PROOF OF SERVICE

I, **Christina M. Garibay**, declare:

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to this action. My business address is 100 Wilshire Boulevard, Suite 1300, Santa Monica, California 90401-1142, (310) 899-3300.

On October 4, 2022, I served the document(s) described as **CROSS-COMPLAINT OF DEFENDANT AND CROSS-COMPLAINANT ANGELINA JOLIE AGAINST PLAINTIFFS AND CROSS-DEFENDANTS WILLIAM B. PITT AND MONDO BONGO, LLC** on the interested parties in this action:

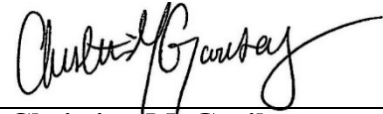
SEE ATTACHED SERVICE LIST

BY ELECTRONIC SERVICE: I caused the above-document(s) to be served via the Los Angeles Superior Court's electronic service provider, One Legal.

BY E-MAIL: Based on a court order or an agreement of the parties to accept service by e-mail or electronic transmission, I caused the documents to be sent to the persons at the email addresses listed above or on the attached service list. I did not receive within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

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

Executed on **October 4, 2022** at Santa Monica, California.



Christina M. Garibay

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