

2006 FEB -6 AM 11:05

CIVIL DIVISION

Circuit Court for Baltimore City

City or County

CIVIL-NON-DOMESTIC CASE INFORMATION REPORT

Directions:

Plaintiff: This Information Report must be completed and attached to the complaint filed with the Clerk of Court unless your case is exempted from the requirement by the Chief Judge of the Court of Appeals pursuant to Rule 2-111(a). A copy must be included for each defendant to be served.

Defendant: You must file an Information Report as required by Rule 2-323(h).

THIS INFORMATION REPORT CANNOT BE ACCEPTED AS AN ANSWER OR RESPONSE.

FORM FILED BY: ☒ PLAINTIFF ☐ DEFENDANT CASE NUMBER: 24-C-06-001493

CASE NAME: Brent D. Redstone v National Amusements, Inc.

JURY DEMAND: ☐ Yes ☒ No Anticipated length of trial: _____ hours or 5 days

RELATED CASE PENDING? ☐ Yes ☒ No If yes, Case #(s), if known: _____

Special Requirements? ☐ Interpreter/communication impairment Which language _____
(Attach Form I-332 if Accommodation or Interpreter Needed) Which dialect _____
☐ ADA accommodation: _____

NATURE OF ACTION (CHECK ONE BOX)

DAMAGES/RELIEF

TORTS ☐ Motor Tort ☐ Premises Liability ☐ Assault & Battery ☐ Product Liability ☐ Professional Malpractice ☐ Wrongful Death ☒ Business & Commercial ☐ Libel & Slander ☐ False Arrest/Imprisonment ☐ Nuisance ☐ Toxic Torts ☐ Fraud ☐ Malicious Prosecution ☐ Lead Paint ☐ Asbestos ☐ Other _____	LABOR ☐ Workers' Comp. ☐ Wrongful Discharge ☐ EEO ☐ Other _____ CONTRACTS ☐ Insurance ☐ Confessed Judgment ☐ Other _____ REAL PROPERTY ☐ Judicial Sale ☐ Condemnation ☐ Landlord Tenant ☐ Other _____ OTHER ☐ Civil Rights ☐ Environmental ☐ ADA ☐ Other _____	A. TORTS Actual Damages ☐ Under \$7,500 ☐ Medical Bills ☐ \$7,500 - \$50,000 \$ _____ ☐ \$50,000 - \$100,000 ☐ Property Damages ☐ Over \$100,000 \$ _____ ☐ Wage Loss \$ _____ B. CONTRACTS ☐ Under \$10,000 ☐ \$10,000 - \$20,000 ☐ Over \$20,000 C. NONMONETARY ☐ Declaratory Judgment ☐ Injunction ☒ Other <u>Dissolution</u> of a Maryland Corporation	
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ALTERNATIVE DISPUTE RESOLUTION INFORMATION

Is this case appropriate for referral to an ADR process under Md. Rule 17-101? (Check all that apply)

A. Mediation ☒ Yes ☐ No C. Settlement Conference ☒ Yes ☐ No

B. Arbitration ☐ Yes ☒ No D. Neutral Evaluation ☐ Yes ☒ No

TRACK REQUEST

With the exception of Baltimore County and Baltimore City, please fill in the estimated LENGTH OF TRIAL. THIS CASE WILL THEN BE TRACKED ACCORDINGLY.

☐ ½ day of trial or less ☐ 3 days of trial time

☐ 1 day of trial time ☐ More than 3 days of trial time

☐ 2 days of trial time

PLEASE SEE PAGE TWO OF THIS FORM FOR INSTRUCTIONS PERTAINING TO THE BUSINESS AND TECHNOLOGY CASE MANAGEMENT PROGRAM AND ADDITIONAL INSTRUCTIONS IF YOU ARE FILING YOUR COMPLAINT IN BALTIMORE COUNTY, BALTIMORE CITY, OR PRINCE GEORGE'S COUNTY.

Date February 6, 2006 Signature Paul Mark Sandler
Paul Mark Sandler

BUSINESS AND TECHNOLOGY CASE MANAGEMENT PROGRAM

For all jurisdictions, if Business and Technology track designation under Md. Rule 16-205 is requested, attach a duplicate copy of complaint and check one of the tracks below.



