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**FILED**  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF LOS ANGELES

SEP 15 2010

John A. Clarke, Executive Officer/Clerk  
BY Shaunya Wesley, Deputy

**ORIGINAL**

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15 Attorneys for Plaintiffs

16 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
17 **COUNTY OF LOS ANGELES, CENTRAL DISTRICT**

18 KATHERINE JACKSON, individually and as  
19 the Guardian ad Litem of MICHAEL JOSEPH  
20 JACKSON, JR, PARIS-MICHAEL  
21 KATHERINE JACKSON, and PRINCE  
22 MICHAEL JACKSON II,

23 Plaintiffs,

24 v.

25 AEG LIVE LLC, ANSCHUTZ  
26 ENTERTAINMENT GROUP, INC;  
27 BRANDON PHILLIPS (aka RANDY  
28 PHILLIPS), an individual, KENNETH  
ORTEGA (aka KENNY ORTEGA), an  
individual, PAUL GONGAWARE, an  
individual, and TIMOTHY LEIWEKE, an  
individual, and DOES 1 to 100, inclusive,

Defendants.

Case No **BC445597**

**COMPLAINT FOR DAMAGES**

**DEMAND FOR JURY TRIAL**

CIT/CASE: BC445597 LEA/DEF#: \_\_\_\_\_  
RECEIPT #: CM9465980097  
DATE PAID: 09/15/10 03:11:17 PM  
PAYMENT: \$355.00 0310  
RECEIVED:  
CHECK: 355.00  
CASH:  
CHANGE:  
CARD:

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1 Plaintiffs, through their counsel of record PANISH SHEA & BOYLE LLP, claim  
2 against the defendants as follows:

3 1 This case concerns the tragic wrongful death of the internationally beloved artist  
4 Michael Jackson

5 2 Michael Jackson was also beloved by the plaintiffs in this action. his three  
6 young children and his mother, as well as by the rest of the Jackson family

7 3 At the time of Michael Jackson's death, Michael Jackson was in a contract with  
8 AEG that covered the production of a lengthy tour of live shows – the "This is It" Tour --  
9 featuring Michael Jackson

10 4 By the nature of their contractual, joint-venture, and special relationship, AEG had  
11 legal duties to Michael Jackson to treat him safely and to not put him in harms' way

12 5 But AEG, despite its knowledge of Michael Jackson's physical condition, breached  
13 those duties by putting its desire for massive profits from the Tour over the health and safety of  
14 Michael Jackson.

15 6 AEG's actions and inactions led to Michael Jackson's death on June 25,  
16 2009.

17 7 At the time of his death, Michael Jackson was under the immediate care of a doctor  
18 selected by, hired by, and controlled by AEG; indeed AEG demanded and required that Michael  
19 Jackson be treated by this particular doctor to ensure that Michael Jackson would attend all  
20 rehearsals and shows on the tour AEG had an employment contract with this doctor that, among  
21 other benefits, paid him \$150,000 per month with his sole and exclusive job being to make sure  
22 Michael Jackson got to rehearsals and shows

23 8 Due to AEG's actions and inactions, three loving children lost their father, a loving  
24 mother and father lost their son, the Jackson siblings lost their brother, and the world lost its most  
25 celebrated entertainer.

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PARTIES

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9. Plaintiffs MICHAEL JOSEPH JACKSON, JR , PARIS-MICHAEL KATHERINE JACKSON, and PRINCE MICHAEL JACKSON II are minors and the legal children of Michael Jackson and as such have standing to bring this action through their Guardian Ad Litem, their grandmother KATHERINE JACKSON

10 Plaintiff KATHERINE JACKSON is the legal mother of Michael Jackson and she was dependent on him for the necessities of life, and as such she has standing to bring this action

11 Defendant AEG LIVE LLC is a corporation licensed to do business in Los Angeles, California and headquartered in Los Angeles, California at 5750 Wilshire Blvd , Los Angeles, CA 90036. AEG LIVE LLC is owned and controlled by defendant ANSCHUTZ ENTERTAINMENT GROUP AEG LIVE LLC is a producer of live entertainment It owns and operates concert venues, clubs, theaters, arenas, and stadiums, including the Staples Center in Los Angeles It also owns and operates sports teams and operates sports training facilities

12 Defendant ANSCHUTZ ENTERTAINMENT GROUP, INC. is a corporation licensed to do business in Los Angeles, California and headquartered in Los Angeles, California at 800 W. Olympic Blvd , Los Angeles, CA 90015

13 Defendant. BRANDON PHILLIPS (aka RANDY PHILLIPS) is and was at all relevant times the President and Chief Executive Officer of AEG LIVE LLC, and is a resident of Los Angeles County, California

14 Defendant KENNETH ORTEGA (aka KENNY ORTEGA) is and was acting for AEG LIVE LLC as the director of the This is It Tour, and is a resident of Los Angeles County, California

15 Defendant. PAUL GONGAWARE is and was at all relevant times the Co-CEO of AEG LIVE LLC, and is a resident of Los Angeles County, California.

16 Defendant TIMOTHY LEIWEKE is and was at all relevant times the President and Chief Executive Officer of ANSCHUTZ ENTERTAINMENT GROUP, and is a resident of Los Angeles County, California

17. Defendants The aforementioned defendants AEG LIVE LLC, ANSCHUTZ

1 ENTERTAINMENT GROUP, INC , RANDY PHILLIPS, KENNY ORTEGA, PAUL  
2 GONGAWARE, and TIMOTHY LEIWEKE are agents of and joint venturers with one another  
3 and are referred to collectively throughout this complaint as "AEG", both before and after this  
4 paragraph

5 18. Defendants DOES 1-100 are currently unknown to Plaintiffs at this time and  
6 Plaintiffs reserve the right to add them as defendants as their identity and culpability becomes  
7 known

8 19 Nominal Party JOSEPH JACKSON is the father of Michael Jackson and a resident  
9 of Las Vegas, Nevada, and is being named as a nominal party as may be required by California  
10 law JOSEPH JACKSON through his representative will be made aware of this lawsuit, and  
11 Defendants herein are hereby given notice of his existence

12 20 Nominal Party The ESTATE OF MICHAEL JACKSON is an estate being  
13 administered in Los Angeles County Superior Court and is being named as a nominal party as may  
14 be required by California law. The ESTATE OF MICHAEL JACKSON through its  
15 representatives will be made aware of this lawsuit, and Defendants herein are hereby being given  
16 notice of its existence

