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**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY**

<p>GOLDIN AUCTIONS, LLC,</p> <p style="text-align: center;">Plaintiff,</p> <p>v.</p> <p>KOBE BRYANT,</p> <p style="text-align: center;">Defendant.</p>	<p>CIVIL ACTION NO.</p>
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MEMORANDUM OF LAW IN SUPPORT OF ORDER TO SHOW CAUSE

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PRELIMINARY STATEMENT

Plaintiff, Goldin Auctions, LLC (“Goldin Auctions”), requires immediate equitable relief to stop Defendant, Kobe Bryant, from interfering with its scheduled June 2013 auction of the sports memorabilia of Kobe Bryant which was legally consigned to Goldin Auctions by Kobe Bryant’s mother, Pamela Bryant, the legal property owner. As set forth more fully below, Goldin Auctions can show a likelihood of success on the merits of its claims for a declaratory judgment that Goldin Auctions has legal ownership of, and the right to auction, the sports memorabilia pursuant to the Consignment Agreement entered into with Pamela Bryant on January 2, 2013. Goldin Auctions has evidence that it has a contractual right to sell the sports memorabilia from its owner, Pamela Bryant (Defendant’s own mother). This evidence includes, but is not limited to, a signed Consignment Agreement guarantying that Pamela Bryant is sole owner of all consigned items and warranting that she has full and clear title to said items, signed Letters of Authenticity certifying that she is the mother of Kobe Bryant and that the items were free and clear of any encumbrances, as well as a Certification from Pamela Bryant setting forth further evidence that she was the legal owner. Pamela Bryant has confirmed in her Certification that Kobe Bryant freely gave his mother the sports memorabilia, she has had possession of most of the items for over fifteen years, paying for storage and insurance during that time and that she even asked

Kobe Bryant whether he wanted any of the items that he had previously given her on several occasions, to which he declined and reiterated that those items were hers. On balance, the ill effects that will befall Goldin Auctions by not being permitted to proceed with its scheduled and advertised June 2013 auction, far outweighs any harm Kobe Bryant will suffer by the auction proceeding since he is not the owner of the sports memorabilia at issue in this case. Accordingly, Plaintiff requests that the Court grant temporary relief by entering an Order for temporary restraints and preliminary relief restraining Defendant from interfering with the June 2013 auction.

STATEMENT OF FACTS

Plaintiff respectfully refers the Court to the facts contained in its Verified Complaint and incorporates the factual allegations of its Verified Complaint herein by reference.

LEGAL ARGUMENTS AND REASONING

In granting preliminary relief, the Court must evaluate four factors: “(1) whether the movant has shown a reasonable probability of success on the merits; (2) whether the movant will be irreparably injured by denial of the relief; (3) whether granting preliminary relief will result in even greater harm to the nonmoving party; and (4) whether granting the preliminary relief will be in the public interest.” U.S. v. Bell, 414 F.3d 474, 478, n.4 (3d Cir. 2005). As set forth

more fully below, assessment of these factors substantiates the need to grant the relief requested by Goldin Auctions.

I. Goldin Auctions is Likely to Succeed on the Merits of its Claim for a Declaratory Judgment.

To meet the likelihood-of-success standard for temporary restraints and a preliminary injunction, Goldin Auctions, LLC must “make a showing of reasonable probability, not the certainty, of success on the merits.” SK & F Co. v. Premo Pharm. Lab., Inc., 625 F.2d 1055, 1066 (3d Cir. 1980).

Goldin Auctions will succeed on the merits of its claim for a declaratory judgment because quite simply it has a contractual right to sell the sports memorabilia from the legal owner of the items, Pamela Bryant. On January 2, 2013, Pamela Bryant signed a Consignment Agreement with Goldin Auctions guarantying that she is sole owner of all consigned items and warranting that she has full and clear title to each of the items. Verified Complaint at ¶11; Certification of Pamela Bryant at ¶5. Pamela Bryant also executed Letters of Authenticity certifying that she is the mother of Kobe Bryant and that the items were free of any liens and encumbrances. Verified Complaint at ¶12; Certification of Pamela Bryant at ¶5. Plaintiff is confident that all of the credible evidence in this matter will confirm Pamela Bryant’s representations to be accurate and that she is the legal owner of the items to be auctioned.

Even if Kobe Bryant incredibly denies giving his own mother gifts in the form of the sports memorabilia, the incontrovertible evidence in this case will prove that Kobe Bryant at the very least abandoned the sports memorabilia. The New Jersey Supreme Court of New Jersey has held that “property is abandoned if: (1) a person has either actual or constructive control or dominion over property; (2) he knowingly and voluntarily relinquishes any possessory or ownership interest in the property; and (3) there are no other apparent or known owners of the property.” State v. Carvajal, 202 N.J. 214, 225, 996 A.2d 1029, 1035 (2010); see also Sullivan v. Delisa, 101 Conn. App. 605 (Conn. App. 2007) (son and daughter-in-law lived in mother’s home for 30 years before departing and leaving personal property behind, Court holding that mother did not wrongfully take personal property plaintiffs left in yard at the home where she asked son to remove his belongings and son indicated no intention of removing the personal property and where mother received money for selling the property). Pamela Bryant has certified that she had possession of much of the sports memorabilia at issue in this case for at least fifteen years, storing it, caring for it and paying for insurance coverage and storage fees. Certification of Pamela Bryant at ¶4. She also certifies that her son relinquished any possessory or ownership interest in the sports memorabilia. Id. at ¶10-12. He has made no demands for the return of the property. Id. at ¶14. To the contrary, she even asked both him and his wife if they had any interest in taking

any of these items back and they declined on numerous occasions. Id. at ¶10-14.

