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4 Attorney for Plaintiff
R.J. CIPRIANI

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6 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
7 **COUNTY OF LOS ANGELES, WEST DISTRICT**
8

9 R.J. CIPRIANI, an individual,

10 Plaintiff

11 vs.

12 JEFF SHELL, an individual;
13 LAURA FAY SHELL, an individual;
and DOES 1 through 20,
inclusive,

14 Defendants.
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Case No.: 26SMCV01156

COMPLAINT

1. Breach of Oral Contract;
2. Fraud / Intentional Misrepresentation;
3. Quantum Meruit;
4. Promissory Estoppel;
5. Unfair Business Practices;
6. Promissory Fraud;
7. Constructive Fraud;
8. Constructive Trust;
9. Intentional Infliction of Emotional Distress;
10. Voidable Transactions (Cal. Civ. Code §§ 3439 et seq.)

UNLIMITED CIVIL CASE
(Amount Demanded Exceeds
\$35,000)

1 **INTRODUCTION**

2
3 Plaintiff RJ CIPRIANI (“Plaintiff” or “Cipriani”) hereby brings this Complaint against
4 Defendant JEFF SHELL (“Shell”), Defendant Laura Fay Shell (“Laura Fay Shell”), and DOES
5 1 through 20, inclusive (collectively, “Defendants”), and alleges as follows:

6 This case arises from the oldest form of fraud: a powerful man took everything a less
7 powerful man had to offer, promised to repay him, lied to him when he asked about it, and then
8 refused to compensate him at all. For eighteen months — from August 2024 through February
9 2026 — Plaintiff, a nationally recognized media strategist with an extraordinary network of
10 relationships in the entertainment, gaming, and media industries, provided Defendant Shell
11 with sophisticated, high-value crisis communications services, entirely without compensation.
12 Shell’s own written messages prove he knew exactly what he was receiving and that he was
13 indebted to Plaintiff for it.

14 In exchange for these services, Shell made a clear promise to help Plaintiff develop an
15 English-language version of an already-successful Spanish-language television show — a show
16 Plaintiff had created as a lasting legacy for his beloved and deceased mother, Regina. The
17 show, originally titled “Serenata De Las Estrellas” and already airing on the Roku network in
18 Spanish, was to be adapted into English as “Star Serenade”: a program that would touch the
19 world with surprise serenades from a superfan’s favorite artists. To establish that lasting legacy
20 for his mother has been the driving force and the most important thing consuming Plaintiff’s
21 entire life of almost sixty-five years. Shell broke that promise, lied about why, and — when
22 confronted — refused to provide any compensation whatsoever.

23 Shell’s own attorney recognized the merit of Plaintiff’s claims so clearly that the
24 attorney offered to pay \$150,000 from that attorney’s own personal funds rather than see the
25 matter proceed to litigation. Shell’s crisis communications work saved his employer an amount
26 that Shell himself acknowledged to be One and One-Half Billion Dollars (\$1,500,000,000) on a
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1 single matter — the South Park streaming rights dispute. Despite receiving a benefit of that
2 magnitude, Shell refused to fulfill any obligation to the man who delivered it.

3 This action also exposes Shell’s violation of federal securities law: during the course of
4 their relationship, Shell disclosed to Plaintiff material non-public information concerning a
5 pending \$7 billion corporate transaction and, separately, the details of a pending approximately
6 \$110 billion media acquisition, in violation of SEC Regulation FD, which Plaintiff has reported
7 to the Securities and Exchange Commission as a registered whistleblower. Shell’s employer, as
8 the corporate entity that appointed Shell as its President and Director and clothed him with
9 authority, accepted and retained the enormous economic benefits of Plaintiff’s services, and is
10 among the Doe defendants jointly liable for the consequences of its President’s conduct.

11
12 **PARTIES**

13 1. Plaintiff R.J. Cipriani (“Cipriani”) is, and at all times relevant herein was, an
14 individual residing in the City of Santa Monica, County of Los Angeles, State of California.
15 Plaintiff is a nationally recognized media strategist, crisis communications professional, and
16 consultant with extensive experience in the entertainment, gaming, and media industries.
17 Plaintiff has a decades-long record of investigatory prowess with federal law enforcement
18 agencies, including the Federal Bureau of Investigation (“FBI”), the United States Department
19 of Justice (“DOJ”), and the Internal Revenue Service Criminal Investigation Division (“IRS-
20 CI”), resulting in the dismantling of major criminal enterprises and the exposure of institutional
21 corruption at the highest levels of the gaming and entertainment industries. Plaintiff’s
22 investigatory work has contributed to federal investigations and enforcement actions involving
23 some of the largest casino operators in the United States, including Resorts World Las Vegas.
24 In November 2025, the United States Court of Appeals for the Ninth Circuit reversed a district
25 court ruling adverse to Plaintiff in his case against Resorts World Las Vegas, LLC (“Resorts
26 World”), and remanded for further proceedings on Plaintiff’s claims. In December 2025,
27 Plaintiff filed a civil action under the Racketeer Influenced and Corrupt Organizations Act
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1 (“RICO”) against Resorts World, Las Vegas criminal defense attorney David Chesnoff, and
2 others, arising from related law enforcement activities. In addition to his law enforcement
3 record, Plaintiff maintains an extraordinary network of relationships with journalists and editors
4 at major media outlets, and exercises significant influence over editorial coverage in the
5 entertainment and gaming industries.

6 2. Defendant Jeff Shell (“Shell”) is, and at all times relevant herein was, an
7 individual residing in the County of Los Angeles, State of California. Shell is currently the
8 President and a Director of Paramount Skydance Corporation (“Paramount”). Shell was
9 designated as President of New Paramount in the Transaction Agreement between Paramount
10 Global and Skydance Media filed with the Securities and Exchange Commission on July 7,
11 2024, which expressly provided that the management team of New Paramount would be “led
12 by David Ellison as Chairman and Chief Executive Officer and Jeffrey Shell as President.”
13 Shell was formally installed as President and Director of Paramount on or about August 7,
14 2025, when the Skydance Media merger with Paramount closed. Between his termination from
15 NBCUniversal and his installation at Paramount, Shell was associated with RedBird Capital
16 Partners LLC (“RedBird”), whose principals were instrumental in placing Shell at Paramount
17 as part of the Skydance-Paramount merger. From July 7, 2024 forward — including the entire
18 period during which Shell solicited and received Plaintiff’s services — Shell was
19 simultaneously associated with RedBird and designated as the future President of Paramount.
20 Prior to his designation as Paramount’s President, Shell served as Chief Executive Officer of
21 NBCUniversal, a position from which he was terminated for cause in approximately April 2023
22 following an outside counsel investigation into his conduct toward a female subordinate, which
23 investigation corroborated allegations of inappropriate conduct including sexual harassment. At
24 all relevant times, Shell was a senior officer of a publicly traded corporation whose common
25 stock trades on public securities exchanges, with fiduciary and regulatory obligations attendant
26 to that status.

1 3. Defendant Laura Fay Shell (“Mrs. Shell”) is, and at all times relevant herein was,
2 an individual residing at 622 North Hillcrest Road, Beverly Hills, County of Los Angeles, State
3 of California. Mrs. Shell is the spouse of Defendant Jeff Shell; together they constitute a marital
4 community under California law. Plaintiff is a “creditor” of Defendant Jeff Shell within the
5 meaning of California Civil Code Section 3439.01(b), which expressly encompasses holders of
6 claims that are unliquidated, contingent, disputed, or not yet reduced to judgment; Plaintiff’s
7 claims against Shell accrued no later than the fall of 2024, when Shell began accepting
8 Plaintiff’s professional services while harboring the undisclosed intent never to perform his
9 reciprocal obligations. Plaintiff is informed and believes, and thereon alleges, that from and
10 after the accrual of Plaintiff’s claims, Defendant Shell has transferred, or caused to be
11 transferred, one or more assets to Defendant Mrs. Shell — or for her benefit — including but
12 not limited to funds, interests in real and personal property (including without limitation the
13 marital community’s interest in real property located within Beverly Hills, California),
14 community property assets, and other property of value (collectively, the “Fraudulent
15 Transfers”), without Shell receiving reasonably equivalent value in exchange, and at a time
16 when Shell was insolvent, or was rendered insolvent as a result of such transfers, by reason of
17 his obligations to Plaintiff in an amount not less than One Hundred Fifty Million Dollars
18 (\$150,000,000). The Fraudulent Transfers were made with the actual intent to hinder, delay,
19 and defraud Plaintiff as a creditor of Shell. Mrs. Shell was not a good-faith transferee for
20 reasonably equivalent value within the meaning of California Civil Code Section 3439.08; as
21 the spouse of Shell sharing the same residence and household, Mrs. Shell had actual or
22 constructive knowledge of Shell’s financial condition and of the pendency of Plaintiff’s claims
23 at the time of each Fraudulent Transfer. To the extent any Fraudulent Transfer constitutes a
24 transfer of community property, such transfer is subject to avoidance under California Civil
25 Code Sections 3439 et seq. without regard to whether the transfer was effected with or without
26 Mrs. Shell’s affirmative participation. All Fraudulent Transfers are voidable at Plaintiff’s
27 election to the extent necessary to satisfy Plaintiff’s claims, and Plaintiff is entitled to the full
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1 panoply of remedies set forth in California Civil Code Section 3439.07, including avoidance,
2 attachment or levy, preliminary and permanent injunctive relief, and appointment of a receiver.

