

EXCLUSIVE: Hulk Hogan's ex-wife accuses him of concealing his assets and demands he pay her 40 PER CENT of his earnings as agreed in divorce settlement or be held in contempt

- **Hulk Hogan and Linda Bollea were married for 23 years but split in 2007**
- **She was awarded 70% of their liquid assets plus properties worth \$3m in divorce**
- **Also handed an ongoing 40% share in the revenue from Hogan's businesses**
- **Linda now claims the 64-year-old wrestler is refusing to pay**
- **She's demanding he pay her 40% of his earnings or be held in contempt**

WWE star Hulk Hogan's ex-wife is demanding he pay her 40 per cent of his earnings – or be held in contempt of court, DailyMail.com can reveal.

Linda Bollea, 58, is also accusing her ex-husband of 'financial treachery' and of attempting to conceal his assets from her.

Hogan – real name Terry Bollea – and Linda were married for 23 years but split in November 2007 amid allegations of multiple affairs on the wrestling champ's part.

The bitter divorce battle that followed saw the pair indulge in a lengthy wrangle over money – finally signing off on an initial settlement that awarded Linda 70 per cent of their liquid assets plus properties worth \$3m in 2009.

But Linda was also handed an ongoing 40 per cent share in the revenue from Hogan's businesses – which she now claims the 64-year-old wrestler is refusing to pay.

In legal documents filed in Tampa, Florida, on Friday, the 58-year-old demanded revenues from seven different companies registered to Hogan and accused him of attempting to conceal his earnings.

Four of the companies are registered in Florida and include TGB Management LLC and TGB Transportation while the remaining three, among them Hogan Holdings LLC, are listed in Nevada.

In supporting documents filed to court, Linda says she and Hogan created his lucrative wrestling persona together and that she was 'instrumental' in his success, while also raising their two children, Nick, 27, and Brooke, 30.

But she goes on to accuse him of having 'multiple adulterous affairs in or around September 2007' and claims he 'began a scheme and shell game to conceal and tie up the parties' assets and income'.

Linda then says 'because of the Hulk Hogan's legal and financial treachery, and suffering his adulteries and affairs, Ms. Bollea had no choice but to file for divorce in November 17 2007'.

According to Linda, Hogan had agreed to funnel all of the earnings from his companies through a financial entity called CMSA Entities – in which she has 40 per cent ownership.

But according to the new legal filing, Hogan has 'failed to comply with the parties' agreements' – forcing her to return to court.

She now wants an accounting of what she alleges she is owed from July 2013 onwards and has asked for Hogan to be held in contempt of court if he fails to pay up.

Speaking exclusively to DailyMail.com, her lawyer, Raymond Rafool of Miami, Florida, slammed the 64-year-old for failing to hand over the cash and described his behavior as 'wrong and unjust'.

'It is indeed a shame that Hulk Hogan once again will not honor the divorce agreement he made with Ms. Bollea,' he said.

'Linda fulfilled and fulfills her obligations and exchanged assets and rights in return for Hulk's compliance.

'Hulk Hogan's breaches are wrong and unjust. He needs to do as he agreed and pay Linda what she is owed.'

Hogan's wrestling career began in 1977 but took off in the 1980s with the rise of 'Hulkmania' which led to a three-year reign as WWE's Heavyweight Wrestling Champion later that decade.

The sports star has also made cameos in a series of movies and TV shows – including Rocky III and Baywatch – usually as himself.

Between 2005 and 2007, Hogan and Linda starred together in a VH1 reality show called Hogan Knows Best which documented the family's lavish lifestyle at their Clearwater, Florida, home.

The show was eventually canceled following a series of incidents, among them a car crash suffered by son Nick in August 2007 that severely injured a friend and saw him charged with felony underage drinking and driving.

He was later sentenced to eight months inside the Pinellas County Jail.

Meanwhile, Hogan's marriage was also showing cracks, with the wrestler allegedly cheating on his wife with a friend of his daughter Brooke named Christiane Plante.

