

1 Jonathan G. Polak, Esq. (Indiana Bar No. 21954-49)  
SOMMER BARNARD PC  
2 JPolak@sommerbarnard.com  
One Indiana Square, Suite 3500  
3 Indianapolis, Indiana 46204  
Telephone: 317-713-3500  
4 Facsimile: 317-713-3699

5 David J. Cook, Esq. (California Bar No. 60859)  
COOK, PERKISS & LEW, P.L.C.  
6 DavidCook@cookcollectionattorneys.com  
333 Pine Street, Suite 300  
7 P.O. Box 270  
San Francisco, California 94104-0270  
8 Telephone: 415-989-4730  
Facsimile: 415-989-0491

9 Attorneys for Plaintiff FREDERIC GOLDMAN  
10 Individually and as Personal Representative of the Estate of Ronald Lyle Goldman

11  
12 **UNITED STATES DISTRICT COURT**  
13 **CENTRAL DISTRICT OF CALIFORNIA**

14 FREDERIC GOLDMAN, an individual,  
and as personal representative of the  
15 Estate of Ronald Lyle Goldman,  
Deceased,

16 Plaintiffs,

17 vs.

18 ORENTHAL JAMES SIMPSON, aka,  
19 O.J. SIMPSON; LORRAINE BROOK  
ASSOCIATES, a corporation,

20 Defendants.  
21  
22  
23

Case No.

**COMPLAINT TO SET ASIDE  
FRAUDULENT CONVEYANCE  
AND FOR RELIEF UNDER  
UNFAIR COMPETITION LAW**

24  
25 Plaintiff FREDERIC GOLDMAN, individually and as Personal  
26 Representative of the Estate of Ronald Lyle Goldman (“Plaintiff”), hereby  
27 complains of Defendants, and each of them, as follows:  
28

1 **JURISDICTIONAL ALLEGATIONS**

2 1. Plaintiff FREDRIC GOLDMAN is an individual, who resides in the  
3 State of Arizona, and is the personal representative of the Estate of Ronald Lyle  
4 Goldman.

5 2. Defendant ORENTHAL JAMES SIMPSON aka O.J. SIMPSON  
6 (“SIMPSON”) is an individual who is a resident of the State of Florida.

7 3. Plaintiff is informed and believes, and based thereon alleges, that  
8 Defendant LORRAINE BROOKE ASSOCIATES (“LORRAINE BROOKE”) is a  
9 corporation with its principal place of business in the City of Miami, State of  
10 Florida.

11 4. Plaintiff is informed and believes, and based thereon alleges, that  
12 Leonardo Starke (“STARKE”) is an attorney licensed to practice law under the laws  
13 of the State of Florida, with his principal place of business in the City of Miami,  
14 State of Florida, and that SIMPSON has hired STARKE as his agent, attorney,  
15 and/or representative, and directed him to form one or more corporations.

16 5. Jurisdiction is found by and through diversity under 28 U.S.C. Section  
17 1332. Venue is properly laid in the Central District of California under 28 U.S.C.  
18 Sections 1391(a)(2) and (b)(2) on the basis that Trans-National Marketing, located  
19 in Santa Monica, California, brokered the deal by and between, on the one hand,  
20 SIMPSON and LORRAINE BROOKE, and on the other hand, Judith Regan, then  
21 an employee of HarperCollins, News Corporation, and/or Fox Broadcasting. Upon  
22 information and belief, some, if not all, of the discussions, negotiations and  
23 transactions by and between these entities related to the subject matter of this suit  
24 occurred within Los Angeles, California, and/or the Central District of California.  
25 Judith Regan and Fox Broadcasting maintain offices in the City of Los Angeles,  
26 State of California. Plaintiff is informed and believes, and thereon alleges, that  
27 some or all of the transactions were executed and/or entered into at Judith Regan’s  
28 offices in Los Angeles.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**BRIEF STATEMENT OF THE FACTS**

6. Plaintiff previously filed an action in the Superior Court for the State of California, County of Los Angeles, entitled *Frederic Goldman v. Orenthal James Simpson*, Case No. SC 036340 (“State Court Action”). Plaintiff prevailed by way of an entry of judgment on March 10, 1997, in the amount of \$19,725,100. A copy of this judgment is attached hereto marked as Exhibit “A” and incorporated herein by reference. The Judgment has been renewed and the total amount owed, pursuant to the renewal, is in excess of \$38 million. A copy of the Application for Renewal is attached hereto marked as Exhibit “B” and incorporated herein by reference. The judgment remains unsatisfied, other than nominal sums collected through various levies, despite Plaintiff’s various efforts to try to collect on the judgment.

