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FILED
LOS ANGELES SUPERIOR COURT

JUN 01 2006

John A. Clarke, Executive Officer/Clerk
By *D. Giles* Deputy
D. Giles

Case assigned to

Judge

Helen I. Bendix

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

11
12 BOBBY WATSON,)
13 Plaintiff,)
14 vs.)
15 RENE MOORE, aka IVAN RENE MOORE,)
16 RONALD HILLS, KIMBERLY BRAGG, aka)
17 KIMBERLY MARTIN BRAGG, VALERIE)
18 WHITWORTH, KEITH ROUSTER, and DOES 1)
through 25, inclusive,)
Defendants.)

Case No. BC353300

COMPLAINT:

1. TO SET ASIDE FRAUDULENT TRANSFERS; AND
2. FOR DAMAGES

For his complaint against the defendants named herein, and each of them, plaintiff BOBBY WATSON ("plaintiff") alleges as follows:

THE PARTIES

23 1. Plaintiff is, and during all material times has been, an individual residing in Los
24 Angeles County, California.
25 2. Upon information and belief, defendant RENE MOORE, also known as IVAN RENE
26 MOORE (“MOORE”), is, and during all material times was, an individual residing in Los Angeles
27 County, California.
28

3. Upon information and belief, defendant RONALD HILLS ("HILLS") is, and during all material times was, an individual residing in Los Angeles County, California.

4. Upon information and belief, defendant KIMBERLY BRAGG, also known as KIMBERLY MARTIN BRAGG ("BRAGG"), is, and during all material times was, an individual residing in Los Angeles County, California.

5. Upon information and belief, defendant VALERIE WHITWORTH ("WHITWORTH") is, and during all material times was, an individual residing in Los Angeles County, California.

6. Upon information and belief, defendant KEITH ROUSTER ("ROUSTER") is, and during all material times was, an individual residing in Los Angeles County, California.

7. Plaintiff is ignorant of the true names and capacities of the defendants sued herein as Does 1-25, inclusive, and therefore sues said defendants by said fictitious names. Plaintiff will amend this complaint to state said defendants' true names and capacities when the same have been ascertained.

8. Upon information and belief, at all times mentioned herein the Doe defendants, and each of them, were the alter egos, agents, servants, partners, successors-in-interest, and/or employees of the named defendants and of one another. Said defendants aided and abetted or participated with the named defendants and with each other in the wrongful acts and course of conduct complained of herein, or otherwise caused the damages sought herein and are responsible for the acts, occurrences, and events alleged in this complaint. In doing the things herein alleged, they were acting within the scope of their authority and with the permission and consent of the named defendants and of each other, and said acts, and each of them, have been ratified and consented to by each of the defendants.

WATSON'S STATUS AS A CREDITOR OF MOORE'S

9. On April 5, 2005, WATSON filed an action for breach of contract against MOORE in the above-entitled court entitled Bobby Watson v. Rene Moore, et. al., Case No. BC331291. WATSON and MOORE had entered into the contract upon which that action was based in or about

1 January 2003. Following a jury trial, judgment was entered in WATSON's favor on or about May
2 3, 2006 awarding him \$383,563.47 plus recoverable costs. WATSON is the owner of that judgment,
3 which will become final as provided by law, and no part of it has been satisfied. A true and correct
4 copy of the judgment is attached hereto as Exhibit 1 and is incorporated herein by this reference.
5

6 MOORE'S INSIDER RELATIONSHIPS WITH CERTAIN OTHER DEFENDANTS

7 10. Upon information and belief, RENE MOORE MUSIC, INC. ("RMMI") is, and during
8 all material times has been, a corporation organized under Nevada law that maintained an office
9 and conducted business in Los Angeles County.

10 11. Upon information and belief, RUFFTOWN ENTERTAINMENT GROUP, INC.
11 ("RUFFTOWN") is, and during all material times has been, a corporation organized under Nevada
12 law that maintained an office and conducted business in Los Angeles County.

13 12. Upon information and belief, MOORE owns a significant amount (if not all) of the
14 outstanding stock of RMMI and RUFFTOWN. Upon further information and belief, MOORE is the
15 president of RMMI and controls the business activities of RMMI and RUFFTOWN and each of
16 them.

17 13. Upon information and belief, HILLS is, and during all material times has been, an
18 employee of RMMI and RUFFTOWN. Upon further information and belief, HILLS is, and during
19 all material times has been, an officer of RMMI and RUFFTOWN. Upon further information and
20 belief, during the material times and at MOORE's behest, HILLS purchased the following real
21 properties and subsequently held title to them in trust for MOORE in order to and with the intent of
22 assisting MOORE in the implementation of MOORE's plan and scheme to defraud his creditors and
23 otherwise hinder, obstruct, delay their efforts to collect the debts he owed them:

24 a. The improved real property at 6132 Wooster Avenue, Los Angeles, California
25 ("6132 Wooster Avenue") in which MOORE resided between 1983 and early 2003, and from which
26 RMMI and RUFFTOWN conducted their business activities until early 2003;

27 b. The improved real property at 6150 Shenandoah Avenue, Los Angeles,
28 California ("6150 Shenandoah") in which MOORE currently resides and from which RMMI and

RUFFTOWN currently conduct their business activities;

c. The improved real property at 1236-38 S. Redondo Boulevard, Los Angeles California (“1236-38 S. Redondo Boulevard”).