The affair, which Plante admitted to, ended the Hogan's marriage, although in his 2009 autobiography, the wrestler denied ever cheating on his former wife.

Since then, the family has been no stranger to controversy with Hogan suing now defunct website Gawker after it published a sex tape showing him between the sheets with Heather Clem – the estranged wife of radio DJ Bubba the Sponge – in April 2012.

Alleging defamation, invasion of privacy and negligent and intentional infliction of emotional distress, Hogan won his case and eventually agreed a \$31m settlement with the site in October 2016.

But the case also had consequences for his WWE career after an audio excerpt from the tape in which he went on a racist rant and repeatedly used the word n**** was published in 2015.

The recording led to the World Wrestling Entertainment severing its links with the man who was once their biggest star.

Hogan later apologized for making the comments in a statement, in which he said he had used 'language that is offensive and inconsistent with my own beliefs'.

Hogan has now remarried, wedding pretty blonde make-up artist Jennifer McDaniel, 44, at their home in Clearwater in 2010.

Linda remains single and now spends much of her time in California where daughter Brooke has lived off and on while pursuing a music career.

IN THE CIRCUIT COURT OF THE
SIXTH JUDICIAL CIRCUIT IN AND FOR
PINELLAS COUNTY FLORIDA

IN RE: THE MARRIAGE OF:

LINDA MARIE BOLLEA,

CASE NO. 07-DR-013355-FD-14

Petitioner/Former Wife,
And

FAMILY LAW DIVISION

TERRY GENE BOLLEA,

Respondent/Former Husband,
v.

TGB Family Limited Partnership, II, a Florida limited Partnership,
TGB Management, LLC, a Florida limited liability company,
TGB-PD Family Limited Partnership, III, a Florida limited Partnership;
Hogan Holdings, LLC, a Nevada limited liability company, not registered to do business in Florida; **Eric Bischoff Group, LLC**, a Nevada limited liability company, not registered to do business in Florida; **BH2 Gaming, LLC**, a Nevada limited liability company, not registered to do business in Florida; and **TGB Transportation, LLC**, a Florida limited liability company,

Defendants.

**PETITIONER/FORMER WIFE LINDA MARIE BOLLEA'S
FIFTH MOTION FOR ENFORCEMENT AND/OR CONTEMPT**

Petitioner/Former Wife, Linda Marie Bollea, moves the Court for entry an order: (a) enforcing the Confidential Marital Settlement Agreement, dated July 27, 2009, as amended ("CMSA"); the Final Judgment of Dissolution Of Marriage, dated July 28, 2009 ("Final Judgment"); the Confidential Agreement to Settle Paragraph 10 of the Confidential Settlement Agreement, dated March 31, 2010 ("Confidential Agreement to Settle Paragraph 10"); the May 25, 2010, Order; the Order Partially Granting Petitioner/Former Wife Linda Marie Bollea's Second Motion for Enforcement of The Confidential Marital Settlement Agreement And Final Judgment of Dissolution Of Marriage And/Or Contempt, dated October 19, 2010 ("Order Partially Granting Second Motion To Enforce And/Or Contempt"); the Order, dated December 27, 2010; and the *Per*

