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SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES

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John A. Clarke, Executive Officer/Clerk
BY Rugena Aliano Deputy

1 PANISH SHEA & BOYLE LLP
2 BRIAN PANISH, State Bar No. 116060
3 KEVIN BOYLE, State Bar No. 192718
4 PETER J. POLOS, State Bar No. 149856
5 ROBERT GLASSMAN, State Bar No. 269816
6 11111 Santa Monica Boulevard, Suite 700
7 Los Angeles, California 90025
8 Telephone: 310.477.1700
9 Facsimile: 310.477.1699

6 LAW OFFICE OF K.C. MAXWELL
7 K.C. MAXWELL, State Bar No. 214701
8 235 Montgomery Street, Ste 1070
9 San Francisco, CA 94104
10 Telephone: 415.322.8817
11 Facsimile: 415.888-2372

10 KOSKOFF KOSKOFF & BIEDER, PC
11 MICHAEL KOSKOFF (*pro hac vice*)
12 BILL BLOSS (*pro hac vice*)
13 350 Fairfield Avenue
14 Bridgeport, CT 06604
15 Telephone: 203.583.8634
16 Facsimile: 203.368.3244

Attorneys for Plaintiffs

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

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

Case No. BC445597
[Assigned for All Purposes to Hon. Yvette M.
Palazuelos, Department 28]

Plaintiffs,

FIRST AMENDED COMPLAINT FOR
DAMAGES

v.

DEMAND FOR JURY TRIAL

FAKED

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

Defendants.

PANISH SHEA & BOYLE LLP
11111 Santa Monica Boulevard, Suite 700
Los Angeles, California 90025
310.477.1700 phone • 310.477.1699 fax

1 Plaintiffs, through their counsel of record PANISH SHEA & BOYLE LLP, claim against
2 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.

26 ///

27 ///

28 ///

PARTIES

1
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. Defendant
14 AEG LIVE PRODUCTIONS, LLC is also a corporation licensed to do business in Los Angeles,
15 California and headquartered in Los Angeles, California at 5750 Wilshire Blvd., Los Angeles, CA
16 90036. Defendant AEG LIVE PRODUCTIONS, LLC was designated in the complaint by the
17 fictitious name of DOE 1. All allegations as against DOE 1 are to be construed as against
18 Defendant AEG LIVE PRODUCTIONS, LLC.

19 12. Defendant: ANSCHUTZ ENTERTAINMENT GROUP, INC. is a corporation
20 licensed to do business in Los Angeles, California and headquartered in Los Angeles, California at
21 800 W. Olympic Blvd., Los Angeles, CA 90015.

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

25 14. [Paragraph 14 is intentionally left blank]

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

28 16. Defendant: TIMOTHY LEIWEKE is and was at all relevant times the President

1 and Chief Executive Officer of ANSCHUTZ ENTERTAINMENT GROUP, and is a resident of
2 Los Angeles County, California.

3 17. Defendants: The aforementioned defendants AEG LIVE LLC, ANSCHUTZ
4 ENTERTAINMENT GROUP, INC., AEG LIVE PRODUCTIONS, LLC, RANDY PHILLIPS,
5 PAUL GONGAWARE, TIMOTHY LEIWEKE, and DOES 1-100, inclusive, are agents of and
6 joint venturers with one another and are referred to collectively throughout this complaint as
7 “AEG”, both before and after this paragraph, and also are referred to collectively as “Defendants”
8 or “defendants”, both before and after this paragraph.

9 18. Defendants: DOES 1-100 are currently unknown to Plaintiffs at this time and
10 Plaintiffs reserve the right to add them as defendants as their identity and culpability becomes
11 known. Notwithstanding, Defendant AEG LIVE PRODUCTIONS, LLC was designated in the
12 complaint by the fictitious name of DOE 1.

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

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

22 **GENERAL ALLEGATIONS**

23 21. AEG, through AEG LIVE, LLC, entered into a written agreement dated January
24 26, 2009, with the Michael Jackson Company LLC (THE AEG-JACKSON AGREEMENT). The
25 agreement was an “artist loan out agreement” whereby Michael Jackson would perform a certain
26 number of concerts and shows for AEG. The agreement was signed by RANDY PHILLIPS and
27 Michael Jackson. The AEG-JACKSON AGREEMENT provided that AEG would have the
28 exclusive right to manufacture and sell Michael Jackson merchandise associated with the Tour. In