3 4. Plaintiff is ignorant of the true names and capacities of Defendants sued herein as
4 DOES 1 through 20, inclusive, and therefore sues these defendants by such fictitious names.
5 Plaintiff will amend this Complaint to allege their true names and capacities when ascertained.
6 The Doe defendants include, without limitation, corporations, limited liability companies,
7 partnerships, and other business associations and entities, as well as individuals. Plaintiff is
8 informed and believes, and thereon alleges, that each of the fictitiously named defendants is
9 responsible in some manner for the occurrences herein alleged, including but not limited to as
10 the employer of Shell, as a corporate entity that clothed Shell with the authority to make the
11 promises alleged herein, as a principal that ratified Shell's conduct by accepting and retaining
12 the substantial benefits of Plaintiff's services, and as an entity that negligently supervised
13 Shell's external commitments and communications. Plaintiff's damages as herein alleged were
14 proximately caused by such defendants.

15
16 **AGENCY, AUTHORITY, AND RATIFICATION**

17 5. At all relevant times, Shell acted in his capacity as President and Director of
18 Paramount, and his actions as alleged herein were within the scope of his actual, inherent, and
19 apparent authority as a corporate officer. The President and Director of a corporation possesses
20 inherent authority to bind the corporation in matters arising in the ordinary course of the
21 corporation's business.

22 6. Paramount clothed Shell with the title, authority, and resources of the office of
23 President and Director, thereby holding Shell out to third parties — including Plaintiff — as
24 authorized to act on Paramount's behalf. Plaintiff reasonably relied upon Shell's apparent
25 authority in providing services and accepting Shell's promises.

26 7. To the extent any act of Shell exceeded the scope of his actual authority,
27 Paramount ratified Shell's conduct by knowingly accepting and retaining the substantial
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1 benefits of Plaintiff's services. A principal ratifies the unauthorized acts of an agent by
2 voluntarily retaining benefits with knowledge of the material facts. Cal. Civ. Code § 2307.

3 8. During the period between Shell's termination from NBCUniversal and his
4 formal installation as President and Director of Paramount on August 7, 2025, Shell was
5 associated with RedBird, and Shell's solicitation of Plaintiff's services during this period was
6 within the scope of Shell's association with RedBird. From July 7, 2024 forward, Shell
7 simultaneously served as an operative of RedBird and as the designated future President of
8 Paramount, creating overlapping principal-agent relationships with both entities. RedBird's
9 principals were instrumental in rehabilitating Shell's professional reputation and placing him at
10 Paramount, and Plaintiff's crisis communications services were integral to that reputational
11 rehabilitation effort. To the extent any Doe defendant benefited from or ratified Shell's
12 conduct, such defendant is jointly liable under the principles of agency, ratification, and Cal.
13 Civ. Code § 2307.

14 JURISDICTION AND VENUE

15 9. This Court has jurisdiction over this action because the amount in controversy
16 exceeds \$35,000, exclusive of interest and costs, and this is an unlimited civil case within the
17 meaning of California Code of Civil Procedure Sections 85 and 88.

18 10. Venue is proper in this Court because Defendant Shell resides in the County of
19 Los Angeles, because a substantial part of the events or omissions giving rise to the claims
20 alleged herein occurred in the County of Los Angeles, and because the services that are the
21 subject of this action were performed in the County of Los Angeles. Cal. Code Civ. Proc. §
22 395(a).
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24 FACTUAL ALLEGATIONS

25 **A. The Origin of the Relationship Between Plaintiff and Shell**

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1 11. In or around August 2024, Plaintiff was approached by a prominent Los Angeles
2 entertainment attorney who, at relevant times, represented both Shell and Plaintiff in separate
3 and unrelated matters. Plaintiff had previously played a role in bringing to public attention
4 certain information concerning Shell’s termination from NBCUniversal, consistent with
5 Plaintiff’s longstanding practice of exposing misconduct in the entertainment and media
6 industries. This attorney requested that Plaintiff cease further media activities adverse to Shell.
7 Upon meeting Shell personally, Plaintiff developed sympathy for Shell’s circumstances and
8 agreed to assist him — voluntarily and without compensation — in rebuilding his professional
9 reputation.

10 12. During the first meeting between Plaintiff and Shell in or around August 2024,
11 conducted in the presence of the attorney described in the preceding paragraph, the attorney
12 stepped out of the room. Once alone with Plaintiff, Shell stated in words to the effect: “The
13 main thing is I would not want the emails and texts between me and Hadley Gamble to come
14 out, because that would absolutely destroy me.” Plaintiff responded: “Ok, I will make sure, if I
15 can find out anything, I will let you know.” This admission reveals that Shell solicited
16 Plaintiff’s crisis communications services specifically because Shell faced catastrophic personal
17 exposure arising from his conduct toward yet another woman in the media industry — the very
18 type of conduct that had led to his termination from NBCUniversal. Shell’s desperation to
19 suppress this information explains the extravagance of the promises he subsequently made to
20 Plaintiff and his willingness to accept eighteen months of professional services without
21 payment: Shell needed Plaintiff’s unique media relationships and influence badly enough to
22 promise anything, while intending to deliver nothing.

23
24 **B. The Services Rendered by Plaintiff**

25 13. Thereafter, for a period of eighteen months, from August 2024 through February
26 2026, Plaintiff provided Shell with extensive, sophisticated crisis communications and media
27 management services, entirely without compensation. These services were comparable in
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1 nature and quality to those provided by professional crisis communications firms, and in critical
2 respects exceeded such services by virtue of Plaintiff’s unique media relationships and industry
3 influence. The fair market value of these services was substantial.

4 14. **Proactive Threat Intelligence and Media Suppression.** On or about October
5 10, 2024, Plaintiff proactively contacted Shell via WhatsApp to alert him to an impending
6 negative media article about film producer Jon Peters and his alleged involvement with
7 individuals at NBCUniversal. Plaintiff wrote: “CONFIDENTIAL. Did you have any personal
8 dealings with Jon Peters? Big article is coming out this coming Monday about him and his
9 alleged shady dealings. He bad mouthed to reporter some of the people at NBC/Uni.” Shell
10 responded: “None. Never met him.” Plaintiff responded: “Great!” This exchange, a true and
11 correct copy of which is attached hereto as Exhibit B, is representative of the ongoing threat-
12 monitoring and intelligence services Plaintiff provided to Shell throughout the eighteen-month
13 period of service. Plaintiff routinely scanned media channels for potential stories adverse to
14 Shell and took proactive steps to suppress, redirect, or neutralize such coverage before
15 publication.

16 15. **Strategic Article Diversion and Media Substitution.** During the course of his
17 eighteen months of crisis communications services, Plaintiff employed a sophisticated media
18 management technique in which he caused the publication of a less damaging story involving
19 another entertainment industry figure in order to divert media attention away from Shell.
20 Following the successful placement of this substitute article, Shell expressed effusive gratitude
21 in a written WhatsApp message, stating “Thank you thank you thank you.” Shell understood
22 that Plaintiff had acted to protect him from negative media coverage and acknowledged the
23 value of that service.

24 16. **The South Park Crisis — Saving Paramount One and One-Half Billion**
25 **Dollars.** In or around June 2025, Shell solicited Plaintiff’s direct assistance in connection with
26 a developing crisis involving the South Park franchise and Paramount’s streaming rights
27 dispute with the show’s creators. Shell wrote to Plaintiff via WhatsApp: “Hey do you have a
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1 second to talk this after? I need your help/guidance re South Park.” Plaintiff responded by
2 orchestrating the placement of a highly favorable news article in the Hollywood Reporter, one
3 of the entertainment industry’s most influential publications, on or about June 23, 2025. The
4 article was devastating to Shell’s and Paramount’s adversaries in the dispute, exposing the
5 greediness of the South Park creators and shifting the public narrative decisively in
6 Paramount’s favor. Plaintiff informed Shell of this accomplishment, writing: “I’m the one that
7 put the article out for you!!!” and “I didn’t want to tell you till it hit so you have plausible
8 deniability.” A true and correct copy of the relevant WhatsApp communications is attached
9 hereto as Exhibits E, G, and I. Shell responded: “I love you!!!! The hunter Biden thing is
10 awesome. Thank you Rj.” Shell further acknowledged his indebtedness to Plaintiff, stating: “I
11 owe you dinner at least!” Shell subsequently acknowledged to Plaintiff that Plaintiff’s
12 intervention in the South Park crisis saved Paramount One and One-Half Billion Dollars
13 (\$1,500,000,000). Despite this staggering benefit, Shell refused to compensate Plaintiff in any
14 amount.