**SUMMARY OF RECENT EVENTS**

7. In or about mid-November, 2006, HarperCollins, a national book publisher, by and through Judith Regan, operating under the trade name of “Reganbooks,” announced the pending publication of a book generally under the title, If I Did It, ostensibly authored by SIMPSON. Contemporaneously, Fox Broadcasting announced a face-to-face interview by and between Judith Regan and SIMPSON, in which he would be interviewed generally as to a number of matters, including the murders of Nicole Brown Simpson and Ronald Goldman. Plaintiff is informed and believes, and based thereon alleges, that both HarperCollins and Fox Broadcasting are subsidiaries of News Corporation, and that Rupert Murdoch is the Chairman of the Board of News Corporation. Public outcry contributed to the cancellation of both the “book deal” and the “broadcasting deal”, but news reports, including comments by SIMPSON himself, indicated that SIMPSON nevertheless received a sum of money, reportedly as high as approximately \$1,000,000. SIMPSON has indicated that funds he received would be used for his children’s “legacy.”

1           8.     Plaintiff is informed and believes, and based thereon alleges, that  
2 SIMPSON retained the services of STARKE, an attorney with a sports-based  
3 practice located in the City of Miami Beach, State of Florida, to form an entity  
4 under the name of LORRAINE BROOKE, which is a corporation formed on or  
5 about March, 2006, under the laws of the State of Florida. Plaintiff is informed and  
6 believes, and based thereon alleges, that Defendant LORRAINE BROOKE is a shell  
7 corporation, without a meaningful office or business activity, that LORRAINE  
8 BROOKE is an entity used as a conduit as set forth herein, and that LORRAINE  
9 BROOKE was created to warehouse SIMPSON's intellectual property rights,  
10 making them available to others for purposes of commercial exploitation, and  
11 thereafter receiving funds which would be funneled to SIMPSON, his children, a  
12 trust fund, and/or otherwise hidden and secreted. Plaintiff is informed and believes  
13 that the names LORRAINE and BROOKE are the middle names of SIMPSON's  
14 two children. Plaintiff alleges, on information and belief, that the creation of  
15 LORRAINE BROOKE is part of a continuing practice, the purpose of which is to  
16 enable SIMPSON to avoid paying creditors such as Plaintiff.

17           9.     Plaintiff alleges, on information and belief, that as part and parcel of  
18 the book deal with HarperCollins and the broadcasting deal with Fox Broadcasting,  
19 SIMPSON assigned his intellectual property rights, generally consisting of various  
20 rights relating to the publication of the book and the television interview. These  
21 rights would generally include, but are not limited to, the right to use and exploit the  
22 rights of publicity by which to sell books and receive royalties and profits thereby,  
23 all of which would be enhanced by the television interview.

24           10.    Plaintiff has been informed, and thereon alleges, that HarperCollins and  
25 Fox Broadcasting, under the control of News Corporation, agreed to pay SIMPSON  
26 various sums of money as an "up-front fee" and also agreed to pay other monies,  
27 either as royalties or other payments during the publication of the book, and in the  
28 event that the book deal was aborted, that SIMPSON in fact would receive a large

1 sum of money. On information and belief, Plaintiff alleges that, as a result of the  
2 book deal, along with the broadcast being withdrawn, News Corporation,  
3 HarperCollins, and/or Fox Broadcasting has paid LORRAINE BROOKE the total  
4 due under the contract, equaling or exceeding the sum of about \$1,000,000, and that  
5 said funds have now been disbursed or distributed, either in part or in whole, but  
6 News Corporation, HarperCollins and/or Fox Broadcasting still hold various  
7 residual rights in and to the intellectual property, principally consisting of the book,  
8 printed materials, and the intellectual property contained therein. On information  
9 and belief, News Corporation, through its various subsidiaries, retained ownership  
10 rights in the intellectual property contained in the inventory of books in which  
11 LORRAINE BROOKE had some type of rights of control and/or other rights of  
12 disposition thereof.