Expedited

Trial within 7 months of
Defendant's response



Standard

Trial - 18 months of
Defendant's response

☐ EMERGENCY RELIEF REQUESTED _____

Signature _____

Date _____

IF YOU ARE FILING YOUR COMPLAINT IN BALTIMORE COUNTY, BALTIMORE CITY, OR PRINCE GEORGE'S COUNTY PLEASE FILL OUT THE APPROPRIATE BOX BELOW.

CIRCUIT COURT FOR BALTIMORE CITY (check only one)

- ☐ Expedited Trial 60 to 120 days from notice. Non-jury matters.
- ☐ Standard-Short Trial seven months from Defendant's response. Includes torts with actual damages up to \$7,500; contract claims up to \$20,000; condemnations; injunctions and declaratory judgments.
- ☐ Standard-Medium Trial 12 months from Defendant's response. Includes torts with actual damages over \$7,500 and under \$50,000, and contract claims over \$20,000.
- ☒ Standard-Complex Trial 18 months from Defendant's response. Includes complex cases requiring prolonged discovery with actual damages in excess of \$50,000.
- ☐ Lead Paint Fill in: Birthdate of youngest plaintiff _____.
- ☐ Asbestos Events and deadlines set by individual judge.
- ☐ Protracted Cases Complex cases designated by the Administrative Judge.

CIRCUIT COURT FOR PRINCE GEORGE'S COUNTY

To assist the Court in determining the appropriate Track for this case, check one of the boxes below. This information is not an admission and may not be used for any purpose other than Track Assignment.

- ☐ Liability is conceded.
- ☐ Liability is not conceded, but is not seriously in dispute.
- ☐ Liability is seriously in dispute.

CIRCUIT COURT FOR BALTIMORE COUNTY

- ☐ Expedited (Trial Date-90 days) Attachment Before Judgment, Declaratory Judgment (Simple), Administrative Appeals, District Court Appeals and Jury Trial Prayers, Guardianship, Injunction, Mandamus.
- ☐ Standard (Trial Date-240 days) Condemnation, Confessed Judgments (Vacated), Contract, Employment Related Cases, Fraud and Misrepresentation, Intentional Tort, Motor Tort, Other Personal Injury, Workers' Compensation Cases.
- ☐ Extended Standard (Trial Date-345 days) Asbestos, Lender Liability, Professional Malpractice, Serious Motor Tort or Personal Injury Cases (medical expenses and wage loss of \$100,000, expert and out-of-state witnesses (parties), and trial of five or more days), State Insolvency.
- ☐ Complex (Trial Date-450 days) Class Actions, Designated Toxic Tort, Major Construction Contracts, Major Product Liabilities, Other Complex Cases.

FILED
CLERK OF COURT
BALTIMORE, MD

IN THE CIRCUIT COURT OF MARYLAND FOR BALTIMORE CITY

CIVIL DIVISION

BRENT D. REDSTONE,
1910 Evans Ranch Road
Evergreen, Colorado 80439

Plaintiff,

v.

NATIONAL AMUSEMENTS, INC.,
a Maryland corporation
200 Elm Street
Dedham, Massachusetts 02026

SERVE ON:
Resident Agent
THE CORPORATION TRUST INCORPORATED
300 East Lombard Street
Baltimore, Maryland 21202

Defendant.

Case No. 24-C-06-001493

COMPLAINT

Plaintiff Brent D. Redstone, by his undersigned counsel, sues Defendant National Amusements, Inc. ("NAI") and alleges as follows:

SUMMARY OF THE ACTION

1. NAI is the controlling shareholder of Viacom Inc. and CBS Corporation. It holds 46,829,414—or 71.2%—of the voting shares (through its wholly-owned subsidiary NAIRI, Inc.) and 91,428,905—or 11.7%—of the total shares of stock in each company. With this and other assets, NAI's fair-market value exceeds \$8 billion (\$8,000,000,000.00). NAI is a closely-held Maryland corporation, and Plaintiff owns one-sixth ($\frac{1}{6}$) of its outstanding shares.

