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11 Attorneys for Plaintiffs SHAQUILLE
 12 O'NEAL and JEROME CRAWFORD

13 UNITED STATES DISTRICT COURT
 14 CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION
 15

16 SHAQUILLE O'NEAL, an individual,
 17 and JEROME CRAWFORD, an
 18 individual,

19 Plaintiffs,

20 vs.

21 DARON CAMPBELL, an individual;
 22 DARON CAMPBELL CAPITAL,
 23 LLC, a California limited liability
 24 company; VICEROY, LLC, a
 California limited liability company;
 25 and DOES 1-10;

26 Defendants.
 27

Case No.

COMPLAINT FOR:
(1) BREACH OF ORAL
CONTRACT; AND
(2) BREACH OF FIDUCIARY
DUTY

DEMAND FOR JURY TRIAL

1 Plaintiffs Shaquille O’Neal (“O’Neal”) and Jerome Crawford (“Crawford,”
2 and together with O’Neal, “Plaintiffs”), as and for their complaint against
3 defendants Daron Campbell (“Campbell”), Daron Campbell Capital, LLC (“Capital
4 LLC”), Viceroy, LLC (“Viceroy”), and Does 1 through 10, allege as follows:

5 **PARTIES**

6 1. Plaintiff O’Neal is an individual domiciled in Georgia.

7 2. Plaintiff Crawford is an individual domiciled in Florida.

8 3. Plaintiffs are informed and believe, and thereon allege, that defendant
9 Campbell is an individual domiciled in Los Angeles County, California.

10 4. Plaintiffs are informed and believe and thereon allege that defendant
11 Capital LLC is a California limited liability company with its principal place of
12 business in Los Angeles county, California.

13 5. Plaintiffs are informed and believe and thereon allege that defendant
14 Viceroy is a California limited liability company with its principal place of business
15 in Los Angeles county, California.

16 6. Plaintiffs are unaware of the true names and capacities of defendants
17 sued as Does 1 through 10 herein and therefore sue said defendants by such
18 fictitious names. Plaintiffs are informed and believe and thereon allege that each of
19 the Doe defendants is in some way legally responsible for the damages herein
20 alleged. Plaintiffs will seek leave of Court to amend this complaint to state the true
21 names and capacities of said defendants when the same have been ascertained.

22 7. Plaintiff is informed and believes and thereon alleges that there exists,
23 and at all times herein mentioned, there existed, a unity of interest between
24 defendants Campbell and Capital LLC, such that any individuality and separateness
25 between said defendants has ceased, and each of these defendants is the alter ego of
26 the other defendant, and adherence to the fiction of the separate existence of the
27 defendants would permit an abuse of the corporate privilege, sanction fraud and
28 promote injustice.

1 14. By late 2017, Viceroy seemingly had no licenses, no revenue, and no
2 operations. Questions arose regarding defendants' management of Viceroy and use
3 of the invested funds. On November 3, 2017, Plaintiffs' lawyer wrote to Campbell,
4 requesting among other things:

- 5 • "A narrative of your current business plan with a time schedule"
- 6 • "Current tax returns"
- 7 • "Current financial statement"
- 8 • "Cash receipts and disbursements for the entity since inception"
- 9 • "Copies of all entity licenses or license applications"
- 10 • "Copies of current contracts for the entity"
- 11 • "Copies of all 2017 bank statements and cancelled checks".

12 Defendants never responded. They provided no information and no documentation
13 whatsoever.

14 15. On July 20, 2018, Plaintiffs' lawyer threatened litigation.

15 16. On July 27, 2018, Campbell finally responded. In a letter of that date,
16 Campbell made the following offer:

17 "At this point, I am willing to agree to personally
18 purchase the units [owned by Plaintiffs] over a period of
19 time. If acceptable, I would pay Mr. Crawford and Mr.
20 O'Neal on the first day of each quarter, a minimum of
21 \$10,000 until paid in full."

22 Plaintiffs verbally accepted Campbell's offer. (The resulting agreement will be
23 referred to hereinafter as the "Agreement".)

24 17. On November 5, 2018, Campbell commenced performance under the
25 Agreement by delivering to each Plaintiff a check for \$10,000.

26 18. Campbell made no further payments under the Agreement.

27 19. The last installment was due and owing on January 1, 2021.

28 20. \$130,000 remains due and owing under the Agreement, plus 10%

1 interest from the time each installment was due.

2 **FIRST CLAIM FOR RELIEF**

3 **(Breach of Contract - Against Defendant Campbell)**

4 21. Plaintiffs re-allege and incorporate herein by reference each and every
5 allegation set forth above.

6 22. In or around July 2018, Plaintiffs and Campbell entered into an oral
7 contract (the “Agreement”) whereby Campbell was to repurchase Plaintiffs’
8 ownership units in Viceroy for \$150,000, with minimum \$10,000 installments due
9 to each Plaintiff on the first business day of each subsequent quarter.

10 23. Plaintiffs did all or substantially all that was required of them under the
11 Agreement, or Plaintiffs were excused from doing so by defendant’s breach.

12 24. Defendant failed to abide by the terms of the Agreement. Namely,
13 after making the first installment, defendant shirked his remaining payment
14 obligations.

15 25. Plaintiffs have been harmed by defendant’s breach of the Agreement in
16 an amount to be proved at trial, no less than \$130,000 plus interest.

17 **SECOND CLAIM FOR RELIEF**

18 **(Breach of Fiduciary Duty – Derivatively Against All Defendants)**

19 26. Plaintiffs re-allege and incorporate herein by reference each and every
20 allegation set forth above.

21 27. Plaintiffs were members of record of nominal defendant Viceroy at the
22 time of the transactions of which Plaintiffs complain.

23 28. At all relevant times, defendants were managers of Viceroy with
24 fiduciary duties to the company to:

- 25
- 26 • exercise their powers in good faith for the benefit of the company;
 - 27 • use investor dollars for legitimate company purposes without waste;
 - 28 • maintain proper and adequate books and records of account.