Curiam Affirmed Opinion/Order of the Second District Court of Appeal, Florida, in *Bollea v. Bollea*, 88 So. 3d 158 (Fla. 2nd DCA 2011) (“Appellate Order”); (b) requiring Former Husband, **Terry Bollea, a/k/a Hulk Hogan (“Hulk Hogan”), TGB Family Limited Partnership, II**, a Florida limited Partnership (“FLP2”), **TGB Management, LLC**, a Florida limited liability company (“TGB”), **TGB-PD Family Limited Partnership, III**, a Florida limited Partnership (“FLP3”), **Hogan Holdings, LLC**, a Nevada limited liability company not registered to do business in Florida (“HH”), **Eric Bischoff Group, LLC**, a Nevada limited liability company not registered to do business in Florida (“EBG”), **BH2 Gaming, LLC**, a Nevada limited liability company not registered to do business in Florida, (“BH2”), and/or **TGB Transportation, LLC (n/k/a TGB Entertainment, LLC)**, a Florida limited liability company (“TGBT”) (collectively, the “CMSA Entities”), to properly account to Ms. Bollea relative to, collect and/or pay her the 40% of all Net Revenue (as defined) of, received by, related to or earned through or supposed to be earned through, FLP2, TGB, and FLP3 (including the flow through income from HH, EBG, BH2 and TGBT), except for any and all payments made to the Former Husband for his book, which contract was already entered into before July 28, 2009, and Former Husband’s personal appearances or acting occurring after July 28, 2009; and/or (c) finding and holding Hulk Hogan, FLP2, TGB, FLP3, HH, EBG, BH2 and/or TGBT in contempt of court for their failures as permitted by law. In support, Ms. Bollea states:

1. During the almost 24 years of marriage, Ms. Bollea and Hulk Hogan went from having nothing together to together creating a legendary empire around the Hulk Hogan persona and brand. Ms. Bollea was instrumental throughout these years in supporting and directing the Former Husband and their Hulk Hogan businesses culminating in the success and brands that still exists today - all while she raised the parties’ 2 children and maintained a loving and comfortable



home environment for the entire family.

2. However, in addition to multiple adulterous affairs, in or around September 2007, Hulk Hogan began a scheme and shell game to conceal and tie up the parties' assets and income to the detriment of Ms. Bollea and attempted to trick Ms. Bollea into entering into a post-nuptial agreement that would prohibit her, in the event of a divorce, from receiving her statutory and legal share of marital assets, alimony and other rights.

3. Continuing with his deception, on October 30, 2007, without advising Ms. Bollea, Hulk Hogan removed Ms. Bollea as Co-Trustee of a family trust that then held a substantial portion of the parties' assets.

4. Because of the Hulk Hogan's legal and financial treachery, and suffering his adulteries and affairs, Ms. Bollea had no choice but to file for divorce on November 17, 2007.

5. Both prior to, and during the course of, the parties' divorce, Hulk Hogan created a variety of entities to hide and tie up the parties' marital assets. In fact, up to the time the parties entered the CMSA, Hulk Hogan, on instructions from his counsel and through his accountant and accounting firm, paid and/or deposited essentially all funds received from various past and current sources (appearances, residuals/royalties, etc...) into the CMSA Entities TGB, FLP2, FLP3 and/or EBG. Less than 3 months after the filing of the divorce action in November 2017, Hulk Hogan's counsel also instructed Hulk Hogan's accounting firm to deposit past, current and future royalty, residual, appearance and other payments into one of the CMSA Entities. Income from past and current sources were paid to and received by a CMSA Entity.

6. Hulk Hogan and his attorney set up 3 of the CMSA Entities specifically to hold certain categories of marital assets constituting intellectual property created by his rise in the entertainment industry. HH was set up to hold and own all trademarks. EBG was set up to operate



and manage contracts and licensing from HH. BH2 was formed to license any gaming activity.

7. Initially, Hulk Hogan owned the trademark for HOLLYWOOD HOGAN in connection with "entertainment services by a professional wrestler." Hulk Hogan initially assigned the entire interest in the trademark to Marvel Characters, Inc., but he subsequently took back the assignment of the trademark based upon the shrewd advice and demand of Ms. Bollea. Hulk Hogan then assigned the entire interest to HH. HH is/was the current record owner of the HOLLYWOOD HOGAN trademark. More, Hulk Hogan assigned his entire interests in the HULKSTER, HOLLYWOOD HULK HOGAN, HULKAMANIA, HOGAN KNOWS GRILLIN', HULKAMANIA.COM, HULKAPEDIA.COM, HOGAN ENERGY and HULK HOGAN trademarks to HH. HH is/was the current record owner of each of those trademarks.