2. NAI is controlled by its majority shareholder, the Sumner M. Redstone National Amusements Trust u/d/t dated June 28, 2002 ("SMR Trust"). Sumner Redstone is Chairman of the Board and, until recently, CEO of Viacom Inc. He is also Plaintiff's father. Sumner Redstone and the NAI shareholders, directors and officers acting under his direction have engaged in a campaign to freeze-out Plaintiff from participation in the business operations and affairs of the company. The freeze-out has been part of a scheme to keep Sumner Redstone in complete control of every aspect of NAI and thus of Viacom and the billions of dollars in assets it controls.

3. In connection with the freeze-out, Sumner Redstone and the NAI shareholders, directors and officers have breached fiduciary duties and abused confidential relationships with Plaintiff by engaging in self-dealing and favoritism in their conduct of NAI's affairs.

4. Plaintiff seeks involuntary dissolution of NAI, as is his right pursuant to Maryland Corporations and Associations Code Section 3-413(b)(2), due to the oppressive acts of those in control of the corporation.

JURISDICTION AND VENUE

5. This Court has general jurisdiction over this proceeding pursuant to Maryland Courts and Judicial Proceedings Code Section 1-501.

6. The value of NAI exceeds \$25,000, as does the value of Plaintiff's one-sixth ($\frac{1}{6}$) ownership interest in the company. Consequently, the amount in controversy in this action exceeds \$25,000 exclusive of attorneys' fees and interest.

7. Venue is proper in this judicial district because NAI's only office in the State of Maryland is its registered office at 300 E. Lombard St., Baltimore, MD 21202.

PARTIES

8. Plaintiff Brent D. Redstone owns sixteen and two-thirds ($16\frac{2}{3}$) voting shares of NAI—which is one-sixth ($\frac{1}{6}$) of the total voting shares of the company. He also owns one hundred sixteen and two-thirds ($116\frac{2}{3}$) of the non-voting shares of NAI, which likewise constitutes one-sixth ($\frac{1}{6}$) of the total of those shares. Plaintiff is a member of the board of directors of NAI and is entitled to vote in the election of its directors.

9. Defendant NAI is a corporation organized and existing under the laws of the State of Maryland, with its principal office located at 200 Elm Street, Dedham, Massachusetts, 02026. It can be served in Baltimore City where its registered agent is located: The Corporation Trust Incorporated, 300 E. Lombard St., Baltimore, MD 21202.

10. The members of NAI's board of directors are Sumner M. Redstone, Shari E. Redstone, David R. Andelman, George S. Abrams, Philippe P. Dauman, and Plaintiff.

11. Defendant NAI has only three shareholders. They are Plaintiff, the SMR Trust, and the Shari Ellin Redstone Trust u/d/t dated October 18, 1999 (the "SER Trust"). Sumner M. Redstone, David R. Andelman, George S. Abrams, Philippe P. Dauman, Phyllis Redstone, Leonard Lewin, and Irving Jacobs are, upon information and belief, the trustees of the SMR Trust. The SMR Trust is the record owner of sixty-six and two-thirds ($66\frac{2}{3}$) voting shares of NAI, which constitutes two-thirds ($\frac{2}{3}$) of the total voting shares. Sumner M. Redstone and Shari E. Redstone are, upon information and belief, the trustees of the SER Trust. The SER Trust is the record owner of sixteen and two-thirds ($16\frac{2}{3}$) voting shares of NAI, which constitutes one-sixth ($\frac{1}{6}$) of the total voting shares. Shari Redstone is Plaintiff's sister and the daughter of Sumner Redstone.

