

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

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JUDITH REGAN,

Plaintiff,

-against-

HARPERCOLLINS PUBLISHERS L.L.C.,
NEWS CORPORATION and JANE FRIEDMAN,

Defendants.

-----X

Index No.

COMPLAINT

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Plaintiff Judith Regan, by her attorneys, for her Complaint against HarperCollins Publishers L.L.C. (*HarperCollins*), its parent company News Corporation (*News Corp.*), and Jane Friedman (President and CEO of HarperCollins) (collectively, *defendants*), alleges, upon personal knowledge with respect to her own acts, and upon information and belief with respect to the acts of others, as follows:

INTRODUCTION

1. This action arises from a deliberate smear campaign orchestrated by one of the world's largest media conglomerates for the sole purpose of destroying one woman's credibility and reputation. This smear campaign was necessary to advance News Corp.'s political agenda, which has long centered on protecting Rudy Giuliani's presidential ambitions.

2. It is now widely accepted that one of Giuliani's major political vulnerabilities is his association with Bernard Kerik, the former NYC Police Commissioner and member of Giuliani Partners who was recently indicted on federal charges of tax fraud and corruption. Defendants were well aware that Regan had a personal relationship with Kerik. In fact, a senior executive in the News Corp. organization told Regan that he believed she had information about Kerik that, if disclosed, would harm Giuliani's presidential campaign. This executive advised Regan to lie to, and to withhold information from, investigators concerning Kerik. Indeed, another News Corp. executive similarly advised Regan not to produce clearly relevant documents in connection with the government's investigation of Kerik. Thus, because of the damaging information that defendants believed Regan possessed, defendants knew they would be protecting Giuliani if they could preemptively discredit her.

3. Although defendants laid the groundwork for their smear campaign beginning in 2001, they saw an opportunity to further smear Regan's reputation and irremediably destroy her credibility when a national controversy erupted in mid-November 2006 following the

announcement of the publication by ReganBooks (a division of HarperCollins) of OJ Simpson's *If I Did It*. Using News Corp.'s NEW YORK POST and Fox News Channel, their own employees, "unnamed insiders", and additional foot soldiers, including those at outside news organizations and publicity firms, defendants falsely cast Regan as an unethical businesswoman devoid of any integrity, who was solely to blame for the OJ controversy.

4. In the weeks that followed, defendants fueled the vitriol against Regan by creating a baseless controversy over a supposedly "pornographic" and "vile" novel about Mickey Mantle that Regan had agreed to publish. Defendants not only mischaracterized or caused to be mischaracterized the content of the book, but they falsely portrayed Regan as indecent and once again as solely responsible for a publishing controversy.

5. In December 2006, one of Regan's personal lawyers met with News Corp.'s General Counsel to discuss the situation. At this meeting, News Corp. ostensibly agreed on talking points for the media – including that defendants supported Regan and that she was at no risk of being fired. At the same time, however, HarperCollins' President and CEO Jane Friedman double-crossed Regan by maintaining silence as to Friedman's own role in the Simpson project and by insinuating to NEWSWEEK and other publications that Regan had once again been deceitful and irresponsible, that she needed to be reined in or fired, and that she was solely to blame for the Simpson and Mantle controversies.

6. On December 15, 2006, defendants informed THE NEW YORK TIMES that Regan had been terminated effective immediately. Regan, who was working in her Los Angeles office at the time, was unaware of her own termination, or that her staff had been ordered into a conference room, told of her firing and instructed not to speak to her. Only when ReganBooks'

publicity director came into Regan's office and told her that THE NEW YORK TIMES had called asking for comment, did Regan learn that she had been fired.

7. At 7:55 pm that night, as thousands of News Corp. employees were on their way to the company holiday party at the New York Hilton on West 53rd Street, Friedman, *after* informing THE NEW YORK TIMES, faxed to Regan's lawyer in New York a two-sentence letter stating that Regan had been terminated. Defendants had no legal basis or explanation of any kind for terminating Regan's contract, which was guaranteed for another two and a half years.

8. By Monday, December 18, 2006, Regan was no longer, according to defendants, an unethical publisher who deserved to be fired. Instead, defendants told THE NEW YORK TIMES that Regan was terminated because she had made "anti-Semitic" comments during a December 15, 2006 telephone call with Mark Jackson (an in-house lawyer at HarperCollins assigned to ReganBooks). **This charge was completely fabricated.** In fact, a temporary secretary who had set up (and remained on) the call confirms that Regan never made any such comments. Defendants knew that their allegations of anti-Semitic comments were false, and they were manufactured to create a pretext for Regan's termination and further undermine her credibility.

9. Contrary to defendants' manufactured spin, Judith Regan is one of the most successful and innovative publishers in the history of the book publishing industry, and is beloved by many of her authors. During her 12½-year association with HarperCollins, Regan's imprint sold tens of millions of books, produced an extraordinary number of bestsellers, and was hugely profitable. Over her career, Regan's authors have generated over \$1 billion in book sales. She has earned hundreds of millions of dollars in revenues for defendants HarperCollins and News Corp., contractually entitling Regan to millions of dollars in guaranteed salary and profit participation.

10. Regan is a self-made, hard-working, dedicated, single mother who supported herself from the age of 14, worked her way through school, and built (against all odds) one of the most successful, diverse, provocative and colorful publishing imprints in history. In fact, since her termination, *seven* of the books that Regan brought to HarperCollins made it to THE NEW YORK TIMES Bestseller List, with many more on other national bestseller lists.

11. Regan, at times described as “the most democratic publisher in America”, was well-known for the diverse and sometimes conflicting and radical views represented by the authors she published, who included: Wally Lamb, Ralph Nader, Gregory Maguire, Michael Moore, Sean Hannity, Howard Stern, Jess Walter, Rush Limbaugh, Vivienne Tam, Susan Estrich, Dr. John Sarno, Kimora Lee Simmons, Essie Mae Washington-Williams, Peggy Noonan, Fran Drescher, Arianna Huffington, James Blake, Eminem, Robert Bork, Motley Crue, General Tommy Franks, Marilyn Manson, The Rock, Frank Warren, Kelly Wearstler, Mick Foley, Dr. Barry Sears, Antonia Juhasz, Jackie Collins, Bill Sammon, Mario Puzo, Jonathan Adler, Robin Quivers, Neil Cavuto, Christopher Darden, Karim Rashid, Tony Hawk, Dr. Jeffrey Schwartz, David Wallechinsky, Thomas Von Essen, Dick Marcinko, Sonny Bono, Midge Dector, Catherine Crier, Amber Frey, Bernard Kerik, Tod Lindberg, Roger Friedland, Bernie Mac, Sela Ward, Liz Goldwyn, Toni Bentley, Jehangir Mehta, Larry Miller, Allan Cumming, Sarah Dunant, Eric Garcia, Leonard Levitt, Hollis Gillespie, Paige West, Mancow Muller, Afschineh Latifi, Jane Seymour, Anna Maxted, Michael Johnson, David Mirra, Kelly Slater, AvroKO, Marilu Henner, Barbara Guggenheim, Mariette Himes Gomez, Brian Kilmeade, James McGreevey, Douglas Coupland, Peter Evans, Tom Fenton, Peter Robinson, Peter Berley, Dave Navarro, Ludo Lefebvre, Richard Chamberlain, Sue Johanson, Jose Canseco, Pippin Ferreras, Shan Sa, Rabbi Shmuley Boteach, Dennis Prager, Robert Trachtenberg, Rabbi Jan Goldstein, Jim DeFede, John

Gibson, Joe Trippi, Douglas Schoen, Dr. Robert Hare, Dick Morris, Janice Dickinson, Sammy Davis Jr., Ian Kerner, Ph.D., William Lashner, Chin-Ming Chu, Jane Buckingham, Robert Mckee, Paola Antonelli, Dita Von Teese, Senator Trent Lott, Neil Strauss, William F. Buckley, Jenna Jameson, ROLLING STONE magazine, GARDEN DESIGN magazine, Jeanne Kirkpatrick, Dr. Drew Pinsky, Neil Kozodoy, Nicole Richie, Tom Perkins, Gloria Allred, Mark Green, Deborah Nadoolman Landis, Beth Lisick, Maura Moynihan, Neil Boortz, Haim Harari, Rachel Ashwell, Roma Downey, and hundreds of others.

12. Regan published a wide range of writers and personalities including critically acclaimed novelists, generals, chefs, journalists, designers, politicians, architects, race car drivers, entertainers, doctors, musicians, presidential speech writers, psychiatrists, professors, brain science researchers, photographers, nuclear physicists, decorators, Hollywood set designers, attorneys, rabbis, business leaders, World Wrestling Federation stars, Seal Team commanders, boxers, baseball players, porn stars, sex therapists, ballet dancers, museum curators, models, radio talk show hosts, diet doctors, actors, professional tennis players, criminals, art dealers, cultural commentators, artists, television talk show hosts, Olympic gold medalists, memoirists, eroticists, comedians, mistresses, shock jocks, conservative political commentators, liberal political commentators, satirists, intellectuals, cartoonists, children's book authors, historians, pick-up artists, biographers, psychologists, pediatricians, endocrinologists, burlesque stars, Southern belles, college professors, matchmakers, researchers, wedding experts, relationship gurus, hair stylists, fire and police commissioners, and fantasy writers, to name a few.

13. By this Complaint, Regan seeks to hold defendants accountable for their many false and defamatory statements, obtain monetary damages for defendants' malicious assault on her

character and reputation worldwide (which continues to this day and which has greatly damaged Regan and her family), reclaim her valuable personal property (which defendants have wrongfully withheld since December 2006), and recover the money that is rightly owed to her as a result of her wrongful and retaliatory termination.

PARTIES

14. Plaintiff Judith Regan resides in New York City.

15. Defendant HarperCollins is a Delaware corporation that is headquartered at 10 East 53rd Street, New York, New York 10022.

16. Defendant News Corp. is a Delaware corporation that is headquartered at 1211 Avenue of the Americas, New York, New York 10036.

17. Defendant Jane Friedman is HarperCollins' President and Chief Executive Officer and, upon information and belief, resides in New York City.

FACTUAL BACKGROUND

Judith Regan Builds a Publishing and Media Juggernaut

18. In 1994, after a string of successes at Simon & Schuster (which included recognizing and capitalizing on the potential of personalities such as Rush Limbaugh and Howard Stern, developing the careers of notable novelists such as Wally Lamb, Douglas Coupland and Walter Kirn, and creating franchises such as Dick Marcinko's *Rogue Warrior*), Rupert Murdoch approached Regan and offered to partner with her in her own imprint. Her imprint (ReganBooks) generated tens of millions of dollars in revenues each year and was extremely profitable.

19. Referred to as “the world’s most successful publisher”,¹ Regan’s track record speaks for itself and includes (among hundreds of others):

- Wally Lamb’s *She’s Come Undone* and *I Know This Much Is True* (both #1 NEW YORK TIMES bestsellers and selections for “Oprah’s Book Club”);
- Retired General Tommy Franks’ *American Soldier* (#1 on THE NEW YORK TIMES bestseller list);
- Sean Hannity’s *Deliver Us From Evil* (#1 NEW YORK TIMES bestseller);
- Michael Moore’s *Stupid White Men* (#1 international bestseller);
- Gregory Maguire’s *Wicked*, *Confessions of an Ugly Step Sister* and *Son of a Witch* (millions of copies sold, with *Wicked* later turned into a Tony-award winning Broadway musical);
- Jess Walter’s *Citizen Vince Ruby Ridge* and *The Zero* (*The Zero* was the finalist for the 2006 National Book Award, the L.A. TIMES Book Prize, the PEN USA Fiction Award, and winner of the Pacific Northwest Booksellers Award);
- Neil Strauss’ *The Game*, *The Dirt* and *How to Make Love Like a Porn Star with Jenna Jameson* (all NEW YORK TIMES bestsellers);
- Frank Warren’s *PostSecret* series (NEW YORK TIMES bestsellers spawned from the award-winning *PostSecret.com* community art project);
- Howard Stern’s *Private Parts* (fastest selling book in Simon & Schuster history) and *Miss America* (#1 on THE NEW YORK TIMES bestseller list);
- Dr. Barry Sears’ *The Zone* (started the popular *Zone Diet* phenomenon and almost a year on THE NEW YORK TIMES bestseller list);
- Jose Canseco’s *Juiced* (#1 NEW YORK TIMES bestseller that spurred a Congressional inquiry into the use of performance-enhancing substances in Major League Baseball); and
- Rachel Ashwell’s *Shabby Chic* (the top selling series created by Regan that also launched a successful design brand).

20. Regan’s string of successes was so noteworthy that she was profiled in a 1999 book by media consultant and author Michael Wolf (formerly a Director of McKinsey & Company).

¹ Brendan Bernhard, “The Gathering Storm,” LA WEEKLY, June 2, 2005.

Wolf wrote about Regan, and several other media giants including director Steven Spielberg and record company executive Jimmy Iovine, and said:

There is no formula for hits. If there were, there would be no flops. There are, however, people who are hyperattuned to what audiences want to see, hear, wear, read, ride, and so on. They are rarely moguls, but any mogul with staying power will seek out these kinds of talents, who have an inborn ability to recognize what will interest the masses. More often these Delphic oracles of popular culture are “behind the lens”, as it were. They are directors, producers, publishers, writers, or editors. They are world-historical, or at least media-historical, in that they seem to see a wave coming long, long before it reaches the shore.

* * *

Over the course of the last ten years, Judith Regan has published a string of blockbuster books that tapped into a huge popular appetite for “unbookish” books. Her early experience as a reporter at the *National Enquirer* was great training in the art of the popular. Regan revels in her unconventional approach, but her publishing arrow has aimed straight at readers’ desires. . . . Judith Regan is strong and opinionated and, like Steven Spielberg, trusts her instincts when she unabashedly goes for the popular.²

21. In the spring of 2005, Regan challenged conventional wisdom once again by deciding to move ReganBooks to Los Angeles – a positive story that landed on the front page of THE NEW YORK TIMES and was perceived as another bold step by Regan.³ A primary reason for Regan’s move to Los Angeles was her longstanding appreciation of the creative synergies between publishing and other media. She also had a proven ability to create and build brands from her book titles (such as *The Zone Diet* and *Shabby Chic*), and she had developed a plan to expand into merchandising and Internet-related businesses.