15 17. **Strategic Business Development Services.** Plaintiff repeatedly advised Shell to
16 establish a professional relationship with Jay Penske (“Penske”), the owner of Penske Media
17 Corporation (parent company of Variety, Deadline, Rolling Stone, and other major
18 entertainment publications) and a son of automotive industry and racing titan Roger S. Penske.
19 Through Plaintiff’s persistent efforts over the course of eighteen months, Shell ultimately met
20 Penske — a connection of significant strategic value for the President of a major entertainment
21 company. Plaintiff further advised Shell to pursue exclusive Paramount content rights to the
22 Shohei Ohtani gambling story, one of the most commercially significant sports scandals in
23 recent memory, identifying it as a prime content opportunity for Paramount’s streaming and
24 broadcast platforms. Shell falsely represented to Plaintiff that a member of his staff had
25 reviewed and rejected the Ohtani opportunity, when in fact Shell had never presented it to
26 anyone at Paramount. Shell thereby squandered an opportunity that Plaintiff had identified and
27 delivered to him, while simultaneously deceiving Plaintiff about why.

1 18. **Ongoing Strategic Communications Counsel.** Throughout the entire eighteen-
2 month period from August 2024 through February 2026, Plaintiff provided Shell with
3 continuous strategic counsel regarding media relations, public positioning, crisis management,
4 and reputational matters in connection with Shell’s transition to and service as President and
5 Director of Paramount. These services included but were not limited to monitoring and
6 neutralizing negative press coverage, advising on media strategy, managing relationships with
7 journalists and media outlets, and providing real-time intelligence on developing stories
8 adverse to Shell’s and Paramount’s interests.

9 19. The foregoing services were rendered possible by Plaintiff’s extraordinary and
10 nationally recognized network of relationships with journalists, editors, and media decision-
11 makers at the highest levels of the entertainment industry. Plaintiff’s relationships afford him
12 influence over editorial decisions at major media outlets in ways that are not available to any
13 commercial crisis communications firm, regardless of price. The value of this network,
14 cultivated over decades through Plaintiff’s unique combination of law enforcement
15 investigations, media expertise, and personal relationships with industry leaders, is incalculable
16 and cannot be replicated or replaced by any other individual or entity.

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18 **C. Shell’s Fraudulent Scheme to Obtain Services Without Payment**

19 20. In exchange for Plaintiff’s services, Shell promised to use his position and
20 influence as President and Director of Paramount to develop and air an English-language
21 adaptation of Plaintiff’s Spanish-language television show “Serenata De Las Estrellas”
22 (“Serenade of the Stars”) under the title “Star Serenade.” The show was inspired by Plaintiff’s
23 beloved mother, Regina, who instilled in Plaintiff a vision that artists should have a “Star
24 Serenade” — a celebration for people who had earned their stars. To bring the Star Serenade
25 concept to fruition as a lasting tribute to Regina has been the most important aspiration of
26 Plaintiff’s entire life.

1 21. Shell’s promise was clear, specific, and relied upon by Plaintiff. Shell understood
2 that Plaintiff was providing his services in exchange for Shell’s commitment to advance Star
3 Serenade, and Plaintiff understood that Shell, as the President and Director of one of the most
4 powerful entertainment companies in the world, possessed the authority, resources, and
5 industry relationships necessary to fulfill that commitment.

6 22. Despite his promise, Shell took no action whatsoever to advance Star Serenade
7 during the entire eighteen-month period of Plaintiff’s service. When Plaintiff inquired about the
8 status of the project, Shell falsely represented that a member of his staff had reviewed the Star
9 Serenade concept and determined that it was not viable. This representation was false: upon
10 information and belief, Shell never presented the Star Serenade concept to any staff member or
11 any other person at Paramount.

12 23. Shell employed the same “phantom staffer” fabrication on a second occasion, in a
13 separate context, when Plaintiff inquired about the Shohei Ohtani content opportunity described
14 above. Shell again falsely represented that a member of his staff had reviewed the opportunity
15 and rejected it. Upon information and belief, Shell never presented the Ohtani opportunity to
16 anyone.

17 24. Shell’s use of the identical fabrication on two separate occasions, separated in
18 time and involving different subject matter, establishes that Shell’s statements were not the
19 product of inadvertence, miscommunication, or good-faith error, but rather a deliberate and
20 practiced scheme to deceive Plaintiff and to avoid fulfilling his obligations while continuing to
21 enjoy the substantial benefits of Plaintiff’s eighteen months of services without payment.

22
23 **D. Shell’s Written Acknowledgments of Services Received**

24 25. Throughout the eighteen-month period of Plaintiff’s services, Shell made
25 numerous written acknowledgments via WhatsApp demonstrating his understanding that he
26 was receiving valuable services from Plaintiff and that he was indebted to Plaintiff for those
27 services. These acknowledgments include, but are not limited to: “I love you!!!!” (in response
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1 to the South Park article placement); “Thank you Rj”; “I owe you dinner at least!”; and “Thank
2 you thank you thank you” (in response to the media diversion described above). Each of these
3 statements constitutes an admission by Shell that he received and valued Plaintiff’s services,
4 and that he understood an obligation to Plaintiff arose from those services.

5 26. Moreover, Shell did not merely receive Plaintiff’s services passively; he actively
6 and repeatedly solicited them. Shell’s WhatsApp message to Plaintiff — “Hey do you have a
7 second to talk this after? I need your help/guidance re South Park” — demonstrates that Shell
8 affirmatively sought Plaintiff’s expertise, recognized Plaintiff as possessing capabilities Shell
9 himself lacked, and depended upon Plaintiff’s media network to manage crises affecting
10 Paramount and Shell’s position as its President and Director. This pattern of active solicitation
11 negates any inference that Plaintiff’s services were unsolicited or unwanted, and reinforces that
12 Shell knew he was receiving professional services of substantial value.

13 27. Shell acknowledged to Plaintiff that Plaintiff’s intervention in the South Park
14 streaming rights crisis saved Paramount One and One-Half Billion Dollars (\$1,500,000,000).
15 This acknowledgment was made by the President and Director of Paramount — a person
16 uniquely positioned to know and assess the financial magnitude of the benefit conferred.
17 Despite receiving a benefit of that extraordinary magnitude from Plaintiff’s eighteen months of
18 crisis communications services, Shell refused to compensate Plaintiff in any amount.

19
20 **E. The Failed Summit and the Conflicted Role of Shell’s Attorney**

21 28. On or about February 2, 2026, at the offices of a prominent Los Angeles
22 entertainment law firm, an attorney who represented both Shell and Plaintiff in separate, but by
23 then directly related, matters attempted to help them resolve the dispute between them. During
24 this meeting, Shell refused to compensate Plaintiff for the eighteen months of services Plaintiff
25 had rendered and maintained that he “cannot” assist Plaintiff in obtaining a television show or
26 other entertainment industry opportunity. During the same meeting, Shell also disclosed to
27 Plaintiff his disdain for David Zaslav, the Chief Executive Officer of Warner Bros. Discovery,
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1 Inc., and stated that Paramount’s senior leadership would not be retaining Zaslav in any post-
2 merger capacity because they considered him to be incompetent and also to be a “suck-up,”
3 overly enamored of Hollywood celebrities. At the time of this disclosure, Paramount’s parent
4 entity was actively pursuing the acquisition of Warner Bros. Discovery in a transaction valued
5 at approximately \$110 billion, and executive succession decisions for the combined entity
6 constituted material non-public information bearing directly on the value of both companies’
7 publicly traded securities.

8 29. Shell further disclosed at this meeting that Paramount intended to enhance and
9 “sweeten” its pending hostile tender offer for Warner Bros. Discovery to \$30 per share in cash,
10 with additional financial commitments. This information was not publicly announced until
11 February 10, 2026, eight days after Shell disclosed it to Plaintiff, when Paramount issued a
12 press release detailing the enhanced offer terms, including a \$0.25 per share quarterly “ticking
13 fee,” an agreement to fund a \$2.8 billion termination fee payable to Netflix, and additional debt
14 refinancing commitments.