14. Upon information and belief, BRAGG is a long time friend, neighbor and business associate of MOORE's. Upon further information and belief, during the material times and at MOORE's behest, BRAGG has done the following in order to and with the intent of assisting MOORE in the implementation of MOORE's plan and scheme to defraud his creditors and otherwise hinder, obstruct, delay their efforts to collect the debts he owed them:

a. BRAGG agreed to be a purchaser of 6132 Wooster in or about April 2003 after the property had been sold to a third party at a foreclosure sale. Upon further information and belief, MOORE asked BRAGG to do so because as alleged in greater detail below, MOORE has always placed legal title to his assets in the names of others in order to hinder, obstruct and defraud his creditors and thus did not have sufficient assets in his name to qualify for the needed financing.

b. BRAGG purchased all or a portion of 1236-38 S. Redondo Boulevard from HILLS in or about March 2003 in order to provide MOORE with funds he needed to cure a delinquency in the mortgage on 6150 Shenandoah. Upon further information and belief, MOORE had BRAGG take title to 1236-38 S. Redondo Boulevard rather than having the title placed in his name in order to hinder, obstruct and defraud his creditors.

c. BRAGG purchased 6150 Shenandoah from HILLS in or about March, 2004. Upon further information and belief, MOORE had BRAGG take title to this property rather than having the title placed in his name in order to hinder, obstruct and defraud his creditors.

15. Upon information and belief, WHITWORTH is, and during much of the time material to this action has been, MOORE's close personal friend. WHITWORTH is an attorney and has represented MOORE in various litigations, but none of the following was within the course and scope of those representations. Upon further information and belief, during the material times and at MOORE's behest, WHITWORTH has done the following in order to and with the intent of assisting MOORE in the implementation of his plan and scheme to defraud MOORE's creditors and otherwise hinder, obstruct, delay their efforts to collect the debts he owed them:

1 a. WHITWORTH purchased all or a portion of 1236-38 S. Redondo Boulevard
2 and thereafter held title to that property in trust for MOORE.

3 b. WHITWORTH purchased 6150 Shenandoah and thereafter held title to that
4 property in trust for MOORE.

5 16. Upon information and belief, ROUSTER is, and during much of the time material to
6 this action has been, MOORE's employee and business associate. Upon information and belief,
7 ROUSTER is the president of RUFFTOWN and a director of RMMI. Upon further information and
8 belief, ROUSTER purchased 1236-38 S. Redondo Boulevard in July 2005 and has held title to that
9 property in trust for MOORE since then. ROUSTER did so at MOORE's behest and with the intent
10 of assisting MOORE in the implementation of his plan and scheme to defraud MOORE's creditors
11 and otherwise hinder, obstruct, delay their efforts to collect the debts he owed them.

12

13 FIRST CAUSE OF ACTION

14 (Avoidance of Fraudulent Transfers of 6150 Shenandoah Avenue and Related Remedies–
Against MOORE, HILLS, BRAGG, WHITWORTH and DOES 1-25)

15 17. WATSON repeats and incorporates herein by this reference, each of the allegations
16 in paragraphs 1 through 16 above.

17 18. The subject of this cause of action is the improved real property (a single family
18 residence) located at 6150 Shenandoah Avenue, Los Angeles, California 90056 and more fully
19 described as follows:

20 Lot 141 of Tract 24252, in the County of Los Angeles, State of California, as
21 per map recorded in Book 653, Pages 26 to 30, inclusive, of Maps, in the office of
the County Recorder of Los Angeles County.

22 Excepting therefrom, all oil, oil rights, natural gas rights, mineral rights, and
23 other hydrocarbon substances by whatever name known, together with appurtenant
rights thereto, without, however, any right to enter upon the surface of said land nor
24 any portion of the subsurface lying above a depth of 500, as excepted or reserved in
instruments of record.

25 Except all water, claims or rights to water, in or under said land.

26 19. Upon information and belief, in or about December 1996, WHITWORTH and
27 MOORE's late mother, Ima Moore ("IMA"), purchased 6150 Shenandoah and thereafter held title
28 to the property in trust for MOORE. Upon further information and belief, IMA was living in another

1 house when she and WHITWORTH took title to 6150 Shenandoah, and continued to live in that
2 other house until her death. Upon further information and belief, IMA worked in a beauty shop at
3 the time and WHITWORTH had acted as MOORE's lawyer in some litigations. WHITWORTH's
4 purchase of an interest in this property was outside the course and scope of her duties as MOORE's
5 lawyer. Upon further information and belief, MOORE supplied the down payment and the funds
6 subsequently used to pay the mortgage. Upon further information and belief, MOORE had
7 WHITWORTH be a co-purchaser because IMA could not qualify for the mortgage, MOORE's assets
8 all were in others' names, and he did not want to take title in his name. Upon information and belief,
9 MOORE was and during all material times has been the beneficial owner of the property.