22. Regan had already developed, executive produced or produced projects for several networks, including CBS, NBC, VH1, A&E and HBO. Before she was wrongfully terminated,

² Michael J. Wolf, *The Entertainment Economy: How Mega-Media Forces Are Transforming Our Lives* (1999).

³ Edward Wyatt, “Trend-Setting Publisher Plans To Move To And Go Hollywood,” THE N.Y. TIMES, Apr. 12, 2005.

Regan also had several motion picture and television projects in development, some of which were based on books that she had developed. Regan also had a weekend talk show on the Fox News Channel for a period during her tenure at HarperCollins, and currently has a weekly talk show on Sirius Satellite Radio. By the time of the move, Regan already had acquired the rights to a number of television and film projects, as well as stage, merchandising, electronic and other ancillary rights.

23. Regan's approach to publishing was so unique that THE NEW YORK TIMES took the unprecedented step of publishing an article about the ReganBooks' winter 2006 *catalog*, which featured a cover illustration of Regan stretched across a pile of books. As THE NEW YORK TIMES noted, "ReganBooks is never far behind the headlines. Among the imprint's recent publications are no fewer than three books related to the Scott Peterson case; 'Juiced,' the Jose Canseco tell-all (and then some, critics say) about the use of steroids in baseball; and 'How to Make Love Like a Porn Star,' by Jenna Jameson [with Neil Strauss]." ⁴

Regan's Guaranteed Employment Agreement Through 2009

24. Regan was employed pursuant to a written agreement with HarperCollins. The most recent agreement was signed by Regan and Friedman (on behalf of HarperCollins) on March 2, 2005, with an effective period of July 1, 2004 through June 30, 2009 (the *Agreement*). (An earlier agreement between Regan and HarperCollins had been entered into in 2000.)

25. The Agreement provided that Regan was entitled to a salary and profit participation.

26. The Agreement provided that Regan would be employed as President and Publisher of ReganBooks, where she was responsible for the management and supervision of the entire publishing program of ReganBooks.

⁴ Edward Wyatt, "She's Not Just the Publisher, She's the Cover Model, Too," THE N.Y. TIMES, July 23, 2005.

27. The Agreement also provided that Regan would be employed as President of ReganMedia, where she was responsible for, among other things, the management and supervision of a media program that included the conception and development of motion picture, television, live-stage and other media productions, as well as merchandising products, derived from books published under her imprint.

28. The Agreement also provided that Regan could undertake additional duties (at HarperCollins and elsewhere), including: (a) serving as an on-air host or interviewer in connection with media productions; (b) serving as a producer or executive producer for ReganMedia productions; (c) writing articles for magazines or newspapers; (d) authoring books; and (e) writing screenplays.

29. HarperCollins' legal department was responsible for drafting and negotiating every one of Regan's book and media contracts, each of which was signed and approved by Jane Friedman.

30. The Agreement provided that HarperCollins could not terminate Regan before June 30, 2009 without cause.

Defendants' Intentional Efforts to Ruin Regan's Character and Credibility Furthered Their Political Agenda

31. In 2001, Regan introduced Bernard Kerik to a senior executive in the News Corp. organization (who was also a close ally of Rupert Murdoch). Over many months, Regan confided in this executive regarding the details and nature of her relationship with Kerik.

32. At the end of 2001, this senior News Corp. executive knew full well that Kerik and Giuliani – fresh from carrying the heroic halo of September 11th - were well-positioned for greater political power. So when Regan became the victim of a theft at the Fox News Channel, and Kerik -- not Regan -- used his authority as NYC Police Commissioner to send NYPD

detectives out to investigate, this executive spun the story that it was Regan – not Kerik – who caused the detectives to knock on the doors of Fox News employees, and that it was Regan – not Kerik – who was out of control.

33. Inside the company, this senior News Corp. executive openly blamed Regan for the incident, even though he absolutely knew that it was not the case. He convinced others (including Rupert Murdoch) that somehow Regan was out-of-control.

34. Defendants' efforts to sacrifice Regan in order to save the reputation of Kerik – and, by association, Rudy Giuliani -- continued. In December 2004, this News Corp. senior executive told Regan that he believed she had information about Kerik that, if disclosed, would harm Kerik's Homeland Security nomination, and more importantly Giuliani's planned presidential campaign. This senior executive was concerned about this information being made public, and counseled Regan to lie and withhold information from investigators concerning Kerik. In fact, as is typically done when Fox News on-air talent and commentators receive their "talking points", this executive attempted to influence any information that Regan might be asked to give regarding Kerik.

35. Similarly, another News Corp. executive advised Regan not to produce clearly relevant documents in connection with a governmental investigation of Kerik.

36. Defendants worked to diminish the character and reputation of Regan so that her credibility would be destroyed if she ever spoke out about Kerik. Defendants believed that they would be protecting Giuliani if they could preemptively discredit Regan in any way possible in the event the damaging information she possessed was ever disclosed.

37. Defendants have continued to spin the "cell phone" story that Regan had sent detectives out to menace Fox News employees. In the March 2007 issue of VANITY FAIR,

Michael Wolff – who clearly had been given his talking points by News Corp. to trash Regan – wrote that “when Judith lost a cell phone on the set of her TV show, she was able to have NYPD detectives sent out to the homes of the production-crew members she suspected of having snatched it.”⁵ Again, to claim that Regan had the authority and power to compel, direct or deploy top NYPD detectives is false, outrageous and is defendants’ manufactured spin from November 2001. Shortly after the publication of this defamatory article, Wolff disclosed that he had made a nearly seven figure deal to write Rupert Murdoch’s *authorized* biography with “unrivaled access to Rupert Murdoch himself, his business associates, and his family members.”⁶

38. Defendants initiated their covert smear campaign against Regan to “kill her in the crib.” Indeed, with some of the most powerful political and media strategists inside their organization, defendants had foresight with respect to the “Regan problem”.

The OJ Simpson Confession

39. In early 2006, Bret Saxon, an attorney with whom ReganBooks and HarperCollins had previously done business, approached ReganBooks concerning the rights to a confessional book by OJ Simpson. Regan immediately recognized the value of publishing a book that could finally expose Simpson’s guilt in the brutal murders of his ex-wife Nicole Brown Simpson, and her friend Ronald Goldman.

40. News Corp. CEO Rupert Murdoch personally approved the OJ project from the beginning. In fact, after it was clear “how far” Simpson was willing to go in the book, one of the first conversations that Regan had with anyone at News Corp. or HarperCollins about the project was during a dinner on February 14, 2006 with Murdoch, which was also attended by News Corp. director Tom Perkins.

⁵ Michael Wolff, “The Trouble With Judith,” VANITY FAIR, Mar. 2007.

⁶ www.randomhouse.biz/media/pdfs/MichaelWolffDowJones.pdf.

41. Murdoch and Regan agreed that a book containing Simpson's apparent confession would not only be a remarkable, historic event, but would also be a commercial success. Both understood that the only way in which Simpson would implicitly agree to confess would be to frame the chapter about the night of the murders as a "hypothetical." Regan knew from law enforcement officials that this was a common way for murderers to confess. For example, Ted Bundy's "hypothetical" confessions had been published in 1983 by Simon & Schuster and was a bestseller.⁷

42. At dinner, Murdoch suggested paying \$1 million for the project. Both Murdoch and Regan understood that Simpson himself would not receive any money from News Corp. or HarperCollins.

43. The day after Regan's conversation with Murdoch, Friedman called Regan and they spoke for the first time about the project. Friedman told Regan that she had spoken with Murdoch and he was very excited about the project. Friedman fully understood the "hypothetical" nature of the chapter about the murders, verified the \$1 million figure, and urged Regan to aggressively pursue the deal.

44. Regan then spoke with in-house attorney Mark Jackson and ReganBooks' Editor-In-Chief Cal Morgan, and directed them to negotiate a deal with Bret Saxon, the attorney representing the Simpson project. Jackson (not Regan) handled the contract negotiations for the book, and he was responsible (as with all of ReganBooks' acquisitions) for all business affairs, including any necessary due diligence. Jackson subsequently assured Regan (and others) that the money for the book would not go to Simpson, but rather to a fund set up for his children that would be used to purchase a condominium for them.

⁷ Stephen G. Michaud & Hugh Aynesworth, *The Only Living Witness* (1983).

45. Subsequently, at a HarperCollins sales conference in Puerto Rico, Friedman enthusiastically announced the OJ book to the sales force. In addition, after the sales department announced confidentially to its top accounts that the OJ book was coming, the bookselling community embraced it with fervor and huge orders. In fact, Friedman called Regan into a sales and marketing meeting to discuss “increasing” the print run because of the unprecedented number of orders that the sales force was receiving. Regan told Friedman that any controversy surrounding the book would be heightened as a result of releasing it around the holidays (which Regan objected to). Regan told Friedman to hold steady at the current print run and urged that they not print more books until they measured the reaction.

46. Friedman was apprised every step of the way. From the beginning, Friedman approved the contract, the project and the “hypothetical” format.

47. Friedman was very excited about the commercial potential of the project. As reported in the February 5, 2007 issue of NEW YORK MAGAZINE:

Friedman saw the project as a gigantic mound of cash piled on her bottom line. “There were two secret books at HarperCollins in 2006, and we asked ‘Are they worth it?’ says a HarperCollins editor. “Jane said that one of them was not that big a deal, but the book with Judith was going to be huge.”⁸

48. The project also included an interview with Simpson for broadcast on television. The interview was done by Regan, although it was originally to be conducted by Barbara Walters and aired on ABC.⁹

49. In November 2006, when Mike Darnell (Executive Vice President of Alternative Programming at Fox Broadcasting, whose credits include the hit show *American Idol*) spoke to Regan about producing and hosting the OJ interview, Regan said she wanted to do it in February

⁸ Vanessa Grigoriadis, “The Judith Regan Story,” N.Y. MAGAZINE, Feb. 5, 2007.

⁹ Johnnie L. Roberts, “Kill Fee,” NEWSWEEK, Nov. 28, 2006.

since it was in bad taste to air it during the Thanksgiving and Christmas holidays. However, Darnell said that “the big guy [i.e., Murdoch] wants it now” and insisted that the interview be done for November sweeps since they were desperate for ratings.

50. The grueling and traumatizing interview was recorded in Miami in November 2006, and lasted almost three and a half hours. This was the first time that OJ Simpson had ever spoken publicly and directly, on camera, about the night of the murders. At one point during the interview, Simpson said:

“As things got heated, I just remember Nicole fell and hurt herself. And this guy kind of got into a karate thing.” It was then that Simpson said: “I remember I grabbed the knife.”

Simpson then told Regan that he blacked out. His next memory is being covered in “blood and stuff.”¹⁰

51. Regan also asked Simpson about the infamous glove, the one he struggled to slide on his hand during his 1995 trial, leading his lawyer (Johnnie Cochran) to tell jurors famously, “*If it doesn’t fit, you must acquit.*” Regan framed the question by reminding Simpson that he had written in the book that he removed the glove before grabbing the knife. Simpson answered:

“You know, I had no conscious memory of doing that, but obviously I must have because they found a glove there.”¹¹

52. During the interview, Regan said to Simpson, “You wrote, ‘I have never seen so much blood in my life.’” OJ responded, “I don’t think any two people could be murdered without everybody being covered in blood.”¹²

53. All the top executives at Fox and the production team members who saw or witnessed the interview, and who spoke to Regan thereafter, agreed that it could only be

¹⁰ Russ Buettner & Edward Wyatt, “Simpson Transcript Describes Murder,” THE N.Y. TIMES, Feb. 3, 2007.

¹¹ Russ Buettner & Edward Wyatt, “Simpson Transcript Describes Murder,” THE N.Y. TIMES, Feb. 3, 2007.

¹² “Fox: O.J. Will Tell How He Would Have Committed The Murders,” CHICAGO SUN TIMES, Nov. 15, 2006.

interpreted as a riveting confession. They thought that it would likely become one of the highest rated specials in television history. Darnell told Regan that he was thrilled with the interview and thanked her.

The OJ Simpson Backlash

54. Shortly thereafter, Fox Broadcasting released a sound bite from the taped interview, as well as a short press release on November 14, 2006. As news circulated about the book and interview, and as wild and fabricated accusations spread via Fox News among others that Regan, for instance, had paid OJ Simpson \$3.5 million, a public and media backlash ensued.

Defendants Set Up Regan as the Scapegoat for the OJ Controversy as Part of Their Smear Campaign

55. As set forth above, defendants had laid the groundwork for smearing Regan beginning in 2001. However, when the Simpson controversy arose in November 2006, defendants saw an opportunity to further destroy Regan's reputation and credibility in order to protect their political agenda.

56. By their affirmative misstatements and their intentional omissions, defendants knowingly manufactured the false impression that Regan was a disgraceful and unethical publisher who deserved to be punished for the OJ controversy, among other things. Defendants (including senior executives at HarperCollins and the News Corp. organization) also instigated, authorized and directed their own employees (or their agents, such as outside publicity firms) to participate in the smear campaign against Regan, and consented to and approved each and every defamatory statement made by their employees or agents.

57. Rupert Murdoch has publicly stated that Roger Ailes is the one who called him on his ranch in Australia in November 2006 to discuss how News Corp. should deal with the

controversy surrounding the Simpson project.¹³ In fact, according to NEW YORK MAGAZINE, “[m]any have suggested that Roger Ailes was the architect of [the Regan scapegoating] strategy, given the fact that a lot of the heat was coming from people within the News Corp. universe, notably from Ailes protégés like Bill O’Reilly.”¹⁴

58. Following the OJ controversy, defendants first attacked Regan by having News Corp.’s various media outlets and its unnamed “insiders” falsely portray her as someone who had lost all sense of balance with regard to issues of abuse, among other things. This “nuts and sluts” propagandist technique is used to attack the character of a woman (like Regan) by falsely characterizing her as crazy, “slutty”, hysterical, scorned, vindictive, etc., in order to destroy her credibility on any issue.

59. For example, in a recent sexual harassment lawsuit filed against Bill O’Reilly, the Fox News commentator is quoted as talking about how News Corp. and Fox use the “nuts and sluts” strategy, and how Ailes is notorious for his brutal media assaults:

“If any woman ever breathed a word [about his inappropriate conduct] I’ll make her pay so dearly that she’ll wish she was never born. I’ll rake her through the mud, bring up things in her life and make her life so miserable she’ll be destroyed. . . . and who are they going to believe?. . . They’d see her as some psycho, someone unstable. . . .”