8. In furtherance of Hulk Hogan's financial webbing, HH entered a licensing agreement with EBG, dated January 1, 2008. A personal services agreement between Hulk Hogan and EBG of the same date expressly providing that HH holds the exclusive rights to certain "Hulk Hogan" intellectual property, including "trademarks" and "the likeness, character, voice and other features and intellectual property uniquely associated with the Hulk Hogan character." Notably, in a November 23, 2010, hearing on yet another motion to enforce and/or for contempt Ms. Bollea was forced to file, Hulk Hogan's counsel acknowledged that the CMSA Entities own all the trademarks, the licensing and the marketing of images.

9. Pursuant to the CMSA and as well as previous testimony, whenever a new deal or project comes in, it is to be pursued under the EBG umbrella and Hulk Hogan's personal service agreement. If Hulk Hogan approves the new project/deal, he and EBG create a new Exhibit "A" to the personal service agreement to incorporate the new project/deal going forward. Since January 1, 2008, all of Hulk Hogan's personal services as such are and have been owed to EBG subject to



the terms of the personal service agreement.

10. After extensive discovery and negotiations in the divorce proceedings, the parties agreed to forego a comprehensive valuation and one-time pay-out to Ms. Bollea of the marital share of the CMSA Entities and the Hulk Hogan rights, brand, and other interests in favor of both continuing to together maintain ownership of the rights and to each receive income relative to same in the future. In that regard, on July 27, 2009, Ms. Bollea, Hulk Hogan and the CMSA Entities entered into the CMSA to settle all such rights between the parties as to the marital assets via continued ownership at agreed percentages and entitlement to net income *in pari pasu* to an agreed division of ownership interests therein. Accordingly, all of what the parties had built together in marriage and all of what had subsequently been derived, developed and/or created therefrom was by design captured, divided and to be administered through the CMSA and the CMSA Entities going forward.

11. On July 28, 2009, the Court entered its Final Judgment whereby Hulk Hogan, FLP2, TGB, FLP3, HH, EBG, BH2 and/or TGBT were ordered to comply with the CMSA, including, but not limited to, ensuring Ms. Bollea received 40% of "Net Revenues" as defined by the parties pursuant to her approximately 40% ownership of the CMSA Entities.

12. However, despite his promises and freely assumed obligations, Hulk Hogan regularly failed to comply with the parties' agreements. Time and again, Ms. Bollea was forced to bring Hulk Hogan before the court simply to get him to honor what he had already agreed to in negotiated exchange for the various rights, interests and payments Ms. Bollea gave up.

13. In successfully enforcing her rights and interests in the CMSA over the past several years, this Court entered numerous orders against Hulk Hogan and his attempts to hide funds that were and are owed to Ms. Bollea pursuant to the parties' intent as expressed in the CMSA. Those orders that have been appealed have been upheld and made the law of this case by the Second District Court of Appeal, Florida, in the Appellate Order.



14. *On four separate occasions* - May 12, 2010, September 14, 2010, November 23, 2010 and December 27, 2010 - the Court heard and favorably ruled on Ms. Bollea's enforcement and contempt requests. These successive courtroom skirmishes were all the result of Hulk Hogan's obstructionist litigation strategy designed to wear Ms. Bollea down and delay, if not completely frustrate, her right to obtain what Hulk Hogan had already agreed to in writing.

15. Pursuant to the parties' agreements and the Court's interpretive orders, including the *third* Order, dated December 27, 2010, on Ms. Bollea's Petitioner/Former Wife Linda Marie Bollea's Second Motion For Enforcement Of The Confidential Marital Settlement Agreement And Final Judgment Of Dissolution Of Marriage And/Or Contempt, served November 24, 2009 ("Second Motion to Enforce"), Ms. Bollea is entitled to an accounting and payment of her share of the Net Revenue twice a year.