10 20. Upon information and belief, in or about March 1999, IMA conveyed her legal
11 interest in 6150 Shenandoah to WHITWORTH but received no consideration in exchange for it.

12 21. Upon information and belief, in or about January 2001, WHITWORTH transferred
13 her interest in 6150 Shenandoah back to IMA for \$650,000, \$617,500 of which was borrowed. Upon
14 further information and belief, IMA did not then have sufficient assets to purchase the property or
15 qualify for that mortgage. Upon further information and belief, MOORE supplied the down payment
16 and the funds subsequently used to make the monthly mortgage payments. Upon information and
17 belief, MOORE remained the beneficial owner of the property despite the transfers of legal title.

18 22. Upon information and belief, in or about July 2001, IMA purportedly executed a deed
19 transferring title to 6150 Shenandoah to HILLS. IMA received no consideration for that transfer.
20 Upon further information and belief, at the time IMA purportedly executed this deed, she also
21 executed a will which provided that upon her death, her assets were to be distributed to a trust that
22 she also purportedly created that day. Upon further information and belief, MOORE is the primary
23 beneficiary under IMA's will and this trust. Upon information and belief, MOORE orchestrated the
24 transfer of 6150 Shenandoah from IMA to HILLS to keep the property out of IMA's estate so that
25 it would be beyond the reach of his creditors upon her death. Upon further information and belief,
26 MOORE and HILLS agreed that HILLS would hold title to this property as a means of hiding
27 MOORE's assets from his creditors and at all times HILLS held title to that property in trust for
28 MOORE.

1 23. Upon information and belief, IMA died in October 2001. Upon further information
2 and belief, MOORE is the executor of her will but did not submit it for probate until April 2002.
3 Upon further information and belief, the deed transferring title to 6150 Shenandoah from IMA to
4 HILLS was recorded in the Los Angeles County Recorder's Office in May 2002.

5 24. Upon information and belief, in or about March 2004, HILLS purportedly sold 6150
6 Shenandoah to BRAGG, who is the current owner of record. Upon further information and belief,
7 BRAGG did not then have sufficient assets to purchase the property or qualify for the mortgage and
8 loans that were placed on the property. Upon information and belief, MOORE, directly or through
9 RMMI and/or RUFFTOWN, supplied those funds. Upon further information and belief, MOORE
10 and BRAGG agreed that BRAGG would hold title to this property as a means of hiding MOORE's
11 assets from his creditors and at all times BRAGG has held title to that property in trust for MOORE.

12 25. Upon information and belief, neither HILLS nor BRAGG have lived at 6150
13 Shenandoah. Upon further information and belief, HILLS collected and received rents and other
14 consideration from the persons and entities who occupied that property while he held legal title to
15 the house, including but not limited to MOORE, RMMI and RUFFTOWN. Upon further information
16 and belief, BRAGG collected and received rents and other consideration from the persons and
17 entities who occupied that property while she has held legal title, also including but not limited to
18 MOORE, RMMI and RUFFTOWN. WATSON does not now know the amount of such rents and
19 other such consideration, but upon information and belief alleges that the total of such rents and
20 other consideration approximates the amount of his judgment.

21 26. Upon information and belief and as alleged in greater detail above, MOORE
22 structured, orchestrated and directed each of the transfers of 6150 Shenandoah with the actual intent
23 to defraud his then existing and future creditors and to hinder, delay and obstruct their efforts to
24 collect the debts he owed them.

25 27. Upon information and belief each of the parties to the transactions alleged above
26 knew that MOORE was structuring, directing and orchestrating them as he did in order to defraud
27 his then existing and future creditors and to hinder, delay and obstruct their efforts to collect the
28 debts he owed them. Said defendants had such knowledge by virtue of their personal and business

1 relationships with MOORE, their knowledge of the manner in which he conducted his business and
2 the businesses of RMMI and RUFFTOWN, their knowledge of and participation in the lawsuits that
3 MOORE has filed and those that have been filed against him, and their agreements with MOORE
4 to take and hold title to the various properties in trust for him.

5 28. WATSON did not discover the foregoing fraudulent conduct and fraudulent transfers
6 of 6150 Shenandoah before a date that is within the applicable statutes of limitations. He could not
7 have reasonably discovered that fraudulent conduct and those fraudulent transfers before then
8 because, among other things, he did not have any reason to investigate MOORE's financial condition
9 and assets before the jury returned its verdict in Watson v. Moore. WATSON discovered the
10 foregoing frauds and fraudulent transfers in or about March 2006 during his investigation of
11 MOORE's financial condition in anticipation of enforcing the judgment after it was entered.

12 29. Upon information and belief, the fair market value of 6150 Shenandoah exceeds the
13 total of the mortgage and loans secured by that property. By reason of the fraudulent conduct and
14 fraudulent conveyances alleged in greater detail above, BRAGG holds 6150 Shenandoah as
15 constructive trustee for WATSON's benefit.

16 30. By reason of the foregoing, WATSON is entitled to the following relief with respect
17 to 6150 Shenandoah:

18 a. an order avoiding the following transfers of that property and ordering that
19 title to the property be declared to be in the Estate of Ima Moore, deceased:

20 i. The transfer from IMA to HILLS by way of the deed purportedly
21 executed by IMA in July 2001; and

22 ii. The transfer from HILLS to BRAGG by way of the deed executed in
23 or about March, 2004.