1 exchange for these and other revenues associated with the Tour, as well as for the prestige
2 associated with sponsoring the This is It Tour, AEG advanced Michael Jackson substantial sums
3 of money, which it was to recoup through revenue from the Tour. If, however, Jackson failed to
4 perform, or failed to generate the revenue to cover the advances, then AEG would have the right to
5 collect the advance against security provided by Michael Jackson and his company, Michael
6 Jackson LLC. The assets from which AEG could seize from Michael Jackson include the
7 Sony/ATV song catalogue owned by Jackson (which includes iconic songs by the Beatles, Aretha
8 Franklin, the Jackson family, and many more). Indeed, AEG was even entitled by the contract to
9 recoup from Jackson the production costs for the Tour itself if the Tour were not to be successful.

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

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

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

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

28 26. Around the same time in early May 2009, AEG retained Dr. Conrad Murray

1 (“Murray”) to be Jackson’s personal “concierge” physician and to exclusively treat Jackson. AEG
2 stated it wanted Murray to get Jackson to attend rehearsals and perform. AEG said it would hire
3 Murray and pay him \$150,000.00 per month for 11 months commencing May, 2009, through
4 March, 2010, along with other benefits, travel, and expenses, including a large house in London
5 and health insurance.

6 27. AEG promised it would pay for and provide all of Murray’s medical equipment,
7 supplies, personnel, and treatments administered to Jackson. AEG and Murray agreed Murray
8 would start immediately. Murray did begin immediately.

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

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

17 30. On May 15, 2009, Murray advised AEG in writing that he had started his services
18 to Jackson on AEG’s behalf.

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

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

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

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

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

4 36. At the June 18, 2009, meeting AEG demanded Michael Jackson stop seeing Dr.
5 Arnold Klein and stop taking the drugs Klein gave to him. AEG said Klein's drugs made him
6 sleepy and prevented him from rehearsing. AEG demanded Michael Jackson take only the
7 medications given to him by Murray.

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

16 38. AEG told Murray that he had to make sure Jackson got to rehearsals. Unless
17 Jackson got to rehearsals, the shows would be cancelled and Murray's employment would be
18 terminated. It was Murray's job to ensure Jackson was at rehearsals, and MURRAY was to attend
19 rehearsals with Jackson. They said it was to be "tough love" and that they had read Jackson the
20 "riot act." Murray agreed to each of AEG's demands. Murray thereafter attended rehearsals with
21 Jackson.

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

25 40. On June 18, 2009, at 1:11 p.m., the very day of the "Riot Act" meeting at Jackson's
26 house, AEG sent Murray yet another written confirmation of the existing oral agreement regarding
27 his services to AEG. Murray had been rendering his services to AEG under the May 8, 2009, oral
28 Agreement, and AEG never instructed Murray to cease his services. AEG knew that Murray had

1 been performing per the AEG-MURRAY AGREEMENT, and AEG knew that it had not yet
2 provided Murray with the Cardio-Pulmonary Resuscitation equipment or the nurse.

3 41. The written Agreement delivered to Murray on June 18, 2009, at 1:11 p.m.
4 provided the “term” of Murray’s services was May 1, 2009, through completion of the concert
5 series. In addition to controlling the housing, insurance, travel, equipment, and premises where
6 Murray would perform services, AEG controlled the provision of Murray’s services. AEG could
7 fire Murray if he did not perform to their liking. Murray was to perform the services as AEG
8 directed, and Michael Jackson had no right to terminate the Agreement. It was AEG who directed,
9 controlled, oversaw, and supervised Murray’s services.

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

15 43. When Jackson got to the rehearsal at the Forum in Inglewood, California, on June
16 18, 2009, at 9:30 p.m., a few hours after the “Riot Act” meeting, he was visibly shaken. He and
17 his family depended on AEG’s continuing with the Tour. He had no choice but to accept AEG’s
18 dangerous demands or suffer the consequences. And he was in no condition to say no to AEG.
19 Witnesses present at that rehearsal confirm that Michael was not himself that day.

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

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

27 46. Jackson appeared for rehearsals on June 19, 2009, at the Forum. Murray was also
28 present at rehearsals on June 19, 2009, at AEG’s direction. Witnesses confirm that Michael

1 Jackson was upset, not coherent, and seemed drugged and disoriented.

2 47. Jackson continued to receive treatments from MURRAY over the weekend (there
3 were no rehearsals that weekend due to Father's Day). When he appeared for the next rehearsal
4 on June 23, 2009, Jackson was freezing cold. His assistants had to give him several shirts to wear
5 under his long heavy coat. Although it was warm in the Staples Center that day, and although the
6 rehearsal was rigorous, Jackson had to have a heater. Jackson's shivering and disorientation
7 continued on June 24, 2009, the last day before his death. AEG was well aware of his condition
8 but did not postpone any rehearsals, nor did AEG relent in its demands that Jackson continue to
9 maintain the grueling rehearsal schedule.

