

1 professional law corporation, is a law firm doing business in
2 Los Angeles and the State of California, and duly
3 incorporated as such in the State of California. At all
4 relevant times, both Defendants were the attorneys for
5 Plaintiff.

- 6 3. Plaintiff is ignorant of the true names and capacities of
7 defendants sued herein as DOES 1 through 50, inclusive, and
8 therefore sues these defendants by such fictitious names.
9 Plaintiff will amend this Complaint to allege their true
10 names and capacities when the same have been ascertained.
11 Plaintiff is informed and believes, and upon such information
12 and belief alleges that each of the fictitiously named
13 defendants is responsible in some manner for the damages to
14 Plaintiff as alleged herein.

15 FACTUAL ALLEGATIONS

- 16 3. In September of 2006, Plaintiff was involved in a highly
17 publicized controversy over the paternity of a minor child.
18 Initially, Plaintiff did not have an attorney, although he
19 received numerous calls from attorneys and was made various
20 offers for legal representation.
- 21 4. Later in September of 2006, Plaintiff had received a
22 telephone call from a reporter who worked for MSNBC. This
23 reporter informed Plaintiff that she was familiar with an
24 attorney who wanted to represent Plaintiff in his paternity
25 dispute, and further that the attorney was willing to
26 represent Plaintiff for free.
- 27 5. Several minutes after the phone conversation with the MSNBC
28 reporter concluded, Plaintiff's phone rang. An individual
identified herself to Plaintiff as Debra Opri [hereafter,

1 Defendant Debra Opri shall be referred to simply as
2 "Opri"], and that she was calling Plaintiff at the request
3 of the MSNBC reporter.

4 6. Opri told Plaintiff in this initial telephone conversation
5 that she was a believer in father's rights, that Opri was
6 aware that Plaintiff had very limited financial means, that
7 Opri wanted to represent Plaintiff, and that Opri would not
8 charge Plaintiff any fees because the publicity from her
9 representation of Plaintiff would greatly benefit Opri's
10 legal career.

11 7. Opri also told Plaintiff that he would have her cell
12 number, that he would receive personal attention. Opri also
13 told Plaintiff that it was urgent for him to travel to Los
14 Angeles immediately, so that his legal rights in the
15 paternity dispute could be properly protected through
16 Opri's legal representation of Plaintiff.

17 8. At the urging of Opri, Plaintiff cut his New York trip
18 short and flew to Los Angeles to meet with Opri. At the
19 initial meeting, Opri told Plaintiff that she was a
20 specialist in family law, and that she had litigated
21 hundreds of family law cases.

22 9. Opri, over a period of two days, presented Plaintiff with
23 various documents to sign, including several legal fee
24 agreements. Opri made various statements to Plaintiff and
25 was able to secure his signatures on two legal fee
26 agreements; the first dated September 29, 2006 and the
27 second dated September 30, 2006. The legal fee agreement
28 most recent in time; i.e.; dated September 30, 2006, is
attached hereto and labeled Exhibit "A". Subsequent to

1 September 30, 2006, Opri obtained Plaintiff's signature on
2 a document entitled "Media Agreement With Assignment"
3 [hereafter referred to as "Media Agreement"], which said
4 document contained a provision reinforcing the above-
5 referenced legal fee agreement [the one dated September 30,
6 2006]. A copy of the Media Agreement is attached hereto as
7 Exhibit "B".

8 10. Subsequent to Plaintiff's retention of Opri, an interview
9 was arranged to take place in a studio; all arranged by
10 Opri. Plaintiff was surprised to learn when the interview
11 began that he was being questioned via a remote feed from
12 New York. The interview was being conducted by the same
13 former MSNBC reporter who had introduced Plaintiff to Opri
14 and recommended that he hire her.

15 11. Plaintiff was shocked during the interview when the former
16 MSNBC reporter seemed to be asking questions which
17 contained information from documents which Plaintiff knew
18 were confidential. After the interview concluded, Plaintiff
19 inquired of Opri regarding the reporter's knowledge of this
20 confidential information. Opri informed Plaintiff that she
21 had supplied the reporter with confidential information as
22 a "pay back" for the client referral. Opri also informed
23 Plaintiff that she and the reporter had become good friends
24 during the course of the Michael Jackson criminal trial.

