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OF ORIGINAL FILED  
Los Angeles Superior Court

MAR 25 2010

John A. Clarke, Executive Officer/Clerk  
By A.E. LaFleur-Clayton, Deputy

6 Attorneys for Plaintiff  
FRONT LINE MANAGEMENT, INC.

7  
8 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
9 FOR THE COUNTY OF LOS ANGELES – WEST DISTRICT

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11 FRONT LINE MANAGEMENT, INC., a  
Delaware corporation,

CASE NO. **BC 43 46 38**

12 Plaintiff,

**COMPLAINT for**  
1) BREACH OF CONTRACT  
2) COMMON COUNT; and  
3) ACCOUNTING

13 vs.

14 WILLIAM BILL BAILEY, professionally  
15 known as AXL ROSE, an individual;  
BLACK FROG MUSIC, a California  
16 corporation; BVF PRODUCTIONS INC., a  
California corporation; and DOES 1  
17 through 10, inclusive,

18 Defendants.

19

20 Plaintiff Front Line Management, Inc. (“plaintiff”) hereby alleges as follows:

21 1. Plaintiff is and at all times material herein has been a corporation organized and  
22 existing under the laws of the State of Delaware, duly authorized to conduct business in the State  
23 of California, and engaged in the business of rendering personal management services to artists in  
24 the entertainment industry.

25 2. Defendant William Bill Bailey, professionally known as Axl Rose (“Rose”), is and  
26 at all times material herein has been a musician and the lead vocalist of the band Guns ‘N Roses.

27 3. Plaintiff is informed and believes and based thereon alleges that defendant BVF  
28 Productions Inc. is and at all times material herein has been a corporation organized and existing

1 under the laws of the State of California through which Rose provides services as a performer.

2 4. Plaintiff is informed and believes and based thereon alleges that defendant Black  
3 Frog Music ("Black Frog") is and at all times material herein has been a corporation organized and  
4 existing through the laws of the State of California through which Rose provides services as a  
5 writer of musical compositions.

6 5. Plaintiff sues Does 1 through 10, inclusive, herein under fictitious names. Plaintiff  
7 does not know their true names and capacities. When plaintiff ascertains the Doe defendants' true  
8 names and capacities, plaintiff will amend this complaint by inserting their true names and  
9 capacities herein. On information and belief each defendant named herein as a Doe acted with the  
10 other defendants and is responsible for the damages to plaintiff herein alleged. Each reference in  
11 this complaint to defendants, or to any of them, also refers to all defendants sued under fictitious  
12 names.

13 6. On information and belief at all times material herein each of the defendants was  
14 the agent and employee of the other defendants, and in doing the things hereinafter alleged, was  
15 acting within the course and scope of such agency and employment.

16 7. On information and belief, at all times material herein, BVF and Black Frog were  
17 Rose's alter egos, and there exists and has existed at all times material herein a unity of interest  
18 and ownership among and between them, such that any separateness among and between them has  
19 ceased to exist, and that BVF and Black Frog are mere shells, instrumentalities and conduits  
20 through which Rose has at all times material herein carried out his business, exercising complete  
21 control and dominance over them such that any individuality or separateness of BVF and Black  
22 Frog, on the one hand, and Rose on the other hand, has ceased to exist.

23 8. Adherence to the fiction of the separate existence of BVF and Black Frog as  
24 entities distinct from Rose would permit an abuse of the corporate privilege and would sanction  
25 fraud and promote injustice. In this complaint, references to "defendants" include Rose  
26 individually and Rose, BVF, Black Frog and DOES 1 through 10, inclusive, collectively.

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1 **FIRST CAUSE OF ACTION**

2 **(Breach of Contract)**

3 9. Plaintiff realleges and incorporates by reference paragraphs 1 through 8, inclusive  
4 above, as though fully set forth.

5 10. Effective in or about August 2008, plaintiff, on the one hand, and on the other hand  
6 defendants, individually and on behalf of the band professionally known as Guns N' Roses,  
7 entered into an oral agreement (the "Agreement"), pursuant to which plaintiff agreed to serve as  
8 defendants' personal artist's manager and in exchange defendants agreed to pay plaintiff a  
9 commission of fifteen percent (15%) of all gross monies that defendants received or earned  
10 derived from the entertainment industry.

11 11. Plaintiff performed all conditions, covenants and promises required on its part to be  
12 performed under the Agreement, except those that defendants waived or that were rendered  
13 impossible to perform.

14 12. Defendants breached the Agreement by failing and refusing to pay plaintiff and/or  
15 cause plaintiff to be paid commissions due to plaintiff thereunder, including, but not limited to,  
16 commissions on in excess of \$12,470,000 in monies that defendants received and/or earned in  
17 connection with performances in Taipei, Seoul, Japan, Canada and South America.

18 13. As a result of defendants' breach of the Agreement, plaintiff has suffered damages  
19 in an amount of in excess of \$1,870,500 in commissions due to plaintiff under the Agreement.

20 **SECOND CAUSE OF ACTION**

21 **(Quantum Meruit)**

22 14. Plaintiff incorporates paragraphs 1 through 13, above, as though fully set forth.

23 15. Within the last two years, at Los Angeles, California, plaintiff performed services  
24 at the special request of defendants including, but not limited to, personal artist management  
25 services.

26 16. The fair and reasonable value of the services provided to defendants for which  
27 defendants have not paid plaintiff is at least \$1,870,500.

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1 **THIRD CAUSE OF ACTION**

2 (Accounting)

3 17. Plaintiff incorporates paragraphs 1 through 16, above, as though fully set forth.

4 18. Plaintiff is unaware of the exact amounts owed to it by defendants with respect to  
5 monies that defendants have earned and/or received during the term of the Agreement. The  
6 information necessary to ascertain those amounts is complex and strictly within defendants'  
7 control. Accordingly, plaintiff seeks an accounting of those amounts.

8 WHEREFORE, plaintiff prays for relief, as follows:

- 9 1. For damages in excess of \$1,870,500, in an amount to be proved at trial, plus  
10 interest at the legal rate;
- 11 2. For an accounting;
- 12 3. For costs incurred herein; and
- 13 4. For such other and further relief as the Court deems just and proper.
- 14

15 DATED: March 24, 2010

KING, HOLMES, PATERNO & BERLINER, LLP

16  
17 By: 

HOWARD E. KING

Attorneys for Plaintiff Front Line Management, Inc.

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