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

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

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

22 **FIRST CAUSE OF ACTION**

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

24 **as against Defendants)**

25 51. Plaintiffs hereby incorporate all preceding paragraphs as though fully incorporated
26 herein.

27 52. The First Cause of Action is against AEG LIVE LLC, ANSCHUTZ
28 ENTERTAINMENT GROUP, INC., AEG LIVE PRODUCTIONS, LLC, RANDY PHILLIPS,

1 PAUL GONGAWARE, and TIMOTHY LEIWEKE and DOES 1-100 (i.e., collectively, “AEG”,
2 “Defendants” or “defendants”).

3 53. AEG was under a written contract (THE AEG-JACKSON AGREEMENT) with
4 Michael Jackson and his company (Michael Jackson LLC) . The contract was dated January 26,
5 2009, and was signed by both RANDY PHILLIPS and Michael Jackson.

6 54. THE AEG-JACKSON AGREEMENT pertained to numerous concerts and events
7 Jackson was to perform for AEG and included many things like AEG providing a safe residence
8 and safe transportation for Michael Jackson throughout the period of the agreement. The contract
9 also required much from Michael Jackson physically, like appearing at physically grueling
10 rehearsals and shows. As such, THE AEG-JACKSON AGREEMENT created a legal duty for
11 AEG to act reasonably toward the physical well-being of Michael Jackson.

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

17 56. THE AEG-JACKSON AGREEMENT and AEG and Michael Jackson’s
18 performance of it was in fact a joint venture between AEG and Jackson, to act jointly for profit in
19 the development and production of the “This is It” tour. As a joint venturer with Jackson, AEG
20 was bound to treat him with the highest good faith, and was bound not to obtain any advantage
21 over him by misrepresentation, threat, or adverse pressure of any kind.

22 57. In the course of rehearsals for “This is It,” AEG undertook an extraordinary degree
23 of control over Michael Jackson’s physical wellbeing. AEG monitored Michael Jackson’s
24 physical health. It retained MURRAY to provide medical services to Jackson, and directed
25 MURRAY to make Jackson’s attendance at rehearsal the goal of his treatment. AEG isolated
26 Jackson from other medical providers by threatening him and requiring him to receive treatment
27 only from Dr. MURRAY. AEG undertook not only to provide Jackson with medical services
28 through DR. MURRAY, but also to decide what the goal of those services should be. AEG owed

1 Jackson a duty to exercise reasonable care in these undertakings. AEG had a further duty to see
2 these undertakings through. Having undertaken to oversee Jackson's medical care, it could not
3 abandon him as he grew disoriented and vulnerable, especially as those conditions resulted from a
4 course of treatment AEG directed Murray to give and coerced Jackson to accept.

5 58. AEG's control of Jackson's person was further extended by the drugs being
6 administered by Murray, which weakened Jackson's physical and mental health, rendering him
7 vulnerable, confused, and subject to direction. AEG knew or should have known that Jackson's
8 physical health was deteriorating. In 2009, Michael Jackson was confused, easily frightened,
9 unable to remember, obsessive, and disoriented. He had impaired memory, loss of appetite,
10 dehydration, and absence of energy. He was cold and shivering during the summer rehearsals for
11 his show, and as shown in photographs and motion pictures of him, he uncharacteristically wore
12 heavy clothing during the rehearsals, while other dancers wore scant clothing and were perspiring
13 from the heat.

14 59. AEG was aware that the house that it provided to Jackson was being used by
15 Murray to provide medical services to Jackson, at AEG's direction. As such, AEG owed Jackson
16 a duty to ensure that the house, which was being used as a medical facility, was equipped with the
17 appropriate medical equipment, and in particular with resuscitation equipment, and the appropriate
18 medical personnel. Further, AEG had promised to take safety measures, such as the provision of
19 the resuscitation equipment and a nurse, which it failed to provide.

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

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

28 62. Rather than act reasonably and relax the rehearsal schedule so Michael Jackson

1 could recuperate from his physical problems, AEG insisted that he attend every rehearsal in a
2 grueling schedule, threatening that if he missed even one more, they would cancel the Tour. Not
3 postponing or cancelling the tour was an act of independent negligence directed at Jackson.

