



1 Jackson's personal property and to recover damages and costs for the Defendants'  
2 wrongful conduct.

3 Parties

4 4. Plaintiff MJJ Productions, Inc. ("MJJ") is a California corporation.

5 5. Plaintiff is informed and believes and thereon alleges that Defendant Julien's  
6 Auction House, LLC. ("Julien's Auctions") is a California limited liability company with its  
7 principal place of business in West Hollywood, California.

8 6. Plaintiff is informed and believes and thereon alleges that Darren Julien  
9 ("Julien") is an individual residing in the City of West Hollywood, State of California.

10 7. The true names and capacities, whether individual, corporate, associate, or  
11 otherwise, of defendants DOES 1 through 25, inclusive, are unknown to Plaintiff at this  
12 time. Plaintiff sues those defendants by such fictitious names pursuant to Code of Civil  
13 Procedure § 474 and will amend this complaint to show their true names and capacities  
14 when they have been ascertained. Plaintiff is informed and believes, and based on that  
15 information and belief alleges, that each of the defendants designated as a DOE is legally  
16 responsible for the events and happenings referred to in this complaint, and unlawfully  
17 caused the injuries and damages to Plaintiff alleged in this complaint.

18 8. At all times mentioned in this complaint, each of the defendants were the  
19 agents and employees of the other defendants, and in doing the things alleged in this  
20 complaint, defendants were acting within the course and scope of their agency and  
21 employment.

22 Allegations Common to All Causes of Action

23 9. Neverland Valley Ranch ("Neverland") is an approximately 2,800 acre ranch  
24 located in the Santa Ynez Valley of California that was home to pop superstar Michael  
25 Jackson.

26 10. In addition to a 13,000 square foot main house, Neverland had a 5,000  
27 square foot theater, an approximate 1,500 square foot storage facility, numerous other  
28 structures, as well as a private amusement park and zoo.

1 11. As a result of a financial reorganization of the Neverland property in mid-  
2 2008, all of Michael Jackson's personal property had to be removed from Neverland within  
3 90 days.

4 12. Mr. Jackson's personal property at Neverland included awards, photographs,  
5 clothes, furniture, artwork, games, automobiles, and other memorabilia and possessions  
6 collected throughout his legendary career. Many of the items are unique, have  
7 extraordinary sentimental value in addition to being valued personal possessions. All told,  
8 Plaintiff is informed and believes that there were more than 2,000 items of Michael  
9 Jackson's personal property located at Neverland prior to August of 2008. Many of the  
10 items are priceless and irreplaceable; Defendants apparently concur in the assessment as  
11 they have claimed that the property is worth millions of dollars.

12 13. In an effort to move all of Michael Jackson's personal property out of  
13 Neverland, while simultaneously arranging for an auction of certain selected items that  
14 were no longer desired by Mr. Jackson, the president of MJJ, Dr. Tohme R. Tohme,  
15 contacted Darren Julien of Julien's Auction House, LLC sometime in or about July of 2008.

16 14. MJJ is a furnishing company used to provide the personal services of Michael  
17 Jackson.

18 15. Julien was advised of the time constraints and the need to remove Michael  
19 Jackson's personal property from Neverland as soon as possible.

20 16. Julien was advised by Dr. Tohme that while all of the personal property would  
21 be moved out of Neverland, none of Michael Jackson's personal property could be sold at  
22 auction unless and until an inventory with photographs was provided for Mr. Jackson and  
23 Dr. Tohme to review, at which point, Mr. Jackson would determine which items could be  
24 sold at auction.

25 17. At all times prior to removing all of the personal property from Neverland,  
26 Julien promised and assured Dr. Tohme that none of the personal property removed from  
27 Neverland would be sold at auction prior to Michael Jackson reviewing an inventory with  
28 photographs in order to determine what could be sold.

1 18. Julien presented Dr. Tohme with an "Auction Consignment Agreement" which  
2 was executed by Dr. Tohme on behalf of MJJ or about August 7, 2008 ("Agreement").  
3 Julien executed the Agreement on behalf of "Julien's Auctions, LLC." Michael Jackson  
4 never signed the Agreement.