“If you cross Fox News Channel, it’s not just me, it’s (Fox president) Roger Ailes who will go after you. . . . Ailes operates behind the scenes, strategizes and makes things happen so that one day, bam! The person gets what’s coming to them but never sees it coming. Look at Al Franken, one day he’s going to get a knock on his door and life as he’s known it will change forever. That day will happen, trust me. . . . Ailes knows very powerful people and this goes all the way to the top. . . . Top of the country. Just look at who’s on the cover of his book [Bush and Cheney], they’re watching him and will be for years.”¹⁵

¹³ “Rupert Murdoch Interview Transcript,” Media Summit New York 2007, BUSINESS WEEK, May 1, 2007.

¹⁴ Vanessa Grigoriadis, “The Judith Regan Story,” N.Y. MAGAZINE, Feb. 5, 2007.

¹⁵ *Mackris v. O’Reilly*, Index No. 04114558 (N.Y. Sup.) Complaint.

60. As part of this strategy, and in the middle of the firestorm, Regan was directed by Fox Broadcasting and HarperCollins to make a public statement about the Simpson project, and that she had to do so quickly (i.e., in a matter of hours). Regan was told to discuss her own previous experiences with domestic abuse in order to “humanize” the OJ interview. She did. She was also told to let HarperCollins approve the statement before she released it. They did.

61. That day, November 16, 2006, Regan made the statement on her Sirius radio show. She said, among other things, that, “I made the decision to publish this book, and to sit face to face with the killer, because I wanted him, and the men who broke my heart and your hearts, to tell the truth, to confess their sins, to do penance and to amend their lives.”¹⁶ Regan also pointed out that:

“‘To publish’ does not mean ‘to endorse’; it means ‘to make public.’ If you doubt that, ask the mainstream publishers who keep Adolf Hitler’s Mein Kampf in print to this day. They are likely to say that there is a historical value in publishing such material, so that the public can read, and judge for themselves, the thoughts and attempted defenses of an indefensible man. There is historical value in such work; there is value for law enforcement, for students of psychology, for anyone who wants to gain insight into the mind of a sociopath.”¹⁷

62. The personal statement that defendants urged Regan to make (and approved) conveniently allowed them to set up the Simpson project as being one woman’s wild idea. Indeed, in the February 5, 2007 issue of NEW YORK MAGAZINE, a “source close to the situation” is quoted as saying, “[i]t was decided that Regan should be allowed to say whatever she wanted”, to **“let the lady be the lightning rod, let her take the abuse from journalists.”**¹⁸

¹⁶ Judith Regan, “Why I Did It,” N.Y. POST, Nov. 17, 2006.

¹⁷ Judith Regan, “Why I Did It,” N.Y. POST, Nov. 17, 2006.

¹⁸ Vanessa Grigoriadis, “The Judith Regan Story,” N.Y. MAGAZINE, Feb. 5, 2007.

63. Much of the anti-Regan sentiment came from News Corp.'s own Fox News Channel. For example, on November 17, 2006, Bill O'Reilly unfairly attacked Regan and the project:

“American culture hits its lowest point ever, that is the subject of this evening’s Talking Points Memo.”

“Rock bottom has arrived as OJ Simpson is being paid to speculate about the murders of Nicole Brown Simpson and Ron Goldman, murders a civil court ruled he committed. As you may know, Simpson will reportedly receive \$3.5 million to detail how he would have murdered the two Americans if he had did it. Since Nicole was the mother of his two children, the horror of this is evident to any decent person, but FOX TV and a publisher believe they can make money on the project, so it’s on. . . .”¹⁹

64. Consistent with this strategy, a “HarperCollins insider” was quoted in the November 17, 2006 edition of the NEW YORK DAILY NEWS as saying:

“It’s just amazing that she’s trying to spin this as her revenge against her own abusers.”²⁰

65. Similarly Fox News’ commentator Greta Van Susteren, who (like every other commentator at the time) had neither read the book nor seen the interview, stated:

“I’m not so sure how Judith sort of rides in on the white horse. And I’ve interviewed OJ. I mean, we’ve all -- I mean, I’ve benefited from OJ. I don’t deny that. But I don’t understand this sort of coming in and this brings closure for her in her personal problem by publishing OJ.”

“You know, Jim, you know, to me, the whole idea of writing the book was not particularly -- it didn’t sort of seize me, in the sense that, I -- you know, that I figured he was going to try to make money, you know, that - - you know, that’s what people do is try to make money. What I think is so bizarre is this explanation by the publisher as to sort of get closure in her personal life, that she was going to publish a book which, for the most part, people are finding almost -- you know, almost laughable. I think most people have concluded that OJ Simpson is the murderer of

¹⁹ The O’Reilly Factor, 2006 WLNR 19949421, Nov. 17, 2006.

²⁰ George Rush & Cory Siemaszko, “O’Reilly Encourages Viewers To Stay Away From ‘O.J. Garbage,’” N.Y. DAILY NEWS, Nov. 17, 2006.

those two people. And that's now the story. I mean, the publisher's become the story."²¹

66. On November 19, 2006, the commentators on Fox News' show "Fox News Watch" also attacked Regan and the personal statement that defendants told her to make:

Jane Hall (Fox News Channel pundit): "I think Judith Regan, made a – the publisher who's publishing the book – you know, is now saying this is somehow to talk about spousal abuse. If she really believed, give \$3.5 million to Ron Goldman's family and Denise Brown, who's working for victim abuse. *This is obscene.*"

Jim Pinkerton (regular conservative panelist on Fox News): "*Judith Regan, off her rocker.* What can we say? A – a – make – a brilliant money-making person. *Even among her fellow publishers at – at – Harper, she's 'slimy.'*"²²

67. One of the most repugnant was an article that ran in the NEW YORK POST on November 18, 2006, under the direction of Col Allan (POST Editor-In-Chief and one of Rupert Murdoch's "attack dogs").²³ The article was based on an interview with David Buckley (Regan's ex-boyfriend from 25 years ago), a convicted felon who violently assaulted Regan. These assaults are documented in multiple police reports in several states. Certainly, with the vast investigative resources of the world's most powerful media company, it would not have been difficult to check the veracity of this felon's statements. Indeed, journalistic standards unquestionably required a simple phone call to Regan for her comment.

68. In the article, Buckley denied being an "abusive ex-lover":

*"She was not a beaten woman. If she got into a fight and had some scratches, it was because she attacked me. I never attacked her. She beat me up."*²⁴

²¹ Fox On The Record With Greta Van Susteren, 2006 WLNR 20019400, Nov. 18, 2006.

²² Fox News Watch, 2006 WLNR 20084631, Nov. 19, 2006.

²³ Lloyd Grove, "Rupe's Attack Dog Gets Bitten, Keeps Barking," N.Y. MAGAZINE, Sept. 7, 2007.

²⁴ Jennifer Fermino, "Ex Slaps Back at O.J. Book Pusher," N.Y. POST, Nov. 18, 2006.

69. In the November 18, 2006 NEW YORK POST article, defendants also published claims from Buckley that Regan profited from his marijuana smuggling activities:

“I was one of the kingpins going in, and she was one of the investors . . . I took the fall. Her money’s been tainted ever since.”²⁵

70. The article also contained a picture of Regan’s son – even though he is not a public figure and even though he had nothing to do with the concocted story. Defendants only ran the picture to harm Regan and her family (who, as defendants knew, Regan fiercely protects).

71. Defendants published the story knowing it was false, and they did it as part of their vicious smear campaign. In fact, after the story was published, Mark Jackson (in-house lawyer), and lawyers for News Corp., admitted to Regan that the NEW YORK POST article was defamatory *per se*, but tried to assuage Regan’s frustration by telling her that the admitted defamatory statements did not matter because “no one believes what they read in the NEW YORK POST.”

72. Jane Friedman also sought to protect her own reputation by remaining publicly silent about her own role in the OJ project, but surreptitiously defaming Regan. In fact, Friedman leaked her propaganda (through outside publicists and others) to NEWSWEEK, PUBLISHER’S WEEKLY, and others, to create the false impression that Regan was out-of-control and had no integrity, and that, as a result, she needed to be reined in and/or fired.

73. For example, Friedman leaked her fabricated spin in a December 4, 2006 NEWSWEEK article entitled “*Publishing: No More Free Rein For Regan*”:

In Rupert Murdoch’s global media empire, few hired hands have operated with the same level of autonomy as Judith Regan, the bad girl of publishing behind the O.J. Simpson “confession” book scandal. Apparently her freedom exceeded even that of Murdoch’s son and onetime News Corp. heir apparent, Lachlan, who quit as a top exec last year in part because of his father’s meddling. Although her ReganBooks imprint is part of Murdoch’s HarperCollins publishing arm, Regan only had to present a general concept of the Simpson book to HarperCollins

²⁵ Jennifer Fermino, “Ex Slaps Back at O.J. Book Pusher,” N.Y. POST, Nov. 18, 2006.

CEO Jane Friedman to get the budget approved for the project, according to one person close to Friedman who doesn't want to be identified because he's not authorized to speak for the company.

Her projects will come under intense scrutiny, and the loose "organizational structure" under which she operated will likely change, according to News Corp. insiders who didn't want to be identified discussing the embarrassing episode's fallout.²⁶

74. Defendants' false suggestions that there was cause for firing or demotion seriously impaired Regan's reputation and ability to function – particularly since defendants (primarily Jackson) told Regan that she was forbidden from publicly defending herself. In fact, defendants prohibited Regan from talking about what was really going on with the OJ project (i.e., that News Corp. and HarperCollins, including Murdoch, Friedman and Jackson, as well as Cal Morgan, the Editor-in-Chief at ReganBooks who edited the OJ book, had fully approved and embraced the project from the start) in order to disable her so they could further disseminate their lies.

75. Friedman was also able to separate herself from the Simpson project by virtue of the fact that, only weeks after the backlash, her friend, PUBLISHER'S WEEKLY Editor-In-Chief Sara Nelson, gave Friedman the "Publisher of the Year" award – even though Nelson knew that Friedman had signed off on the Simpson project.

76. In a December 11, 2006 article in PUBLISHER'S WEEKLY entitled, "Jane Friedman Publishing Person of the Year", Friedman (through outside publicists and others) again painted the false picture that she was a hero for leading the company through a scandal that was being attributed to the "out-of-control" Judith Regan:

This year Jane Friedman led her company into the heart of China, India and the Internet revolution – and through the O.J. scandal – all the while exhibiting the grace and enthusiasm for which she is known.

²⁶ Johnnie L. Roberts, "Publishing: No More Free Rein For Regan," NEWSWEEK, Dec. 4, 2006.

* * *

And when the situation called for it, this very public face of HarperCollins managed to do something that goes against her nature – lay low. By refusing to get drawn into the public outcry over Judith Regan’s decision to publish O.J. Simpson’s quasi-confessional, Friedman managed to distance the company from the book without openly confronting one of her publishers.

* * *

Of course, Friedman also saw the dark side of synergy this year, when Fox scheduled a two-hour special in which Judith Regan would interview O.J. Simpson to launch his confessional book. While Friedman admits that the period between the deal being made public and News Corp. canceling it was the worst week of her career, she said it hasn’t shaken her faith in the value of synergy.²⁷

77. Frustrated with the continued attacks on her and her inability to respond, one of Regan’s personal attorneys met with News Corp.’s General Counsel in December 2006. To keep Regan from defending herself in the press, News Corp. said that they would agree on a series of “talking points” for use in responding to media questions about Regan, and specifically agreed to make a public statement that she was not being fired. These points included both News Corp. and HarperCollins’ full public support for Regan and the statement that she was *not* being fired or her authority reduced. Nevertheless, contrary to the representations and assurances made to Regan’s counsel, defendants continued to respond to media inquiries with “no comment” and failed to provide the true facts.

78. As a result of this corporate shirking of responsibility, false representations and defamation, Regan was unfairly attacked worldwide for her involvement in the OJ project. She received death threats, hate mail and was shunned, humiliated and caused great harm.

²⁷ Jim Milliot, “Jane Friedman Publishing Person Of The Year,” PUBLISHER’S WEEKLY, Dec. 11, 2006.

79. In fact, after Regan was publicly humiliated and her reputation destroyed, Rupert Murdoch was the only one in the entire company who acknowledged that, from the beginning, he knew about the Simpson project and approved it.

Defendants Fabricate a Controversy About a “Pornographic” Mickey Mantle Novel

80. In order to further destroy Regan’s credibility, reputation and character, defendants created a story about her being responsible for publishing a “pornographic” novel about Mickey Mantle. This conveniently allowed defendants to repeat their lies about Regan being reckless and without integrity.

81. Specifically, Friedman and others at HarperCollins falsely described the Mantle book (both internally and externally) as “porn”, “exploitative” and “vile.” They even claimed that the book somehow disgraced the legacy of Mickey Mantle, even though he was a self-confessed alcoholic and was widely known as verbally abusive and a womanizer.

82. Friedman exploited her friendship with PUBLISHER’S WEEKLY Editor-in-Chief Sara Nelson in order to disseminate defendants’ lies about Regan and the Mantle book. Friedman leaked, or caused to be leaked, information on the Mantle book in the December 13, 2006 issue of PUBLISHER’S WEEKLY (among other places) to fuel the anti-Regan sentiment and to portray Regan in a derogatory light – even though Friedman knew that Regan was neither the editor nor the author of the book, and that Regan had appropriately relied on the opinions of her Editor-In-Chief Cal Morgan, editor Doug Grad and lawyer Mark Jackson, each of whom had vetted the book and never said anything about it being “porn”, “vile” or “exploitative.”

83. PUBLISHER’S WEEKLY’s use of unnamed sources and “insiders” in the December 13, 2006 article was highly unusual, and strongly suggests that the false information in the article came from defendants.

84. Friedman and HarperCollins knowingly used PUBLISHER'S WEEKLY to mischaracterize the Mantle book in order to create the false impression that, right on the heels of OJ, Regan was "at it again":

Judith Regan is at it again. Fresh off the controversy of the canceled If I Did It by O.J. Simpson, ReganBooks is planning to publish yet another title featuring an American sports icon – and again the public might not stand for it. 7: The Mickey Mantle Novel, described by its author, Peter Golenbock, as an "inventive memoir" and by others who have seen the galley as something tantamount to pornography, is likely to evoke charges of bad taste and questionable ethics when it is published in March in a 60,000-copy first printing. It may even occasion claims of libel, according to publishing lawyers.