BACKGROUND FACTS

12. Although he nominally sits on NAI's board of directors, Plaintiff has been denied for many years any meaningful role managing, directing or participating in the corporate affairs of NAI. In their freeze-out of Plaintiff, those in control of NAI, acting on behalf of and at the direction of Sumner Redstone, have, among other things:

- a. failed to adhere to corporate formalities and basic norms of corporate governance—for example, failing to hold required board and shareholder meetings and attempting to persuade Plaintiff to approve meeting minutes prepared for NAI subsidiary shareholder and board meetings that never took place in connection with applications for credit facilities for hundreds of millions of dollars;
- b. failed to provide Plaintiff with basic information about the financial and corporate affairs of NAI—for example, Plaintiff has frequently not received NAI balance sheets and financial statements in connection with its annual shareholders' meeting as required by NAI bylaws;
- c. failed to inform Plaintiff of, or allow him to provide input on, significant company decisions and transactions—for example, since Plaintiff's 2003 removal from the Viacom board and at least until the 2006 split of Viacom and CBS, Plaintiff has been the only NAI director who is not also a Viacom director, and thus, he has been the only NAI director without access to critical information regarding NAI's chief asset; yet issues concerning Viacom are often presented to him for a vote in a last-minute rush, and he is forced to vote or abstain from voting without important information or the time to analyze the information he has;
- d. failed and, upon occasion, refused to provide Plaintiff with adequate and timely notice of company transactions on which Plaintiff's consent as a director or shareholder was required and/or which keenly affected Plaintiff's interests—for example, (1) the \$63 billion (\$63,000,000,000.00) break up of the old Viacom entity into the new Viacom Inc. and CBS Corporation (along with multiple related companies), (2) the bailout by NAI of Sumner Redstone's personal loan of approximately \$425 million (\$425,000,000.00) plus interest, and (3) the closings of two theaters that, directly and indirectly, had generated substantial income for Plaintiff;
- e. failed to provide Plaintiff with any opportunity for input with regard to the theater closings that affected his income and failed to replace this lost income;

- f. failed to ever declare a dividend, despite monumental profits and readily available cash, and despite a specific request from Plaintiff—for example, NAI recently received a cash dividend from its Viacom stock of about \$60 million (\$60,000,000.00) and approximately \$800 million (\$800,000,000.00) in revenue from the resale of Viacom stock back to Viacom, yet it refuses to pass any of these funds on as dividends to its shareholders;
- g. failed to treat Plaintiff evenhandedly, instead embracing a policy of favoritism with regard to company opportunities and obligations—for example, failing to appoint Plaintiff to any significant or well-compensated management position at NAI, Viacom or any of NAI's subsidiaries despite multiple such appointments for the other shareholders (Sumner Redstone and his daughter Shari Redstone);
- h. failed to take advantage of corporate opportunities on behalf of NAI and instead caused or allowed Sumner Redstone and the SMR Trust to usurp those opportunities—for example, Sumner Redstone acquired large amounts of Midway Games stock for himself in competition with purchases by NAI and he directed NAI to sell Viacom stock back to Viacom after he had determined, as Viacom's Chairman and CEO, that the stock was undervalued and thus that the price was advantageous to Viacom and not to NAI;
- i. failed to act independently or loyally to the company, instead putting the interests of Sumner Redstone first and engaging in self-dealing—for example, Sumner Redstone borrowed, upon information and belief, approximately \$425 million (\$425,000,000.00) from Citigroup, and then arranged an NAI bailout of his loan and repayment of his debt in exchange for stock, much of which he had acquired with the loan proceeds; and similarly, in connection with his divorce, Sumner Redstone caused NAI and/or affiliated entities to transfer NAI assets, including a multi-million dollar suite purchased and owned by NAI at the exclusive Hotel Pierre in New York City, to his wife, Phyllis Redstone, as a payoff in exchange for considerations in the divorce that were personal to Sumner Redstone or on terms that were advantageous to him personally and disadvantageous to NAI and Plaintiff;
- j. failed to act independently or loyally to the company, instead putting the interests of Shari Redstone first and engaging in self-dealing—for example, in connection with Shari Redstone's divorce, Sumner Redstone caused NAI to gratuitously award a severance package worth millions of dollars to Ira Korff, former NAI employee and husband of Shari Redstone, as a payoff in exchange for considerations in the divorce that were personal to Shari Redstone.