17 **GENERAL ALLEGATIONS**

18 21. AEG, through AEG LIVE, LLC, entered into a written agreement dated January  
19 26, 2009, with the Michael Jackson Company LLC (THE AEG-JACKSON AGREEMENT) The  
20 agreement was an "artist loan out agreement" whereby Michael Jackson would perform a certain  
21 number of concerts and shows for AEG The agreement was signed by RANDY PHILLIPS and  
22 Michael Jackson The AEG-JACKSON AGREEMENT provided that AEG would have the  
23 exclusive right to manufacture and sell Michael Jackson merchandise associated with the Tour In  
24 exchange for these and other revenues associated with the Tour, as well as for the prestige  
25 associated with sponsoring the This is It Tour, AEG advanced Michael Jackson substantial sums  
26 of money, which it was to recoup through revenue from the Tour If, however, Jackson failed to  
27 perform, or failed to generate the revenue to cover the advances, then AEG would have the right to  
28 collect the advance against security provided by Michael Jackson and his company, Michael

1 Jackson LLC The assets from which AEG could seize from Michael Jackson include the  
2 Sony/ATV song catalogue owned by Jackson (which includes iconic songs by the Beatles, Aretha  
3 Franklin, the Jackson family, and many more) Indeed, AEG was even entitled by the contract to  
4 recoup from Jackson the production costs for the Tour itself if the Tour were not to be successful

5 22. The success of the Tour depended on the efforts of both AEG and Jackson, and  
6 both promised to attempt to try to maximize the revenues generated by the Tour. In essence, AEG  
7 put up the funds and production experience and Jackson provided the talent and the fame to make  
8 the venture a success

9 23 By virtue of THE AEG-JACKSON AGREEMENT, AEG came to control much of  
10 Jackson's life The home Jackson lived in was provided by AEG, his finances were dependent on  
11 AEG, and his assets stood security if he failed to perform

12 24 Jackson's physical health was also a focus of the AEG-JACKSON Agreement  
13 The Agreement specifically provided that Jackson would assist AEG to purchase life insurance  
14 that would benefit AEG upon Jackson's demise, and that Jackson would agree to medical  
15 examinations for the acquisition of that insurance The contract also required Jackson to purchase  
16 cancellation insurance at his own expense and name AEG as the beneficiary

17 25 Rehearsals for the This is It Tour were under way by April 2009 Jackson attended  
18 rehearsals, dancing, performing, and working closely with the production staff on the development  
19 of the show In early May 2009, AEG complained to Michael Jackson that he was missing  
20 rehearsals and states it was because of a negative health condition related to prescription  
21 medications AEG instructed Michael Jackson to stop seeing and taking medications from his  
22 current doctor and to instead start seeing a doctor that AEG would provide

23 26. Around the same time in early May 2009, AEG retained Dr Conrad Murray  
24 ("Murray") to be Jackson's personal "concierge" physician and to exclusively treat Jackson AEG  
25 stated it wanted Murray to get Jackson to attend rehearsals and perform AEG said it would hire  
26 Murray and pay him \$150,000 00 per month for 11 months commencing May, 2009, through  
27 March, 2010, along with other benefits, travel, and expenses, including a large house in London  
28 and health insurance

1           27       AEG promised it would pay for and provide all of Murray's medical equipment,  
2 supplies, personnel, and treatments administered to Jackson. AEG and Murray agreed Murray  
3 would start immediately. Murray did begin immediately.

4           28       On May 8, 2009, AEG confirmed the agreement in writing. The written  
5 confirmation stated AEG would provide Murray with Cardio-Pulmonary Resuscitation equipment  
6 and a nurse during his services. On May 8, 2009, Dr. Murray accepted the contract's terms (THE  
7 AEG-MURRAY AGREEMENT).

8           29       On May 12, 2009, Murray made his first order to purchase of the drug Propofol  
9 (Diprivan) for Michael Jackson from a pharmacy in Las Vegas, Nevada. Propofol is an  
10 intravenously administered hypnotic drug, which is commonly used to induce and maintain  
11 general anesthesia in a hospital setting.

12           30       On May 15, 2009, Murray advised AEG in writing that he had started his services  
13 to Jackson on AEG's behalf.

14           31       On May 22, 2009, Murray sent an e-mail to AEG with his bank account  
15 information, and requested AEG deposit his May 2009 salary payment of \$150,000.

16           32       Murray provided services under the terms of the AEG-MURRAY AGREEMENT  
17 for several weeks by administering various controlled substances and other medications to  
18 Michael Jackson, including Valium, Ativan, Versed, and Propofol. These medications were  
19 administered to Jackson at the Beverly Hills home rented for him by AEG. AEG was fully aware  
20 that Murray was carrying out his end of the AEG-MURRAY AGREEMENT.

21           33       On May 28, 2009, Murray sent an email to AEG stating he had performed his part  
22 of the bargain in good faith. He requested that AEG perform its end of the agreement.

23           34.       On June 18, 2009, Michael Jackson did not appear at rehearsals.

24           35       On June 18, 2009, AEG's agents, including RANDY PHILLIPS, traveled to  
25 Michael Jackson's house at 100 Carolwood Way, Beverly Hills, California. Murray attended the  
26 meeting at AEG's direction.

27           36       At the June 18, 2009, meeting AEG demanded Michael Jackson stop seeing Dr  
28 Arnold Klein and stop taking the drugs Klein gave to him. AEG said Klein's drugs made him

1 sleepy and prevented him from rehearsing AEG demanded Michael Jackson take only the  
2 medications given to him by Murray

3 37 AEG threatened that if Jackson missed any further rehearsals, they were going to  
4 “pull the plug” on the show, Jackson’s house, the doctor, and all the expenses for which they paid.  
5 If AEG called off the Tour, Jackson would be required to repay AEG for its advances to him If  
6 he could not repay AEG, AEG would be entitled to collect the collateral Jackson had put up to  
7 secure his obligation to perform. AEG said that if they called off the Tour, there would be  
8 lawsuits and Jackson’s career would be over They said Jackson must work with Murray. They  
9 threatened there would be no further failures to perform on his part or everything with AEG was  
10 over

11 38 AEG told Murray that he had to make sure Jackson got to rehearsals Unless  
12 Jackson got to rehearsals, the shows would be cancelled and Murray’s employment would be  
13 terminated It was Murray’s job to ensure Jackson was at rehearsals, and MURRAY was to attend  
14 rehearsals with Jackson They said it was to be “tough love” and that they had read Jackson the  
15 “riot act ” Murray agreed to each of AEG’s demands. Murray thereafter attended rehearsals with  
16 Jackson.