15 30. Perhaps most remarkably, Shell then stated words to the effect: “We’re paying
16 way too much for Warner Bros. If we could just wait another year, we could get it a whole lot
17 cheaper.” The President and Director of Paramount thus disclosed to a non-insider, in his own
18 words, that his company was knowingly overpaying in the largest media acquisition in history
19 — an assessment bearing directly on the investment decisions of every shareholder in both
20 Paramount and Warner Bros. Discovery, and raising profound questions about whether the
21 acquisition was being pursued for legitimate business reasons or to satisfy the personal
22 ambitions of Paramount’s controlling shareholders. This admission by Shell constitutes a
23 disclosure of material non-public information — specifically, the internal valuation assessment
24 of Paramount’s own President and Director — to a non-insider with no duty of confidentiality,
25 in violation of SEC Regulation FD.

26 31. Following the failed summit, Shell’s attorney privately offered Plaintiff a
27 personal “loan” of One Hundred Fifty Thousand Dollars (\$150,000) from the attorney’s own
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1 funds, which the attorney represented would never need to be repaid. This extraordinary offer
2 — in which an attorney proposed to use the attorney’s own personal funds to resolve a dispute
3 adverse to the attorney’s own current client — constitutes a powerful admission that Shell’s
4 attorney recognized the merit and strength of Plaintiff’s claims, the inadequacy of Shell’s
5 refusal to provide any compensation whatsoever, and the legal and reputational exposure Shell
6 faced if Plaintiff pursued his remedies.

7 32. The summit described above was further compromised by the attorney’s
8 simultaneous representation of both Shell and Plaintiff in separate matters, creating an inherent
9 conflict of interest that rendered the attorney incapable of ethically serving the interests of
10 either of her two now-adverse clients. The attorney’s dual loyalties, and the attorney’s personal
11 financial offer to resolve a dispute against that attorney’s own client, raise serious questions
12 about the integrity of the attorney in question and underscore that Shell has yet to engage with
13 Plaintiff’s claims in a fair and good-faith manner.

14
15 **F. Shell’s Disclosure of Material Non-Public Information**

16 33. Prior to commencing this action, Plaintiff reported Shell’s securities law
17 violations described herein to the United States Securities and Exchange Commission (“SEC”)
18 pursuant to Section 922 of the Dodd-Frank Wall Street Reform and Consumer Protection Act
19 (15 U.S.C. § 78u-6), thereby attaining status as a registered SEC whistleblower.

20 34. On or about July 16, 2025, in the course of communications with Plaintiff via the
21 WhatsApp messaging platform, Shell disclosed to Plaintiff material non-public information
22 (“MNPI”) regarding a pending corporate transaction of enormous magnitude involving
23 Paramount. Specifically, Shell informed Plaintiff that Paramount was in the process of
24 acquiring all Ultimate Fighting Championship (“UFC”) broadcast rights for a period of seven
25 years for a sum in excess of Seven Billion Dollars (\$7,000,000,000), including both numbered
26 events (currently broadcast on a pay-per-view basis) and all fight nights, to be placed on
27 Paramount’s streaming platform (Paramount+) and its broadcast network (CBS). This
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1 transaction was not publicly announced until August 11, 2025 — twenty-six days after Shell’s
2 disclosure to Plaintiff.

3 35. In these same WhatsApp communications, Shell further disclosed to Plaintiff that
4 this information was under embargo until after the public announcement of Netflix, Inc.
5 (“Netflix”)’s quarterly earnings; that Netflix believed it had a “handshake deal” for these same
6 UFC rights; that Ari Emanuel — the CEO and Executive Chairman of TKO Group Holdings,
7 the parent company of the UFC, and brother of Rahm Emanuel — former White House Chief
8 of Staff, former Mayor of Chicago, and former United States Ambassador to Japan — was
9 involved in the negotiations; that even UFC President Dana White did not yet know of the
10 transaction; and that the deal was, in Shell’s own words, “Very hush hush until we sign.” True
11 and correct copies of the relevant WhatsApp communications reflecting these disclosures are
12 attached hereto as Exhibits J and K.

13 36. Shell’s engagement with Mr. Emanuel in the context of the UFC transaction
14 described in Paragraph 35, above, reflects a pre-existing professional relationship. Furthermore,
15 ironically, by way of further example of the pattern of service rendered by Plaintiff without
16 compensation, in or about late 2019, Plaintiff rendered crisis communications services on
17 behalf of Mr. Emanuel, then Chief Executive Officer of William Morris Endeavor
18 Entertainment, LLC (“WME”), and one of the most powerful figures in the global
19 entertainment industry. Plaintiff undertook these services through a mutual friend who was also
20 a high-powered entertainment executive and, at substantial personal and professional effort,
21 Plaintiff successfully suppressed negative media coverage that would have been materially
22 damaging to Mr. Emanuel’s personal and professional reputation, and therefore the reputation
23 of WME. The breadth of Mr. Emanuel’s exposure during this period — including a highly
24 publicized international arbitration involving a prominent Hollywood producer — has since
25 been extensively documented in the trade press. Plaintiff thereafter reached out to Mr. Emanuel
26 directly to seek acknowledgment of the services rendered and requested a meeting. Mr.
27 Emanuel acknowledged Plaintiff’s outreach in writing, expressed warmth, and on multiple
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1 occasions indicated willingness to meet, but repeatedly deferred any such meeting, citing the
2 demands of his travel schedule, and never did meet with Plaintiff. At or about the same time,
3 Mr. Emanuel caused Anthony Pellicano (“Pellicano”), a disgraced private investigator, to
4 contact Plaintiff; Pellicano demanded personal information regarding the legal affairs of
5 Plaintiff’s wife. True and correct copies of some of the relevant communications between
6 Plaintiff and Mr. Emanuel are attached hereto as Exhibit L. Mr. Emanuel never compensated
7 Plaintiff for those services.

8 37. Shell made these disclosures during a period of extraordinary sensitivity in the
9 securities markets. The Ellison family, through Skydance Media, had recently completed an
10 approximately \$8 billion acquisition of Paramount and was simultaneously pursuing the
11 acquisition of Warners in a transaction valued at approximately \$110 billion — the largest
12 media acquisition in history, and one that was the subject of active United States Senate
13 oversight proceedings and pending Department of Justice antitrust review. Shell’s selective
14 disclosures were breathtaking in their scope: as alleged in Paragraphs 27 through 29, above,
15 Shell disclosed at the February 2, 2026 summit (a) that Paramount’s senior leadership
16 considered Zaslav to be incompetent and a “suck-up,” and would not retain him following any
17 merger — executive succession information material to investors evaluating the pending
18 transaction; (b) that Paramount intended to enhance its pending hostile tender offer, eight days
19 before such enhancements were publicly announced on February 10, 2026; and (c) in Shell’s
20 own words: “We’re paying way too much for Warner Bros. If we could just wait another year,
21 we could get it a whole lot cheaper” — a direct admission by the President and Director of
22 Paramount that the approximately \$110 billion acquisition did not reflect the fair value of the
23 target company’s assets, and that it was being pursued over his own objection that Paramount
24 was knowingly overpaying. The selective disclosure of Paramount’s pending rights
25 acquisitions, executive succession plans, acquisition strategy, and internal valuation
26 assessments during this heightened period of market and regulatory sensitivity was particularly
27 egregious.

1 38. Shell’s disclosure of this MNPI to Plaintiff — a non-employee, non-insider
2 individual with no fiduciary duty to Paramount and no obligation of confidentiality —
3 constitutes a violation of SEC Regulation FD (Fair Disclosure), codified at 17 C.F.R. §
4 243.100, which prohibits senior officers of publicly traded companies from selectively
5 disclosing material non-public information to persons outside the company who owe no duty of
6 trust or confidence. Shell, as President and Director of Paramount, is a quintessential “senior
7 officer” within the meaning of Regulation FD.

8 39. Plaintiff independently recognized that Shell’s disclosures constituted potential
9 violations of federal securities regulations. Drawing upon his decades of experience identifying
10 institutional misconduct and reporting it to the appropriate authorities, Plaintiff conducted his
11 own preliminary analysis of the applicable regulatory framework, including Regulation FD, and
12 determined that Shell’s conduct warranted reporting to the SEC. Consistent with his decades-
13 long record of investigative aid with federal law enforcement agencies, Plaintiff determined to
14 report Shell’s conduct to the appropriate regulatory authority.