A. Plaintiff's Acquisition of NAI Stock

13. In 1968, Plaintiff's grandfather Michael Redstone placed a substantial number of shares of NAI stock into a trust for the benefit of his four grandchildren (the "Grandchildren Trust"). Sumner Redstone had been named the trustee of this trust, and in 1984, he breached fiduciary duties and abused confidential relationships by arranging for NAI to buy back all of the trust's stock at a price that was advantageous to the company and to himself personally. With this transaction, Sumner Redstone solidified his control of NAI and ultimately of Viacom. He attempted to justify the transaction as in Plaintiff's best interests by saying that Plaintiff and his sister Shari would manage and control the company.

14. The trust created by Plaintiff's grandfather was not Plaintiff's only trust with holdings in NAI stock. On July 21, 1972, Sumner Redstone had placed sixteen and two-thirds ($16\frac{2}{3}$) voting shares of NAI stock in a trust ("BDR Trust") for the benefit of Plaintiff. The BDR Trust was irrevocable and not subject to modification. It required distribution of the principal and accumulated income of the BDR Trust to Plaintiff in two installments. First, Plaintiff was to receive one-half ($\frac{1}{2}$) of the trust principal and accumulated income on April 20, 1990—his 40th birthday. The remaining principal and accumulated income was then to be distributed to Plaintiff on April 20, 1995—his 45th birthday.

15. In creating the Grandchildren Trust and the BDR Trust, and in committing substantial shares of NAI stock to them, both Michael and Sumner Redstone intended, expected and planned for Plaintiff to have a significant role in managing NAI and the assets it controls. Sumner Redstone repeatedly stated that Plaintiff and his sister Shari

would run the company, and it was his objective to be sure that NAI and, through it, Viacom would remain in the control of Plaintiff, his sister, and their children. Plaintiff shared these expectations.

B. The Voting Trust

16. At least since 1984—when he bought out the interests of the Grandchildren Trust—and to this very day, Sumner Redstone has personally controlled two-thirds ($\frac{2}{3}$) of NAI's voting shares. He therefore enjoys virtually unlimited control over NAI.

17. In 1999, however, when his wife, Phyllis Redstone, filed for divorce, Wall Street observers and analysts began to question whether the divorce could reduce Sumner Redstone's control over NAI and thus over Viacom. In response, Sumner Redstone assured the business community that he had and would retain complete control of NAI regardless of the outcome of the divorce.

18. Having stated publicly that his divorce presented no threat to his voting control over NAI, yet faced with uncertainty regarding the outcome of the divorce, Sumner Redstone began pressuring Plaintiff and his sister Shari to sign a document entitled Voting Trust. The trust document provided that it would be *irrevocable*, that Sumner Redstone would be the *only* voting trustee (thereby giving him complete control of ALL voting shares of NAI stock during his lifetime) and that Plaintiff and his sister would receive *no compensation* for giving up their voting rights. When Plaintiff declined to sign this naked attempt by Sumner Redstone to manipulate control of the stock, and thus, of Viacom, for personal reasons related to the divorce, Sumner Redstone responded by tendering to Plaintiff's sister (but not to Plaintiff) a *revocable* voting trust

agreement, which she signed. Subsequently, as a result, Sumner Redstone has treated his daughter with extreme favoritism and has retaliated against and disfavorably treated Plaintiff, his son.

C. The Viacom Board

19. Sumner, Shari, and Brent Redstone, the only three NAI shareholders (directly or through trusts), sat on the Viacom board of directors from 1994 until early 2003 when Plaintiff was removed. Sumner Redstone and Shari Redstone continue to hold seats on the Viacom and CBS boards due to NAI's control of Viacom. As a result, they enjoy very substantial benefits, including, upon information and belief, very substantial income, status, extravagant expense accounts, housing, travel and other perks.

20. Sumner Redstone caused Plaintiff to be removed from the board. He did this, at least in part, in retaliation because Plaintiff did not always concede to his demands or vote however he instructed.

D. The NAI Board

21. Plaintiff does sit nominally on the NAI board of directors; however, he has recently been threatened with removal by NAI's general counsel, Tad Jankowski, at the behest of Sumner Redstone. The threat came in response to Plaintiff's requests for more time to consider board matters that had not been presented to him timely, and again, for his failure to always concede to Sumner Redstone's wishes and demands, or to vote however Sumner Redstone desired.