Two media insiders who have read the galley, each of whom asked not to be identified by name, used words like "porn", "debased", "exploitative" and "vile" to describe the book's contents. One of them said the book left him "speechless."²⁸

85. Defendants' characterizations about the Mantle book were false and untrue, demonstrating that the entire controversy was engineered by defendants solely to harm Regan.

86. First, as set forth above, the Mantle book had previously been approved by Friedman, Cal Morgan (ReganBooks' Editor-In-Chief), in-house counsel Mark Jackson, and Doug Grad (editor), none of whom raised any concerns about any objectionable content.

87. Second, attorney Jackson, who vetted the manuscript, never said anything to Regan about the content of the book being "pornographic." If there really were such issues, it was his job (as lawyer for HarperCollins) to bring them to Regan's attention. He never did. If the book was truly "pornographic", then Jackson had an obligation to ensure that it would not be printed in galley form (which it was). In fact, the printing of the book is an admission that HarperCollins and its lawyers did not consider the book to be "pornographic."

²⁸ Dermot McEvoy & Michael Coffey, "Judith Regan Takes On 'The Mick,'" PUBLISHER'S WEEKLY, Dec. 13, 2006.

88. Third, the author (Peter Golenbock) is far from a “pornographer”, and is, in fact, a respected five-time NEW YORK TIMES best-selling sports author whose previous titles included *The Bronx Zoo*, a collaboration with pitcher Sparky Lyle about the New York Yankees’ tumultuous 1978 season that spent 29 weeks on THE NEW YORK TIMES Bestseller List.

89. Fourth, as defendants should know, the book was fiction, and reinterpreting a famous person’s life in fictional form, post-mortem, is a common literary device that has been used for centuries by critically acclaimed authors ranging from William Shakespeare (*Julius Caesar, Antony and Cleopatra*), Edmund Morris (*Dutch: A Memoir of Ronald Reagan*), Norman Mailer (*Marilyn*) and HarperCollins’ very own Joyce Carol Oates (*Blonde*, which is a bestselling “historical novel” about Marilyn Monroe), to name but a few.

90. Finally, HarperCollins gave Golenbock another book deal, and the editor of the book (Doug Grad) who was responsible for its content, was neither reprimanded nor fired. Only Regan was singled out.

91. In recent months, defendants have effectively acknowledged that the Mantle controversy was contrived. For example, in a January 18, 2007 article in THE NEW YORK TIMES, Michael Morrison (president and group publisher at Harper/Morrow, and a close corporate ally of Friedman) said that he had read the Mantle book twice and that he “enjoyed it”!²⁹

92. In the January 18 article, Morrison (a long-time competitor of Regan’s at HarperCollins) also put another anti-Regan spin on the Mantle story. Before, Regan was a monster for publishing so-called pornography. Now, Morrison told THE NEW YORK TIMES that the new (and convenient) reason why the Mantle book was canceled was because:

²⁹ Richard Sandomir, “Publisher Drops Novel About Mantle,” THE N.Y. TIMES, Jan. 18, 2007.

“[t]here was so much unfair attention paid to the book based on what happened with Judith. People were lumping the two books together.”³⁰

93. Defendants’ propoganda also included publishing statements in the December 8, 2006 issue of the NEW YORK POST about an upcoming memoir by News Corp. director Tom Perkins. Perkins, a former Hewlett Packard director, a close confidant of Murdoch, and himself the author of a bawdy ReganBooks novel entitled “Sex and the Single Zillionaire”, was falsely said to have “dumped Judith Regan to go with Penguin” because “[i]t’s not a book Judith would have done in the same way” as it was a “much more serious book.”³¹ These statements are provably false because, as Perkins himself told Regan, he was not “dumping” Regan, but rather, he did not want to do the book with ReganBooks since, as a News Corp. director, it would be a conflict of interest for him to receive compensation for his book. These statements, in defendants’ own newspaper, were just one more opportunity for them to falsely portray Regan as a reckless woman who could not do her job.

Defendants Terminate Regan Without Cause

94. Regan’s employment contract could only be terminated for cause. This was problematic for defendants since Murdoch had personally approved the Simpson project, Fox Broadcasting had embraced the OJ TV special, and Friedman’s signatures were on both the Simpson and Mantle contracts.

95. During the week of (and on) December 15, 2006, Regan spoke with Jackson about the fact that defendants were using her as a scapegoat for OJ project, and that she was being unfairly attacked by her own company for the Mantle “controversy.” In fact, the call on the 15th

³⁰ Richard Sandomir, “Publisher Drops Novel About Mantle,” THE N.Y. TIMES, Jan. 18, 2007.

³¹ Keith J. Kelly, “H-P Insider Scores Tech-Tell Memoir,” N.Y. POST, Dec. 8, 2006.

was one of many that week during which Regan complained to Jackson about the fact that defendants were telling lies and throwing her to the wolves.

96. In addition to her complaints about being News Corp.'s "whipping girl", Regan expressed to Jackson that she was shocked that Jackson himself was now falsely claiming that the Mantle book was "pornographic" – especially since he had *never* raised such concerns before (even though it was his *job* to do so). It was clear that Jackson, someone with whom Regan had a close personal relationship and with whom she worked on an almost daily basis for years, had now joined in the character assassination. Jackson was not only towing the party line with respect to the OJ project, but he was now colluding with defendants in their latest piece of propaganda.

97. Certain that she was being set up, Regan asked Jackson to confirm that all the other complaints she had made about defendants over the years were on file and a part of her record. These included:

- Friedman's repeated efforts to undermine Regan's career;
- the sexually degrading statements made by Friedman's boyfriend (and HarperCollins consultant) that Regan's success was attributable to her "golden vagina";
- the creation of a chronically hostile work environment, characterized by the constant efforts by Friedman and the head of Human Resources at HarperCollins (Greg Giangrande) to undermine Regan;
- Giangrande's failure to protect Regan by conveniently "losing" confidentiality agreements signed by ReganBooks' employees;
- the continuous defamation by defendants and "unnamed insiders" at HarperCollins and News Corp.;
- defendants' misrepresentations to the media;
- defendants' false and offensive remarks to VANITY FAIR regarding Regan's young daughter;

- defendants' use of VANITY FAIR to smear Regan;
- HarperCollins' accounting manipulations;
- the fact that Friedman and Giangrande had placed "spies" inside ReganBooks to "keep an eye on Regan" and to report back to them;
- defendants' encouragement to employees to file complaints against Regan;
- the senior News Corp. executive who advised Regan to lie to investigators in order to protect Rudy Giuliani;
- the efforts to withhold Kerik-related information from investigators;
- the leaking of confidential information; and
- security breaches in Regan's office.

98. On that day, December 15, 2006, Friedman contacted THE NEW YORK TIMES to announce that Regan had been fired. Regan's staff was ordered into a conference room and told not to speak to her. Defendants shut down her computer access and her BlackBerry. Two armed guards waited at the front door to escort her out, and THE NEW YORK TIMES called for her comment. That was how Regan learned that she had been terminated. Friedman did not inform Regan first.

99. Friedman issued a short, two sentence press release later that day, defaming Regan by insinuating that she was terminated for cause:

HARPERCOLLINS TERMINATES JUDITH REGAN

New York, NY (December 15, 2006) - Jane Friedman, President and CEO of HarperCollins Worldwide, today announced that Judith Regan's employment with HarperCollins has been terminated effective immediately.

The REGAN publishing program and staff will continue as part of the HarperCollins General Books Group.

100. That evening, Friedman sent a two-sentence fax to the office of Regan's attorney in New York. The timing of the note (7:55 pm on a Friday night) was a calculated move by

defendants. They knew full well that Friedman's written notice of termination would not be looked at until Monday morning, thereby preventing Regan from defending herself in the media.

101. Regan's property was seized and impounded, including her computer, mail, records, diaries, correspondence and Rolodex (which took 35 years to build). Defendants also seized many of her personal belongings that were being stored in her office because she was in the process of relocating from New York to Los Angeles. Her personal belongings, still withheld from her by defendants, include her children's photos, Christmas presents, art projects, her clothes, personal correspondence, personal files, letters, emails, books, antiques, personal laptop, tapes, art, scripts, speeches, contracts, financial records, divorce papers, creative works, her will, and so much more. Many of these items are irreplaceable.

102. Defendants' wrongful seizure has completely disrupted Regan's life. All of her most important documents were in boxes in her Los Angeles office. In fact, after she was terminated, Regan had to relocate back to New York and rebuild her life without any of her important papers and personal belongings.

103. Defendants were also obligated under Regan's employment agreement to return her names: Judith Regan, ReganBooks and ReganMedia. However, even though defendants have pretended to comply, Regan has been unable to reclaim ownership and control of these trade names.

Defendants Defame Regan By Claiming That She Made Anti-Semitic Comments

104. After firing Regan on a Friday night, defendants spent the weekend working the press to ensure that the next phase of their smear campaign would fall into place by Monday, before Regan could defend herself.

105. In that Sunday's L.A. TIMES (December 17, 2006), two unnamed senior executives at News Corp. attacked Regan's character and reputation by saying that she was fired because of

the “accumulation of her behavior” (i.e., the controversial Simpson project, followed by the “salacious” Mantle book, and a final “offensive” phone call with Jackson):

Senior executives at News Corp. said Saturday that although Regan was let go not because of the controversy over either the OJ Simpson project or another contentious book, a forthcoming fictional “reimagining” of Mickey Mantle’s life that had drawn advance criticism for its salacious content, both incidents contributed to her downfall at the company.

“It was an accumulation of her behavior”, said one of those [senior News Corp.] executives, who spoke on condition of anonymity because of the legal sensitivity of the issue.

The two News Corp. insiders said Regan was not held entirely responsible for the OJ embarrassment because the project had been signed off on by senior management. But they added that the double whammy of the OJ incident, closely followed by a wave of negative publicity about the Mantle book, scheduled for publication March 1, put her career at the company “on thin ice”, as one executive put it.

The last straw, however, came Friday afternoon, when Regan, working in her office in Los Angeles, blew up on the phone at a lawyer from HarperCollins in New York who had been helping the publisher handle problems with the Mantle book. Regan was dismissed for cause shortly after that phone call, according to a high-level source.³²

106. The most outrageous piece of defendants’ propaganda was disseminated in the December 18, 2006 edition of THE NEW YORK TIMES, in which defendants stated that the real reason Regan had been fired was because she had made anti-Semitic comments during a telephone conversation with Jackson.³³

107. This article, which quoted Jackson’s own statements, falsely and maliciously described the events that defendants said led to Regan’s firing:

“Rupert Murdoch personally ordered the dismissal of Judith Regan . . . after he heard reports of a heated conversation Ms. Regan had with a

³² Josh Getlin & Sallie Hofmeister, “Offensive Phone Call By Publisher Preceded Her Firing,” L.A. TIMES, Dec. 17, 2006.

³³ Julie Bosman & Richard Siklos, “Fired Editor’s Remarks Said to Have Provoked Murdoch,” THE N.Y. TIMES, Dec. 18, 2006.

company lawyer on Friday that included comments that were deemed anti-Semitic. . . .”

“Mark Jackson, a lawyer with HarperCollins, a division of the News Corporation that includes Ms. Regan’s imprint, reported the alleged comments from a phone conversation with Ms. Regan to Jane Friedman . . . [a]nd then Jane called Rupert and Rupert said he won’t tolerate that kind of behavior.”

“[Murdoch] authorized Ms. Friedman to dismiss her, saying that her slurs were the final straw after other recent episodes of what were deemed improper behavior . . .”

“The conversation with Mr. Jackson on Friday afternoon was described by sources as heated and confrontational, even for the famously forceful Ms. Regan. Ms. Regan’s alleged comments, which came in the midst of a tense conversation in which she berated Mr. Jackson, were directed at him and Ms. Friedman, who are Jewish, as well as toward other Jews, one of the sources said.”³⁴

108. Defendants made sure that their false accusations of anti-Semitic comments were disseminated globally by having a News Corp. representative (Andrew Butcher) speak to THE ASSOCIATED PRESS on December 18, 2006:

In an explosive telephone argument that led to her firing, publisher Judith Regan allegedly complained of a “Jewish cabal” against her in the book industry and stated that Jews “should know about ganging up, finding common enemies and telling the big lie.”

A spokesman for Regan’s former employer, Rupert Murdoch’s News Corp., told The Associated Press on Monday that the remarks were made during a conversation between Regan and HarperCollins attorney Mark Jackson, who took notes. At the time, the two were discussing the future of a controversial new novel about baseball star Mickey Mantle.

The spokesman, Andrew Butcher, released the comments

Butcher said that Regan and Jackson were discussing an upcoming Regan book, Peter Golenbock’s “7: The Mickey Mantle Novel”, in which the author, imagining he is Mantle, confesses in detail to a life of sexual exploits, including a tryst with Marilyn Monroe.

³⁴ Julie Bosman & Richard Siklos, “Fired Editor’s Remarks Said to Have Provoked Murdoch,” THE N.Y. TIMES, Dec. 18, 2006.

With Mantle's family and fans of the late Yankee enraged, Regan and Jackson of HarperCollins were discussing the timing and content of the planned March release, according to Butcher. Regan became frustrated by what she believed was HarperCollins' lack of support, and lashed out.

She complained that Jackson, HarperCollins CEO Jane Friedman, HarperCollins Executive Editor David Hirshey and longtime literary agent Esther Newberg were a "Jewish cabal", Butcher said.

Butcher said she pleaded with Jackson: "Of all people, Jews should know about ganging up, finding common enemies and telling the big lie."³⁵

109. The next day (December 19, 2006), defendants took the extraordinary step of releasing what purported to be Jackson's attorney notes of the December 15 conversation. As published in THE NEW YORK TIMES, Jackson falsely claimed in his notes that:

Ms. Regan said "literary agent Esther Newberg; HarperCollins' executive editor David Hirshey; HarperCollins' president Jane Friedman; and Jackson 'constitute a Jewish cabal against her.'"³⁶

According to THE NEW YORK TIMES, Jackson's notes were provided to the press by Gary Ginsberg, who is an executive vice president of News Corp.