25 12. Opri began making a deluge of media appearances, some of
26 which Opri made disparaging comments regarding the mother
27 of Plaintiff's child. Plaintiff instructed Opri not to make
28 these disparaging comments to the media, and further asked

1 that Opri refrain from making any further public
2 appearances in connection with his paternity dispute
3 without his prior consent. During this time period, Opri
4 informed Plaintiff that she had an agent attempting to
5 obtain a television show for her. Despite repeated requests
6 by Plaintiff, Opri continued to make public appearances and
7 statements regarding the paternity dispute.

8 13. Several months after Plaintiff's retention of Opri,
9 Plaintiff was informed by Opri that her associate Alex was
10 going to quit working for her because she could not afford
11 to pay him and that she needed money from Plaintiff. After
12 several conversations, and still without ever having
13 received any sort of statement, Plaintiff tendered
14 \$20,000.00 to Opri for what Opri told Plaintiff were
15 "costs" associated with the paternity litigation. Plaintiff
16 was told by Opri that he would not have to pay any more
17 money.

18 14. After the death of the mother [she will be referred to
19 hereinafter as "Anna"] of Plaintiff's child, funeral
20 arrangements were ultimately made for Anna to be buried in
21 the Bahamas. Plaintiff wanted to ensure that Anna be
22 afforded ultimate respect and decorum and specifically
23 instructed Opri not to attend Anna's funeral.

24 15. Despite Plaintiff's request, Opri attended Anna's funeral
25 and insisted on speaking with Plaintiff about business
26 matters.

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- 1 16. Subsequently, Opri requested that Plaintiff sign papers for
2 a project [hereafter referred to as the "project"] with a
3 third party business entity. Based upon information and
4 belief, Plaintiff contends that Plaintiff was to receive
5 compensation in connection with the project in an amount of
6 no less than \$1,050,000.00.
- 7 17. Based upon information and belief, Plaintiff contends that
8 at least \$865,000.00 in compensation from the project was
9 deposited into Opri's attorney client trust account, and/or
10 other accounts of Opri's.
- 11 18. Plaintiff never gave Opri consent to deposit any of the
12 moneys from the project into her accounts, and in fact,
13 Plaintiff specifically advised Opri that she was not
14 authorized to take control or possession of any of the
15 funds paid by the third party business entity in connection
16 with the project. Plaintiff informed Opri that the funds
17 were to be given directly to him.
- 18 19. Despite Plaintiff's protestations and directives, the money
19 from the project, which Plaintiff believes was at least
20 \$865,000.00, was ultimately routed through Opri's agent,
21 into accounts controlled by Opri, including but not
22 necessarily limited to her attorney client trust account.
- 23 20. Upon learning that his compensation from the project had
24 been deposited into Opri's bank account, Plaintiff demanded
25 that Opri turn the entirety of his money over to him.
26 Despite his demand, Opri only turned over \$200,000.00 to
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1 Plaintiff, and wrongfully retained possession and control
2 of the balance of the funds from the project, which, based
3 upon information and belief, Plaintiff asserts is at least
4 \$665,000.00.

5 21. Plaintiff had made multiple demands that Opri turn over to
6 him, the funds and compensation which are the property of
7 Plaintiff and which are and have been wrongfully withheld
8 by Opri. To date, Opri had ignored Plaintiff's demands.

9 22. After Opri refused to turn over the money which belonged to
10 Plaintiff and which Opri was wrongfully withholding,
11 Plaintiff terminated Opri as his attorney. Opri was
12 terminated by Plaintiff prior to DNA tests being ordered by
13 the Bahamian court in connection with the paternity
14 dispute. Opri, in an effort to cast her former client in a
15 bad public light, falsely informed the media that she had
16 terminated the attorney client relationship with Plaintiff.
17 In further derogation of her fiduciary obligations to
18 Plaintiff, Opri publicly made false statements to the media
19 that she had ended the professional relationship with
20 Plaintiff because he had engaged in unethical conduct.

21 23. Based upon information and belief, Plaintiff contends that
22 Opri, without his consent or advance knowledge started a
23 "save the Dannielynn Fund" [hereafter referred to as the
24 "fund"], whereby Opri solicited funds and donations from
25 the public to pay for Plaintiff's legal bills.

26 24. Once Plaintiff learned of the existence of the fund, he
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instructed Opri to shut the fund down and not to solicit or accept donations for Plaintiff's legal fees.

25. Based upon information and belief, Plaintiff alleges that Opri collected moneys on behalf of the fund, and that numerous checks were made payable to the order of Plaintiff.