24 b. an order enjoining and restraining all future transfers and encumbrances of
25 that property;

26 c. a declaration that BRAGG holds 6150 Shenandoah in trust for WATSON and
27 an order compelling BRAGG to convey said property to WATSON;

28 d. a judgment in WATSON's favor in accordance with Civ. Code § 3439.08(b);

1 e. an order requiring HILLS and BRAGG, and each of them, to account to
2 WATSON for the rents and other consideration they collected while they held legal title to the
3 property; and

4 f. any and all other relief available to WATSON under Civ. Code § 3439, et
5 seq. and the common law.

6 31. WATSON is entitled to bring this cause of action and seek this relief notwithstanding
7 the pendency of the probate proceedings in In re Ima Moore, LASC No. BP072750, and In re Ima
8 Moore, LASC No. BP078358 and the fact that avoidance of these transfers will result in the property
9 being returned to her estate because it would be futile for WATSON to make demand on MOORE
10 to bring an action seeking such relief. Upon information and belief, MOORE is IMA's heir and
11 primary beneficiary of the trust into which all of her property is to be distributed. He orchestrated
12 the transactions alleged above for the specific purpose of keeping that property out of the reach of
13 his creditors. The property will be subject to execution to enforce WATSON's judgment once it is
14 returned to the estate and/or distributed to the trust. MOORE will not take any actions that make this
15 possible.

16

17 SECOND CAUSE OF ACTION
18 (Conspiracy to Engage in Fraudulent Transfers—
19 Against MOORE, HILLS, BRAGG, WHITWORTH and DOES 1-25)

20 32. WATSON repeats and incorporates herein by this reference, each of the allegations
21 in paragraphs 1 through 27 above.

22 33. As alleged in greater detail above, at various times not presently known to WATSON
23 but within the applicable statutes of limitations, MOORE, HILLS, BRAGG, WHITWORTH, and
24 DOES 1-25, and each of them, agreed and knowingly and willfully conspired among themselves to
25 hinder, delay, and defraud MOORE's creditors, including WATSON, in the collection of their debts
26 against MOORE.

27 34. Pursuant to this conspiracy, WHITWORTH, HILLS and BRAGG, and each of them,
28 agreed among themselves and with MOORE to do the following, among other things: (i) take title
to 6150 Shenandoah on behalf of MOORE and hold title to the property in trust for him during the

1 times alleged above, (ii) disguise and conceal the fact that MOORE was supplying the funds used
2 to purchase the property and pay the mortgages and other loans secured by it, (iii) comply with
3 MOORE's instructions to transfer the property among themselves when MOORE needed that to be
4 done in order to raise money, (iv) acquire the property from IMA shortly before she passed away so
5 it would not be part of her estate because MOORE was her primary heir and beneficiary, (v) borrow
6 as much as possible against the property without a valid justification for doing so and make the
7 borrowed funds available to MOORE to use as he decided, and (vi) otherwise assist MOORE to
8 implement his plan and scheme to defraud his creditors and hinder, delay and obstruct them in the
9 collection of the debts he owed them.

10 35. As a proximate result of the wrongful acts herein alleged, WATSON has sustained
11 damages in an amount not presently known with certainty but which exceeds the jurisdictional
12 threshold of this court. Those damages include, but are not limited to, the amount of the judgment
13 if and to the extent the conspirators have so encumbered the property that the equity is insufficient
14 to pay it and the costs and attorney's fees incurred to enforce it. WATSON will seek leave to amend
15 this complaint to state the amount of his damages when the same are ascertained.

16 36. Upon information and belief, MOORE, HILLS, BRAGG and WHITWORTH, and
17 each of them, engaged in the above-described wrongful conduct knowing that MOORE had
18 creditors, including WATSON at the times they did so. Said defendants knew that WATSON's and
19 the other creditors' claims could only be satisfied out of the properties they were transferring among
20 themselves, including but not limited to 6150 Shenandoah, because, upon information and belief,
21 they had knowledge of the manner in which MOORE has attempted to place his other assets beyond
22 the reach of his creditors. Notwithstanding this knowledge, said defendants intentionally, willfully,
23 fraudulently, and maliciously did the things herein alleged to defraud and oppress MOORE's
24 creditors, including WATSON. Said conduct violated Calif. Penal Code §154. For the foregoing
25 reasons, WATSON is entitled to an award of exemplary or punitive damages sufficient to punish
26 said defendants, in an amount to be established at trial.

27

28

THIRD CAUSE OF ACTION

AVOIDANCE OF FRAUDULENT TRANSFERS
(Avoidance of Fraudulent Transfers of 1236-38 S. Redondo Boulevard and Related Remedies—
Against MOORE, HILLS, BRAGG, ROUSTER, WHITWORTH AND DOES 1-25)

3 37. WATSON repeats and incorporates herein by this reference, each of the allegations
4 in paragraphs 1 through 16 above.