22. Although Sumner Redstone controls (through the SMR Trust) two-thirds ($\frac{2}{3}$) of NAI's outstanding shares, his de facto control over the company is absolute. There are no independent directors of NAI. Each board member (other than Plaintiff)

enjoys considerable income (direct and indirect), power, and prestige that is contingent upon continuing to please Sumner Redstone.

23. By failing to exercise independent judgment on matters presented to the NAI board for approval—instead, rubberstamping whatever Sumner Redstone proposes—the NAI directors have abdicated their duties and responsibilities in violation of their obligations and fiduciary duties to NAI and to Plaintiff.

E. Northeast Theatre Corporation

24. Northeast Theatre Corporation ("Northeast Theatre") is a theater management company that manages NAI's theaters and the sale of concessions at those theaters.

25. Upon information and belief, Northeast Theatre is wholly-owned by Sumner Redstone and, along with Shari Redstone, he has complete control of the company and, thus, all revenue generated at NAI's theaters.

26. Northeast Theatre pays Plaintiff a salary of several hundred thousand dollars a year. This is a chief source of his income. Plaintiff does nothing to earn this income other than own NAI stock, and Sumner Redstone has blocked his efforts to inquire into NAI's ownership, operations, financial condition and relationship with Northeast Theatre.

27. Upon information and belief, Sumner Redstone and Shari Redstone have used Northeast Theatre to funnel cash out of NAI, thereby misappropriating millions of dollars from NAI and distributing this money chiefly and inequitably to themselves.

COUNT I: DISSOLUTION

28. Plaintiff realleges and incorporates by reference the allegations set forth in the preceding paragraphs.

29. Since 1968, Plaintiff has reasonably expected to benefit and prosper from his ownership interest in NAI and has relied on that expectation. Plaintiff reasonably expected that his ownership in NAI entitled him to a job, a share of corporate earnings, a place in corporate management, and a secure income. These expectations were shared by Michael and Sumner Redstone and were central to their decision to bring Plaintiff into the company.

30. These expectations have led Plaintiff to give up substantial rights and opportunities and to commit substantial time, effort and labor to the company. Relying on these expectations, and at Sumner Redstone's urging, Plaintiff joined the NAI and Viacom boards, moved to New York, and became intimately involved in the business of these companies.

31. The NAI directors, officers and shareholders, other than Plaintiff, have been acting concertedly under the control of and for the exclusive benefit of Sumner Redstone and/or the SMR Trust.

32. The NAI directors, officers and shareholders, other than Plaintiff, have fiduciary and confidential relationships with Plaintiff and NAI, and their continuing disloyalty to Plaintiff and NAI has violated their obligations under those relationships.

33. In this manner and otherwise, for reasons that are not Plaintiff's fault, Sumner Redstone and the NAI shareholders, directors and officers, other than Plaintiff, have oppressed and continue to oppress Plaintiff in his position as a minority shareholder

by (a) frustrating Plaintiff's reasonable expectations as a shareholder, (b) engaging in self-dealing and other breaches of fiduciary duty and abuses of confidential relationships, and (c) treating Plaintiff unfairly and in bad faith.