110. As part of defendants' propaganda, News Corp.'s NEW YORK POST ran its own version of the story on December 19, 2006, which also falsely said that Regan "ranted" about a "Jewish cabal" weeks after the OJ fiasco:

Judith Regan, the controversial head of Regan Media who was axed last Friday, was said to have lashed out against a "Jewish cabal" in the publishing world that was conspiring against her.

The rant came when she and News Corp. attorney Mark Jackson were discussing her latest controversial book, a novel about Yankee great Mickey Mantle.

* * *

³⁵ Hillel Italie, "Publisher Allegedly Cited 'Jewish Cabal'," THE ASSOCIATED PRESS, Dec. 18, 2006.

³⁶ Sharon Waxman & Richard Siklos, "New Dispute Over Firing Of Publisher," THE N.Y. TIMES, Dec. 19, 2006.

The yet-to-be released Mantle book, fiction told in the first person, depicts the Yankee legend telling of his drinking, womanizing and of a one-night stand with Marilyn Monroe, the wife of his superstar teammate, Joe DiMaggio.

It comes only weeks after News Corp. Chairman Rupert Murdoch had canceled plans to publish Regan's "If I Did It" by O.J. Simpson and scrapped pre-publication, interview shows that were going to run on Fox TV with Regan and Simpson.

* * *

Andrew Butcher, a spokesman for News Corp., said that Jackson had taken careful notes during the conversation with Regan, in which she is said to have become angry over what she termed "non-support" by HarperCollins for the Mantle book.

She is said to have told Jackson that "Jews should know about ganging up and finding common enemies and telling the big lie."

She said the "Jewish cabal" included HarperCollins' CEO Jane Friedman, the firm's executive editor David Hirshey and Esther Newberg, a veteran literary agent at ICM.³⁷

111. Defendants' defamatory statements were disseminated in every major media outlet – on television, radio, the Internet and in print -- subjecting her to worldwide vilification and scorn. Some of the major newspapers include (among many others):

L.A. TIMES (Dec. 19, 2006): "Regan was fired after slur, News Corp. says"

HOUSTON CHRONICLE (Dec. 19, 2006): "Regan reportedly made anti-Semitic remarks"

THE CHICAGO TRIBUNE (Dec. 19, 2006): "Regan accused of anti-Semitic rant"

USA TODAY (Dec. 20, 2006): "Regan lost job at HarperCollins amid charges of anti-Semitism"

MIAMI HERALD (Dec. 20, 2006): "Did 'Jewish cabal remark doom Regan?'"

WINNIPEG FREE PRESS (Dec. 20, 2006): "Publisher 'over the line,' watchdog says."

SEATTLE TIMES (Dec. 19, 2006): "Regan's rant"

³⁷ Keith J. Kelly, "Regan Rant Blamed 'Cabal,'" Lawyer Says," N.Y. POST, Dec. 19, 2006.

INTERNATIONAL HERALD TRIBUNE (Dec. 19, 2006): “*Firing of Simpson book publisher is linked to anti-Semitic remarks*”

GLOBE AND MAIL (Dec. 20, 2006): “*Publisher condemned for ‘Jewish cabal’ comments*”

THE TORONTO STAR (Dec. 19, 2006): “*Firing tied to ‘Jewish cabal’ claim*”

FINANCIAL TIMES UK (Dec. 20, 2006): “*News Corp. row worsens after ‘anti-Semitic jibes’*”

AFX ASIA FOCUS & AP ASIA (Dec. 19, 2006): “*Publisher allegedly cited ‘Jewish cabal’*”

112. One day after defendants released Jackson’s “notes” (on December 19, 2006), the Anti-Defamation League issued its own harsh statement based on defendants’ lies:

“One can only wonder what motivated Judith Regan to make a Jewish issue out of her dispute with the News Corporation's HarperCollins.”

113. Defendants’ allegations that Regan was fired because she is an anti-Semite became even more outrageous and malicious when they knowingly manufactured a so-called previous anti-Semitic episode. In a December 21, 2006 article in THE NEW YORK TIMES, “two top executives at HarperCollins” falsely stated that Regan had been reprimanded for an earlier anti-Semitic incident:

Judith Regan, the publisher who was fired last week by HarperCollins in the wake of what executives called anti-Semitic remarks, was investigated and reprimanded three years ago for making an anti-Semitic remark at work, two top executives at HarperCollins have said.

According to the executives and another person involved in the incident, Ms. Regan was investigated in the spring of 2003 after an editor complained that she had boasted of removing the scrolls from her neighbors’ mezuzas and replacing them with torn pieces from dollar bills.

The two executives said the company’s investigation had corroborated the employee’s account and Ms. Regan was reprimanded at the time.

[T]he two HarperCollins executives said that many employee complaints had been filed against Ms. Regan, including the one that resulted in a reprimand.

In that incident, an editor at ReganBooks, an imprint of HarperCollins, said that in early May 2003 she was in Ms. Regan's office when the publisher made the remark that "she and her former husband would go around their apartment building, changing mezuzas with bits of dollar bills", according to an individual involved in the investigation, whose account was confirmed by the two executives.

The editor immediately reported the incident to Greg Giangrande, an executive in the human resources department, who started an inquiry that led to Ms. Regan's reprimand.

The incident was not the first time that the editor had complained about ethnic slurs made by her boss, Ms. Regan, the two executives at HarperCollins said. In addition, two former employees said they had received cash settlements as part of a negotiated deal to leave in the wake of their complaints against Ms. Regan. They and others questioned why HarperCollins had tolerated the publisher's behavior.³⁸

114. Defendants knew that these charges were false. As defendants were well aware, the "mezuzah story" had previously been fabricated by a former employee. In fact, the former employee had "lifted" the story from transcripts relating to Regan's divorce, in which it was alleged that her *ex-husband* (and *not* Regan) had bragged about the mezuzas. Regan showed the relevant pages from her divorce papers to HarperCollins' Human Resources Department at the time and the employee was immediately fired. In fact, defendants are still in possession of Regan's divorce files.

115. Defendants intentionally compounded the defamatory impact of Jackson's defamatory allegations of anti-Semitic comments when they were quoted in the December 23, 2006 edition of THE NEW YORK TIMES as follows:

A spokesman for the News Corporation, Andrew Butcher, said, "We stand by Mark Jackson's memory and his detailed notes."³⁹

³⁸ Sharon Waxman and Julie Bosman, "Previous Incident Reported Involving A Fired Publisher," THE N.Y. TIMES, Dec. 21, 2006.

³⁹ "Aide to Fired Editor Says Remark Wasn't Anti-Semitic," THE N.Y. TIMES, Dec. 23, 2006.

116. Then again, in the January 1, 2007 edition of THE NEW YORK TIMES, defendants maliciously harmed Regan’s reputation by stating:

“We’re very confident that what we said is not false”, said the company executive, who added that the News Corporation chairman, Rupert Murdoch, was taking an active interest in the matter.⁴⁰

117. Defendants have even used the NEW YORK POST to intimidate and threaten Regan in the months after her firing. For example, in the February 22, 2007 edition of the NEW YORK POST, Linda Stasi wrote about a long, graphic review of a “Law & Order” episode that involved a character based on Regan:

Friday night will mark the second time in as many years that a Judith-like “high-profile publisher” character is brutally murdered.

* * *

On Friday night’s episode, “Murder Book”, [Law & Order] kills off the Regan character again – but this time because of a book in which ex-athlete (Bobby Cannavale) postulates how he would have killed his ex-wife if he had killed his ex-wife, which of course he didn’t.

When the Regan-type is found slain with her blood and guts smeared around the hallway of her apartment building, there are many suspects. It’s a matter of eliminating everyone who could have wanted her dead. That of course means everyone who’s ever worked for her, slept with her or, well, basically ever known her.

* * *

Good stuff. Lots o’ fun – unless of course you are Judith Regan . . .⁴¹

118. In an article in the March 2007 issue of VANITY FAIR entitled “The Trouble With Judith”, written by Michael Wolff, a “senior News Corp. executive” repeats defendants’ false charges of a pattern of anti-Semitism:

⁴⁰ Sharon Waxman, “Murdoch vs. Regan: Hollywood Girds For Latest Boldface Battle Of Egos,” THE N.Y. TIMES, Jan. 1, 2007.

⁴¹ Linda Stasi, “If ‘L&O’ Did It - Latest Saga Starts With Dead Publisher,” N.Y. POST, Feb. 22, 2007.

“Sure, absolutely, no question, we’ve heard this all before, but there comes a tipping point”, says a senior News Corp. executive about the charge of anti-Semitism that finally got her fired”

119. Shortly after the publication of this defamatory article, Wolff disclosed that he had made a nearly seven figure deal to write Murdoch’s authorized biography with “unrivaled access to Rupert Murdoch himself, his business associates, and his family members.”⁴²

120. Contrary to defendants’ accusations, Regan did not refer to a “Jewish cabal” during her December 15, 2006 call with Mark Jackson, nor did she make any anti-Semitic statements.

121. A temporary secretary who was on the phone at the time of the December 15, 2006 call confirms that Regan did not refer to a “Jewish cabal”, and that Regan did not make any anti-Semitic remarks, as claimed by defendants.

HarperCollins’ Efforts to Undermine Regan

122. In addition to their smear campaign against Regan, defendants also engaged in a number of acts of commission and omission in order to undermine Regan. In fact, HarperCollins’ CEO Friedman was responsible for the instigation and encouragement of a hostile work environment, participated in supporting false and damaging stories about Regan, encouraged underlings to circulate such stories, and failed to perform her duty to investigate Regan’s complaints. As one ReganBooks author confirmed in the February 5, 2007 issue of NEW YORK MAGAZINE, Regan, “had water puddles in the office, mold, no A/C for a month in the summer, and in the winter it was so boiling hot you couldn’t think. . . . I was shocked, honestly. It was almost like they were mind-fucking her.”⁴³

⁴² www.randomhouse.biz/media/pdfs/MichaelWolffDowJones.pdf.

⁴³ Vanessa Grigoriadis, “The Judith Regan Story,” N.Y. MAGAZINE, Feb. 5, 2007.

123. Other efforts by HarperCollins (including the head of Human Resources at HarperCollins, Greg Giangrande) to undercut Regan included: (a) planting employees within ReganBooks to “keep an eye on Regan”, and to report back to the Human Resources department at HarperCollins; (b) disparaging Regan to prospective and new employees at ReganBooks, working to turn them against Regan, and then trying to get them to file complaints against her; (c) attempting to steal ReganBooks’ employees for other HarperCollins’ divisions after the employees were recruited and trained by Regan; (d) engaging people to assist Friedman in “leaking” confidential information (including leaked excerpts to newspapers from highly anticipated ReganBooks’ publications); (e) knowingly and covertly disseminating false statements to the media concerning Regan; (f) intentionally excluding Regan from meetings and conferences, including meetings attended by imprint division heads; (g) diminishing Regan’s value in conversations and actions with important ReganBooks authors; (h) failing to perform her duty as CEO to properly investigate the complaints Regan made; (i) failing to investigate the serious security breaches that resulted in (among other incidents) an extremely heavy lighting fixture falling out of the ceiling and shattering Regan’s desk; (j) failing to provide an appropriate level of resources and support given the high-level of production at ReganBooks; (k) encouraging a culture of gossip, back-stabbing, negative leaks and hostility inside and outside of the company; (l) failing to curtail the activities of HarperCollins insiders who would consistently leak information and make disparaging remarks; (m) offensive and disparaging comments made to Regan by defendants’ employees (including Friedman); (n) failing to obtain, or “losing”, the obligatory signed confidentiality agreements of ReganBooks employees; and (o) making disparaging remarks about ReganBooks authors that she disliked and disapproved of including Tom Perkins, Dick Morris and Senator Trent Lott.

124. Regan repeatedly complained to Mark Jackson (in-house lawyer) about HarperCollins' conduct to no avail.

News Corp.'s Double Standard for Men and Women

125. Even if Regan had been solely responsible for "controversial" projects (such as OJ Simpson and Mickey Mantle), the fact that she would be fired and smeared as a result is clear evidence of News Corp.'s double standard and discrimination against women. In fact, News Corp. does not have a single woman on its Board of Directors.

126. These are numerous reports of shocking and offensive behavior engaged in by high-ranking men at News Corp. These include Bill O'Reilly (who reportedly paid millions of dollars to resolve a sexual harassment suit brought by a female producer at Fox News, and who was recently accused of making racist and hateful comments when he discussed a trip with Rev. Al Sharpton to a restaurant in Harlem),⁴⁴ Col Allan (who reportedly received sexual favors from strippers at Manhattan topless bar Scores, which in turn received much favorable coverage in the NEW YORK POST, and who reportedly tries to intimidate employees by urinating in his office washbasin during editorial meetings),⁴⁵ and Joe Chillemi (Fox News vice president who was recently sued by the EEOC for sexual discrimination and harassment).⁴⁶ The fact that News Corp. fully supports these individuals, but fires and smears Regan, clearly demonstrates defendants' sexism.

127. Under Jane Friedman's direction, there is also a pattern within HarperCollins of firing high-level women in order to surround herself with men. Within this discriminatory environment, it is no surprise that Regan's success was attributed to nothing more than her

⁴⁴ Manny Fernandez & John Eligon, "O'Reilly Eats In Harlem, Talks About It, Then Hears About It," THE N.Y. TIMES, Sept. 27, 2007.

⁴⁵ Corky Siemaszko, "For Sale: Page Six. New Bombshell Allegations Rock Scandal-Scarred Gossip Column," N.Y. DAILY NEWS, May 19, 2007.

“golden vagina”, and that when Regan repeatedly complained about this sexist and insulting remark, nothing was ever done.