26. Plaintiff never endorsed any checks made payable as a result of Opri's effort in establishing the fund. Based upon information and belief, Plaintiff alleges that Opri, without the consent of Plaintiff, received money as the result of her public solicitation, that some of the checks were made payable to Plaintiff, and that all said checks were endorsed by Opri and deposited into bank accounts controlled by Opri. Based upon information and belief, Plaintiff alleges that if Opri endorsed any of the aforesaid checks, that any said endorsements which contain or bear the purported signature of Plaintiff, were forged by Opri or her agents.

27. After Plaintiff returned from the Bahamas, he received a package via Federal Express, which contained a 112 page billing statement from Opri, which indicated that Plaintiff owed Opri \$620,492.84 for legal services rendered, and demanding payment from Plaintiff.

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- 1 30. Opri breached her fiduciary duty to Plaintiff each and
2 every time she failed to abide by his instructions
3 regarding the disposition of the above-referenced
4 \$885,000.00.
- 5 31. As a direct and proximate result of the breach of fiduciary
6 duty alleged herein, Plaintiff has suffered and continues
7 to suffer damage, in an amount to be proven at trial but
8 believed to be at least the sum of six hundred sixty five
9 thousand dollars (\$665,000) in addition to the damages
10 Plaintiff has suffered as the result of the loss of use
11 of these funds.
- 12 32. Opri made comments to the media in connection with her
13 representation of Plaintiff which contained confidential
14 information imparted by Plaintiff to Opri which was
15 disseminated to the public without the consent of
16 Plaintiff and directly contrary to his directives to Opri.
- 17 33. Opri had a desire to promote her career and earning
18 potential by obtaining publicity in connection with her
19 legal representation of Plaintiff in his paternity dispute.
20 Opri placed her own career desires and needs as a priority
21 over the needs, interests and desires of her own client;
22 i.e.; the Plaintiff herein, by obtaining publicity for
23 herself and Plaintiff in direct contravention to the
24 directives given to Opri by Plaintiff.
- 25 34. Opri incurred expenses and charged these expenses to
26 Plaintiff, without his consent; said expenses including
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1 dinners for friends and associates of Opri which cost
2 thousands of dollars, travel expenses, entertainment
3 expenses for Opri, her friends and family, and other
4 expenses, all in an amount to be proven at the time of
5 trial. These expenses were for the personal aggrandizement
6 of Opri, and were not incurred with the consent of, or for
7 the benefit of Plaintiff.

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9 35. At all times described herein, defendants acted with
10 malice, oppression and fraud with the intent to injure
11 Plaintiff and deprive Plaintiff of property which he is
12 otherwise entitled, thereby entitling Plaintiff to an award
13 of punitive and exemplary damages.

14 36. Plaintiff further seeks prejudgment interest on all sums
15 due and owing to Plaintiff from defendants from the date
16 of loss through the date of judgment, and post-judgment
17 interest until paid.

18 SECOND CAUSE OF ACTION
19 FOR
20 CONVERSION

(Against all Defendants)

21 37. Plaintiff incorporates the allegations in paragraphs 1
22 through 36. herein as if fully set forth herein.

23 38. When Opri received the \$885,000 funds due as compensation
24 to Plaintiff in connection with the project, and
25 deposited those funds into the client trust account, and/or
26 other accounts, she was, and continued to be a fiduciary of
27 Plaintiff in connection with those funds. When the funds
28 were deposited into the Client Trust Account and/or other
accounts they were and remained the sole and exclusive
property of Plaintiff.

- 1 39. Defendant intentionally and wrongfully failed to pay the
2 sum of \$885,000 to Plaintiff at the time of his demands or
3 at any time thereafter, despite Plaintiff's repeated
4 demand for payment. When Opri was instructed by
5 Plaintiff to remit said funds to Plaintiff, she breached
6 her fiduciary duties owed to Plaintiff by failing to remit
7 said funds to Plaintiff. Opri had no legal right to retain
8 possession of these funds as they were the taxable
9 compensation of Plaintiff from the third party business
10 entity and not part of any legal dispute settlement which
11 might theoretically be subject to any sort of lien.
- 12 40. Defendant's wrongful refusal to pay the sum of \$885,000 to
13 Plaintiff on each of these occasions constitutes an
14 unlawful conversion of Plaintiff's property.
- 15 41. As a direct and proximate result of the wrongful conversion
16 alleged herein, Plaintiff is entitled to recover the value
17 of the property at the time of the conversion, or \$885,000
18 plus interest thereon from the date of the conversion until
19 such sum is recovered.
- 20 42. As a direct and proximate result of the wrongful conversion
21 alleged herein, Plaintiff is entitled to recover a fair
22 compensation for the time and money properly expended in
23 pursuit of the property.
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- 25 43. Defendant's motive, intent and purpose in refusing to
26 transfer the funds to Plaintiff when they became due and
27 owing was wrongful thereby justifying an award of exemplary
28 and punitive damages against Opri.

