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10
11 SUPERIOR COURT OF THE STATE OF CALIFORNIA
12 COUNTY OF LOS ANGELES, CENTRAL DISTRICT
13

14 KATHERINE JACKSON, individually and as
the Guardian ad Litem of MICHAEL JOSEPH
15 JACKSON, JR., PARIS-MICHAEL
KATHERINE JACKSON, and PRINCE
16 MICHAEL JACKSON II,

17 Plaintiffs,

18 v.

19 AEG LIVE LLC; ANSCHUTZ
ENTERTAINMENT GROUP, INC;
20 BRANDON PHILLIPS (aka RANDY
PHILLIPS), an individual; KENNETH
21 ORTEGA (aka KENNY ORTEGA), an
individual; PAUL GONGAWARE, an
22 individual; and TIMOTHY LEIWEKE, an
individual; and DOES 1 to 100, inclusive,

23 Defendants.
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SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES

SEP 15 2010

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

Case No
BC 44 5597

COMPLAINT FOR DAMAGES
DEMAND FOR JURY TRIAL

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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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27 ///
28 ///

PARTIES

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

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

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

14 12. Defendant: ANSCHUTZ ENTERTAINMENT GROUP, INC. is a corporation
15 licensed to do business in Los Angeles, California and headquartered in Los Angeles, California at
16 800 W. Olympic Blvd., Los Angeles, CA 90015.

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

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

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

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

28 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, he 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.

27
28

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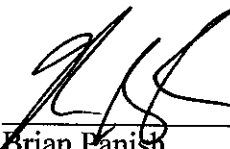
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WHEREFORE, Plaintiffs pray for judgment against defendants on all causes of action, and each of them as follows:

- 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: 

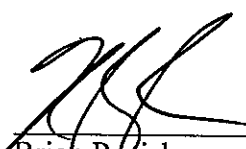
Brian Panish
Kevin Boyle
Peter Polos
Attorneys for Plaintiffs

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