34. These oppressive acts include, among other things:

- a. Sumner Redstone exercising his control of NAI for his own personal benefit, and for the benefit of Shari Redstone, to the disadvantage of Plaintiff with the complicity and participation of the NAI shareholders, directors and officers other than Plaintiff;
- b. Sumner Redstone and the NAI shareholders, directors and officers, other than Plaintiff, engaging in self-dealing and favoritism and compensating themselves extravagantly with salaries, expense accounts and other distributions in connection with positions at Northeast Theatre, Viacom, CBS and/or other entities owned or controlled by NAI, while denying Plaintiff access to comparable or proportionate income, status and responsibility;
- c. Sumner Redstone and the NAI shareholders, directors and officers, other than Plaintiff, usurping NAI corporate opportunities;
- d. Sumner Redstone and the NAI shareholders, directors and officers, other than Plaintiff, unfairly using their positions to advance their own individual interests as distinguished from that of the company and/or acquiring interests that conflict with the clear and proper discharge of their duties.
- e. Sumner Redstone and the NAI shareholders, directors and officers, other than Plaintiff, manipulating NAI transactions in order to provide themselves with preferential treatment in the use, enjoyment and distribution of NAI assets, while purposely concealing these transactions from Plaintiff;
- f. Sumner Redstone and the NAI shareholders, directors and officers, other than Plaintiff, refusing to follow corporate procedures and formalities and denying Plaintiff the corporate information that he is entitled to and which is essential to fulfilling his duties as a director and/or shareholder;
- g. Sumner Redstone and the NAI shareholders, directors and officers, other than Plaintiff, depleting the sources of Plaintiff's income and refusing to declare a dividend, despite monumental profits and Plaintiff's request;

- h. Sumner Redstone and the NAI shareholders, directors and officers, other than Plaintiff, causing Plaintiff's removal from the Viacom board, threatening to remove him from the NAI board and making it clear that his participation in the decision-making of the company was unwelcome;
- i. Sumner Redstone and the NAI shareholders, directors and officers, other than Plaintiff, conspiring to create a hostile environment in order to freeze Plaintiff out of all or nearly all aspects of NAI's business.

35. These oppressive acts constitute an abusive exercise of power, the benefits of which flow almost exclusively to the other NAI shareholders, Sumner Redstone and Shari Redstone, through their trusts, and not to Plaintiff.

36. These oppressive acts have frustrated Plaintiff's reasonable expectations as an NAI shareholder.

37. These oppressive acts have harmed Plaintiff and effectively denied him the use, enjoyment and benefit of his one-sixth ownership of NAI.

38. Unless these oppressive acts end, the long range future of NAI will not benefit Plaintiff. What Plaintiff will have, so long as Sumner Redstone and/or the SMR Trust is able to make the kinds of decisions he has been making, is a block of stock which is worth no more than pennies on the dollar compared to its fair and reasonable value. And Sumner Redstone and/or the SMR Trust will continue to make decisions which are in his best interests (and those of Shari Redstone) and which ignore the wishes, needs and best interests of Plaintiff.

39. Plaintiff is entitled to dissolution pursuant to Maryland Corporations and Associations Code Section 3-413(b)(2).

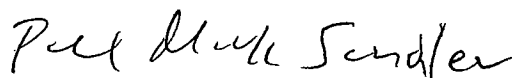
PRAYER FOR RELIEF

40. WHEREFORE, Plaintiff requests:

- a. That the Court order the dissolution of NAI pursuant to Maryland Corporations and Associations Code Section 3-413(b) by appointing a receiver to sell NAI's assets, satisfy all outstanding arms-length debts of NAI, distribute the proceeds to the shareholders, and otherwise wind up the affairs of NAI;
- b. That the Court order, adjudge and decree that NAI shall reimburse Plaintiff for his costs, including attorneys' fees and litigation expenses, incurred in bringing and prosecuting this action; and
- c. That the Court grant Plaintiff such additional relief as may be deemed just and proper.

Dated: February 6, 2006

Respectfully submitted,



Stephen D. Susman
Mark L.D. Wawro
SUSMAN GODFREY L.L.P.
1000 Louisiana, Suite 5100
Houston, Texas 77002
Telephone: (713) 651-9366
Pro Hac Vice Applications Pending

Paul Mark Sandler
Robert B. Levin
SHAPIRO SHER GUINOT & SANDLER
36 South Charles Street
Charles Center South, Suite 2000
Baltimore, Maryland 21202
Telephone: (410) 385-0202

Jonathan Bridges
SUSMAN GODFREY L.L.P.
901 Main Street, Suite 5100
Dallas, Texas 75202
Telephone: (214) 754-1900
Pro Hac Vice Application Pending

Drew D. Hansen
SUSMAN GODFREY L.L.P.
1201 Third Avenue, Suite 3800
Seattle, WA 98101-3000
Telephone: (206) 516-3880
Pro Hac Vice Application Pending

Attorneys for Plaintiff