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THIRD CAUSE OF ACTION
FRAUD
(AGAINST DEFENDANT OPRI)

44. Plaintiff incorporates the allegations in paragraphs 1 through 43 herein as if fully set forth herein.

45. When Plaintiff first met with Opri in September of 2006, Opri informed Plaintiff that she was a specialist in California family law, that she had litigated hundreds of family law cases, and that she would represent Plaintiff's legal interests in his paternity dispute free of charge for legal services.

46. Plaintiff believed these representations of Opri and her qualifications to be true at the time he heard them from Opri.

47. Opri made these statements to Plaintiff with the intent that he would rely upon the accuracy of the statements, and that Plaintiff's belief in these statements as true, would cause Plaintiff to retain the legal services of Opri.

48. Plaintiff in fact believed the statements of Opri to be true when she stated them to him, and in reliance upon the accuracy of these statements regarding Opri's expertise, Plaintiff retained Opri to be his attorney to assist him in connection with his paternity dispute. Plaintiff's reliance upon the statements made by Opri was reasonable. Based upon these and other representation, Plaintiff also executed the above-referenced Media Agreement.

49. Based upon information and belief, Plaintiff alleges that the statements made to him by Opri regarding her qualifications and expertise were false when made, that Opri knew the statements to be false, and that Opri made

1 the statements with the intent to induce Plaintiff into
2 retaining Opri to be his attorney.

3 50. As a direct and proximate result of the false statements
4 made by Opri to Plaintiff as described herein, Plaintiff
5 retained the legal services of Opri. Opri's motive, intent
6 and purpose in making the aforesaid statements to Plaintiff
7 were acts of malice, oppression and fraud with the intent
8 to injure Plaintiff, thereby entitling Plaintiff to an
9 award of punitive and exemplary damages.

10 **FOURTH CAUSE OF ACTION**
11 **LEGAL MALPRACTICE**
12 **(AS TO ALL DEFENDANTS)**

13 51. Plaintiff incorporates the allegations in paragraphs 1
14 through 50 herein as if fully set forth herein.

15 52. During portions of calendar years 2006 and 2007, Opri
16 provided legal services to Plaintiff in connection with his
17 paternity dispute and in connection with other matters.

18 53. Opri made appearances in connection with the matter which
19 were not necessary, she made court appearances in forums
20 which had no jurisdiction over the subject matter of the
21 paternity dispute, and Opri failed to timely investigate
22 and pursue the paternity matter in the proper
23 jurisdictional forum. Opri also made public appearances and
24 public statements which frustrated and protracted the
25 ultimate resolution of Plaintiff's paternity dispute.

26 54. The services rendered by Opri were below the standard of
27 care in the community, and as the result of the manner in
28 which the services were rendered, Opri expended substantial
time and expense in connection with Plaintiff's paternity
dispute which was not necessary.

55. As a proximate result of Opri's conduct, Plaintiff suffered

COMPLAINT

- 14 -

1 delay in the resolution of the paternity dispute, and
2 Plaintiff incurred substantial fees and costs which were
3 not necessary. Opri's conduct caused Plaintiff to suffer
4 financial loss in an amount to be determined according to
5 proof at the time of trial.
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7 **FIFTH CAUSE OF ACTION**
8 **DECLARATORY RELIEF**
9 **(AS TO ALL DEFENDANTS)**