The Aftermath of Regan’s Firing: The OJ Book Becomes a #1 Bestseller

128. Months after Regan was publicly ousted from her position at HarperCollins and humiliated in the press, defendants tacitly acknowledged the actionable nature of their conduct, including their false and injurious accusations of anti-Semitic comments. For example, in an interview at “Media Summit New York” on February 8, 2007, held at McGraw-Hill’s New York headquarters, Rupert Murdoch (News Corp.’s CEO) said that Regan was terminated because she was not a “team player” – which is clearly not sufficient cause for terminating her contract.⁴⁷

129. Murdoch also admitted during the interview that he told Regan the Simpson book was “all right” with him, and that he had “given them the green light at the earliest [moment].” Murdoch then acknowledged that the Simpson controversy was “[his] fault.”⁴⁸

130. However, Murdoch stated during this interview that Regan’s time at HarperCollins was “sort of downhill” after “some very good bestsellers . . . to start with.” This is incorrect. In fact, Regan has been profitable every year and has had numerous national bestsellers this year alone, including seven books on THE NEW YORK TIMES Bestseller List: *Save Me from Myself*, by Brian “Head” Welch; *21 Pounds in 21 Days*, by Roni Deluz and James Hester; *A Lifetime of Secrets*, by Frank Warren; *Breaking Back*, by James Blake; *Outrage*, by Dick Morris and Eileen McGann; *Wicked*, by Gregory Maguire; and *The Game*, by Neil Strauss. Again, upon information and belief, Murdoch was ill-informed and ill-advised by Jane Friedman regarding Regan’s success.

⁴⁶ *EEOC v. Fox News Network, LLC*, No. 05-9419 (S.D.N.Y.) Complaint.

⁴⁷ “Rupert Murdoch Interview Transcript,” Media Summit New York 2007, BUSINESS WEEK, May 1, 2007.

⁴⁸ “Rupert Murdoch Interview Transcript,” Media Summit New York 2007, BUSINESS WEEK, May 1, 2007.

131. Regan's original instincts regarding the commercial viability of the Simpson confession has also proved to be correct. Moreover, the Goldman family, who initially attacked the book, now admit – having read it – that it constitutes a true confession. In fact, they have now published the Simpson book themselves and have stated “now readers will have a chance to read his version of how and why he stabbed Ron and Nicole to death on June 12, 1994.”

132. The OJ Simpson book (a national bestseller) would have been Regan's eighth NEW YORK TIMES bestseller of 2007.

JURISDICTION AND VENUE

133. Jurisdiction and venue are proper pursuant to CPLR 301 and 503 because Regan is a resident of the City, County and State of New York, where defendants HarperCollins and News Corp. transact business and maintain their principal offices.

CAUSES OF ACTION

FIRST CAUSE OF ACTION

(Civil Conspiracy to Commit Defamation Against Defendants HarperCollins, News Corp. and Jane Friedman)

134. Plaintiff repeats and realleges paragraphs 1 through 133 as if fully set forth herein.

135. Defendants HarperCollins, News Corp. and Jane Friedman entered into an agreement to unlawfully harm Regan by willfully, systematically and maliciously defaming Regan.

136. Defendants HarperCollins, News Corp. and Jane Friedman committed one or more overt acts pursuant to and in furtherance of their conspiracy to unlawfully harm and defame Regan, by concocting and orchestrating a smear campaign against Regan.

137. The defamatory statements alleged in Causes of Action 2 through 16 below are specifically incorporated herein by reference and made a part thereof.

138. Defendants were motivated solely by hatred and ill will and maliciously published the statements with intent to harm.

139. Defendants are not only liable for their own intentional conduct, but are also vicariously liable for the tortious acts of their employees or agents.

140. As a result of the conduct described above, Regan has suffered (and continues to suffer) damages, including injury to her name, reputation and financial interests.

141. By reason of the foregoing, Regan demands an award of compensatory damages in an amount to be determined at trial, but not less than \$100 million.

142. Because of the willful, wanton and intentional nature of defendants' conduct, Regan also demands an award of punitive damages in an amount to be determined at trial.

SECOND CAUSE OF ACTION
(Defamation *Per Se* Against Defendants News Corp., HarperCollins and Friedman:
December 4, 2006 NEWSWEEK Article)

143. Plaintiff repeats and realleges paragraphs 1 through 133 as if fully set forth herein.

144. Defendants News Corp., HarperCollins and Friedman, directly or through a spokesperson, employee or agent (i.e., "one person close to Friedman" and "News Corp. insiders"), published or caused to be published, in words or in substance, the following false and defamatory statements concerning Regan to NEWSWEEK on or about December 4, 2006:

"In Rupert Murdoch's global media empire, few hired hands have operated with the same level of autonomy as Judith Regan, the bad girl of publishing behind the O.J. Simpson "confession" book scandal. Apparently her freedom exceeded even that of Murdoch's son and onetime News Corp. heir apparent, Lachlan, who quit as a top exec last year in part because of his father's meddling. Although her ReganBooks imprint is part of Murdoch's HarperCollins publishing arm, Regan only had to present a general concept of the Simpson book to HarperCollins CEO Jane Friedman to get the budget approved for the project, according to one person close to Friedman who doesn't want to be identified because he's not authorized to speak for the company."

“Her projects will come under intense scrutiny, and the loose ‘organizational structure’ under which she operated will likely change.”

145. Defendants’ statements are defamatory *per se* because they injure Regan’s professional name and reputation by stating or implying that she is deceitful, unethical and without integrity.

146. Defendants published the false and defamatory statements with actual malice because they either knew the statements were false or published them with a reckless disregard for their truth or falsity.

147. Defendants were motivated solely by hatred and ill will and maliciously published the statements with intent to harm.

148. Defendants intended and knew that their publication of the defamatory statements described above would be widely reported around the world, thereby causing additional harm to Regan with each republication.

149. Defendants are not only liable for their own intentional conduct, but are also vicariously liable for the tortious acts of their employees or agents.

150. As a result of the defamatory statements described above, Regan has suffered (and continues to suffer) damages, including injury to her name, reputation and financial interests.

151. By reason of the foregoing, Regan demands an award of compensatory damages in an amount to be determined at trial, but not less than \$100 million.

152. Because of the willful, wanton and intentional nature of defendants’ conduct, Regan also demands an award of punitive damages in an amount to be determined at trial.

THIRD CAUSE OF ACTION
(Defamation *Per Se* Against Defendants HarperCollins and Friedman:
December 11, 2006 PUBLISHER’S WEEKLY Article)

153. Plaintiff repeats and realleges paragraphs 1 through 133 as if fully set forth herein.

154. Defendants HarperCollins and Friedman, directly or through a spokesperson, employee or agent, published or caused to be published, in words or in substance, the following false and defamatory statements concerning Regan to PUBLISHER'S WEEKLY on or about December 11, 2006:

“This year Jane Friedman led her company into the heart of China, India and the Internet revolution -- and through the OJ scandal -- all the while exhibiting the grace and enthusiasm for which she is known.”

“And when the situation called for it, this very public face of HarperCollins managed to do something that goes against her nature -- lay low. By refusing to get drawn into the public outcry over Judith Regan's decision to publish O.J. Simpson's quasi-confessional, Friedman managed to distance the company from the book without openly confronting one of her publishers.”

“Of course, Friedman also saw the dark side of synergy this year, when Fox scheduled a two-hour special in which Judith Regan would interview O.J. Simpson to launch his confessional book. While Friedman admits that the period between the deal being made public and News Corp. canceling it was the worst week of her career, she said it hasn't shaken her faith in the value of synergy.”

155. Defendants' statements are defamatory *per se* because they injure Regan's professional name and reputation by stating or implying that she is deceitful, unethical and without integrity.

156. Defendants published the false and defamatory statements with actual malice because they either knew the statements were false or published them with a reckless disregard for their truth or falsity.

157. Defendants were motivated solely by hatred and ill will and maliciously published the statements with intent to harm.

158. Defendants intended and knew that their publication of the defamatory statements described above would be widely reported around the world, thereby causing additional harm to Regan with each republication.

159. Defendants are not only liable for their own intentional conduct, but are also vicariously liable for the tortious acts of their employees or agents.

160. As a result of the defamatory statements described above, Regan has suffered (and continues to suffer) damages, including injury to her name, reputation and financial interests.

161. By reason of the foregoing, Regan demands an award of compensatory damages in an amount to be determined at trial, but not less than \$100 million.

162. Because of the willful, wanton and intentional nature of defendants' conduct, Regan also demands an award of punitive damages in an amount to be determined at trial.

FOURTH CAUSE OF ACTION
(Defamation *Per Se* Against Defendants HarperCollins and Friedman:
December 13, 2006 PUBLISHER'S WEEKLY Article)

163. Plaintiff repeats and realleges paragraphs 1 through 133 as if fully set forth herein.

164. Defendants HarperCollins and Friedman, directly or through a spokesperson, employee or agent (i.e., "two media insiders who have read the galley"), published or caused to be published, in words or in substance, the following false and defamatory statements concerning Regan to PUBLISHER'S WEEKLY on or about December 13, 2006:

"Judith Regan is at it again. Fresh off the controversy of the canceled *If I Did It* by OJ Simpson, Regan Books is planning to publish yet another title featuring an American sports icon - and again the public might not stand for it. 7: *The Mickey Mantle Novel*, described by its author, Peter Golenbock, as an 'inventive memoir' and by others who have seen the galley as something tantamount to pornography, is likely to evoke charges of bad taste and questionable ethics when it is published in March in a 60,000-copy first printing. It may even occasion claims of libel, according to publishing lawyers."

"Two media insiders who had read the galley, each of who asked not to be identified by name, used words like 'porn,' 'debased,' 'exploitative' and 'vile' to describe the book's contents."

165. Defendants' statements are defamatory *per se* because they injure Regan's professional name and reputation by stating or implying that she is deceitful, unethical and without integrity.

166. Defendants published the false and defamatory statements with actual malice because they either knew the statements were false or published them with a reckless disregard for their truth or falsity.

167. Defendants were motivated solely by hatred and ill will and maliciously published the statements with intent to harm.

168. Defendants intended and knew that their publication of the defamatory statements described above would be widely reported around the world, thereby causing additional harm to Regan with each republication.

169. Defendants are not only liable for their own intentional conduct, but are also vicariously liable for the tortious acts of their employees or agents.

170. As a result of the defamatory statements described above, Regan has suffered (and continues to suffer) damages, including injury to her name, reputation and financial interests.

171. By reason of the foregoing, Regan demands an award of compensatory damages in an amount to be determined at trial, but not less than \$100 million.

172. Because of the willful, wanton and intentional nature of defendants' conduct, Regan also demands an award of punitive damages in an amount to be determined at trial.

FIFTH CAUSE OF ACTION
(Defamation *Per Se* Against Defendants HarperCollins and Friedman:
December 15, 2006 HarperCollins Press Release)

173. Plaintiff repeats and realleges paragraphs 1 through 133 as if fully set forth herein.

174. Defendants HarperCollins and Friedman, directly or through a spokesperson, employee or agent, published or caused to be published, in words or in substance, the following

false and defamatory statements concerning Regan in a company press release on or about December 15, 2006:

“HARPERCOLLINS TERMINATES JUDITH REGAN”

“New York, NY (December 15, 2006) - Jane Friedman, President and CEO of HarperCollins Worldwide, today announced that Judith Regan's employment with HarperCollins has been terminated effective immediately.”

175. Defendants' statements are defamatory *per se* because they injure Regan's professional name and reputation by implying that there was cause for her termination.

176. Defendants published the false and defamatory statements with actual malice because they either knew the statements were false or published them with a reckless disregard for their truth or falsity.

177. Defendants were motivated solely by hatred and ill will and maliciously published the statements with intent to harm.

178. Defendants intended and knew that their publication of the defamatory statements described above would be widely reported around the world, thereby causing additional harm to Regan with each republication.

179. Defendants are not only liable for their own intentional conduct, but are also vicariously liable for the tortious acts of their employees or agents.

180. As a result of the defamatory statements described above, Regan has suffered (and continues to suffer) damages, including injury to her name, reputation and financial interests.

181. By reason of the foregoing, Regan demands an award of compensatory damages in an amount to be determined at trial, but not less than \$100 million.

182. Because of the willful, wanton and intentional nature of defendants' conduct, Regan also demands an award of punitive damages in an amount to be determined at trial.

SIXTH CAUSE OF ACTION
(Defamation *Per Se* Against Defendant News Corp.:
December 17, 2006 L.A. TIMES Article)

183. Plaintiff repeats and realleges paragraphs 1 through 133 as if fully set forth herein.

184. Defendant News Corp., directly or through a spokesperson, employee or agent (i.e., “senior News Corp. executives” and “two News Corp. insiders”), published or caused to be published, in words or in substance, the following false and defamatory statements concerning Regan to the L.A. TIMES on or about December 17, 2006:

“Senior executives at News Corp. said Saturday that although Regan was let go not because of the controversy over either the O.J. Simpson project or another contentious book, a forthcoming fictional ‘reimagining’ of Mickey Mantle’s life that had drawn advance criticism for its salacious content, both incidents contributed to her downfall at the company.”

“It was an accumulation of her behavior, said one of those [senior News Corp.] executives, who spoke on condition of anonymity because of the legal sensitivity of the issue.”

“The two News Corp. insiders said Regan was not held entirely responsible for the OJ embarrassment because the project had been signed off on by senior management. But they added that the double whammy of the OJ incident, closely followed by a wave of negative publicity about the Mantle book, scheduled for publication March 1, put her career at the company ‘on thin ice’, as one executive put it.”

“The last straw, however, came Friday afternoon, when Regan, working in her office in Los Angeles, blew up on the phone at a lawyer from HarperCollins in New York who had been helping the publisher handle problems with the Mantle book. Regan was dismissed for cause shortly after that phone call, according to a high-level source.”

185. Defendant’s statements are defamatory *per se* because they injure Regan’s professional name and reputation by stating that there was cause for her termination, and by implying that she is deceitful, unethical and without integrity.

186. Defendant published the false and defamatory statements with actual malice because it either knew the statements were false or published them with a reckless disregard for their truth or falsity.

187. Defendant was motivated solely by hatred and ill will and maliciously published the statements with intent to harm.

188. Defendant intended and knew that its publication of the defamatory statements described above would be widely reported around the world, thereby causing additional harm to Regan with each republication.

189. Defendant is not only liable for its own intentional conduct, but is also vicariously liable for the tortious acts of its employees or agents.

190. As a result of the defamatory statements described above, Regan has suffered (and continues to suffer) damages, including injury to her name, reputation and financial interests.

191. By reason of the foregoing, Regan demands an award of compensatory damages in an amount to be determined at trial, but not less than \$100 million.

192. Because of the willful, wanton and intentional nature of defendant's conduct, Regan also demands an award of punitive damages in an amount to be determined at trial.