5 38. The subject of this cause of action is the improved real property (a duplex) located
6 at 1236-38 S. Redondo Boulevard, Los Angeles, California 90019 and more fully described as
7 follows:

8 Lot 372 of Tract No. 5069, in the City of Los Angeles, County of Los Angeles, State
9 of California, as per map recorded in Book 58, Page 45 of Maps, in the Office of the
County Recorder of Los Angeles County.

10 39. Upon information and belief, as of May 1998, IMA held title to 1236-38 S. Redondo
11 Boulevard in trust for MOORE. Upon further information and belief, at that time she transferred
12 50% of her interest in the property to RMMI. She did not receive any consideration for that interest.
13 Upon further information and belief, in or about January 1999, a mere seven months later, RMMI
14 transferred that interest back to IMA, for no consideration. Upon information and belief, during the
15 times she held legal title to the property, IMA did not live there and did not have the funds needed
16 to pay the mortgage. MOORE supplied those funds. Upon further information and belief, MOORE
17 and IMA agreed that IMA would hold title to this property as a means of hiding MOORE's assets
18 from his creditors and at all times IMA held title to that property in trust for MOORE.

19 40. Upon information and belief, in or about March 1999, WHITWORTH purchased
20 IMA's interest in 1236-38 S. Redondo Boulevard from IMA for \$322,000, \$289,800 of which was
21 borrowed. Upon further information and belief, in or about September 1999, a mere five months
22 later, WHITWORTH transferred the property back to IMA but did not receive any consideration for
23 that interest. Upon information and belief, during the times WHITWORTH held legal title to the
24 property, MOORE supplied the funds used to make the mortgage payments. Upon further
25 information and belief, MOORE and WHITWORTH agreed that WHITWORTH would hold title
26 to this property as a means of hiding MOORE's assets from his creditors and at all times
27 WHITWORTH held title to that property in trust for MOORE.

41. Upon information and belief, in or about February 2000, HILLS purchased IMA's

1 interest in the property from her for \$370,000, \$332,000 of which was borrowed.. Upon further
2 information and belief, HILLS did not then have sufficient assets to purchase the property or qualify
3 for that mortgage. Upon further information and belief, MOORE supplied the down payment and
4 the funds used to make the mortgage payments after title to the property was transferred to HILLS.
5 Upon further information and belief, MOORE and HILLS agreed that HILLS would hold title to this
6 property as a means of hiding MOORE's assets from his creditors and at all times HILLS held title
7 to that property in trust for MOORE.

8 42. Upon information and belief, in or about March 2003, BRAGG purchased 1236-38
9 S. Redondo Boulevard from HILLS for \$560,000, \$532,000 of which was borrowed. Upon further
10 information and belief, BRAGG did not then have sufficient assets to purchase the property or
11 qualify for that mortgage. Upon further information and belief, MOORE supplied the down payment
12 and the funds used to make the mortgage payments after title to the property was transferred to
13 BRAGG. Upon further information and belief, MOORE and BRAGG agreed that BRAGG would
14 hold title to this property as a means of hiding MOORE's assets from his creditors and at all times
15 BRAGG held title to that property in trust for MOORE.

16 43. Upon information and belief, in or about May 2005, ROUSTER purchased 1236-38
17 S. Redondo Boulevard from BRAGG for \$850,000. Upon further information and belief, loans
18 totaling approximately that amount were recorded against the property at that time. ROUSTER is
19 the current owner of record. Upon further information and belief, ROUSTER did not and does not
20 have sufficient assets to purchase the property or qualify for the loans that were put on it. Upon
21 further information and belief, MOORE supplied the down payment and the funds used to make the
22 mortgage payments after title to the property was transferred to ROUSTER. Upon further
23 information and belief, MOORE and ROUSTER agreed that ROUSTER would hold title to this
24 property as a means of hiding MOORE's assets from his creditors and at all times ROUSTER has
25 held title to that property in trust for MOORE.

26 44. Upon information and belief, HILLS, BRAGG and ROUSTER did not live at 1236-
27 38 S. Redondo Boulevard when they held title to it. Upon further information and belief, HILLS
28 collected and received rents and other consideration from the persons and entities who occupied that

1 property while he held legal title to the house. Upon further information and belief, BRAGG
2 collected and received rents and other consideration from the persons and entities who occupied that
3 property while she has held legal title to it. Upon further information and belief, ROUSTER
4 collected and received rents and other consideration from the persons and entities who occupied that
5 property while she has held legal title to it. WATSON does not now know the amount of such rents
6 and other such consideration, but upon information and belief alleges that the total of such rents and
7 other consideration approximates the amount of his judgment.

8 45. Upon information and belief and as alleged in greater detail above, MOORE
9 structured, orchestrated and directed each of the transfers of 1236-38 S. Redondo Boulevard with
10 the actual intent to defraud his then existing and future creditors and to hinder, delay and obstruct
11 their efforts to collect the debts he owed them.

12 46. Upon information and belief, the fair market value of 1236-38 S. Redondo Boulevard
13 exceeds the total of the mortgage and loans secured by said property. By reason of the fraudulent
14 conduct and fraudulent conveyances alleged in greater detail above, ROUSTER holds 1236-38 S.
15 Redondo Boulevard as constructive trustee for WATSON's benefit.