15
16 **G. Public Interest and Whistleblower Status**

17 40. This action vindicates important rights affecting the public interest within the
18 meaning of California Code of Civil Procedure Section 1021.5. By bringing this action,
19 Plaintiff exposes the selective disclosure of material non-public information by a senior officer
20 of a major publicly traded corporation, thereby protecting the investing public — including
21 every shareholder of Paramount and every market participant who relies on the fair and equal
22 dissemination of material corporate information. The enforcement of Regulation FD and the
23 securities laws confers a significant benefit on the general public and on the broad class of
24 investors who are harmed when corporate insiders selectively disclose market-moving
25 information to favored individuals.

26 41. Plaintiff’s decision to report Shell’s conduct to the SEC and to bring this action is
27 consistent with Plaintiff’s decades-long record of public service through investigative aid to
28

1 federal law enforcement agencies. Plaintiff has devoted significant personal resources, endured
2 substantial personal risk, and contributed to the investigation and prosecution of criminal
3 enterprises at the direction of and in investigative aid to the FBI, DOJ, and IRS-CI. In
4 November 2025, the United States Court of Appeals for the Ninth Circuit validated the
5 seriousness of Plaintiff's anti-corruption litigation by reversing a district court ruling and
6 remanding for further proceedings on Plaintiff's claims against a major Las Vegas casino
7 operator. This action represents a continuation of that public service mission.

8 42. The necessity and financial burden of private enforcement in this matter are such
9 that an award of attorney's fees under Section 1021.5 is appropriate. Without the prospect of
10 fee-shifting, the costs of litigation against a defendant with the resources of a senior Paramount
11 executive and the institutional backing of a major entertainment company and its investors
12 would effectively deny Plaintiff access to justice and would leave Shell's Regulation FD
13 violations unaddressed.

14
15 **H. Physical Injury, Physical Sickness, and Resulting Emotional Distress**

16 43. As a direct and proximate result of Defendants' prolonged campaign of
17 exploitation, broken promises, betrayal of trust, and the conduct described herein, Plaintiff has
18 suffered severe physical injury and physical sickness, including the exacerbation of pre-existing
19 physical conditions. Plaintiff's physical injuries have required ongoing medical treatment and
20 have caused significant impairment of his daily activities, his ability to work, and his quality of
21 life.

22 44. Plaintiff has been under the care of medical professionals for these conditions
23 throughout the period of Defendants' wrongful conduct. Plaintiff has incurred, and continues to
24 incur, substantial medical expenses for the treatment of physical injuries and physical sickness
25 caused and exacerbated by Defendants' conduct.

26 45. As a further direct and proximate result of Defendants' conduct, and as a
27 consequence of the physical injuries and physical sickness described above, Plaintiff has
28

1 suffered severe emotional distress, including but not limited to depression, anxiety, sleep
2 disturbance, and diminished cognitive function.

3
4 **I. Shell’s Fraudulent Transfers to Defendant Mrs. Shell**

5 46. Plaintiff is informed and believes, and thereon alleges, that at all times since the
6 accrual of Plaintiff’s claims against Shell — which accrued no later than the inception of their
7 relationship in August 2024 — Shell has been, and remains, insolvent within the meaning of
8 California Civil Code Section 3439.02, in that Shell’s aggregate liabilities exceeded, and
9 continue to exceed, his aggregate assets. Shell’s liability to Plaintiff alone — for the crisis
10 communications services described herein, the broken Star Serenade promise, and the damages
11 arising therefrom — is not less than \$150,000,000, exclusive of punitive damages. Shell’s
12 insolvency is further evidenced by the willingness of his own attorney to offer payment from
13 personal funds to forestall litigation, and by Shell’s refusal to provide any compensation
14 whatsoever for eighteen months of services he and his employer affirmatively accepted and
15 retained. Plaintiff is a “creditor” of Shell within the meaning of California Civil Code Section
16 3439.01(b), and Shell’s obligations to Plaintiff constitute a “claim” thereunder, whether or not
17 reduced to judgment, liquidated, fixed, contingent, matured, unmatured, disputed, or
18 undisputed.

19 47. Plaintiff is informed and believes, and thereon alleges, that since the accrual of
20 Plaintiff’s claims, Defendant Shell has made, or caused to be made, one or more transfers of
21 assets to Defendant Mrs. Shell, or for her benefit, including but not limited to transfers of
22 funds, interests in real property, community property assets, and other property of value
23 (collectively, the “Fraudulent Transfers”). The Fraudulent Transfers were made without Shell
24 receiving reasonably equivalent value in exchange therefor, at a time when Shell was insolvent
25 or was rendered insolvent thereby. The Fraudulent Transfers were made with the actual intent
26 to hinder, delay, and defraud Plaintiff as a creditor of Shell, as evidenced by, among other
27 things: (a) the transfer was to an insider — Shell’s own spouse; (b) the transfer occurred after
28

1 the accrual of substantial claims against Shell; (c) Shell had been placed on notice of Plaintiff's
2 claims by, among other things, correspondence from Plaintiff's counsel and the filing and
3 service of this Complaint; (d) the transfer was not in the ordinary course of Shell's personal
4 financial affairs; and (e) Shell received no reasonably equivalent value in exchange. Each of
5 these factors constitutes a "badge of fraud" under California law.

6 48. Defendant Mrs. Shell received the Fraudulent Transfers with actual or
7 constructive knowledge of Shell's obligations to Plaintiff, or was not a good-faith transferee for
8 reasonably equivalent value. As the spouse of Shell and a resident of the same household, Mrs.
9 Shell had, or is charged with, knowledge of Shell's financial condition and the pendency of
10 Plaintiff's claims. Mrs. Shell did not give reasonably equivalent value for the Fraudulent
11 Transfers. Plaintiff is entitled to avoidance of the Fraudulent Transfers to the extent necessary
12 to satisfy Plaintiff's claims against Shell, to attachment of Mrs. Shell's assets to the extent of
13 the Fraudulent Transfers, and to preliminary and permanent injunctive relief prohibiting further
14 transfers in violation of the California Uniform Voidable Transactions Act.

15 16 **FIRST CAUSE OF ACTION**

17 *(Breach of Oral Contract — Against All Defendants) [Cal. Civ. Code § 1622]*

18 49. Plaintiff re-alleges and incorporates by reference each and every allegation
19 contained in Paragraphs 1 through 48, above, as though fully set forth herein.

20 50. Shell made a clear oral promise to Plaintiff that, in exchange for Plaintiff's crisis
21 communications and media management services, Shell would use his position and influence to
22 develop and air an English-language version of Plaintiff's already-successful Spanish-language
23 television show "Serenata De Las Estrellas" under the title "Star Serenade." The terms of this
24 agreement were sufficiently definite to form an enforceable contract under California law. Oral
25 contracts are enforceable under California Civil Code Section 1622.

26 51. Plaintiff fully performed his obligations under the oral agreement by providing
27 Shell and, through Shell, Paramount and its related entities with extensive, valuable crisis
28

1 communications and media management services over a period of eighteen months, from
2 August 2024 through February 2026.

3 52. Shell breached the oral agreement by failing and refusing to take any action to
4 assist Plaintiff with the development of Star Serenade, and by affirmatively misrepresenting to
5 Plaintiff that the concept had been reviewed and rejected when in fact Shell never presented it
6 to anyone.

7 53. As a direct and proximate result of Defendants' breach, Plaintiff has suffered
8 damages in an amount to be proven at trial, including but not limited to the fair market value of
9 the eighteen months of services rendered by Plaintiff, lost opportunity costs, and consequential
10 damages.

11
12 **SECOND CAUSE OF ACTION**

13 *(Fraud / Intentional Misrepresentation — Against All Defendants)*

14 54. Plaintiff re-alleges and incorporates by reference each and every allegation
15 contained in Paragraphs 1 through 48 and 50 through 52, above, as though fully set forth
16 herein.

17 55. Shell made specific representations of fact to Plaintiff that were false when made.
18 Specifically, Shell represented that (a) a member of Shell's staff had reviewed the Star
19 Serenade television concept and determined that it was not viable; and (b) a member of Shell's
20 staff had reviewed and rejected the Shohei Ohtani content opportunity. These representations
21 were false: upon information and belief, Shell never presented either concept or opportunity to
22 any staff member or any other person.

23 56. Shell knew that his representations were false at the time he made them, or made
24 them recklessly and without regard for their truth or falsity.

25 57. Shell made these misrepresentations with the intent to induce Plaintiff to continue
26 providing valuable services without compensation throughout the eighteen-month period, and
27 to dissuade Plaintiff from pursuing other avenues for developing his creative projects —
28

1 including the Star Serenade legacy for his deceased mother, Regina. Shell exploited the trust
2 that Plaintiff had placed in him and the substantial disparity in their respective positions within
3 the entertainment industry to perpetuate a scheme in which Plaintiff would continue to serve
4 Shell's and Paramount's interests while Shell bore no cost and assumed no obligation.