4 63. So that it could reap its staggering profits from the Tour, AEG instructed Michael
5 Jackson that he was to no longer listen to his treating physician and to immediately (and without
6 medical consultation) stop taking medications prescribed by that physician. Michael Jackson was
7 threatened that if he did not comply with their demands that he would be found in breach of THE
8 AEG-JACKSON CONTRACT. By injecting themselves between Michael Jackson and his
9 treating physician, and telling Michael Jackson what to do medically, AEG committed
10 independent negligence as against Jackson.

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

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

22 66. AEG’s breaches of its multiple duties of reasonable care to Michael Jackson
23 directly and proximately caused Michael Jackson’s physical injuries and his ultimate death,
24 resulting in economic and non-economic damages to the Plaintiffs.

25 67. Indeed, AEG owed a fiduciary duty to Michael Jackson because of their joint-
26 venture relationship. By making threats to Michael Jackson, AEG seriously imperiled Jackson
27 and according breached its fiduciary duty to him, and these threats led independently, directly, and
28 proximately to his death.

1 68. [Paragraph 68 is intentionally left blank]

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

4 **SECOND CAUSE OF ACTION**

5 **(NEGLIGENT HIRING, TRAINING, AND SUPERVISION as against Defendants)**

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

8 71. The Second Cause of Action is against AEG LIVE LLC, ANSCHUTZ
9 ENTERTAINMENT GROUP, INC., AEG LIVE PRODUCTIONS, LLC, RANDY PHILLIPS,
10 PAUL GONGAWARE, and TIMOTHY LEIWEKE and DOES 1-100 (i.e., collectively, "AEG",
11 "Defendants" or "defendants").

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

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

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

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

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

1 77. Indeed, AEG instructed its employee Murray to do whatever it took to make sure
2 Jackson attended rehearsals and shows; in other words Murray was instructed not to look out for
3 Jackson's best interests, but rather to do whatever medical procedures were calculated to get
4 Jackson to perform. The terms of Murray's employment with AEG were such as to heighten the
5 risks to Jackson. AEG paid Murray excessively and made the purpose of his employment that
6 Jackson attend rehearsals. AEG knew or should have known that these terms of employment were
7 likely to pose an unacceptable level of risk to Jackson's health and safety. This is not a proper
8 way to oversee a physician employee from whom AEG was requiring Michael Jackson accept
9 treatment. By so doing, AEG breached its duty to Jackson to hire, retain, and supervise Murray in
10 a reasonable matter.

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

15 79. [Paragraph 79 is intentionally left blank]

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

19 **THIRD CAUSE OF ACTION**

20 **(FRAUD and CONSTRUCTIVE FRAUD as against Defendant AEG LIVE**
21 **PRODUCTIONS, LLC and DOES 1-100, Inclusive)**

22 81. Plaintiffs hereby incorporate all preceding paragraphs as though fully incorporated
23 herein.

24 82. The Third Cause of Action is against Defendant AEG LIVE PRODUCTIONS,
25 LLC and DOES 1-100, inclusive.

26 83. For the reasons stated above, Defendant AEG LIVE PRODUCTIONS, LLC and
27 DOES 1-100, inclusive, owed legal duties to Michael Jackson to behave reasonably toward him,
28 including fiduciary duties as a joint-venturer.

1 84. Defendant AEG LIVE PRODUCTIONS, LLC and DOES 1-100, inclusive,
2 intentionally made false representations to Michael Jackson that they were looking out for his best
3 interests and well-being. Defendant AEG LIVE PRODUCTIONS, LLC and DOES 1-100,
4 inclusive, falsely represented to Jackson that they would provide a doctor and equipment to
5 Jackson to keep him healthy. Defendant AEG LIVE PRODUCTIONS, LLC and DOES 1-100,
6 inclusive, made these false representations in an effort to mislead Michael Jackson into continuing
7 with the Tour, so that Defendant AEG LIVE PRODUCTIONS, LLC and DOES 1-100, inclusive,
8 could profit. Defendant AEG LIVE PRODUCTIONS, LLC's and DOES 1-100, inclusive,
9 directors and managing agents, including RANDY PHILLIPS, directly communicated these
10 misrepresentations to Michael Jackson on June 18, 2009, as well as at other dates and times.