- 10 56. Plaintiff incorporates the allegations in paragraphs 1
11 though 55 herein as if fully set forth herein.
- 12 57. An actual controversy exists as to the proper dominion,
13 control, possession and ownership rights of certain funds
14 in the approximate amount of at least \$665,000.00; which
15 said funds are currently in the possession and/or control
16 of Opri. Plaintiff asserts that Opri has no right to retain
17 possession or control over any of these funds and Opri
18 contents that she has the right to retain these funds in
19 her trust account.
- 20 58. Based upon information and belief, Plaintiff alleges that
21 said \$665,000.00 is currently on deposit in Opri's attorney
22 client trust account. Plaintiff desires a judicial
23 determination with regards to the respective parties'
24 rights of possession over these funds currently in Opri's
25 client trust account.
- 26 59. Plaintiff desires a judicial determination regarding who
27 should have current and immediate possession and control
28 over the aforementioned funds which are currently on
deposit in Opri's attorney client trust account, especially
in light of the fact that these funds constitute the
taxable income of Plaintiff in connection with compensation

1 to which he was entitled pursuant to a business agreement
2 and was not part of any settlement of any litigation.
3 60. Plaintiff desires a judicial determination regarding who
4 has ownership rights to the aforementioned funds currently
5 on deposit in Opri's attorney client trust account.
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7 **SIXTH CAUSE OF ACTION FOR**
8 **CONSTRUCTIVE TRUST**
(AS TO ALL DEFENDANTS)

9 61. Plaintiff incorporates herein by reference each and every
10 allegation contained in paragraphs 1-60 herein.

11 62. Opri came into possession of at least \$885,000.00 of
12 compensation which was and is the property of Plaintiff.
13 Plaintiff believes that of those funds, at least \$665,000.00
14 remain the attorney client trust account of Opri, or possibly
15 in other accounts controlled by Opri, and/or diverted by Opri.

16 63. A constructive trust should be imposed and an order made
17 that any interest which any of the Defendants' have in any
18 bank account owned, operated and/or controlled by them, is
19 held in trust for the benefit of Plaintiff, and that
20 Defendants are restrained and enjoined from selling,
21 transferring, encumbering or disposing of said funds.

22 **WHEREFORE, PLAINTIFF PRAYS FOR JUDGMENT IN HIS FAVOR AND**
23 **AGAINST DEFENDANTS DEBRA OPRI AND OPRI & ASSOCIATES AS FOLLOWS:**
24 **ON THE FIRST, SECOND AND THIRD CAUSES OF ACTION:**

- 25 1. General damages in a sum to be proven at trial but at least
26 \$885,000.00 and or the value of the property at the time of
27 the conversion.
- 28 2. Punitive and exemplary damages in a sum to be proven at
trial.
3. Pre-judgment interest from the date of breach through

- 1 judgment.
- 2 4. Post-judgment interest from the date of judgment until paid
- 3 in full.
- 4 5. Losses sustained as the result of not being able to utilize
- 5 wrongfully retained funds;
- 6 6. Recision of the Media Agreement;
- 7 7. Recision of all legal fee agreements;
- 8 ~~8. A constructive trust to be imposed in favor of Plaintiff;~~
- 9 9. Costs of Suit; and
- 10 10. Such other and further relief as this Court deems just and
- 11 proper.

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13 **ON THE FOURTH CAUSE OF ACTION:**

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- 15 1. Disgorgement of any legal fees paid by Plaintiff to
- 16 Defendant;
- 17 2. An appropriate deduction and or offset in the amount of legal
- 18 fees, if any, found to be owed by Plaintiff to Opri.
- 19 3. For such other relief as this Court deems just and proper.
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21 **ON THE FIFTH CAUSE OF ACTION**

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- 23 1. For a legal determination as to who should have possession
- 24 and/or control of the funds currently on deposit in Defendant's
- 25 attorney client trust account.
- 26 2. For a legal determination as to who the owner of the funds is
- 27 that are currently on deposit in Defendant's attorney client
- 28 trust account.
- 3. For a judicial determination that Defendants' and each of
- them should be directed to immediately transfer and return any

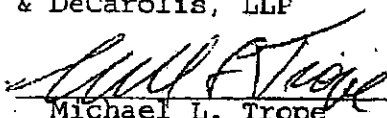
1 of the funds which are the subject of dispute and which are
2 currently located in Defendant's attorney client trust account
3 over to Plaintiff.

4 ON THE SIXTH CAUSE OF ACTION

- 5 1. For an order that all funds resulting from or in connection
6 with the \$885,000.00 held by Opri, are held in constructive
7 trust for the benefit of Plaintiff.
8 2. For such other relief as this Court deems just and proper.

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10 DATED: June 1, 2007

TROPE & DeCarolus, LLP

11 By 
12 Michael L. Trope
13 Attorneys for PLAINTIFF
14 Larry Birkhead

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