17 39 AEG knew or should have known that it was jeopardizing Jackson’s health and  
18 safety by assuming control over the doctor-patient relationship between Jackson and Murray, and  
19 by directing and influencing Murray to act without regard to medical safety standards

20 40 On June 18, 2009, at 1 11 p m , the very day of the “Riot Act” meeting at Jackson’s  
21 house, AEG sent Murray yet another written confirmation of the existing oral agreement regarding  
22 his services to AEG Murray had been rendering his services to AEG under the May 8, 2009, oral  
23 Agreement, and AEG never instructed Murray to cease his services AEG knew that Murray had  
24 been performing per the AEG-MURRAY AGREEMENT, and AEG knew that it had not yet  
25 provided Murray with the Cardio-Pulmonary Resuscitation equipment or the nurse

26 41 The written Agreement delivered to Murray on June 18, 2009, at 1 11 p m  
27 provided the “term” of Murray’s services was May 1, 2009, through completion of the concert  
28 series. In addition to controlling the housing, insurance, travel, equipment, and premises where

1 Murray would perform services, AEG controlled the provision of Murray's services AEG could  
2 fire Murray if he did not perform to their liking. Murray was to perform the services as AEG  
3 directed, and Michael Jackson had no right to terminate the Agreement It was AEG who directed,  
4 controlled, oversaw, and supervised Murray's services

5 42 The written Agreement further confirmed that AEG would provided Murray with  
6 necessary safety equipment and personnel, including Cardio-Pulmonary resuscitation equipment  
7 and a nurse. Although AEG had promised to provide these services, and although AEG knew or  
8 should have known that Murray was nightly administering sleep remedies to Jackson, AEG failed  
9 to provide them

10 43. When Jackson got to the rehearsal at the Forum in Inglewood, California, on June  
11 18, 2009, at 9:30 p m., a few hours after the "Riot Act" meeting, he was visibly shaken. He and  
12 his family depended on AEG's continuing with the Tour He had no choice but to accept AEG's  
13 dangerous demands or suffer the consequences And he was in no condition to say no to AEG  
14 Witnesses present at that rehearsal confirm that Michael was not himself that day

15 44. At AEG's direction Murray went to the rehearsal that day to observe Jackson  
16 Murray took directions from AEG, and he remained at the rehearsal until AEG excused him

17 45 Later on the evening of June 18, 2009, Murray attended to Jackson and gave him a  
18 cocktail of Valium, Ativan, Versed, and Propofol in order to get him to sleep The "cocktail"  
19 Murray provided was similar to the medications he had given Jackson for the prior five (5) weeks,  
20 and Murray sought to make sure Jackson slept so he could attend rehearsals the next day. Murray  
21 administered Propofol without necessary resuscitation equipment and nursing support

22 46. Jackson appeared for rehearsals on June 19, 2009, at the Forum Murray was also  
23 present at rehearsals on June 19, 2009, at AEG's direction Witnesses confirm that Michael  
24 Jackson was upset, not coherent, and seemed drugged and disoriented.

25 47 Jackson continued to receive treatments from MURRAY over the weekend (there  
26 were no rehearsals that weekend due to Father's Day). When he appeared for the next rehearsal  
27 on June 23, 2009, Jackson was freezing cold. His assistants had to give him several shirts to wear  
28 under his long heavy coat Although it was warm in the Staples Center that day, and although the



1 rehearsal was rigorous, Jackson had to have a heater Jackson's shivering and disorientation  
2 continued on June 24, 2009, the last day before his death. AEG was well aware of his condition  
3 but did not postpone any rehearsals, nor did AEG relent in its demands that Jackson continue to  
4 maintain the grueling rehearsal schedule

5 48. On June 23, 2009, AEG forwarded Murray by e-mail a revised written copy of the  
6 AEG-MURRAY AGREEMENT. On June 24, 2009, the night before Michael Jackson died,  
7 Murray signed it and faxed it back to AEG AEG still did nothing to provide Murray with Cardio-  
8 Pulmonary Resuscitation equipment, a nurse, or any other life-saving equipment necessary for the  
9 treatments Murray gave Jackson

10 49 On June 25, 2009, while under the influence of drugs administered by Murray,  
11 Michael Jackson died.

12 50. The Coroner's Office conducted an autopsy of Michael Jackson on June 26, 2009,  
13 and reached conclusions on September 18, 2009 The Report concluded Michael Jackson died  
14 from acute Propofol intoxication contributed to by the "Benzodiazepine Effect." Michael Jackson  
15 had a "polypharmacy" of drugs in his system There were lethal levels of Propofol (Diprivan) in  
16 Michael Jackson's body

17 **FIRST CAUSE OF ACTION**

18 **(BREACH OF CONTRACT BASED AND OTHER DUTIES OF CARE**

19 **as against AEG and DOES 1-75)**

20 51. Plaintiffs hereby incorporate all preceding paragraphs as though fully incorporated  
21 herein

22 52 The First Cause of Action is against AEG LIVE LLC, ANSCHUTZ  
23 ENTERTAINMENT GROUP, INC , RANDY PHILLIPS, KENNY ORTEGA, PAUL  
24 GONGAWARE, and TIMOTHY LEIWEKE (i.e , AEG) and DOES 1-75

25 53 AEG was under a written contract (THE AEG-JACKSON AGREEMENT) with  
26 Michael Jackson and his company (Michael Jackson LLC) The contract was dated January 26,  
27 2009, and was signed by both RANDY PHILLIPS and Michael Jackson

28 54 THE AEG-JACKSON AGREEMENT pertained to numerous concerts and events

1 Jackson was to perform for AEG and included many things like AEG providing a safe residence  
2 and safe transportation for Michael Jackson throughout the period of the agreement. The contract  
3 also required much from Michael Jackson physically, like appearing at physically grueling  
4 rehearsals and shows. As such, THE AEG-JACKSON AGREEMENT created a legal duty for  
5 AEG to act reasonably toward the physical well-being of Michael Jackson.

6       55       Additionally, AEG took actions pertaining to the physical well-being of Michael  
7 Jackson. AEG made verbal demands directly to Jackson about how he should be behaving and  
8 dealing with his medical condition, under the threat that they would cancel the Tour, take away his  
9 support, and recoup the costs from him. By undertaking these and other actions, AEG created and  
10 thereby assumed a legal duty to act reasonably.

11       56       THE AEG-JACKSON AGREEMENT and AEG and Michael Jackson's  
12 performance of it was in fact a joint venture between AEG and Jackson, to act jointly for profit in  
13 the development and production of the "This is It" tour. As a joint venturer with Jackson, AEG  
14 was bound to treat him with the highest good faith, and was bound not to obtain any advantage  
15 over him by misrepresentation, threat, or adverse pressure of any kind.