5 58. Plaintiff justifiably relied upon Shell's representations and continued to provide
6 services to Shell and Paramount for eighteen months. Plaintiff's reliance was reasonable
7 because Shell occupied a position of singular authority and trust as the President and Director
8 of Paramount, one of the most powerful entertainment companies in the world, and Plaintiff
9 had no independent means of verifying whether Shell had in fact presented the concepts to his
10 staff.

11 59. As a direct and proximate result of Shell's fraud, Plaintiff has suffered damages
12 in an amount to be proven at trial, including but not limited to the fair market value of eighteen
13 months of services rendered, lost opportunity costs, and severe emotional distress arising from
14 the destruction of Plaintiff's lifelong dream to create a lasting legacy for his mother through
15 Star Serenade. Plaintiff is further entitled to punitive damages in an amount sufficient to punish
16 Defendants and deter similar conduct. Defendants' conduct was willful, malicious, and
17 oppressive within the meaning of California Civil Code Section 3294, in that Shell deliberately
18 employed a practiced scheme of deception over a period of eighteen months, exploited a
19 relationship of trust to obtain valuable services without payment, and — when confronted with
20 the consequences of his conduct — refused to provide any compensation whatsoever,
21 demonstrating a conscious disregard for Plaintiff's rights.

22
23 **THIRD CAUSE OF ACTION**

24 *(Quantum Meruit — Against All Defendants)*

25 60. Plaintiff re-alleges and incorporates by reference each and every allegation
26 contained in Paragraphs 1 through 44, 46 through 48, and 55 through 58, above, as though fully
27 set forth herein.
28

1 De Las Estrellas” under the title “Star Serenade” in exchange for Plaintiff’s continued media
2 management and crisis communications services. Shell made this promise in his capacity as
3 President and Director of Paramount, and Paramount and its related entities are bound thereby
4 under the principles of inherent, apparent, and ratified authority alleged above.

5 67. Shell should have reasonably expected that Plaintiff would rely upon this promise
6 and continue to provide valuable services. Plaintiff did in fact rely upon Shell’s promise and
7 provided eighteen months of unpaid professional services from August 2024 through February
8 2026.

9 68. Injustice can be avoided only by enforcement of Shell’s promise. Plaintiff
10 surrendered the opportunity to seek compensation from Shell contemporaneously with the
11 services rendered, and provided eighteen months of services of substantial value that Shell and
12 Paramount have retained without payment. The services Plaintiff rendered cannot be returned
13 or undone: the press stories were killed, the favorable articles were placed, the South Park crisis
14 was neutralized — saving Paramount One and One-Half Billion Dollars (\$1,500,000,000) —
15 and the media relationships were brokered. Shell and Paramount received the full benefit of
16 every service Plaintiff provided, and nothing short of enforcement of Shell’s promise or
17 compensation for the value of those services can restore Plaintiff to the position he would have
18 occupied had Shell honored his word.

19 69. As a direct and proximate result of Defendants’ broken promise, Plaintiff has
20 suffered damages in an amount to be proven at trial.

21
22 **FIFTH CAUSE OF ACTION**

23 *(Unfair Business Practices — Bus. & Prof. Code § 17200 — Against All Defendants)*

24 70. Plaintiff re-alleges and incorporates by reference each and every allegation
25 contained in Paragraphs 1 through 44, 50 through 52, 55 through 58, 61 through 63, and 66
26 through 68, above, as though fully set forth herein.

1 71. Defendants' conduct as alleged herein constitutes unfair, unlawful, and fraudulent
2 business practices within the meaning of California Business and Professions Code Section
3 17200 et seq.

4 72. Defendants' conduct was unlawful in that it violated, inter alia, SEC Regulation
5 FD (17 C.F.R. § 243.100), prohibiting selective disclosure of material non-public information
6 by senior officers of publicly traded companies.

7 73. Defendants' conduct was unfair in that it involved the systematic exploitation of
8 Plaintiff's eighteen months of professional services without compensation, the making of
9 promises without intent to perform, and the use of deliberate misrepresentations to perpetuate a
10 scheme of non-payment — all while extracting benefits valued by Shell himself at One and
11 One-Half Billion Dollars (\$1,500,000,000) to Paramount.

12 74. Defendants' conduct was fraudulent in that it was likely to deceive members of
13 the public, including other professionals who might provide services to Defendants in reliance
14 on similar promises.

15 75. As a direct and proximate result of Defendants' unfair business practices, Plaintiff
16 has suffered injury in fact and has lost money or property. Plaintiff is entitled to restitution of
17 all money and property acquired by Defendants through their unfair business practices, and to
18 injunctive relief as permitted by law.

19
20 **SIXTH CAUSE OF ACTION**

21 *(Promissory Fraud — Cal. Civ. Code § 1710(4) — Against All Defendants)*

22 76. Plaintiff re-alleges and incorporates by reference each and every allegation
23 contained in Paragraphs 1 through 44, 50 through 52, 55 through 58, 61 through 63, 66 through
24 68, and 71 through 74, above, as though fully set forth herein.

25 77. Upon information and belief, at the time Shell promised Plaintiff that he would
26 develop and air Star Serenade in exchange for Plaintiff's crisis communications services, Shell
27 had no intention of performing that promise. Shell's promise was made in his capacity as
28

1 President and Director of Paramount, and the benefits of the services induced by that fraudulent
2 promise inured directly to Paramount and its related entities, which accepted and retained those
3 benefits with knowledge of the material facts. Shell’s promise was made for the purpose of
4 inducing Plaintiff to provide valuable services without compensation, and Shell intended from
5 the inception of the relationship to extract Plaintiff’s eighteen months of services without
6 fulfilling any reciprocal obligation.

7 78. A promise made without any intention of performing it constitutes fraud within
8 the meaning of California Civil Code Section 1710, subdivision (4).

9 79. Shell’s intent not to perform is evidenced by, among other things: (a) Shell’s use
10 of the identical “phantom staffer” fabrication on two separate occasions to deflect Plaintiff’s
11 inquiries about both Star Serenade and the Ohtani opportunity; (b) Shell’s failure to take any
12 action whatsoever to advance Star Serenade during the entire eighteen-month period; (c)
13 Shell’s continued acceptance of Plaintiff’s services while knowing he had no intention of
14 reciprocating; and (d) Shell’s refusal, when finally confronted at the February 2, 2026 summit,
15 to provide any compensation or assistance, demonstrating that his original promise was hollow
16 from inception.

17 80. Plaintiff justifiably relied upon Shell’s promise and, in reliance thereon, provided
18 eighteen months of crisis communications services from August 2024 through February 2026
19 without seeking contemporaneous compensation. Shell’s promissory fraud was willful,
20 malicious, and oppressive within the meaning of California Civil Code Section 3294. Shell
21 conceived and executed a deliberate scheme to obtain eighteen months of professional crisis
22 communications services without ever intending to compensate the man who provided them.
23 Plaintiff is entitled to compensatory and punitive damages in an amount to be proven at trial.

24
25 **SEVENTH CAUSE OF ACTION**

26 *(Constructive Fraud — Cal. Civ. Code § 1573 — Against All Defendants)*
27
28

1 81. Plaintiff re-alleges and incorporates by reference each and every allegation
2 contained in Paragraphs 1 through 44, 50 through 52, 55 through 58, 61 through 63, 66 through
3 68, 67 through 70, and 73 through 75, above, as though fully set forth herein.

4 82. The nature of the relationship between Plaintiff and Shell gave rise to a
5 confidential relationship imposing duties of good faith, fair dealing, and full disclosure. Over a
6 period of eighteen months, Plaintiff provided Shell with sensitive intelligence regarding
7 impending media threats, executed media suppression strategies requiring secrecy and trust,
8 managed crises involving Shell’s personal and professional reputation, and operated in
9 circumstances in which Shell expressly desired “plausible deniability” — a level of intimacy
10 and reliance that transcended an arm’s-length business transaction and created a relationship of
11 trust and confidence within the meaning of Civil Code Section 1573.

12 83. Shell breached the duties arising from this confidential relationship by, among
13 other things: (a) concealing his intention not to perform his promise to develop Star Serenade;
14 (b) fabricating the “phantom staffer” representations on two separate occasions to deflect
15 Plaintiff’s inquiries; (c) failing to disclose that he had never presented Plaintiff’s concepts to
16 anyone at Paramount; and (d) continuing to accept Plaintiff’s services while knowing that the
17 relationship was founded on a false premise. These breaches of duty, without regard to whether
18 Shell harbored an actually fraudulent intent, gained an advantage to Shell and to Paramount by
19 misleading Plaintiff to his prejudice.