16 47. Upon information and belief each of the parties to the transactions alleged above
17 knew that MOORE was structuring, directing and orchestrating them as he did in order to defraud
18 his then existing and future creditors and to hinder, delay and obstruct their efforts to collect the
19 debts he owed them. Said defendants had such knowledge by virtue of their personal and business
20 relationships with MOORE, their knowledge of the manner in which he conducted his business and
21 the businesses of RMMI and RUFFTOWN, their knowledge of and participation in the lawsuits that
22 MOORE has filed and those that have been filed against him, and their agreements with MOORE
23 to take and hold title to the various properties in trust for him.

24 48. WATSON did not discover the foregoing fraudulent conduct and fraudulent transfers
25 of 1236-38 S. Redondo Boulevard before a date that is within the applicable statutes of limitations.
26 He could not have reasonably discovered that fraudulent conduct and those fraudulent transfers
27 before then because, among other things, he did not have any reason to investigate MOORE's
28 financial condition and assets before the jury returned its verdict in Watson v. Moore. WATSON

1 discovered the foregoing frauds and fraudulent transfers in or about March 2006 during his
2 investigation of MOORE's financial condition in anticipation of enforcing the judgment after it was
3 entered.

4 49. By reason of the foregoing, WATSON is entitled to the following relief with respect
5 to 1236-38 S. Redondo Boulevard:

6 a. an order avoiding the following transfers of that property and ordering that
7 title to the property be declared to be in the Estate of Ima Moore, deceased:

8 i. The transfer from IMA to HILLS by way of the deed purportedly
9 executed by IMA in February 2000;

10 ii. The transfer from HILLS to BRAGG by way of the deed executed in
11 or about March, 2003; and

12 iii. The transfer from BRAGG to ROUSTER by way of the deed executed
13 in or about May, 2005.

14 b. an order enjoining and restraining all future transfers and encumbrances of
15 that property;

16 c. a declaration that ROUSTER holds said real property in trust for WATSON
17 and an order compelling ROUSTER to convey said real property to WATSON;

18 d. a judgment in WATSON's favor in accordance with Civ. Code § 3439.08(b);

19 e. an order requiring HILLS, BRAGG and ROUSTER, and each of them, to
20 account to WATSON for the rents and other consideration they collected while they held legal title
21 to the property; and

22 f. any and all other relief available to WATSON under Civ. Code § 3439, et
23 seq. and the common law.

24 50. WATSON is entitled to bring this cause of action and seek this relief notwithstanding
25 the pendency of the probate proceedings in In re Ima Moore, LASC No. BP072750, and In re Ima
26 Moore, LASC No. BP078358 and the fact that avoidance of these transfers will result in the property
27 being returned to her estate because it would be futile for WATSON to make demand on MOORE
28 to bring an action seeking such relief. Upon information and belief, MOORE is IMA's heir and

1 primary beneficiary of the trust into which all of her property is to be distributed. He orchestrated
2 the transactions alleged above for the specific purpose of keeping that property out of the reach of
3 his creditors. The property will be subject to execution to enforce WATSON's judgment once it is
4 returned to the estate and/or distributed to the trust. MOORE will not take any actions that make this
5 possible.

6

7 FOURTH CAUSE OF ACTION

8 (Conspiracy to Engage in Fraudulent Transfers–
Against MOORE, HILLS, BRAGG, ROUSTER and WHITWORTH)

9

10 51. WATSON repeats and incorporates herein by this reference, each of the allegations
11 in paragraphs 1 through 16 and 38 through 48 above.

12 52. As alleged in greater detail above, at various times not presently known to WATSON
13 but within the applicable statutes of limitations, MOORE, HILLS, BRAGG, ROUSTER
14 WHITWORTH, and DOES 1-25, and each of them, agreed and knowingly and willfully conspired
15 among themselves to hinder, delay, and defraud MOORE's creditors, including WATSON, in the
16 collection of their debts against MOORE.

17 53. Pursuant to this conspiracy, WHITWORTH, HILLS, BRAGG and ROUSTER, and
18 each of them, agreed among themselves and with MOORE to do the following, among other things:
19 (i) take title to 1236-38 S. Redondo Boulevard on behalf of MOORE and hold title to the property
20 in trust for him during the times alleged above, (ii) disguise and conceal the fact that MOORE was
21 supplying the funds used to purchase the property and pay the mortgages and other loans secured by
22 it, (iii) comply with MOORE's instructions to transfer the property among themselves when
23 MOORE needed that to be done in order to raise money, (iv) borrow as much as possible against the
24 property without a valid justification for doing so and make the borrowed funds available to
25 MOORE to use as he decided, and (v) otherwise assist MOORE to implement his plan and scheme
26 to defraud his creditors and hinder, delay and obstruct them in the collection of the debts he owed
27 them.