Finally, there are no other apparent or known owners of the property.

Accordingly, Plaintiff will at the very least be able to prove that Kobe Bryant legally abandoned the property at issue to his mother after over fifteen years.

II. Goldin Auctions Will Suffer Immediate and Irreparable Harm Unless Defendant Is Enjoined From Interfering with its June 2013 Auction.

Without an injunction prohibiting Defendant from interfering with Plaintiff's scheduled June 2013 auction, Goldin Auctions, LLC will suffer harm that cannot be redressed by a legal or an equitable remedy following a trial. Weinberger v. Romero-Barcelo, 456 U.S. 305, 312 (1982) (immediate irreparable harm is that which cannot be redressed through a legal remedy or equitable remedy following trial). The Third Circuit has recognized that "the fact that the payment of monies is involved does not automatically preclude a finding of irreparable injury, "emphasizing that "the injury must be of a peculiar nature, so that compensation in money cannot atone for it." Morton v. Beyer, 822 F. 2d 364, 372 (3d Cir. 1987) (citations omitted). Put another way, "[t]he irreparable harm requirement is met if a plaintiff demonstrates a significant risk that he or she will experience harm that cannot adequately be compensated after the fact by monetary damages." Adams v. Freedom Forge Corp., 204 F.3d 475, 484-85 (3d Cir. 2000).

Here, if Kobe Bryant's position is accepted and the auction is canceled, Plaintiff will suffer irreparable harm because the items to be auctioned are unique and irreplaceable. See Emergency Accessories & Installation, Inc. v. Whelen Eng'g Co., Inc., 2009 WL 1587888 *6 (D.N.J. June 3, 2009) ("Irreparable harm may also include an entire array of situations that could be characterized as loss of enterprise cases. Such losses are irreparable both because they are unique and because damages may be ultimately unquantifiable.")

Plaintiff will suffer irreparable harm if it cannot continue to advertise the June 2013 auction and damage to its reputation if it is made to cancel the auction. Any further delay in advertising efforts will decrease the profits at the auction and cause uncertainty in the public marketplace because Plaintiff has issued a press release about the auction. Plaintiff has already advanced \$450,000 to Pamela Bryant and Plaintiff will lose all additional profits it rightfully expected from the auction. Finally, if Kobe Bryant's position is perpetuated and accepted and the auction is canceled, there are in excess of 900 items worth approximately \$1,500,000 in other collectables set for auction not consigned by Pamela Bryant that will be in jeopardy of not being sold.

III. The Harm Goldin Auctions will Suffer Absent Injunctive Relief Outweighs the Harm, if any, Defendant Might Suffer.

Finally, in considering whether to grant Goldin Auctions' request for a preliminary injunction, the Court must consider the relative hardship to the parties in granting or denying relief. U.S. v. Bell, 414 F.3d 474, 478, n.4 (3d Cir. 2005). In this instance, Goldin Auctions simply wants to enjoin Kobe Bryant from interfering with its June auction since he clearly has no legal property interest in the sports memorabilia and is doing nothing more than trying to interfere. Absent an injunction, Goldin Auctions will suffer damage to its reputation if the auction is cancelled, uncertainty in the marketplace, deprivation of the opportunity to auction off unique irreplaceable items with resulting profits and the potential loss of its \$450,000 payment to Pamela Bryant who has already spent the funds on a new home.

On the other hand, there is no loss to Kobe Bryant because the sports memorabilia does not belong to him, it is his mother's property. Any sentimental attachment he claims to the items is belied by the fact that he abandoned them for over fifteen years. On balance, the ill effects that will befall Goldin Auctions by not being permitted to continue with its auction far outweighs any harm Kobe Bryant will suffer if the auction takes place as planned.

IV. Granting the Preliminary Relief to Goldin Auctions is in the Public Interest.

Finally, considerations of public policy favor granting Goldin Auctions' relief requested. The public interest is best served by parties to a contract being able to rely on those contracts and to proceed according to contractual terms. Additionally, the June 2013 auction has already been advertised to the public and generated excitement and anticipation. If Kobe Bryant is permitted to continue interfering with the auction, the public will be deprived the opportunity to purchase items that have rightfully been listed for auction.

Furthermore, allowing someone to interfere with an auction of items legally given to someone else, or abandoned, merely because he/she doesn't want those items sold will have a chilling effect on not only this auction, but all auctions. First, the auctioneers will likely see less interest, and an irreparable harm to their business because of the uncertainty of legal ownership. Second, the bidders/purchasers themselves will never have the peace of mind that the items they have bid on or purchased are theirs. Accordingly, considerations of public policy mandate that Defendant be enjoined from interfering with the auction.

CONCLUSION

For the foregoing reasons, Plaintiff respectfully requests that the Court grant the temporary restraints and preliminary relief requested.

Respectfully submitted,

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Dated: May 2, 2013


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