20 84. Shell committed these breaches of duty in his capacity as President and Director
21 of Paramount, and, upon information and belief, one or more of the Doe defendants knowingly
22 accepted and retained the benefits obtained through Shell’s breach of his duties to Plaintiff. As
23 a direct and proximate result of Shell’s constructive fraud, Plaintiff has suffered damages in an
24 amount to be proven at trial. Defendants’ conduct was despicable and constituted an abuse of a
25 relationship of trust and confidence, entitling Plaintiff to punitive damages in an amount
26 sufficient to punish Defendants and deter similar conduct, pursuant to Civil Code Section 3294.
27
28

1 **EIGHTH CAUSE OF ACTION**

2 *(Constructive Trust — Equitable Remedy — Against All Defendants)*

3 85. Plaintiff re-alleges and incorporates by reference each and every allegation
4 contained in Paragraphs 1 through 44, 50 through 52, 55 through 58, 61 through 63, 66 through
5 68, 67 through 70, 73 through 75, and 78 through 79, above, as though fully set forth herein.

6 86. Through the wrongful conduct alleged herein — including fraud, constructive
7 fraud, breach of promise, and breach of the duties of a confidential relationship — Defendants
8 obtained and retain identifiable benefits and property rightfully belonging to or earned by
9 Plaintiff. These benefits include, but are not limited to: the value preserved through Plaintiff’s
10 intervention in the South Park streaming rights crisis, which Shell acknowledged saved
11 Paramount One and One-Half Billion Dollars (\$1,500,000,000); the enhanced corporate
12 reputation and media relationships secured through Plaintiff’s eighteen months of crisis
13 communications services; and the strategic business relationships Plaintiff cultivated on Shell’s
14 and Paramount’s behalf.

15 87. Defendants’ acquisition and retention of these benefits was wrongful and was
16 accomplished through fraud, breach of confidence, and the abuse of a relationship of trust. It
17 would be inequitable and unjust for Defendants to retain the benefits of Plaintiff’s services
18 without compensating Plaintiff therefor.

19 88. Plaintiff is entitled to the imposition of a constructive trust upon the benefits,
20 property, and profits Defendants wrongfully acquired and retain as a result of their conduct, and
21 to an order requiring Defendants to disgorge and transfer to Plaintiff all such benefits, property,
22 and profits, in an amount to be proven at trial.

23
24 **NINTH CAUSE OF ACTION**

25 *(Intentional Infliction of Emotional Distress — Against All Defendants)*

26 89. Plaintiff re-alleges and incorporates by reference each and every allegation
27 contained in Paragraphs 1 through 48, above, as though fully set forth herein.

1 *(Violation of the California Uniform Voidable Transactions Act — Cal. Civ. Code §§ 3439 et*
2 *seq. — Against Defendants Jeff Shell and Laura Fay Shell)*

3 94. Plaintiff re-alleges and incorporates by reference each and every allegation
4 contained in Paragraphs 1 through 48, above, and specifically Paragraphs 46 through 48, as
5 though fully set forth herein.

6 95. The Fraudulent Transfers described in Paragraphs 46 through 48, above, are
7 voidable as to Plaintiff under California Civil Code Section 3439.04(a)(1) because they were
8 made by Shell with actual intent to hinder, delay, or defraud Plaintiff as a creditor. The actual
9 intent of Shell is established by the “badges of fraud” alleged in Paragraph 47, above, including
10 without limitation: (a) the transfers were to an insider — Shell’s spouse; (b) the transfers were
11 made after the accrual of Plaintiff’s substantial claims; (c) Shell was insolvent at the time of the
12 transfers, or was rendered insolvent thereby; and (d) Shell did not receive reasonably equivalent
13 value for the transfers. The presence of multiple badges of fraud gives rise to an inference of
14 actual fraudulent intent.

15 96. Independently and alternatively, the Fraudulent Transfers are voidable as to
16 Plaintiff under California Civil Code Section 3439.05 because they were made by Shell without
17 Shell receiving a reasonably equivalent value in exchange therefor, at a time when Shell was
18 insolvent or was rendered insolvent by the transfers. Shell’s insolvency is established as alleged
19 in Paragraph 46, above.

20 97. Pursuant to California Civil Code Section 3439.07, Plaintiff is entitled to: (a)
21 avoidance of the Fraudulent Transfers to the extent necessary to satisfy Plaintiff’s claims
22 against Shell; (b) an attachment or levy on the transferred assets or on other property of Mrs.
23 Shell not exempt from execution; (c) a preliminary and permanent injunction against further
24 disposition by Mrs. Shell of assets received from Shell or of any other non-exempt property of
25 Mrs. Shell; and (d) any other relief the Court considers appropriate, including appointment of a
26 receiver to take charge of, and preserve, assets subject to avoidance.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment against Defendants, and each of them, as follows:

1. For general damages according to proof;
2. For special damages according to proof;
3. For the reasonable value of eighteen months of services rendered, in an amount according to proof;
4. For restitution of all benefits unjustly retained by Defendants, including but not limited to benefits valued by Shell at One and One-Half Billion Dollars (\$1,500,000,000);
5. For punitive and exemplary damages in an amount sufficient to punish Defendants and to deter similar conduct;
6. For the imposition of a constructive trust upon all benefits, property, and profits Defendants wrongfully acquired and retain as a result of their conduct, and for an order requiring Defendants to disgorge and transfer to Plaintiff all such benefits, property, and profits;
7. For a full and complete accounting from all Defendants of all benefits, profits, revenues, cost savings, and other economic advantages received as a result of Plaintiff's services, including but not limited to those arising from Plaintiff's intervention in the South Park franchise dispute;
8. For compensatory damages for physical injury, physical sickness, and resulting emotional distress, in an amount according to proof;
9. For medical expenses incurred and to be incurred for treatment of physical injuries and physical sickness caused and exacerbated by Defendants' conduct;
10. For prejudgment interest as permitted by law;
11. For costs of suit incurred herein;

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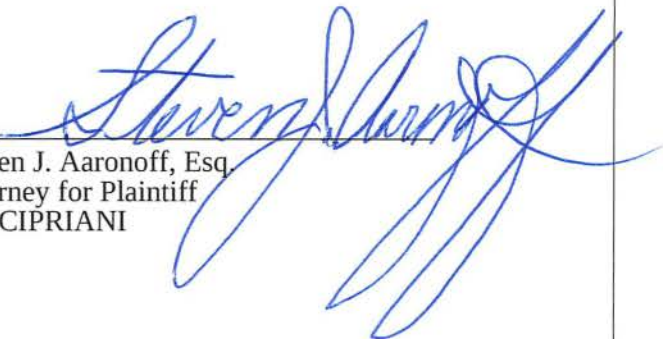
By: 
Steven J. Aaronoff, Esq.
Attorney for Plaintiff
R.J. CIPRIANI

EXHIBIT A

WhatsApp Communication — Initial Meeting
Monday, August 26, 2024

<  Jeff Shell ▾ ⋮

Monday, August 26, 2024

Jeff

12:00 PM

Hey
Thanks for
meeting

12:22 PM

You too, 

sorry you
your family



EXHIBIT B

WhatsApp Communication — "CONFIDENTIAL"
October 10, 2024

October 10, 2024

Today

Good afternoon
Hope you're well.
CONFIDENTIAL
Did you have any personal
dealings with Jon Peters?
Big article is coming
out this coming Monday
about him and his alleged
shady dealings.
He bad mouthed to
reporter some of the
people at NBC/Uni

1:36 PM ✓✓

None. Never met him

1:39 PM

Great!

1:41 PM

EXHIBIT C

WhatsApp Communications — Dana White Friendship
(3 pages)

Great! 1:41 PM ✓✓



Just making sure
1:41 PM ✓✓

The article is already out
in The Hollywood Reporter
print version.
Goes Online Monday.
Peters made himself look
stupid!
3:37 PM ✓✓

Talks shit about Ari
Emanuel and Dana White.
Talked shit about Ron
Meyer, too, but I was able
to keep it out of the article
4:06 PM ✓✓

That's a bummer Dana
White is a friend of mine
4:15 PM

That's a bummer Dana White is a friend of mine

4:15 PM

I know him, too
He's a great guy!
He's always been a gentleman to me.

4:20 PM ✓✓

That's why I texted you.
Peters is trying to talk about any past relationship with a big name to give him relevance in 2024.
I'm glad you weren't involved with Peters in any way
past or present.

4:24 PM ✓✓

Really appreciate the heads up

4:24 PM

4:20 PM ✓

That's why I texted you.
Peters is trying to
talk about any past
relationship with a
big name to give him
relevance in 2024.
I'm glad you weren't
involved with Peters in any
way
past or present. 4:24 PM ✓

Really appreciate the
heads up 4:24 PM

Always
We are friends now.
I will do whatever I can
to protect you and help
you stay out of negative
news. 4:53 PM ✓



😊 Message



EXHIBIT D

WhatsApp Communication — Ron Meyer Article
"Thank you thank you thank you"

At least you were completely out of the article, which is great!