28 54. As a proximate result of the wrongful acts herein alleged, WATSON has sustained

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1 damages in an amount not presently known with certainty but which exceeds the jurisdictional
2 threshold of this court. Those damages include, but are not limited to, the amount of the judgment
3 if and to the extent the conspirators have so encumbered 1236-38 S. Redondo Boulevard that the
4 equity is insufficient to pay the judgment and the costs and attorney's fees incurred to enforce it.
5 WATSON will seek leave to amend this complaint to state the amount of his damages when the
6 same are ascertained.

7 55. Upon information and belief, MOORE, HILLS, BRAGG, ROUSTER and
8 WHITWORTH, and each of them, engaged in the above-described wrongful conduct knowing that
9 MOORE had creditors, including WATSON at the times they did so. Said defendants knew that
10 WATSON's and the other creditors' claims could only be satisfied out of the properties they were
11 transferring among themselves, including but not limited to 1236-38 S. Redondo Boulevard,
12 because, upon information and belief, they had knowledge of the manner in which MOORE has
13 attempted to place his other assets beyond the reach of his creditors. Notwithstanding this
14 knowledge, said defendants intentionally, willfully, fraudulently, and maliciously did the things
15 herein alleged to defraud and oppress MOORE's creditors, including WATSON. Said conduct
16 violated Calif. Penal Code §154. For the foregoing reasons, WATSON is entitled to an award of
17 exemplary or punitive damages sufficient to punish said defendants, in an amount to be established
18 at trial.

19

20 WHEREFORE, WATSON prays for entry of judgment as follows:

21 On the First Cause of Action, against Moore, Hills, Bragg, Whitworth and Does 1-25, and each of
22 them, jointly and severally:

23 1. That the transfer of 6150 Shenandoah from IMA to HILLS in July 2001 and the
24 transfer of that property from HILLS to BRAGG in March, 2004, and each of them, be set aside,
25 annulled and declared void as to WATSON to the extent necessary to satisfy his judgment in the
26 amount of \$383,563.47 plus costs and interest thereon at the rate of 10% percent per annum
27 commencing on May 3, 2006;

28 2. That defendant KIMBERLY MARTIN-BRAGG be restrained from disposing of the

1 property;

2 3. That defendant KIMBERLY MARTIN-BRAGG be declared to be holding said
3 property in trust for WATSON;

4 4. That WATSON's judgment be declared a lien on the property;

5 5. That defendants RONALD HILLS and KIMBERLY MARTIN-BRAGG, and each
6 of them be required to account to WATSON for all rents, profits and proceeds earned from or taken
7 in exchange for said property;

8 6. That WATSON recover a judgment in accordance with Civ. Code § 3439.08(b); and

9 7. That WATSON be awarded any and all other relief available to him under Civ. Code
10 § 3439, et. seq. and the common law.

11

12 On the Second Cause of Action against Moore, Hills, Bragg, Whitworth and Does 1-25, and each
13 of them, jointly and severally:

14 1. For compensatory damages according to proof at trial; and

15 2. For exemplary or punitive damages according to proof at trial;

16

17 On the Third Cause of Action, against Moore, Hills, Bragg, Whitworth, Rouster and Does 1-25, and
18 each of them, jointly and severally:

19 1. That the transfer of 1236-38 S. Redondo Boulevard from IMA to HILLS in or about
20 February 2000, the transfer of that property from HILLS to BRAGG in or about March 2003, and
21 the transfer of that property from BRAGG to ROUSTER in or about May 2005, and each of them,
22 be set aside, annulled and declared void as to WATSON to the extent necessary to satisfy his
23 judgment in the amount of \$383,563.47 plus costs and interest thereon at the rate of 10% percent per
24 annum from May 3, 2006;

25 2. That defendant KEITH ROUSTER be restrained from disposing of the property;

26 3. That defendant KEITH ROUSTER be declared to be holding said property in trust
27 for WATSON;

28 4. That WATSON's judgment be declared a lien on the property;

1 5. That defendants RONALD HILLS, KIMBERLY MARTIN-BRAGG and KEITH
2 ROUSTER, and each of them be required to account to WATSON for all rents, profits and proceeds
3 earned from or taken in exchange for said property;
4 6. That WATSON recover a judgment in accordance with Civ. Code § 3439.08(b); and
5 7. That WATSON be awarded any and all other relief available to him under Civ. Code
6 § 3439, et. seq. and the common law.

7
8 On the Fourth Cause of Action against Moore, Hills, Bragg, Whitworth, Rouster and Does 1-25, and
9 each of them, jointly and severally:

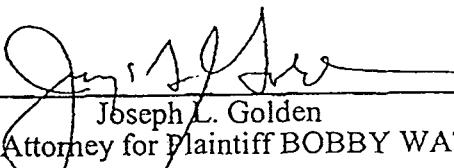
10 1. For compensatory damages according to proof at trial; and
11 2. For exemplary or punitive damages according to proof at trial;

12
13 On all Causes of Action against All Defendants

14 1. For an award of attorney's fees and costs as authorized by contract and/or law;
15 2. For costs of suit herein incurred; and
16 3. For such other and further relief as the court may deem proper.