13 **FIRST CLAIM FOR RELIEF**

14 **Fraudulent Conveyance with Intent to Hinder, Delay and Defraud**

15 **California Civil Code Section 3439.04(a)(1)**

16 **(Against All Defendants)**

17 11. Plaintiff hereby incorporates all of the allegations of paragraphs 1  
18 through 10 as though fully set forth herein.

19 12. Pursuant to California's Uniform Fraudulent Transfer Act, *Civil Code*  
20 §§ 3439.04 et seq., Plaintiff is informed and believes, and based thereon alleges, that  
21 Defendant SIMPSON sold, conveyed, and/or assigned various valuable rights of  
22 publicity, including his putative version of the facts pertaining and relating to the  
23 murders of Nicole Brown Simpson and Ronald Lyle Goldman, to Defendant  
24 LORRAINE BROOKE, with the intent to hinder, delay, and defraud Plaintiff as a  
25 Judgment Creditor, along with other creditors, including the family of Nicole Brown  
26 Simpson, DirectTV, and American Express, which holds a \$25,000 judgment  
27 against SIMPSON. Plaintiff is informed and believes that the purpose of the  
28 conveyance of SIMPSON's intellectual property, ultimately constituting the book

1 deal and the broadcasting deal, to LORRAINE BROOKE, was to render extremely  
2 difficult, expensive, problematical, or virtually impossible, any attempt to reach the  
3 monies, funds, and/or properties received by LORRAINE BROOKE, by placing  
4 such funds and/or properties outside the State of California, and in the name of  
5 LORRAINE BROOKE, not in the name of the Judgment Debtor. Vesting the  
6 intellectual property in the name of a nominee gave SIMPSON the ability to  
7 contract in the name of the nominee, and not his own name, and therefore free  
8 himself from the prospect that a Judgment Creditor would levy upon News  
9 Corporation (or its subsidiaries) as the paying entities in that News Corporation  
10 would be obligated to pay LORRAINE BROOKE, and not SIMPSON.  
11 Furthermore, the conveyance of the intellectual property rights to LORRAINE  
12 BROOKE was to permit SIMPSON to negotiate the deal, through a surrogate, straw  
13 man, or nominee, so that he would be able to receive or disburse funds, either in part  
14 or in whole, without having said funds being laid vulnerable to levy and execution  
15 by the multiple Judgment Creditors, and each of the same. Said conveyance was for  
16 the purpose of hindering, delaying and defrauding the Judgment Creditors, and each  
17 of the same, and should be set aside.

18       13. Upon information and belief, Plaintiff alleges that SIMPSON caused  
19 the creation of LORRAINE BROOKE for the purpose of permitting SIMPSON to  
20 take and receive money from the book deal and the broadcasting deal, and shield  
21 them from the claims of the creditors.

22       14. Defendant LORRAINE BROOKE has, either in part or in whole,  
23 disbursed or distributed the funds, either for and on behalf of SIMPSON,  
24 SIMPSON's creditors, or is holding the funds. The disbursement, transfer, wire  
25 transfer, or payment of monies for and on behalf of SIMPSON constitutes a second  
26 and separate fraudulent conveyance under California *Civil Code* § 3439.04(a)(1).

27       15. To the extent that the funds are still held or under the control of  
28 Defendant LORRAINE BROOKE, in any bank account in its name, or otherwise

1 under its control, who is SIMPSON's nominee and/or agent, in part or in whole,  
2 including such funds held in a trust account, the conveyance of these funds and  
3 transmitting the same should be declared null and void, and these fund paid over and  
4 returned to the Judgment Creditors, in partial payment of the subject judgment  
5 herein. To the extent that the funds have been distributed to and on behalf of  
6 SIMPSON, or SIMPSON's nominees, or to pay SIMPSON's liabilities, Plaintiff is  
7 entitled to an accounting to and from LORRAINE BROOKE, and if said funds are  
8 not available therein, for a personal judgment and damages to and against  
9 LORRAINE BROOKE.

10 16. The conduct of Defendant LORRAINE BROOKE is particularly  
11 egregious, malicious, and contrary to the public policy of the State of California, in  
12 that the entity known as LORRAINE BROOKE was created with intent and purpose  
13 that it would serve to act as a conduit to avoid payment of the claims of creditors,  
14 and was created to hinder, delay and defraud Plaintiff, constituting a fraudulent  
15 conveyance, either under California and/or Florida law. Defendant LORRAINE  
16 BROOKE is subject to the jurisdiction of this Court, in which the wrongful acts  
17 occurred herein, in that the underlying transaction was to take place within the State  
18 of California hereunder.