SEVENTH CAUSE OF ACTION
(Defamation *Per Se* Against Defendants News Corp., HarperCollins and Friedman:
December 18, 2006 NEW YORK TIMES Article)

193. Plaintiff repeats and realleges paragraphs 1 through 133 as if fully set forth herein.

194. Defendants News Corp., HarperCollins and Friedman, directly or through a spokesperson, employee or agent (i.e., "two people familiar with the News Corporation's account of the firing"), published or caused to be published, in words or in substance, the following false and defamatory statements concerning Regan to THE NEW YORK TIMES on or about December 18, 2006:

“Rupert Murdoch personally ordered the dismissal of Judith Regan . . . after he heard reports of a heated conversation Ms. Regan had with a company lawyer on Friday that included comments that were deemed anti-Semitic”.

“Mark Jackson, a lawyer with HarperCollins, a division of the News Corporation that includes Ms. Regan’s imprint, reported the alleged comments from a phone conversation with Ms. Regan to Jane Friedman . . . [a]nd then Jane called Rupert and Rupert said he won’t tolerate that kind of behavior.”

Murdoch “authorized Ms. Friedman to dismiss her, saying that her slurs were the final straw after other recent episodes of what were deemed improper behavior. . .”

“The conversation with Mr. Jackson on Friday afternoon was described by sources as heated and confrontational, even for the famously forceful Ms. Regan. Ms. Regan’s alleged comments, which came in the midst of a tense conversation in which she berated Mr. Jackson, were directed at him and Ms. Friedman, who are Jewish, as well as toward other Jews. . .”

195. Defendants’ statements are defamatory *per se* because they injure Regan’s professional name and reputation by charging her with making anti-Semitic comments, by implying that there was cause for her termination, and by implying that she is deceitful, unethical and without integrity.

196. Defendants published the false and defamatory statements with actual malice because they either knew the statements were false or published them with a reckless disregard for their truth or falsity.

197. Defendants were motivated solely by hatred and ill will and maliciously published the statements with intent to harm.

198. Defendants intended and knew that their publication of the defamatory statements described above would be widely reported around the world, thereby causing additional harm to Regan with each republication.

199. Defendants are not only liable for their own intentional conduct, but are also vicariously liable for the tortious acts of their employees or agents.

200. As a result of the defamatory statements described above, Regan has suffered (and continues to suffer) damages, including injury to her name, reputation and financial interests.

201. By reason of the foregoing, Regan demands an award of compensatory damages in an amount to be determined at trial, but not less than \$100 million.

202. Because of the willful, wanton and intentional nature of defendants' conduct, Regan also demands an award of punitive damages in an amount to be determined at trial.

EIGHTH CAUSE OF ACTION
(Defamation *Per Se* Against Defendants News Corp. and HarperCollins:
December 18, 2006 ASSOCIATED PRESS Article)

203. Plaintiff repeats and realleges paragraphs 1 through 133 as if fully set forth herein.

204. Defendants News Corp. and HarperCollins, directly or through a spokesperson, employee or agent (i.e., News Corp. spokesman Andrew Butcher and HarperCollins in-house lawyer Mark Jackson), published or caused to be published, in words or in substance, the following statements concerning Regan to THE ASSOCIATED PRESS on or about December 18, 2006:

“In an explosive telephone argument that led to her firing, publisher Judith Regan allegedly complained of a ‘Jewish cabal’ against her in the book industry.”

“She complained that Jackson, HarperCollins CEO Jane Friedman, HarperCollins Executive Editor David Hirshey and longtime literary agent Ester Newberg were a ‘Jewish cabal,’ Butcher (News Corp. spokesman) said.”

205. Defendants' statements are defamatory *per se* because they injure Regan's professional name and reputation by charging her with making anti-Semitic comments, by

implying that there was cause for her termination, and by implying that she is deceitful, unethical and without integrity.

206. Defendants published the false and defamatory statements with actual malice because they either knew the statements were false or published them with a reckless disregard for their truth or falsity.

207. Defendants were motivated solely by hatred and ill will and maliciously published the statements with intent to harm.

208. Defendants intended and knew that their publication of the defamatory statements described above would be widely reported around the world, thereby causing additional harm to Regan with each republication.

209. Defendants are not only liable for their own intentional conduct, but are also vicariously liable for the tortious acts of their employees or agents.

210. As a result of the defamatory statements described above, Regan has suffered (and continues to suffer) damages, including injury to her name, reputation and financial interests.

211. By reason of the foregoing, Regan demands an award of compensatory damages in an amount to be determined at trial, but not less than \$100 million.

212. Because of the willful, wanton and intentional nature of defendants' conduct, Regan also demands an award of punitive damages in an amount to be determined at trial.

NINTH CAUSE OF ACTION
(Defamation *Per Se* Against Defendants News Corp. and HarperCollins:
December 19, 2006 NEW YORK TIMES Article)

213. Plaintiff repeats and realleges paragraphs 1 through 133 as if fully set forth herein.

214. Defendants News Corp. and HarperCollins, directly or through a spokesperson, employee or agent (i.e., News Corp. Executive Vice President Gary Ginsberg and HarperCollins in-house lawyer Mark Jackson), published or caused to be published, in words or in substance,

the following false and defamatory statement concerning Regan to THE NEW YORK TIMES on or about December 19, 2006:

“Ms. Regan . . . said ‘literary agent Esther Newberg; HarperCollins’ executive editor David Hirshey; HarperCollins president Jane Friedman and Jackson ‘constitute a Jewish cabal against her.’”

215. Defendants’ statements are defamatory *per se* because they injure Regan’s professional name and reputation by charging her with making anti-Semitic comments, by implying that there was cause for her termination, and by implying that she is deceitful, unethical and without integrity.

216. Defendants published the false and defamatory statements with actual malice because they either knew the statements were false or published them with a reckless disregard for their truth or falsity.

217. Defendants were motivated solely by hatred and ill will and maliciously published the statements with intent to harm.

218. Defendants intended and knew that their publication of the defamatory statements described above would be widely reported around the world, thereby causing additional harm to Regan with each republication.

219. Defendants are not only liable for their own intentional conduct, but are also vicariously liable for the tortious acts of their employees or agents.

220. As a result of the defamatory statements described above, Regan has suffered (and continues to suffer) damages, including injury to her name, reputation and financial interests.

221. By reason of the foregoing, Regan demands an award of compensatory damages in an amount to be determined at trial, but not less than \$100 million.

222. Because of the willful, wanton and intentional nature of defendants’ conduct, Regan also demands an award of punitive damages in an amount to be determined at trial.

TENTH CAUSE OF ACTION
(Defamation *Per Se* Against Defendants HarperCollins and News Corp.:
December 19, 2006 NEW YORK POST Article)

223. Plaintiff repeats and realleges paragraphs 1 through 133 as if fully set forth herein.

224. Defendants HarperCollins and News Corp., directly or through a spokesperson, employee or agent (i.e., News Corp. spokesman Andrew Butcher and HarperCollins in-house lawyer Mark Jackson), published or caused to be published, in words or in substance, the following false and defamatory statement concerning Regan to the NEW YORK POST on or about December 19, 2006:

“Judith Regan, the controversial head of Regan Media who was axed last Friday, was said to have lashed out against a ‘Jewish cabal’ in the publishing world that was conspiring against her.”

225. Defendants’ statements are defamatory *per se* because they injure Regan’s professional name and reputation by charging her with making anti-Semitic comments, by implying that there was cause for her termination, and by implying that she is deceitful, unethical and without integrity.

226. Defendants published the false and defamatory statement with actual malice because they either knew the statement was false or published it with a reckless disregard for its truth or falsity.

227. Defendants were motivated solely by hatred and ill will and maliciously published the statements with intent to harm.

228. Defendants intended and knew that their publication of the defamatory statements described above would be widely reported around the world, thereby causing additional harm to Regan with each republication.

229. Defendants are not only liable for their own intentional conduct, but are also vicariously liable for the tortious acts of their employees or agents.

230. As a result of the defamatory statements described above, Regan has suffered (and continues to suffer) damages, including injury to her name, reputation and financial interests.

231. By reason of the foregoing, Regan demands an award of compensatory damages in an amount to be determined at trial, but not less than \$100 million.

232. Because of the willful, wanton and intentional nature of defendants' conduct, Regan also demands an award of punitive damages in an amount to be determined at trial.

ELEVENTH CAUSE OF ACTION
(Defamation *Per Se* Against Defendants News Corp. and HarperCollins:
December 21, 2006 NEW YORK TIMES Article)

233. Plaintiff repeats and realleges paragraphs 1 through 133 as if fully set forth herein.

234. Defendants News Corp. and HarperCollins, directly or through a spokesperson, employee or agent (i.e., "two top executives at HarperCollins" and "an individual involved in the investigation"), published or caused to be published, in words or in substance, the following statements concerning Regan to THE NEW YORK TIMES on or about December 21, 2006:

"Judith Regan, the publisher who was fired last week by HarperCollins in the wake of what executives called anti-Semitic remarks, was investigated and reprimanded three years ago for making an anti-Semitic remark at work, two top executives at HarperCollins have said."

"According to the executives and another person involved in the incident, Ms. Regan was investigated in the spring of 2003 after an editor complained that she had boasted of removing the scrolls from her neighbors' mezuzas and replacing them with torn pieces from dollar bills."

"The two executives said the company's investigation had corroborated the [editor's] account and Ms. Regan was reprimanded at the time."

"[T]he two HarperCollins executives said that many employee complaints had been filed against Ms. Regan, including the one that resulted in a reprimand."

"In that incident, an editor at ReganBooks, an imprint of HarperCollins, said that in early May 2003 she was in Ms. Regan's office when the publisher made the remark that 'she and her former husband would go around their apartment building, changing mezuzas with bits of dollar

bills,' according to an individual involved in the investigation, whose account was confirmed by the two executives.”

“The editor immediately reported the incident to Greg Giangrande, an executive in the human resources department, who started an inquiry that led to Ms. Regan’s reprimand.”

“The incident was not the first time that the editor had complained about ethnic slurs made by her boss, Ms. Regan, the two executives at HarperCollins said. In addition, two former employees said they had received cash settlements as part of a negotiated deal to leave in the wake of their complaints against Ms. Regan. They and others questioned why HarperCollins had tolerated the publisher’s behavior.”

235. Defendants’ statements are defamatory *per se* because they injure Regan’s professional name and reputation by charging her with making anti-Semitic comments, by implying that there was cause for her termination, and by implying that she is deceitful, unethical and without integrity.

236. Defendants published the false and defamatory statements with actual malice because they either knew the statements were false or published them with a reckless disregard for their truth or falsity.

237. Defendants were motivated solely by hatred and ill will and maliciously published the statements with intent to harm.

238. Defendants intended and knew that their publication of the defamatory statements described above would be widely reported around the world, thereby causing additional harm to Regan with each republication.

239. Defendants are not only liable for their own intentional conduct, but are also vicariously liable for the tortious acts of their employees or agents.

240. As a result of the defamatory statements described above, Regan has suffered (and continues to suffer) damages, including injury to her name, reputation and financial interests.

241. By reason of the foregoing, Regan demands an award of compensatory damages in an amount to be determined at trial, but not less than \$100 million.

242. Because of the willful, wanton and intentional nature of defendants' conduct, Regan also demands an award of punitive damages in an amount to be determined at trial.

TWELFTH CAUSE OF ACTION
(Defamation *Per Se* Against Defendants HarperCollins and News Corp.:
December 23, 2006 NEW YORK TIMES Article)

243. Plaintiff repeats and realleges paragraphs 1 through 133 as if fully set forth herein.

244. Defendants HarperCollins and News Corp., directly or through a spokesperson, employee or agent (i.e., News Corp. spokesman Andrew Butcher and HarperCollins in-house lawyer Mark Jackson), published or caused to be published, in words or in substance, the following false and defamatory statement concerning Regan to THE NEW YORK TIMES on or about December 23, 2006:

“We stand by Mark Jackson’s memory and his detailed notes.”

245. Defendants’ statements are defamatory *per se* because they injure Regan’s professional name and reputation by charging her with making anti-Semitic comments, by implying that there was cause for her termination, and by implying that she is deceitful, unethical and without integrity.

246. Defendants published the false and defamatory statement with actual malice because they either knew the statement was false or published it with a reckless disregard for its truth or falsity.

247. Defendants were motivated solely by hatred and ill will and maliciously published the statements with intent to harm.

248. Defendants intended and knew that their publication of the defamatory statements described above would be widely reported around the world, thereby causing additional harm to Regan with each republication.

249. Defendants are not only liable for their own intentional conduct, but are also vicariously liable for the tortious acts of their employees or agents.

250. As a result of the defamatory statements described above, Regan has suffered (and continues to suffer) damages, including injury to her name, reputation and financial interests.

251. By reason of the foregoing, Regan demands an award of compensatory damages in an amount to be determined at trial, but not less than \$100 million.

252. Because of the willful, wanton and intentional nature of defendants' conduct, Regan also demands an award of punitive damages in an amount to be determined at trial.

THIRTEENTH CAUSE OF ACTION
(Defamation *Per Se* Against Defendants HarperCollins and News Corp.:
January 1, 2007 NEW YORK TIMES Article)

253. Plaintiff repeats and realleges paragraphs 1 through 133 as if fully set forth herein.

254. Defendants HarperCollins and News Corp., directly or through a spokesperson, employee or agent (i.e., a News Corp. "executive" and HarperCollins in-house lawyer Mark Jackson), published or caused to be published, in words or in substance, the following false and defamatory statement concerning Regan to THE NEW YORK TIMES on or about January 1, 2007:

"We're very confident that what we said is not false."

255. Defendants' statements are defamatory *per se* because they injure Regan's professional name and reputation by charging her with making anti-Semitic comments, by implying that there was cause for her termination, and by implying that she is deceitful, unethical and without integrity.

256. Defendants published the false and defamatory statement with actual malice because they either knew the statement was false or published it with a reckless disregard for its truth or falsity.

257. Defendants were motivated solely by hatred and ill will and maliciously published the statements with intent to harm.

258. Defendants intended and knew that their publication of the defamatory statements described above would be widely reported around the world, thereby causing additional harm to Regan with each republication.

259. Defendants are not only liable for their own intentional conduct, but are also vicariously liable for the tortious acts of their employees or agents.

260. As a result of the defamatory statements described above, Regan has suffered (and continues to suffer) damages, including injury to her name, reputation and financial interests.

261. By reason of the foregoing, Regan demands an award of compensatory damages in an amount to be determined at trial, but not less than \$100 million.