17
18 Dated: May 31, 2006

JOSEPH L. GOLDEN, ESQ.
LAW OFFICE OF JOSEPH L. GOLDEN

19 By: 

Joseph L. Golden
Attorney for Plaintiff BOBBY WATSON

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APPENDIX

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COPY

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3 10100 Santa Monica Boulevard, Suite 300
4 Los Angeles, California 90067-4107
5 Telephone: (310) 772-2260
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8 Attorney for Plaintiff BOBBY WATSON,

ORIGINAL FILED

OCT 12 2007

LOS ANGELES
SUPERIOR COURT

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12 SUPERIOR COURT OF THE STATE OF CALIFORNIA
13 FOR THE COUNTY OF LOS ANGELES

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BOBBY WATSON,) Case No. BC353300
vs.)
RENE MOORE, aka IVAN RENE MOORE,)
RONALD HILLS, KIMBERLY BRAGG, aka)
KIMBERLY MARTIN BRAGG, VALERIE)
WHITWORTH, KEITH ROUSTER, RENE)
MOORE MUSIC, INC., a corporation,)
RUFFTOWN ENTERTAINMENT GROUP,)
INC., a corporation, HELEN DEL BOVE,)
trustee of The Apollo Trust, and DOES 1)
through 25, inclusive,)
Defendants.)
And Related Cross-complaints)

IT IS HEREBY STIPULATED by and among plaintiff BOBBY WATSON and defendants
RENE MOORE, aka IVAN RENE MOORE, RONALD HILLS, KIMBERLY BRAGG, aka
KIMBERLY MARTIN BRAGG, VALERIE WHITWORTH, KEITH ROUSTER, RENE MOORE
MUSIC, INC., a corporation, and RUFFTOWN ENTERTAINMENT GROUP, INC., a corporation,
and each of them, and subject to the approval of the above-entitled court, as follows:

1. This lawsuit shall be and hereby is dismissed with prejudice, each of the parties to
2 bear their own costs of suit and attorneys' fees; and

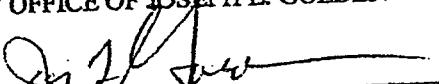
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4. Pursuant to C.C.P. § 664.6, the court shall retain jurisdiction to enforces the terms
5 of the parties' written settlement agreement notwithstanding the dismissal of the lawsuit.

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7 The court's approval of this stipulation is requested because the parties have entered into a
8 written settlement agreement which provides (1) that the lawsuit is to be dismissed with prejudice,
9 (2) the settlement agreement is to be enforceable pursuant to C.C.P. § 664.6, and (3) the parties wish
10 to avoid any uncertainty about the effect of that dismissal on the court's jurisdiction to entertain a
11 motion under § 664.6. See, Hagan Engineering, Inc. v. Mills (2003) 115 Cal.App.4th 1004, 1010-11.

12
13 3. Defendant HELEN DEL BOVE, trustee of The Apollo Trust, is not a party to this
14 Stipulation because plaintiff is filing a Request to Dismiss the Sixth Cause of Action (the only cause
15 of action in which she is named) without prejudice.

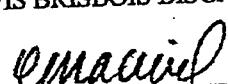
16
17 Dated: July 18, 2007

JOSEPH L. GOLDEN, ESQ.
LAW OFFICE OF JOSEPH L. GOLDEN

18
19 By: 
20 Joseph L. Golden
Attorney for Bobby Watson, Noriko Watson
and Judith R. Golden

21
22 Dated: July 18, 2007

WILLIAM JOHN REA, ESQ.
CHRISTINA M. MACNEIL, ESQ.
LEWIS BRISBOIS BISGAARD & SMITH, LLP

23
24 By: 
25 Christina MacNeil
Attorneys for Joseph L. Golden

26 Dated: July ____, 2007

27
28 _____
Rene Moore

1. This lawsuit shall be and hereby is dismissed with prejudice, each of the parties to bear their own costs of suit and attorneys' fees; and

2. Pursuant to C.C.P. § 664.6, the court shall retain jurisdiction to enforce the terms of the parties' written settlement agreement notwithstanding the dismissal of the lawsuit.

The court's approval of this stipulation is requested because the parties have entered into a written settlement agreement which provides (1) that the lawsuit is to be dismissed with prejudice, (2) the settlement agreement is to be enforceable pursuant to C.C.P. § 664.6, and (3) the parties wish to avoid any uncertainty about the effect of that dismissal on the court's jurisdiction to entertain a motion under § 664.6. See, Hagan Engineering, Inc. v. Mills (2003) 115 Cal.App.4th 1004, 1010-11.

3. Defendant HELEN DEL BOVE, trustee of The Apollo Trust, is not a party to this Stipulation because plaintiff is filing a Request to Dismiss the Sixth Cause of Action (the only cause of action in which she is named) without prejudice.

Dated: July , 2007

JOSEPH L. GOLDEN, ESQ.
LAW OFFICE OF JOSEPH L. GOLDEN

Dated: July , 2007

By: Joseph L. Golden
Attorney for Bobby Watson, Noriko Watson and
Judith R. Golden

THE INFLUENCE OF CULTURE ON LANGUAGE

WILLIAM JOHN REA, ESQ.
LEWIS BRISBOIS BISGAARD & SMITH, LLP

Dated: July 4, 2007

By: William John Rea
Attorney for Joseph L. Golden

Rene Moore