16       57       In the course of rehearsals for "This is It," AEG undertook an extraordinary degree  
17 of control over Michael Jackson's physical wellbeing. AEG monitored Michael Jackson's  
18 physical health. It retained MURRAY to provide medical services to Jackson, and directed  
19 MURRAY to make Jackson's attendance at rehearsal the goal of his treatment. AEG isolated  
20 Jackson from other medical providers by threatening him and requiring him to receive treatment  
21 only from Dr. MURRAY. AEG undertook not only to provide Jackson with medical services  
22 through DR. MURRAY, but also to decide what the goal of those services should be. AEG owed  
23 Jackson a duty to exercise reasonable care in these undertakings. AEG had a further duty to see  
24 these undertakings through. Having undertaken to oversee Jackson's medical care, it could not  
25 abandon him as he grew disoriented and vulnerable, especially as those conditions resulted from a  
26 course of treatment. AEG directed Murray to give and coerced Jackson to accept

27       58       AEG's control of Jackson's person was further extended by the drugs being  
28 administered by Murray, which weakened Jackson's physical and mental health, rendering him

1 vulnerable, confused, and subject to direction AEG knew or should have known that Jackson's  
2 physical health was deteriorating In 2009, Michael Jackson was confused, easily frightened,  
3 unable to remember, obsessive, and disoriented He had impaired memory, loss of appetite,  
4 dehydration, and absence of energy He was cold and shivering during the summer rehearsals for  
5 his show, and as shown in photographs and motion pictures of him, he uncharacteristically wore  
6 heavy clothing during the rehearsals, while other dancers wore scant clothing and were perspiring  
7 from the heat

8           59 AEG was aware that the house that it provided to Jackson was being used by  
9 Murray to provide medical services to Jackson, at AEG's direction As such, AEG owed Jackson  
10 a duty to ensure that the house, which was being used as a medical facility, was equipped with the  
11 appropriate medical equipment, and in particular with resuscitation equipment, and the appropriate  
12 medical personnel Further, AEG had promised to take safety measures, such as the provision of  
13 the resuscitation equipment and a nurse, which it failed to provide

14           60 AEG had a special relationship with Michael Jackson in that they were working  
15 closely together to put on a complex and lengthy worldwide concert series AEG employed many  
16 people around Jackson and provided for Jackson's necessities of life, like housing AEG took  
17 control of Michael Jackson's medical care and medical decision making AEG's special  
18 relationship with Jackson arose as well from the joint venture between them By virtue of this  
19 special relationship between AEG and Jackson, AEG was required to exercise reasonable care

20           61 AEG were aware that Michael Jackson was not physically well and was having  
21 serious problems attending rehearsals for the show.

22           62 Rather than act reasonably and relax the rehearsal schedule so Michael Jackson  
23 could recuperate from his physical problems, AEG insisted that he attend every rehearsal in a  
24 grueling schedule, threatening that if he missed even one more, they would cancel the Tour Not  
25 postponing or cancelling the tour was an act of independent negligence directed at Jackson

26           63. So that it could reap its staggering profits from the Tour, AEG instructed Michael  
27 Jackson that he was to no longer listen to his treating physician and to immediately (and without  
28 medical consultation) stop taking medications prescribed by that physician Michael Jackson was

1 threatened that if he did not comply with their demands that he would be found in breach of THE  
2 AEG-JACKSON CONTRACT By injecting themselves between Michael Jackson and his  
3 treating physician, and telling Michael Jackson what to do medically, AEG committed  
4 independent negligence as against Jackson

5 64. AEG required that Michael Jackson be "treated" only by their employee physician,  
6 Murray, who they had agreed to pay \$150,000 a month with other benefits with his sole duty being  
7 to do whatever it took to get Michael Jackson to rehearsals and shows, as well as physically  
8 accompany him to those rehearsals and shows. By requiring Jackson to be treated by a specific  
9 doctor – a doctor that AEG was instructing to simply make sure Jackson gets to rehearsals and  
10 shows – under threats to Jackson that it would essentially ruin his career, AEG committed  
11 independent negligence against Jackson

12 65. AEG breached its duty to Michael Jackson in a direct and independent manner by  
13 injecting themselves into the well-being of Michael Jackson and acting recklessly and  
14 unreasonably and with a malicious intent to put their expected profits over the safety of Michael  
15 Jackson while knowing that they were risking the life and well-being of Jackson

16 66 AEG's breaches of its multiple duties of reasonable care to Michael Jackson  
17 directly and proximately caused Michael Jackson's physical injuries and his ultimate death,  
18 resulting in economic and non-economic damages to the Plaintiffs

19 67 Indeed, AEG owed a fiduciary duty to Michael Jackson because of their joint-  
20 venture relationship By making threats to Michael Jackson, AEG seriously imperiled Jackson  
21 and according breached its fiduciary duty to him, and these threats led independently, directly, and  
22 proximately to his death

23 68. The AEG defendants and DOES 1-75 were involved in a civil conspiracy to  
24 commit these wrongs against Michael Jackson.

25 69 AEG's reckless and intentional breaches of its duties of care independently, directly  
26 and proximately caused the death of Michael Jackson and the damages to Plaintiffs.

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SECOND CAUSE OF ACTION

(NEGLIGENT HIRING, TRAINING, AND SUPERVISION against AEG and DOES 1-75)

70 Plaintiffs hereby incorporate all preceding paragraphs as though fully incorporated herein.

71 The Second Cause of Action is against AEG LIVE LLC, ANSCHUTZ ENTERTAINMENT GROUP, RANDY PHILLIPS, KENNY ORTEGA, PAUL GONGAWARE, and TIMOTHY LEIWEKE (i.e , AEG) and DOES 1-75

72. For the reasons stated above, AEG owed legal duties to Michael Jackson to behave reasonably toward him

73 AEG was aware that Michael Jackson was not physically well and was having serious problems attending rehearsals for the show.

74. AEG chose to hire and employ a physician, Murray, to exclusively treat Michael Jackson and require that Jackson accept treatment from him with the goal being to get him to the shows.

75 In undertaking to hire Murray, AEG performed absolutely no diligence in investigating or checking out Murray's background, specialties, ability, or even whether he was insured, which it had a duty to do. In choosing to hire and employ a physician to treat Jackson, AEG undertook to act, and it needed to do so reasonably AEG did not act reasonably and breached its duty.