16. Moreover, this Court, affirmed by the Florida Second District Court of Appeal, held in the course of the aforementioned hard-fought enforcement proceedings the following:

- a. Subparagraph 21 [5(I)(21)], of the CMSA provides that Hulk Hogan is not personally and will not personally receive any and all royalties, payments and rights for trademark merchandise sales and rights.
- b. Pursuant to the CMSA, Hulk Hogan could not, would not and only the CMSA Entities are collecting and would collect all past or future funds and payments except and only payments made to Hulk Hogan for his book and his personal appearances or acting which occur after the date of the CMSA. See, paragraph 5(I)(21) of the MSA.
- c. Paragraph 5(I)(21) of the CMSA prevents Hulk Hogan and the CMSA Entities from diverting funds and income.
- d. The CMSA paragraph 5(I)(21) does not define revenue, but is a prohibition against Hulk Hogan and any newly created or other entity(ies) from collecting payments, funds and income.
- e. Except for the payments made to Hulk Hogan for his book and his post-dissolution personal appearances or acting, the parties wanted to contain all past and future payment/income sources in the CMSA Entities because then Ms. Bollea would receive her 40% Net Income and an accounting.



- f. Pursuant to the CMSA's definition, Net Revenue includes all income, including residual payments or income, earned in the past or future regardless of whether such was earned by Hulk Hogan, the CMSA Entities or any prohibited newly created entities; the only excluded payments are those made to Hulk Hogan for his book and after the CMSA personal appearances or acting (i.e. non-marital post dissolution personal appearance and acting labor). See, footnote 1 of paragraph 5(J) of the MSA and paragraphs 5(I)(1) and (21) and 5(J) of the MSA. In fact, the CMSA's definition of income mirrors the definition of marital assets and income.
 - g. Revenue (generated or received) includes residuals and royalties. Therefore, the revenue to be included in Ms. Bollea's 40% Net Revenue payment is all revenue generated or received (residuals and royalties), except payments made to Hulk Hogan for his book and his post-dissolution personal appearances or acting. The CMSA paragraph 5(I)(21) (i.e. paragraph 21, of the Second Motion to Enforce) is a prohibitory paragraph/term and does not define the funds Ms. Bollea is to receive as argued by Former Husband.
 - h. "Residuals" are not excluded from the Net Revenue definition; "residuals" are included in the calculation of monies due to Ms. Bollea.
 - i. Hulk Hogan personally improperly collected and kept royalties and residuals and neither he nor the CMSA Entities paid Ms. Bollea her 40% of same. Accordingly, in its December 27, 2010, Order, Hulk Hogan and the CMSA Entities shall pay Ms. Bollea \$126,000.00.
17. Notwithstanding the clear and unequivocal guidance and directives established in the Orders and the Appellate Order, once again Hulk Hogan failed and refuses to provide Ms. Bollea with timely and/or complete accountings and that he has further failed and refuses to pay Ms. Bollea the 40% revenue share she is justly entitled to receive, including, but not limited to, since July 2013, to the present.
18. Despite requests, Hulk Hogan and the CMSA Entities fail and refuse to comply with the parties' agreements and the applicable orders of this Court.
19. Hulk Hogan and the CMSA Entities have the ability to comply with the parties' agreements and the applicable orders of this Court.
20. Ms. Bollea has the need for the Court to enforce the parties' agreements and the applicable orders of this Court and for the Court to use all available remedies against the Hulk



Hogan, FLP2, TGB, FLP3, HH, EBG, BH2 and/or TGBT, including, but not limited to, contempt powers, writ powers, and fines.

21. As the result of Hulk Hogan, FLP2, TGB, FLP3, HH, EBG, BH2 and/or TGBT's continued failings and refusals, Ms. Bollea will incur additional accounting charges.

22. Ms. Bollea retained Rafool, LLC, to represent her in this matter and agreed to pay fees, costs and suit money. Pursuant to paragraph 17 of the CMSA and the Final Judgment, both of which are already in the Court's record, Former Husband, Hulk Hogan, FLP2, TGB, FLP3, HH, EBG, BH2 and/or TGBT should once again be ordered to pay Ms. Bollea's attorney's fees, experts' fees, suit monies and costs.