5 19. At the time that he signed the Agreement, Dr. Tohme was not aware that  
6 there is no such entity as "Julien's Auctions, LLC." The actual name of the LLC is "Julien's  
7 Auction House, LLC."

8 20. Apart from the problem with the name, the Agreement violates the rules  
9 promulgated by the California legislature at Title 2.95 for Auctioneer and Auction  
10 Companies commencing at Civil Code § 1812.600. Specifically, the Agreement fails to  
11 comply with the California Civil Code in the following particulars:

12 a. The Agreement does not contain the auction company's correct name,  
13 and does not set forth the business address and business telephone number (Civil Code  
14 § 1812.608(d)(1));

15 b. The Agreement does not contain "[a]n inventory of the item or items  
16 to be sold at auction" (Civil Code § 1812.608(d)(2));

17 c. The Agreement does not "explicitly state which party shall be  
18 responsible for advertising and other expenses" (Civil Code § 1812.608(d)(3));

19 d. The Agreement does not state the "approximate date or dates when  
20 the item or items will be sold at auction" (Civil Code § 1812.608(d)(4)); and,

21 e. The Agreement does not have a "disclosure that the auctioneer or  
22 auction company has a bond on file with the Secretary of State" (Civil Code §  
23 1812.608(d)(6)).

24 21. Pursuant to Civil Code 1812.609, "[a]ny waiver of the provisions of this title  
25 is contrary to public policy, and is void and unenforceable."

26 22. MJJ never agreed to waive any of the provisions of Civil Code § 1812.608,  
27 nor would any such waiver be enforceable.

28 23. In summary, the Agreement is illegal and unenforceable due to the failure to

1 comply with the requirements enumerated in Civil Code § 1812.608.

2 24. Further, the Agreement itself was procured by fraud: But for the express  
3 representation by Julien that none of Michael Jackson's personal property would be sold  
4 at auction unless and until Mr. Jackson reviewed a complete inventory and photographs  
5 of each of the items to approve of what could be sold, MJJ would not have entered into the  
6 Agreement. It has now been revealed that Julien's representation was false.

7 25. Moreover, MJJ is not authorized to sell or otherwise dispose of Michael  
8 Jackson's personal property without Michael Jackson's approval.

9 26. Commencing in August of 2008 and continuing through October of 2008,  
10 Defendants caused more than 2,000 items of Michael Jackson's personal property to be  
11 removed from Neverland by truck and has continuously had all of said property under their  
12 possession, custody or control in warehouses and other undisclosed locations in Los  
13 Angeles County and elsewhere.

14 27. To date, Julien and Julien's Auctions have still not provided a complete  
15 inventory of all of the items that were removed from Neverland, nor have they provided  
16 photographs of all of the items.

17 28. Subsequent to removing Michael Jackson's personal property from  
18 Neverland, Julien's Auctions publicly announced that it intends to conduct a auction of  
19 Michael Jackson's personal property starting on April 21, 2009 in Beverly Hills, California.

20 29. Despite repeated demands by MJJ, Julien and Julien's Auctions have refused  
21 to provide a complete inventory and photographs of all of Mr. Jackson's property or to  
22 return Michael Jackson's personal property.

23 30. Instead, over the past several weeks, Julien has claimed that if Michael  
24 Jackson wanted anything back, he would have to bid on it at auction like anyone else.  
25 Additionally, catalogues for the proposed auction with photographs and descriptions of the  
26 property have recently been published on the web site for Julien's Auctions.

27 31. Julien has also stated that he was under no obligation to return anything and  
28 that his contract entitles him to auction anything that he wants.



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**SECOND CAUSE OF ACTION  
CONVERSION  
AGAINST ALL DEFENDANTS**

41. Plaintiff incorporates by reference all of the allegations set forth in paragraphs 1 through 34 as though they were set forth in their entirety herein.

42. From August through October of 2008, Defendants and each of them came into possession of Michael Jackson's personal property located at Neverland as a consignee (i.e., bailee) under the auspices of the Agreement, which as herein alleged, is an illegal contract that was procured by fraud.

43. MJJ, on behalf of Michael Jackson, is entitled to immediate possession of all of Michael Jackson's personal property that was removed by Defendants from Neverland.