76 During the course of Murray's treatment, it became clear to AEG that Jackson was not doing well at all AEG did nothing to terminate Murray and instead negligently retained him as an employee, and in so doing violated its duty of care AEG insisted that Jackson continue treatment with MURRAY and receive no treatment from other physicians, a further breach of its duty of supervision

77. Indeed, AEG instructed its employee Murray to do whatever it took to make sure Jackson attended rehearsals and shows, in other words Murray was instructed not to look out for Jackson's best interests, but rather to do whatever medical procedures were calculated to get Jackson to perform The terms of Murray's employment with AEG were such as to heighten the

1 risks to Jackson AEG paid Murray excessively and made the purpose of his employment that  
2 Jackson attend rehearsals AEG knew or should have known that these terms of employment were  
3 likely to pose an unacceptable level of risk to Jackson's health and safety This is not a proper  
4 way to oversee a physician employee from whom AEG was requiring Michael Jackson accept  
5 treatment By so doing, AEG breached its duty to Jackson to hire, retain, and supervise Murray in  
6 a reasonable matter

7 78 AEG also was negligent in supervising Murray in that Murray had specifically  
8 requested a full-time nurse and Cardio-Pulmonary Resuscitation equipment for the treatment of  
9 Jackson, and AEG had agreed to so provide that equipment AEG did not provide that equipment  
10 and accordingly breached its duty of care to Michael Jackson

11 79 The AEG defendants and DOES 1-75 were involved in a civil conspiracy to  
12 commit these wrongs against Michael Jackson

13 80 AEG's' breach of its duty to Michael Jackson directly and proximately caused  
14 Michael Jackson's physical injuries and his ultimate death, resulting in economic and non-  
15 economic damages to the Plaintiffs

### 16 THIRD CAUSE OF ACTION

#### 17 (FRAUD and CONSTRUCTIVE FRAUD as against AEG and DOES 1-75)

18 81 Plaintiffs hereby incorporate all preceding paragraphs as though fully incorporated  
19 herein

20 82 The Third Cause of Action is against AEG LIVE LLC, ANSCHUTZ  
21 ENTERTAINMENT GROUP, INC , RANDY PHILLIPS, KENNY ORTEGA, PAUL  
22 GONGAWARE, and TIMOTHY LEIWEKE (i e., AEG) and DOES 1-75

23 83 For the reasons stated above, AEG owed legal duties to Michael Jackson to behave  
24 reasonably toward him, including fiduciary duties as a joint-venturer

25 84 AEG intentionally made false representations to Michael Jackson that they were  
26 looking out for his best interests and well-being AEG falsely represented to Jackson that they  
27 would provide a doctor and equipment to Jackson to keep him healthy AEG made these false  
28 representations in an effort to mislead Michael Jackson into continuing with the Tour, so that AEG

1 could profit AEG directors and managing agents, including RANDY PHILLIPS, directly  
2 communicated these misrepresentations to Michael Jackson on June 18, 2009, as well as at other  
3 dates and times

4 85 AEG's representations to Jackson were false because in reality AEG was merely  
5 doing whatever it took to make sure that Michael Jackson could make it to rehearsals and shows  
6 AEG did not provide a doctor who was truly looking out for Jackson's well-being and did not  
7 provide equipment

8 86 Jackson relied on AEG's misrepresentations to his detriment Jackson attempted to  
9 continue on with the Tour because he was relying on AEG's representations that Murray was  
10 looking out for Jackson's best interests

11 87 As a direct and proximate cause of Michael Jackson's detrimental reliance on  
12 AEG's intentional misrepresentations to him, Michael Jackson was injured and killed, thereby  
13 causing damages to the Plaintiffs

14 88. The AEG defendants and DOES 1-75 were involved in a civil conspiracy to  
15 commit these wrongs against Michael Jackson

16 **FOURTH CAUSE OF ACTION**

17 **(NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS (DILLON v. LEGG) by**  
18 **plaintiff MICHAEL JOSEPH JACKSON, JR. against AEG and DOES 1-75)**

19 89 Plaintiffs hereby incorporate all preceding paragraphs as though fully incorporated  
20 herein

21 90 The Fourth Cause of Action is brought by plaintiff MICHAEL JOSEPH  
22 JACKSON, JR , through his Guardian ad Litem Katherine Jackson, as against AEG LIVE LLC,  
23 ANSCHUTZ ENTERTAINMENT GROUP, INC , RANDY PHILLIPS, KENNY ORTEGA,  
24 PAUL GONGAWARE, and TIMOTHY LEIWEKE (i e , AEG) and DOES 1-100

25 91 During the course of Michael Jackson being injured and dying, his son MICHAEL  
26 JOSEPH JACKSON, JR. witnessed his father suffering, and accordingly has suffered great trauma  
27 and severe emotional distress

28 92 Due to the independent negligence of AEG, as well as due to the negligence of

1 Murray, plaintiff MICHAEL JOSEPH JACKSON, JR was put in a position as bystander to these  
2 tragic events

3 93 Per California law, see *Dillon v Legg*, 68 Cal 2d 728 (1968), and its progeny,  
4 plaintiff MICHAEL JOSEPH JACKSON, JR is entitled to recover for his severe emotional  
5 distress for closely witnessing his father injured and dying.

6 **FIFTH CAUSE OF ACTION**  
7 **(RESPONDEAT SUPERIOR AS AGAINST AEG and DOES 1-100**  
8 **FOR MURRAY'S NEGLIGENCE)**

9 94 Plaintiffs hereby incorporate all preceding paragraphs as though fully incorporated  
10 herein

11 95. The Fifth Cause of Action is against AEG LIVE LLC, ANSCHUTZ  
12 ENTERTAINMENT GROUP, RANDY PHILLIPS, KENNY ORTEGA, PAUL GONGAWARE,  
13 and TIMOTHY LEIWEKE (i.e., AEG) and DOES 1-100

14 96 The Third Cause of Action is based on AEG's status as the controller and employer  
15 of Dr Conrad Murray

16 97 The AEG-MURRAY AGREEMENT created an employer-employee relationship  
17 between AEG and Murray

18 98 AEG knew that Michael Jackson was subject to a peculiar risk of unreasonable  
19 harm, and had a legal duty to provide precautions to help remedy the situation

20 99 As AEG was the controller and employer of Murray, AEG is liable and responsible  
21 for the actions taken by Murray in the course and scope of his employment for AEG

22 100 AEG retained control over the work of Murray, at least in that it determined the  
23 goals of the medical services on a daily basis and promised to provide him with equipment, and as  
24 such AEG owed to Jackson a duty to exercise reasonable care

25 101 In the course and scope of his employment for AEG, Murray committed acts of  
26 recklessness and negligence that directly and proximately caused Michael Jackson's physical  
27 injuries and his ultimate death, resulting in economic and non-economic damages to the plaintiffs  
28 herein AEG is liable for his actions and responsible for the damages



1           102     Murray was a licensed physician who owed a duty of care to his patient Michael  
2 Jackson

3           103     Murray was reckless and negligent in undertaking his diagnosis, evaluation, and  
4 treatment of Michael Jackson in May and June 2009.