11:51 AM ✓✓

Thank you thank you thank you. Poor Ron

12:07 PM

HOME > BUSINESS > BUSINESS NEWS

Bizarre Love Triangle: Ron Meyer Had a Fling with Charlotte Kirk's Manager, Too

Even as Kirk seeks payment in a sordid \$2 million settlement with the ex-NBCU vice chair, new details emerge that the actress' onetime manager (and a former Miss Great Britain) had her own "sexy" encounter with Meyer that left her feeling "loved" and possibly "driven

Got it changed!!!

 Message



EXHIBIT E

WhatsApp Communication — South Park Solicitation

"Hey do you have a second to talk this after?"

I need your help/guidance re South Park"

JEFF SNEIL changed. Tap to learn more.

Yesterday

Hey do you have a second to talk this after? I need your help/guidance re South Park 12:31 PM

Yes 2:13 PM ✓✓

Voice call
📞 No answer 2:13 PM

Call you in 10 2:14 PM

Ok

EXHIBIT F

WhatsApp Communication — Kevin Morris Threat

"I really don't like Kevin Morris threatening
you and your family"



Jeff...



9:58 AM ✓

I really don't like Kevin Morris threatening you and your family. If doesn't work out I can pay him a visit in a very cordial way to make sure he doesn't threaten you again. Let me know

11:20 AM ✓

Thanks, [REDACTED]. I love you not yet.

11:23 AM

Ok 11:30 AM ✓



Message



EXHIBIT G

WhatsApp Communication — Article Placement /
Plausible Deniability

"I'm the one that put the article out for you!!!"

← JS Jeff Shell 📺 📞 ⋮

[.com/business](#)
[/business](#)
[-news/south](#)
[-park-skydance](#)
[-paramount-fight](#)
[-1236314541/](#)

6:29 PM ✓✓

Yep they say they will file end of day tomorrow if we don't meet their terms. We'll see. I think this article is pretty good. Thoughts? 6:30 PM

I'm the one that put the article out for you!!!



Message



I'm the one that put the article out for you!!!
I didn't want to tell you till it hit so you have plausible deniability 6:35 PM ✓✓

I don't let people threaten my friends!
6:36 PM ✓✓

Voice call
📞 No answer
6:36 PM

It puts the other side in a bad position.
Set the narrative

EXHIBIT H

WhatsApp Communication —
"I Don't Let People Threaten My Friends!"

I'm the one that put the article out for you!!!
I didn't want to tell you till it hit so you have plausible deniability 6:35 PM ✓✓

I don't let people threaten my friends!
6:36 PM ✓✓

Voice call
📞 No answer
6:36 PM

It puts the other side in a bad position.
Set the narrative

EXHIBIT I

WhatsApp Communication —
"I love you!!!!" / "I owe you dinner at least!"

← JS Jeff Shell 📺 📞 ⋮

It puts the other side
in a bad position.
Set the narrative
FIRST.
Just like I said day
one

6:37 PM ✓✓

I love you!!!! The
hunter Biden thing
is awesome. Thank
you 🟩. On a zoom or
id answer

6:45 PM

I know what to say in
an article

6:47 PM ✓✓

I owe you dinner at
least!

6:48 PM



Message



EXHIBIT J

WhatsApp Communication — UFC MNPI

"We are buying ALL of the UFC rights
for the next 7 years for Paramount"

← JS Jeff Shell 📺 📞 ⋮

You just tell me exactly when to pull the trigger tomorrow night

2:31 PM ✓✓

We are buying ALL of the UFC rights for the next 7 years for Paramount. Netflix thought they had it. \$7 billion +. Everything...numbered events currently PPV and all of their fight nights Exclusive. We will put it on P+ and CBS. Embargo until after Netflix earnings.

2:31 PM

😊 Message 📎 📷



EXHIBIT K

WhatsApp Communication —
"Very hush hush until we sign"

← JS Jeff Shell 📺 📞 ⋮

Pretty big right?

2:31 PM

Very big!!! 2:32 PM ✓✓

Did your relationship
with Dana help do
this

2:32 PM ✓✓

No he actually
shockingly doesn't
know yet. Ari. And
Netflix thought thinks
have a handshake.
Very hush hush until
we sign

2:41 PM

WOW!!! 2:42 PM ✓✓

Just let me know



Message

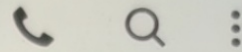


EXHIBIT L

Communications Between R.J. Cipriani and Ari Emanuel

(Late 2019 – Early 2020)

< Ari Emanuel
3107017080



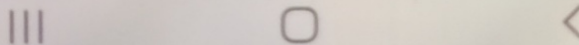
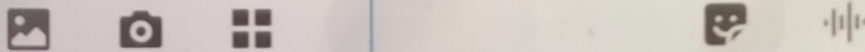
Monday, December 2, 2019

Sorry to have caught you off guard this morning. My name is RJ Cipriani Ask Ron Meyer about me. Robert Alexander (Robo) gave me your number I just wanted to make sure you were aware that I helped you because of our friendship with Ron Meyer. I help good people. That's it. Maybe we could meet for

View all

9:14 AM

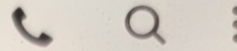
You could have at least



3:25

73%

< Ari Emanuel
3107017080



sure you were aware that
I helped you because of
our friendship with Ron
Meyer.
I help good people.
That's it.
Maybe we could meet for

View all



9:14 AM

You could have at least
said,
"Thank You"
That's all I was looking
for

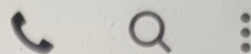
3:44 PM

Tuesday, December 3, 2019

I really appreciate you
taking the time to call me
and thank me.
It means alot.
Ron M is a great guy and



< Ari Emanuel
3107017080



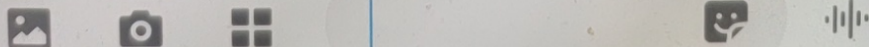
Tuesday, December 3, 2019

I really appreciate you taking the time to call me and thank me. It means alot. Ron M is a great guy and I would do anything for him. I'm an East Coast guy An Italian from Philly. It's all about respect for each other. That's what's important in life. I'm here if you ever need me. Have a great week

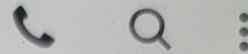
View all

10:20 AM

Monday, December 23, 2019



< Ari Emanuel
3107017080



Monday, December 23, 2019

Happy Hanukkah my friend
Enjoy the holidays!

12:44 PM



Liked "Happy Hanukkah my friend
Enjoy the holidays!"

2:08 PM

Wednesday, January 1, 2020

HAPPY NEW YEAR
Hope 2020 is great for
you and your family in
EVERY WAY!!

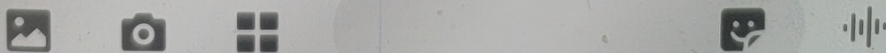
9:45 PM

Thursday, January 2, 2020



1:38 AM

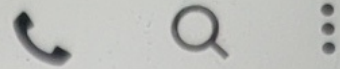
Sunday, January 19, 2020



3:27

73%

< Ari Emanuel
3107017080



Good afternoon
Happy Sunday
Hope you and you're
family are well.
Are you available anytime
this week for a coffee or
a lunch?

3:54 PM

Tuesday, January 21, 2020

A

Traveling all week
And next week going to
super bowl

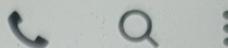
Hit you in a few

1:59 PM

2:00 PM

Ok

< Ari Emanuel
3107017080



Monday, February 17, 2020

Good evening
I haven't heard back from
you

8:05 PM

Tuesday, February 18, 2020



In nyc

Then fly to Abu Dhabi

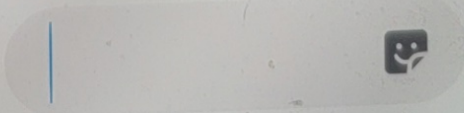
Then I have to go to
Chicago for funeral
back to Vegas for
our fight and back to
Chicago

Following week NYC
and London

I am just running. Sorry

6:25 AM

I was very very busy too



< Ari Emanuel
3107017080

[phone icon] [search icon] [three dots icon]

and London

I am just running. Sorry

6:25 AM

I was very, very busy too!
But I made the time
and effort to help you
without even knowing
you, only because of
your friendship with Ron
Meyer.
You clearly don't respect
me or my time.
If you did you would
make time for a coffee.
No problem.
You're too busy
I understand now that I
helped the wrong g

[document icon] View all

11:41 AM

>

Saturday, March 21, 2020

[gallery icon] [camera icon] [app drawer icon] [input field] [emoji icon] [voice icon]