19 **SECOND CLAIM FOR RELIEF**

20 **Unlawful, Unfair, or Fraudulent Business Act or Practice**  
21 **California Business and Professions Code §§ 17200 et seq.**  
22 **(Against All Defendants)**

23 17. Plaintiff hereby incorporates all prior allegations in paragraphs 1  
24 through 16 as though fully set forth in their entirety.

25 18. The transfer of the intellectual property rights by SIMPSON to  
26 LORRAINE BROOKE constitutes an unlawful, unfair, and/or fraudulent business  
27 act or practice under California's Unfair Competition Law, Business and  
28 Professions Code §§ 17200 et seq. The purpose of said transfer was to remove from

1 SIMPSON's name, and mask in the name of a nominee, valuable rights, worth  
2 millions of dollars, and provide a conduit by which monies received from the  
3 NEWS entities would be funneled through LORRAINE BROOK for disbursement  
4 to various persons and parties at the request and direction of SIMPSON.  
5 Furthermore, on information and belief, the creation of LORRAINE BROOKE was  
6 and is for the purpose of creating a corporate vessel and/or conduit which would  
7 hide, secret, and conceal the ownership of the funds from other creditors, which  
8 would include, but is not limited to American Express, Direct TV, this Plaintiff, and  
9 the family of Nicole Brown Simpson, and each of them.

10 19. Defendants, and each of them, created LORRAINE BROOKE for the  
11 sole purpose of spiriting monies from the hands and reach of various creditors,  
12 including, but not limited to, American Express, Direct TV, Plaintiff, and the family  
13 of Nicole Brown Simpson, if not others. The creation of this entity for purposes of  
14 syphoning funds in such a manner to preclude creditors from reaching them and  
15 doing it in such a way to move money over state lines, is an unfair business practice  
16 in contravention to the public policy of the State of California, and contrary to the  
17 prohibitions in the Uniform Fraudulent Transfer Act.

18 20. Plaintiff is entitled to the following relief:

19 A. Restitution of unjustly retained funds and/or disgorgement of any  
20 and all profits and proceeds.

21 B. The issuance of immediate relief consisting of the enforcement of  
22 an assignment order from this Court consistent with C.C.P. § 708.510, Civil Code  
23 §3439.07( c), and Bus. & Prof. Code §§ 17200 et seq.

24 C. To the extent that funds have been disbursed or distributed, for a  
25 money judgment based upon disgorgement of profits and proceeds, or any funds in  
26 the hands of LORRAINE BROOKE.

27 D. Such other actual and punitive damages as are appropriate.

28

1 WHEREFORE, Plaintiff prays for judgment as follows:

2 1. For an order setting aside and vacating the conveyance, transfer, and  
3 disposition of any funds arising from the book deal and/or broadcasting deal.

4 2. For an order compelling turnover and payment of said funds arising from  
5 the book deal and broadcasting deal to Plaintiff herein.

6 3. For an order authorizing and allowing the issuance of an assignment,  
7 restraining and turnover order for purposes of enforcement of the State Court  
8 Judgment as allowed under Civil Code § 3439.07( c), or otherwise as allowed under  
9 the equitable powers of this court.

10 4. For an order restoring to Plaintiff any and all unjustly retained funds  
11 and/or disgorgement of any and all profits and proceeds.

12 5. To the extent that funds have been disbursed or distributed, for a money  
13 judgment based upon disgorgement of profits and proceeds, or any funds in the  
14 hands of LORRAINE BROOKE.

15 6. For such actual and punitive damages as just and appropriate.

16 7. For costs of suit.

17 8. For such other and further relief as the court deems just and proper.

18 DATED: December 19, 2006

SOMMER BARNARD PC

19  
20 By: Jonathan G. Polak  
21 Jonathan G. Polak  
22 Attorneys for Plaintiff FREDERIC  
23 GOLDMAN Individually and as Personal  
24 Representative of the Estate of Ronald  
25 Lyle Goldman

26 DATED: December 19, 2006

COOK, PERKISS & LEW, P.L.C.

27 By: David J. Cook  
28 David J. Cook  
Attorneys for Plaintiff FREDERIC  
GOLDMAN Individually and as Personal  
Representative of the Estate of Ronald  
Lyle Goldman