5           104     For example, Murray used Propofol as an agent to treat Jackson's insomnia on an  
6 outpatient basis without proper resuscitation equipment or personnel, did not properly administer  
7 the drug Propofol (as well as numerous other drugs) to Jackson, did not properly supervise  
8 Jackson, and did not properly act upon discovering Jackson had stopped breathing on June 25,  
9 2009. Indeed, by some accounts, Murray waited over an hour and a half to call 911 after  
10 discovering Jackson had stopped breathing. Additionally, upon arriving at UCLA emergency  
11 room, Murray did not give the attending physician an appropriate patient history

12           105     The AEG defendants, Murray, and DOES 1-100 were involved in a civil  
13 conspiracy to commit these wrongs against Michael Jackson

14           106.     Murray's gross and reckless breach of his duty to Michael Jackson directly and  
15 proximately caused Michael Jackson's physical injuries and his ultimate death, resulting in  
16 economic and non-economic damages to the plaintiffs herein

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WHEREFORE, Plaintiffs pray for judgment against defendants on all causes of action, and each of them as follows

- A Economic damages as proved at time of trial,
- B Non-economic damages as proved at time of trial,
- C Exemplary/Punitive damages as proved at time of trial;
- D Costs of suit as permitted by law;
- E Attorneys fees as permitted by law;
- F For further relief as the court deems appropriate.

DATED: September 15, 2010

PANISH SHEA & BOYLE LLP

By



Brian Panish  
Kevin Boyle  
Peter Polos  
Attorneys for Plaintiffs

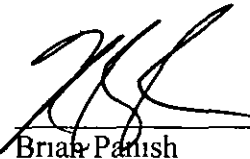
**DEMAND FOR JURY TRIAL**

Plaintiffs hereby demand a jury trial

DATED: September 15, 2010

PANISH SHEA & BOYLE LLP

By



Brian Panish  
Kevin Boyle  
Attorneys for Plaintiffs

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, bar number and address)

KEVIN R. BOYLE  
PANISH SHEA & BOYLE LLP  
11111 Santa Monica Blvd., Suite 700

Los Angeles, CA 90025  
TELEPHONE NO (310) 477-1700 FAX NO

ATTORNEY FOR (Name) Plaintiffs, KATHERINE JACKSON, et al.

SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles  
STREET ADDRESS 111 North Hill Street  
MAILING ADDRESS Same  
CITY AND ZIP CODE Los Angeles, CA 90012  
BRANCH NAME CENTRAL DISTRICT

CASE NAME KATHERINE JACKSON, et al. v. AEG LIVE LLC, et al.

FILED  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF LOS ANGELES

SEP 15 2010

John A. Clarke, Executive Officer/Clerk  
BY Shaunya Wesley, Deputy

CIVIL CASE COVER SHEET

Unlimited (Amount demanded exceeds \$25,000)  Limited (Amount demanded is \$25,000 or less)

Complex Case Designation

Counter  Joinder  
Filed with first appearance by defendant (Cal Rules of Court, rule 3 402)

CASE NUMBER

BC 44 5597

JUDGE  
DEPT

Items 1-6 below must be completed (see instructions on page 2)

1 Check one box below for the case type that best describes this case

Auto Tort

Auto (22)  
 Uninsured motorist (46)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)  
 Product liability (24)  
 Medical malpractice (45)  
 Other PI/PD/WD (23)

Non-PI/PD/WD (Other) Tort

Business tort/unfair business practice (07)  
 Civil rights (08)  
 Defamation (13)  
 Fraud (16)  
 Intellectual property (19)  
 Professional negligence (25)  
 Other non-PI/PD/WD tort (35)

Employment

Wrongful termination (36)  
 Other employment (15)

Contract

Breach of contract/warranty (06)  
 Rule 3 740 collections (09)  
 Other collections (09)  
 Insurance coverage (18)  
 Other contract (37)

Real Property

Eminent domain/Inverse condemnation (14)  
 Wrongful eviction (33)  
 Other real property (26)

Unlawful Detainer

Commercial (31)  
 Residential (32)  
 Drugs (38)

Judicial Review

Asset forfeiture (05)  
 Petition re arbitration award (11)  
 Writ of mandate (02)  
 Other judicial review (39)

Provisionally Complex Civil Litigation (Cal Rules of Court, rules 3 400-3 403)

Antitrust/Trade regulation (03)  
 Construction defect (10)  
 Mass tort (40)  
 Securities litigation (28)  
 Environmental/Toxic tort (30)  
 Insurance coverage claims arising from the above listed provisionally complex case types (41)

Enforcement of Judgment

Enforcement of judgment (20)

Miscellaneous Civil Complaint

RICO (27)  
 Other complaint (not specified above) (42)

Miscellaneous Civil Petition

Partnership and corporate governance (21)  
 Other petition (not specified above) (43)

2 This case  is  is not complex under rule 3 400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management

- a  Large number of separately represented parties d  Large number of witnesses
- b  Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve e  Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
- c  Substantial amount of documentary evidence f  Substantial postjudgment judicial supervision

3 Remedies sought (check all that apply) a  monetary b  nonmonetary, declaratory or injunctive relief c  punitive

4 Number of causes of action (specify) Five (5)

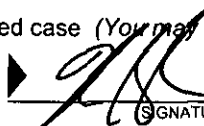
5 This case  is  is not a class action suit

6 If there are any known related cases, file and serve a notice of related case (You may use form CM-015)

Date September 15, 2010

KEVIN R. BOYLE

(TYPE OR PRINT NAME)

  
(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code) (Cal Rules of Court, rule 3 220) Failure to file may result in sanctions
- File this cover sheet in addition to any cover sheet required by local court rule
- If this case is complex under rule 3 400 et seq of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding
- Unless this is a collections case under rule 3 740 or a complex case, this cover sheet will be used for statistical purposes only

ORIGINAL

**To Plaintiffs and Others Filing First Papers** If you are filing a first paper (for example, a complaint) in a civil case, you must complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check one box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the primary cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

**To Parties in Rule 3.740 Collections Cases** A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

**To Parties in Complex Cases** In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

## CASE TYPES AND EXAMPLES

## Auto Tort

- Auto (22)—Personal Injury/Property Damage/Wrongful Death
- Uninsured Motorist (46) (if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto)

## Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

- Asbestos (04)
  - Asbestos Property Damage
  - Asbestos Personal Injury/Wrongful Death
- Product Liability (not asbestos or toxic/environmental) (24)
- Medical Malpractice (45)
  - Medical Malpractice—Physicians & Surgeons
  - Other Professional Health Care Malpractice
- Other PI/PD/WD (23)
  - Premises Liability (e.g., slip and fall)
  - Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
  - Intentional Infliction of Emotional Distress
  - Negligent Infliction of Emotional Distress
  - Other PI/PD/WD