262. Because of the willful, wanton and intentional nature of defendants' conduct, Regan also demands an award of punitive damages in an amount to be determined at trial.

FOURTEENTH CAUSE OF ACTION
(Defamation *Per Se* Against Defendants HarperCollins and News Corp.:
March 2007 VANITY FAIR Article)

263. Plaintiff repeats and realleges paragraphs 1 through 133 as if fully set forth herein.

264. Defendants HarperCollins and News Corp., directly or through a spokesperson, employee or agent (i.e., a "senior News Corp. executive"), published or caused to be published, in words or in substance, the following false and defamatory statement concerning Regan to VANITY FAIR in or about March, 2007:

“Sure, absolutely, no question, we’ve heard this all before, but there comes a tipping point.”

265. Defendants’ statements are defamatory *per se* because they injure Regan’s professional name and reputation by charging her with making anti-Semitic comments, by implying that there was cause for her termination, and by implying that she is deceitful, unethical and without integrity.

266. Defendants published the false and defamatory statement with actual malice because they either knew the statement was false or published it with a reckless disregard for its truth or falsity.

267. Defendants were motivated solely by hatred and ill will and maliciously published the statements with intent to harm.

268. Defendants intended and knew that their publication of the defamatory statements described above would be widely reported around the world, thereby causing additional harm to Regan with each republication.

269. Defendants are not only liable for their own intentional conduct, but are also vicariously liable for the tortious acts of their employees or agents.

270. As a result of the defamatory statements described above, Regan has suffered (and continues to suffer) damages, including injury to her name, reputation and financial interests.

271. By reason of the foregoing, Regan demands an award of compensatory damages in an amount to be determined at trial, but not less than \$100 million.

272. Because of the willful, wanton and intentional nature of defendants’ conduct, Regan also demands an award of punitive damages in an amount to be determined at trial.

FIFTEENTH CAUSE OF ACTION
(Defamation *Per Se* Against Defendants HarperCollins and News Corp.)

273. Plaintiff repeats and realleges paragraphs 1 through 133 as if fully set forth herein.

274. Defendants HarperCollins and News Corp., directly or through a spokesperson, employee or agent (i.e., HarperCollins in-house lawyer Mark Jackson), published or caused to be published, in words or in substance, the following false and defamatory statement concerning Regan:

Ms. Regan had complained of a “Jewish cabal” against her.

275. Defendants’ statements are defamatory *per se* because they injure Regan’s professional name and reputation by charging her with making anti-Semitic comments, by implying that there was cause for her termination, and by implying that she is deceitful, unethical and without integrity.

276. As alleged above, defendants published the false and defamatory statement in THE NEW YORK TIMES and elsewhere, with actual malice because they either knew the statement was false or published it with a reckless disregard for its truth or falsity.

277. Defendants were motivated solely by hatred and ill will and maliciously published the statements with intent to harm.

278. Defendants intended and knew that their publication of the defamatory statements described above would be widely reported around the world, thereby causing additional harm to Regan with each republication.

279. Defendants are not only liable for their own intentional conduct, but are also vicariously liable for the tortious acts of their employees or agents.

280. As a result of the defamatory statements described above, Regan has suffered (and continues to suffer) damages, including injury to her name, reputation and financial interests.

281. By reason of the foregoing, Regan demands an award of compensatory damages in an amount to be determined at trial, but not less than \$100 million.

282. Because of the willful, wanton and intentional nature of defendants' conduct, Regan also demands an award of punitive damages in an amount to be determined at trial.

SIXTEENTH CAUSE OF ACTION
(Defamation *Per Se*, Compelled Self-Publication Defamation, Against Defendants
HarperCollins, News Corp. and Friedman)

283. Plaintiff repeats and realleges paragraphs 1 through 133 as if fully set forth herein.

284. Defendants published, or caused to be published, false and defamatory statements concerning Regan and the basis for her termination.

285. Defendants also falsely stated that Regan was terminated as a result of allegedly making anti-Semitic comments.

286. As a result of defendants' defamatory statements, Regan has been, and will continue to be, forced to defame herself, as she is required to repeat to third parties (including potential employers), defendants' false and defamatory allegations regarding Regan's making of anti-Semitic comments.

287. If asked to explain the circumstances her termination, Regan has no option but to inform third parties, including future potential employers, that she was accused of making anti-Semitic comments, which resulted in her termination.

288. Defendants knew, or should have known, that Regan would be compelled to republish the defamatory statements.

289. Defendants were motivated solely by hatred and ill will and maliciously published the statements with intent to harm.

290. Defendants are not only liable for their own intentional conduct, but are also vicariously liable for the tortious acts of their employees or agents.

291. As a result of the conduct described above, Regan has suffered (and continues to suffer) damages, including injury to her name, reputation and financial interests.

292. By reason of the foregoing, Regan demands an award of compensatory damages in an amount to be determined at trial, but not less than \$100 million.

293. Because of the willful, wanton and intentional nature of defendants' conduct, Regan also demands an award of punitive damages in an amount to be determined at trial.

SEVENTEENTH CAUSE OF ACTION
(Breach of Contract Against Defendant HarperCollins)

294. Plaintiff repeats and realleges paragraphs 1 through 133 as if fully set forth herein.

295. Regan was employed under a valid and binding written contract with HarperCollins, dated March 2, 2005, for a term of five years (July 1, 2004 to June 30, 2009) (the *Agreement*).

296. At the time of HarperCollins' breach, Regan had performed, and was ready, willing, and able to continue to perform, all of her obligations under the Agreement.

297. HarperCollins has substantially and materially breached the Agreement, as described herein, including, among other things, Section 7.3 by terminating Regan without cause, and Sections 4.1 through 4.4 by failing to pay Regan her salary, as well as profit participation from publishing and media projects.

298. Defendants publicly stated that the reason for Regan's termination was because she made anti-Semitic comments.

299. By reason of the foregoing, Regan is entitled to compensatory damages in a amount to be determined at trial, but not less than \$50 million.

EIGHTEENTH CAUSE OF ACTION
(Breach of Implied Covenant of Good Faith & Fair Dealing Against Defendant HarperCollins)

300. Plaintiff repeats and realleges paragraphs 1 through 133 as if fully set forth herein.

301. HarperCollins has breached the covenant of good faith and fair dealing implied in the Agreement, in contravention of its letter and spirit, by, among other things, terminating Regan without cause before the expiration of her contract, scapegoating her for the OJ Simpson controversy, instructing her not to defend herself publicly from false accusations, fabricating a controversy about a “pornographic” Mickey Mantle novel, falsely accusing Regan of anti-Semitic comments in order to create a pretext for her termination, misappropriating her skills and labor, and allowing her unfinished projects to be wasted.

302. As a result of the conduct described above, Regan has suffered (and continues to suffer) damages, including injury to her name, reputation and financial interests.

303. By reason of the foregoing, Regan demands an award of compensatory damages in an amount to be determined at trial, but not less than \$50 million.

NINETEENTH CAUSE OF ACTION
(Tortious Interference With Contract Against Defendant News Corp.)

304. Plaintiff repeats and realleges paragraphs 1 through 133 as if fully set forth herein.

305. At all relevant times, News Corp. was aware that the Agreement between Regan and HarperCollins was binding.

306. By the acts described herein, defendants intentionally and improperly procured HarperCollins’ breach of the Agreement.

307. Defendants are not only liable for their own intentional conduct, but are also vicariously liable for the tortious acts of their employees or agents.

308. As a result of the conduct described above, Regan has suffered (and continues to suffer) damages, including injury to her name, reputation and financial interests.

309. By reason of the foregoing, Regan demands an award of compensatory damages in an amount to be determined at trial, but not less than \$50 million.

310. Because of the willful, wanton and intentional nature of defendants' conduct, Regan also demands an award of punitive damages in an amount to be determined at trial.

TWENTIETH CAUSE OF ACTION
(Sex Discrimination Under N.Y. State's Human Rights Law (N.Y. Exec. Law § 296 *et seq.*)
Against Defendants HarperCollins, News Corp. and Friedman)

311. Plaintiff repeats and realleges paragraphs 1 through 133 as if fully set forth herein.

312. By the acts and practices described above, including but not limited to terminating Regan because of her sex, defendants HarperCollins, News Corp. and Friedman discriminated against plaintiff in the terms and conditions of her employment on the basis of her sex, in violation of N.Y. State's Human Rights Law.

313. Defendants HarperCollins and Friedman are liable as Regan's "employer" pursuant to N.Y. State's Human Rights Law.

314. Defendant News Corp. is liable under N.Y. State's Human Rights Law as an aider and abettor of the retaliation against Regan.

315. As a result of the conduct described above, Regan has suffered (and continues to suffer) damages, including injury to her name, reputation and financial interests.

316. By reason of the foregoing, Regan demands an award of compensatory damages in an amount to be determined at trial, but not less than \$50 million.

TWENTY-FIRST CAUSE OF ACTION
(Sex Discrimination Under N.Y. City's Human Rights Law (Administrative Code of the City of N.Y. § 8-107 *et seq.*)
Against Defendants HarperCollins, News Corp. and Friedman)

317. Plaintiff repeats and realleges paragraphs 1 through 133 as if fully set forth herein.

318. By the acts and practices described above, including but not limited to terminating Regan because of her sex, defendants HarperCollins, News Corp. and Friedman discriminated against plaintiff in the terms and conditions of her employment on the basis of her sex, in violation of N.Y. City's Human Rights Law.

319. Defendants HarperCollins and Friedman are liable as Regan's "employer" pursuant to N.Y. City's Human Rights Law.

320. Defendant News Corp. is liable under N.Y. State's Human Rights Law as an aider and abettor of the retaliation against Regan.

321. As a result of the conduct described above, Regan has suffered (and continues to suffer) damages, including injury to her name, reputation and financial interests.

322. By reason of the foregoing, Regan demands an award of compensatory damages in an amount to be determined at trial, but not less than \$25 million.

323. Because of the willful, wanton and intentional nature of defendants' conduct, Regan also demands an award of punitive damages in an amount to be determined at trial.

TWENTY-SECOND CAUSE OF ACTION
(Retaliation Under N.Y. State's Human Rights Law (N.Y. Exec. Law § 296 *et seq.*) Against Defendants HarperCollins, News Corp. and Friedman)

324. Plaintiff repeats and realleges paragraphs 1 through 133 as if fully set forth herein.

325. By the acts and practices described above, including but not limited to terminating Regan's employment because she opposed unlawful practices, defendants HarperCollins, News Corp. and Friedman retaliated against Regan in the terms and conditions of her employment, in violation of N.Y. State's Human Rights Law.

326. Defendants HarperCollins and Friedman are liable as Regan's "employer" pursuant to N.Y. State's Human Rights Law.

327. Defendant News Corp. is liable under N.Y. State's Human Rights Law as an aider and abettor of the retaliation against Regan.

328. As a result of the conduct described above, Regan has suffered (and continues to suffer) damages, including injury to her name, reputation and financial interests.

329. By reason of the foregoing, Regan demands an award of compensatory damages in an amount to be determined at trial, but not less than \$50 million.

TWENTY-THIRD CAUSE OF ACTION
(Retaliation Under N.Y. City’s Human Rights Law (Administrative Code of the City of N.Y. § 8-107 et seq.) Against Defendants HarperCollins, News Corp. and Friedman)

330. Plaintiff repeats and realleges paragraphs 1 through 133 as if fully set forth herein.

331. By the acts and practices described above, including but not limited to terminating Regan’s employment because she opposed unlawful employment practices, defendants HarperCollins, News Corp. and Friedman retaliated against Regan in the terms and conditions of her employment, in violation of N.Y. City’s Human Rights Law.

332. Defendants HarperCollins and Friedman are liable as Regan’s “employer” pursuant to N.Y. City’s Human Rights Law.

333. Defendant News Corp. is liable under N.Y. City’s Human Rights Law as an aider and abettor of the retaliation against Regan.

334. As a result of the conduct described above, Regan has suffered (and continues to suffer) damages, including injury to her name, reputation and financial interests.

335. By reason of the foregoing, Regan demands an award of compensatory damages in an amount to be determined at trial, but not less than \$50 million.

336. Because of the willful, wanton and intentional nature of defendants’ conduct, Regan also demands an award of punitive damages in an amount to be determined at trial.

TWENTY-FOURTH CAUSE OF ACTION
(Conversion Against Defendants HarperCollins and News Corp.)

337. Plaintiff repeats and realleges paragraphs 1 through 133 as if fully set forth herein.

338. Due to the abrupt and forcible nature of Regan’s termination, many of her personal possessions remain in HarperCollins’ and/or News Corp.’s offices or storage facilities.

339. Regan has demanded the return of her personal property to no avail.

340. HarperCollins and News Corp. have exercised unauthorized dominion over Regan's personal property, thus interfering with her superior possessory rights.

341. Defendants are also vicariously liable for the tortious acts of their employees or agents.

342. Defendants are also liable because they instigated, authorized, consented to, or approved the tortious acts of their employees or agents.

343. As a result of the conduct described above, Regan has suffered (and continues to suffer) damages, including injury to her name, reputation and financial interests.

344. By reason of the foregoing, Regan demands an award of compensatory damages in an amount to be determined at trial, but not less than \$50 million.

345. Because of the willful, wanton and intentional nature of defendants' conduct, Regan also demands an award of punitive damages in an amount to be determined at trial.

PRAYER FOR RELIEF

WHEREFORE, plaintiff Judith Regan requests an order and judgment from the Court:

- (a) awarding plaintiff full compensatory damages on her claims in amount to be determined at trial, but not less than \$100 million;
- (b) assessing appropriate punitive damages in an amount sufficient to punish defendants for their conduct and to set an example to deter others from similar conduct;
- (c) awarding plaintiff pre- and post-judgment interest;
- (d) awarding plaintiff the costs and expenses of suit and attorney's fees; and
- (e) granting such other relief as may be just and appropriate.

JURY DEMAND

Plaintiff Judith Regan demands trial by jury of her claims, as well as of all issues presented in this Complaint.

Dated: New York, New York
November 13, 2007

Respectfully submitted,

Brian C. Kerr
DREIER LLP
499 Park Avenue
New York, New York 10022
212.328.6100

Seth Redniss
REDNISS & ASSOCIATES LLC
185 Franklin Street, 5th Floor
New York, New York 10013
212.334.9200

Counsel for Plaintiff