11 85. Defendant AEG LIVE PRODUCTIONS, LLC's and DOES 1-100, inclusive,
12 representations to Jackson were false because in reality Defendant AEG LIVE PRODUCTIONS,
13 LLC and DOES 1-100, inclusive, were merely doing whatever it took to make sure that Michael
14 Jackson could make it to rehearsals and shows. Defendant AEG LIVE PRODUCTIONS, LLC
15 and DOES 1-100, inclusive, did not provide a doctor who was truly looking out for Jackson's
16 well-being and did not provide equipment.

17 86. Jackson relied on Defendant AEG LIVE PRODUCTIONS, LLC's and DOES 1-
18 100, inclusive, misrepresentations to his detriment. Jackson attempted to continue on with the
19 Tour because he was relying on Defendant AEG LIVE PRODUCTIONS, LLC's and DOES 1-
20 100, inclusive, representations that Murray was looking out for Jackson's best interests.

21 87. As a direct and proximate cause of Michael Jackson's detrimental reliance on
22 Defendant AEG LIVE PRODUCTIONS, LLC's and DOES 1-100, inclusive, intentional
23 misrepresentations to him, Michael Jackson was injured and killed, thereby causing damages to
24 the Plaintiffs.

25 88. [Paragraph 88 is intentionally left blank]
26
27
28

FOURTH CAUSE OF ACTION

**(NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS (DILLON v. LEGG) by
plaintiff MICHAEL JOSEPH JACKSON, JR. as against Defendant AEG LIVE
PRODUCTIONS, LLC and DOES 1-100, Inclusive)**

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

90. The Fourth Cause of Action is brought by plaintiff MICHAEL JOSEPH JACKSON, JR., through his Guardian ad Litem Katherine Jackson, as against Defendant AEG LIVE PRODUCTIONS, LLC and DOES 1-100, inclusive.

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

92. Due to the independent negligence of Defendant AEG LIVE PRODUCTIONS, LLC and DOES 1-100, inclusive, as well as due to the negligence of Murray, plaintiff MICHAEL JOSEPH JACKSON, JR. was put in a position as bystander to these tragic events.

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

FIFTH CAUSE OF ACTION

**(RESPONDEAT SUPERIOR as against Defendants
FOR MURRAY'S NEGLIGENCE)**

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

95. The Fifth Cause of Action is against AEG LIVE LLC, ANSCHUTZ ENTERTAINMENT GROUP, INC., AEG LIVE PRODUCTIONS, LLC, RANDY PHILLIPS, PAUL GONGAWARE, and TIMOTHY LEIWEKE and DOES 1-100 (i.e., collectively, "AEG", "Defendants" or "defendants").

96. The Fifth Cause of Action is based on AEG's status as the controller and employer

1 of Dr. Conrad Murray.

2 97. The AEG-MURRAY AGREEMENT created an employer-employee relationship
3 between AEG and Murray.

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

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

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

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

15 102. Murray was a licensed physician who owed a duty of care to his patient Michael
16 Jackson.

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

19 104. For example, Murray used Propofol as an agent to treat Jackson's insomnia on an
20 outpatient basis without proper resuscitation equipment or personnel, did not properly administer
21 the drug Propofol (as well as numerous other drugs) to Jackson, did not properly supervise
22 Jackson, and did not properly act upon discovering Jackson had stopped breathing on June 25,
23 2009. Indeed, by some accounts, Murray waited over an hour and a half to call 911 after
24 discovering Jackson had stopped breathing. Additionally, upon arriving at UCLA emergency
25 room, Murray did not give the attending physician an appropriate patient history.

26 105. [Paragraph 105 is intentionally left blank]

27 106. Murray's gross and reckless breach of his duty to Michael Jackson directly and
28 proximately caused Michael Jackson's physical injuries and his ultimate death, resulting in

PANISH SHEA & BOYLE LLP
11111 Santa Monica Boulevard, Suite 700
Los Angeles, California 90025
310.477.1700 phone • 310.477.1699 fax


1 economic and non-economic damages to the plaintiffs herein.

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

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

11 DATED: March 26, 2012

PANISH SHEA & BOYLE LLP


13 By: 
14 Brian Panish
15 Kevin Boyle
16 Robert Glassman
17 Attorneys for Plaintiffs

17 **DEMAND FOR JURY TRIAL**

18 Plaintiffs hereby demand a jury trial.

21 DATED: March 26, 2012

PANISH SHEA & BOYLE LLP

23 By: 
24 Brian Panish
25 Kevin Boyle
26 Robert Glassman
27 Attorneys for Plaintiffs