## Non-PI/PD/WD (Other) Tort

- Business Tort/Unfair Business Practice (07)
- Civil Rights (e.g., discrimination, false arrest) (not civil harassment) (08)
- Defamation (e.g., slander, libel) (13)
- Fraud (16)
- Intellectual Property (19)
- Professional Negligence (25)
  - Legal Malpractice
  - Other Professional Malpractice (not medical or legal)
- Other Non-PI/PD/WD Tort (35)

## Employment

- Wrongful Termination (36)
- Other Employment (15)

## Contract

- Breach of Contract/Warranty (06)
  - Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction)
  - Contract/Warranty Breach—Seller Plaintiff (not fraud or negligence)
  - Negligent Breach of Contract/Warranty
  - Other Breach of Contract/Warranty
- Collections (e.g., money owed, open book accounts) (09)
  - Collection Case—Seller Plaintiff
  - Other Promissory Note/Collections Case
- Insurance Coverage (not provisionally complex) (18)
  - Auto Subrogation
  - Other Coverage
- Other Contract (37)
  - Contractual Fraud
  - Other Contract Dispute

## Real Property

- Eminent Domain/Inverse Condemnation (14)
- Wrongful Eviction (33)
  - Other Real Property (e.g., quiet title) (26)
    - Writ of Possession of Real Property
    - Mortgage Foreclosure
    - Quiet Title
  - Other Real Property (not eminent domain, landlord/tenant, or foreclosure)

## Unlawful Detainer

- Commercial (31)
- Residential (32)
  - Drugs (38) (if the case involves illegal drugs, check this item, otherwise, report as Commercial or Residential)

## Judicial Review

- Asset Forfeiture (05)
- Petition Re Arbitration Award (11)
- Writ of Mandate (02)
  - Writ—Administrative Mandamus
  - Writ—Mandamus on Limited Court Case Matter
  - Writ—Other Limited Court Case Review
- Other Judicial Review (39)
  - Review of Health Officer Order
  - Notice of Appeal—Labor Commissioner Appeals

## Provisionally Complex Civil Litigation (Cal Rules of Court Rules 3.400–3.403)

- Antitrust/Trade Regulation (03)
- Construction Defect (10)
- Claims Involving Mass Tort (40)
- Securities Litigation (28)
- Environmental/Toxic Tort (30)
- Insurance Coverage Claims (arising from provisionally complex case type listed above) (41)

## Enforcement of Judgment

- Enforcement of Judgment (20)
  - Abstract of Judgment (Out of County)
  - Confession of Judgment (non-domestic relations)
  - Sister State Judgment
  - Administrative Agency Award (not unpaid taxes)
  - Petition/Certification of Entry of Judgment on Unpaid Taxes
  - Other Enforcement of Judgment Case

## Miscellaneous Civil Complaint

- RICO (27)
- Other Complaint (not specified above) (42)
  - Declaratory Relief Only
  - Injunctive Relief Only (non-harassment)
  - Mechanics Lien
  - Other Commercial Complaint Case (non-tort/non-complex)
  - Other Civil Complaint (non-tort/non-complex)

## Miscellaneous Civil Petition

- Partnership and Corporate Governance (21)
- Other Petition (not specified above) (43)
  - Civil Harassment
  - Workplace Violence
  - Elder/Dependent Adult Abuse
  - Election Contest
  - Petition for Name Change
  - Petition for Relief from Late Claim
  - Other Civil Petition

**CIVIL CASE COVER SHEET ADDENDUM AND STATEMENT OF LOCATION  
(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)**

This form is required pursuant to LASC Local Rule 2.0 in all new civil case filings in the Los Angeles Superior Court

Item I Check the types of hearing and fill in the estimated length of hearing expected for this case

JURY TRIAL?  YES CLASS ACTION?  YES LIMITED CASE?  YES TIME ESTIMATED FOR TRIAL \_\_\_\_\_ HOURS/ 40 DAYS

Item II Select the correct district and courthouse location (4 steps – If you checked "Limited Case", skip to Item III, Pg 4)

**Step 1:** After first completing the Civil Case Cover Sheet Form, find the main civil case cover sheet heading for your case in the left margin below, and, to the right in Column A, the Civil Case Cover Sheet case type you selected

**Step 2:** Check one Superior Court type of action in Column B below which best describes the nature of this case

**Step 3:** In Column C, circle the reason for the court location choice that applies to the type of action you have checked  
For any exception to the court location, see Los Angeles Superior Court Local Rule 2.0

**Applicable Reasons for Choosing Courthouse Location (See Column C below)**

- |   |  |
|---|--|
| 1 Class Actions must be filed in the County Courthouse, Central District      | 6 Location of property or permanently garaged vehicle    |
| 2 May be filed in Central (Other county, or no Bodily Injury/Property Damage) | 7 Location where petitioner resides                      |
| 3 Location where cause of action arose  | 8 Location wherein defendant/respondent functions wholly |
| 4 Location where bodily injury, death or damage occurred                      | 9 Location where one or more of the parties reside       |
| 5 Location where performance required or defendant resides                    | 10 Location of Labor Commissioner Office                 |

**Step 4:** Fill in the information requested on page 4 in Item III, complete Item IV Sign the declaration

<b>A</b> Civil Case Cover Sheet Category No	<b>B</b> Type of Action (Check only one)	<b>C</b> Applicable Reasons - See Step 3 Above
Auto (22)	<input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1, 2, 4
Uninsured Motorist (46)	<input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist	1, 2, 4
Asbestos (04)	<input type="checkbox"/> A6070 Asbestos Property Damage	2
	<input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	2
Product Liability (24)	<input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)	1, 2, 3, 4, 8
Medical Malpractice (45)	<input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons	1, 2, 4
	<input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1, 2, 4
Other Personal Injury Property Damage Wrongful Death (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall)	1, 2, 4
	<input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.)	1, 2, 4
	<input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress	1, 2, 3
	<input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death	1, 2, 4
Business Tort (07)	<input type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1, 2, 3
Civil Rights (08)	<input type="checkbox"/> A6005 Civil Rights/Discrimination	1, 2, 3
Defamation (13)	<input type="checkbox"/> A6010 Defamation (slander/libel)	1, 2, 3
Fraud (16)	<input type="checkbox"/> A6013 Fraud (no contract)	1, 2, 3

Auto-Tort  
 Other Personal Injury/Property  
 Damage/Wrongful Death Tort  
 Non-Personal Injury/Property  
 Damage/Wrongful Death Tort

Non-Personal Injury/Property Damage/  
 Wrongful Death-Tort (Cont'd)  
 Employment  
 Contract  
 Real-Property  
 Unlawful-Detainer