44. Over the past several months, the Plaintiff has repeatedly demanded the return of the property described in this complaint.

45. Defendant failed and refused to comply with Plaintiff's demand for the return of the property, and continues to fail and refuse to return the property to Plaintiff.

46. The property is worth millions of dollars; many of the items have extraordinary sentimental value and are priceless. Defendants' wrongful conversion has caused millions of dollars in damages to Plaintiff, the precise amount of which shall be determined at trial.

47. Between the time of Defendants' conversion and the filing of this action, Plaintiff has expended considerable sums of money and time in an effort to secure the return of the property that is the subject of this action, in an amount in excess of the jurisdiction of this court to be proven at the time of trial.

48. The conduct of Defendants was malicious, fraudulent, extreme, outrageous, and without any legal justification whatsoever, and punitive damages should be assessed against Defendants to punish their conduct and deter them and others from committing similar acts.

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1 similar acts.

2 **FIFTH CAUSE OF ACTION**  
3 **FRAUD - INTENTIONAL MISREPRESENTATION**  
4 **AGAINST ALL DEFENDANTS**

5 65. Plaintiff incorporates by reference all of the allegations set forth in paragraphs  
6 1 through 34 as though they were set forth in their entirety herein.

7 66. Commencing in July of 2008 and at all times prior to the execution of the  
8 Agreement on August 7, 2008, Defendant Julien on behalf of Julien's Auctions represented  
9 to Dr. Tohme on behalf of MJJ that none of Michael Jackson's personal property that was  
10 going to be removed from Neverland would be sold at auction unless and until Michael  
11 Jackson specifically approved of the sale of each item being sold.

12 67. When Julien made the representation as described above, he knew that the  
13 representation was false and made it with the intent to induce Plaintiff to enter into the  
14 Agreement.

15 68. Dr. Tohme on behalf of MJJ believed that Julien's statement that Michael  
16 Jackson would have the right to approve which items of his personal property could be sold  
17 at auction was true and had no reason to believe that the statement was false.

18 69. Julien intentionally misrepresented that Michael Jackson would have approval  
19 rights as aforesaid.

20 70. Julien intentionally misrepresented what approval rights would be granted  
21 with the specific intent to defraud Plaintiff.

22 71. Plaintiff reasonably relied upon the misrepresentation and would not have  
23 entered into the Agreement but for its reliance thereon.

24 72. As a direct and proximate result of the fraud described herein, Plaintiff has  
25 been damaged by Defendants' conduct in an amount in excess of the jurisdiction of this  
26 court to be determined at the time of trial.

27 73. The conduct of Defendants was malicious, fraudulent, extreme, outrageous,  
28 and without any legal justification whatsoever, and punitive damages should be assessed

1 against Defendants to punish their conduct and deter them and others from committing  
2 similar acts.

3 **SIXTH CAUSE OF ACTION**  
4 **UNFAIR BUSINESS PRACTICES**  
5 **AGAINST ALL DEFENDANTS**

6 74. Plaintiff incorporates by reference all of the allegations set forth in paragraphs  
7 1 through 34 as though they were set forth in their entirety herein.

8 75. The Agreement violates the rules promulgated by the California legislature  
9 at Title 2.95 for Auctioneer and Auction Companies commencing at Civil Code § 1812.600.  
10 Specifically, the Agreement fails to comply with the California Civil Code in the following  
11 particulars:

12 a. The Agreement does not contain the auction company's correct name,  
13 and does not set forth the business address and business telephone number (Civil Code  
14 § 1812.608(d)(1));

15 b. The Agreement does not contain "[a]n inventory of the item or items  
16 to be sold at auction" (Civil Code § 1812.608(d)(2));

17 c. The Agreement does not "explicitly state which party shall be  
18 responsible for advertising and other expenses" (Civil Code § 1812.608(d)(3));

19 d. The Agreement does not state the "approximate date or dates when  
20 the item or items will be sold at auction" (Civil Code § 1812.608(d)(4));

21 e. The Agreement does not have a "disclosure that the auctioneer or  
22 auction company has a bond on file with the Secretary of State" (Civil Code §  
23 1812.608(d)(6)).