WHEREFORE, Ms. Bollea requests this Court provide the following relief:

A. Enter an order compelling Hulk Hogan, FLP2, TGB, FLP3, HH, EBG, BH2 and/or TGBT to comply with the CMSA, the Final Judgment, the Confidential Agreement to Settle Paragraph 10, the May 25, 2010, Order, the Order Partially Granting Second Motion To Enforce And/Or Contempt, the Order, dated December 27, 2010 and/or the Appellate Order;

B. Award Ms. Bollea an accounting for the period from July 2013 to the present, and confirm the bi-annual accounting obligation under the CMSA going forward;

C. Award Ms. Bollea all sums due her;

D. Require Hulk Hogan, FLP2, TGB, FLP3, HH, EBG, BH2 and/or TGBT to pay Ms. Bollea's attorney's fees, experts' fees, costs and suit money incurred relative to this enforcement and accounting fees;

E. Find Hulk Hogan, FLP2, TGB, FLP3, HH, EBG, BH2 and/or TGBT in civil contempt for failures (other than the payment of money);



F. Require the incarceration of Hulk Hogan, individually and/or on behalf of the CMSA Entities, as a result of failures to comply with the CMSA, the Final Judgment, the Confidential Agreement to Settle Paragraph 10, the May 25, 2010, Order, the Order Partially Granting Second Motion To Enforce And/Or Contempt, the Order, dated December 27, 2010 and/or the Appellate Order;

G. Award prejudgment interest;

H. Enter a money judgment;

I. Issue a writ of bodily attachment, execution and/or garnishment, or other appropriate writs and process;

J. Order a compensatory or coercive fine, if Hulk Hogan, FLP2, TGB, FLP3, HH, EBG, BH2 and/or TGBT is/are found in civil contempt;

K. Issue a writ of possession for any real or personal property;

L. Otherwise enforcing compliance with the CMSA, the Final Judgment, the Confidential Agreement to Settle Paragraph 10, the May 25, 2010, Order, the Order Partially Granting Second Motion To Enforce And/Or Contempt, the Order, dated December 27, 2010 and/or the Appellate Order;

M. Enter an Order to Show Cause why Hulk Hogan, FLP2, TGB, FLP3, HH, EBG, BH2 and/or TGBT should not be held and finding Hulk Hogan in indirect criminal contempt; and/or

N. Such further relief as the Court deems just and proper under the circumstances.



CERTIFICATE OF SERVICE

I HEREBY CERTIFY that true and correct copies of the foregoing have been furnished via email to: **RICHARD T. DEPIPPA, ESQUIRE**, Older, Lundy and Alvarez, rdepippo@olalaw.com, 3014 W. Palmira Ave., Suite 202, Tampa, Florida 33629; **DAVID HOUSTON, ESQUIRE**, dhouston@houstonatlaw.com, 432 Court Street, Reno, Nevada 89501; **SCOTT M. HERVEY, ESQUIRE**, shervey@weintraub.com, Weintraub Tobin, 400 Capitol Mall, 11th Floor, Sacramento, CA 95814; and **CHARLES A. CARLSON, ESQUIRE**, Barnett, Bolt, Kirkwood, Long & McBride, ccarlson@barnettbolt.com, Post Office Box 3287, Tampa, Florida 33601, this 28th day of June, 2018.

Counsel for Petitioner/Former Wife

RAFOOL, LLC

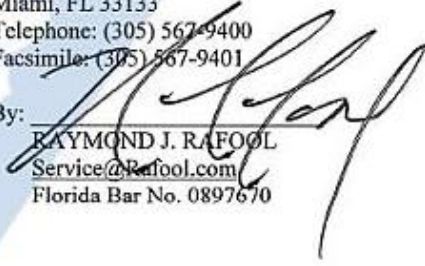
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