SHORT TITLE **KATHERINE JACKSON, et al. v. AEG LIVE LLC, et al.**
CASE NUMBER

A Civil Case Cover Sheet Category No	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Professional Negligence (25)	<input type="checkbox"/> A6017 Legal Malpractice	1, 2, 3
	<input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1, 2, 3
Other (35)	<input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	2, 3
Wrongful Termination (36)	<input type="checkbox"/> A6037 Wrongful Termination	1, 2, 3
Other Employment (15)	<input type="checkbox"/> A6024 Other Employment Complaint Case	1, 2, 3
	<input type="checkbox"/> A6109 Labor Commissioner Appeals	10
Breach of Contract/Warranty (06) (not insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not Unlawful Detainer or wrongful eviction)	2, 5
	<input type="checkbox"/> A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence)	2, 5
	<input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud)	1, 2, 5
	<input type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	1, 2, 5
Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff	2, 5, 6
	<input type="checkbox"/> A6012 Other Promissory Note/Collections Case	2, 5
Insurance Coverage (18)	<input type="checkbox"/> A6015 Insurance Coverage (not complex)	1, 2, 5, 8
Other Contract (37)	<input type="checkbox"/> A6009 Contractual Fraud	1, 2, 3, 5
	<input type="checkbox"/> A6031 Tortious Interference	1, 2, 3, 5
	<input checked="" type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1, 2, 3, 8
Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation Number of parcels _____	2
Wrongful Eviction (33)	<input type="checkbox"/> A6023 Wrongful Eviction Case	2, 6
Other Real Property (26)	<input type="checkbox"/> A6018 Mortgage Foreclosure	2, 6
	<input type="checkbox"/> A6032 Quiet Title	2, 6
	<input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2, 6
Unlawful Detainer - Commercial (31)	<input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	2, 6
Unlawful Detainer - Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	2, 6
Unlawful Detainer - Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2, 6
Asset Forfeiture (05)	<input type="checkbox"/> A6108 Asset Forfeiture Case	2, 6
Petition re Arbitration (11)	<input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration	2, 5

SHORT TITLE KATHERINE JACKSON, et al. v AEG LIVE LLC, et al.

CASE NUMBER

Judicial Review (Cont'd)  
Provisionally Complex Litigation  
Enforcement of Judgment  
Miscellaneous Civil Complaints  
Miscellaneous Civil Petitions

A Civil Case Cover Sheet Category No	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Writ of Mandate (02)	<input type="checkbox"/> A6151 Writ - Administrative Mandamus <input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter <input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	2, 8 2 2
Other Judicial Review (39)	<input type="checkbox"/> A6150 Other Writ / Judicial Review	2, 8
Antitrust/Trade Regulation (03)	<input type="checkbox"/> A6003 Antitrust/Trade Regulation	1, 2, 8
Construction Defect (10)	<input type="checkbox"/> A6007 Construction defect	1, 2, 3
Claims Involving Mass Tort (40)	<input type="checkbox"/> A6006 Claims Involving Mass Tort	1, 2, 8
Securities Litigation (28)	<input type="checkbox"/> A6035 Securities Litigation Case	1, 2, 8
Toxic Tort Environmental (30)	<input type="checkbox"/> A6036 Toxic Tort/Environmental	1, 2, 3, 8
Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only)	1, 2, 5, 8
Enforcement of Judgment (20)	<input type="checkbox"/> A6141 Sister State Judgment <input type="checkbox"/> A6160 Abstract of Judgment <input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations) <input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes) <input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax <input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2, 9 2, 6 2, 9 2, 8 2, 8 2, 8, 9
RICO (27)	<input type="checkbox"/> A6033 Racketeering (RICO) Case	1, 2, 8
Other Complaints (Not Specified Above) (42)	<input type="checkbox"/> A6030 Declaratory Relief Only <input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment) <input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex) <input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)	1, 2, 8 2, 8 1, 2, 8 1, 2, 8
Partnership Corporation Governance (21)	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2, 8
Other Petitions (Not Specified Above) (43)	<input type="checkbox"/> A6121 Civil Harassment <input type="checkbox"/> A6123 Workplace Harassment <input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case <input type="checkbox"/> A6190 Election Contest <input type="checkbox"/> A6110 Petition for Change of Name <input type="checkbox"/> A6170 Petition for Relief from Late Claim Law <input type="checkbox"/> A6100 Other Civil Petition	2, 3, 9 2, 3, 9 2, 3, 9 2 2, 7 2, 3, 4, 8 2, 9

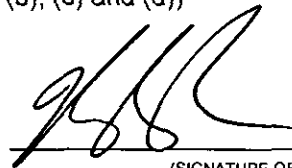
SHORT TITLE KATHERINE JACKSON, et al. v. AEG LIVE LLC, et al.	CASE NUMBER
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Item III Statement of Location Enter the address of the accident, party's residence or place of business, performance, or other circumstance indicated in Item II, Step 3 on Page 1, as the proper reason for filing in the court location you selected

REASON CHECK THE NUMBER UNDER COLUMN C WHICH APPLIES IN THIS CASE			ADDRESS							
<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4	<input type="checkbox"/> 5	<input type="checkbox"/> 6	<input type="checkbox"/> 7	<input checked="" type="checkbox"/> 8	<input type="checkbox"/> 9	<input type="checkbox"/> 10	AEG Live, LLC 5750 Wilshire Boulevard
CITY		STATE	ZIP CODE	Anschutz Entertainment Group, Inc 800 W Olympic Boulevard, Los Angeles, CA 90015						
Los Angeles		CA	90036							

Item IV Declaration of Assignment I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that the above-entitled matter is properly filed for assignment to the Los Angeles Superior Court courthouse in the CENTRAL District of the Los Angeles Superior Court (Code Civ Proc, § 392 et seq, and LASC Local Rule 2 0, subds (b), (c) and (d))

Dated September 15, 2010



(SIGNATURE OF ATTORNEY/FILING PARTY)

PANISH SHEA & BOYLE LLP

**PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:**

- 1 Original Complaint or Petition
- 2 If filing a Complaint, a completed Summons form for issuance by the Clerk
- 3 Civil Case Cover Sheet form CM-010
- 4 Complete Addendum to Civil Case Cover Sheet form LACIV 109 (Rev 01/07), LASC Approved 03-04
- 5 Payment in full of the filing fee, unless fees have been waived
- 6 Signed order appointing the Guardian ad Litem, JC form FL-935, if the plaintiff or petitioner is a minor under 18 years of age, or if required by Court
- 7 Additional copies of documents to be conformed by the Clerk Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case