24 76. Pursuant to Civil Code 1812.609, "[a]ny waiver of the provisions of this title  
25 is contrary to public policy, and is void and unenforceable."

26 77. MJJ never agreed to waive any of the provisions of Civil Code § 1812.608,  
27 nor would any such waiver be enforceable.

28 78. Defendants use of the Agreement that violates Civil Code § 1812.608

1 constitutes an unfair business practice pursuant to Business & Professions Code §§  
2 17200, et seq. Furthermore, the Agreement is illegal and unenforceable.

3 79. As a result of Defendants' unfair business practices, Plaintiff is entitled to an  
4 order declaring the Agreement void *ab initio* and for appropriate orders for Defendants to  
5 turn over all of the property that is the subject of this action.

6 **SEVENTH CAUSE OF ACTION**

7 **BREACH OF FIDUCIARY DUTY**

8 **AGAINST ALL DEFENDANTS**

9 80. Plaintiff incorporates by reference all of the allegations set forth in paragraphs  
10 1 through 34 as though they were set forth in their entirety herein.

11 81. As a consignee (i.e., bailee), Defendants owe Plaintiff a fiduciary duty with  
12 respect to Michael Jackson's personal property.

13 82. Defendants have refused to comply with Plaintiff's demands regarding the  
14 property, including but not limited to returning the property that Michael Jackson does not  
15 want to be sold at auction.

16 83. Defendants have misappropriated the consigned property and have advised  
17 Plaintiff that it will have to buy Michael Jackson's own property back at auction by bidding  
18 on it, even though there is a provision in the Agreement that states that "[y]ou agree not  
19 to bid on the Property."

20 84. Defendants have breached their fiduciary duty to Plaintiff by refusing to return  
21 the property.

22 85. Plaintiff has been damaged by Defendants' conduct in an amount in excess  
23 of the jurisdiction of this court to be determined at the time of trial.

24 86. The conduct of Defendants was malicious, fraudulent, extreme, outrageous,  
25 and without any legal justification whatsoever, and punitive damages should be assessed  
26 against Defendants to punish their conduct and deter them and others from committing  
27 similar acts.

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**EIGHTH CAUSE OF ACTION  
DECLARATORY RELIEF  
AGAINST ALL DEFENDANTS**

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4       87. Plaintiff incorporates by reference all of the allegations set forth in paragraphs  
5 1 through 34 as though they were set forth in their entirety herein.

6       88. Defendants have proclaimed that they have the right to sell all of Michael  
7 Jackson's personal property.

8       89. Plaintiff has claimed that it has a right to approve of which items can be sold  
9 at auction and can refuse to sell anything. Plaintiff further claims that Defendants are  
10 fiduciaries, and merely bailees, who have an obligation to return Michael Jackson's  
11 personal property. Plaintiff also claims that the Agreement is illegal and unenforceable.

12       90. An actual controversy exists regarding Plaintiff's right to prevent Defendants  
13 from selling Michael Jackson's personal property.

14       91. A judicial declaration is necessary and appropriate so that the parties may  
15 ascertain and know their rights with respect to the selling of Michael Jackson's personal  
16 property.

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18       WHEREFORE, Plaintiff prays for the following relief:

19 As to the first cause of action:

20       1. For a writ of possession;

21 As to the second cause of action:

22       2. For compensatory damages according to proof;

23       3. For punitive damages;

24 As to the third cause of action:

25       4. For an order rescinding the Agreement;

26 As to the fourth cause of action:

27       5. For compensatory damages according to proof;

28       6. For punitive damages;

1 As to the fifth cause of action:

2 7. For compensatory damages according to proof;

3 8. For punitive damages;

4 As to the sixth cause of action:

5 9. For an order establishing that the Agreement is void and unenforceable;

6 As to the seventh cause of action:

7 10. For compensatory damages according to proof;

8 11. For punitive damages;

9 As to the eighth cause of action:

10 12. For declaratory relief;

11 As to all causes of action:

12 13. For such other and further relief as the court deems just and proper; and,

13 14. For costs of suit.

14 Dated: March 4, 2009

LAW OFFICES OF ALAN S. GUTMAN

By: 

Alan S. Gutman  
Attorneys for Plaintiff  
MJJ PRODUCTIONS, INC.

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