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OF ORIGINAL FILED  
Los Angeles Superior Court

NOV 28 2005

John A. Clarke, Executive Officer/Clerk  
By \_\_\_\_\_, Deputy  
D. GILES

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
9 FOR THE COUNTY OF LOS ANGELES

10 BC343625

11 CHRIS CORNELL, an individual, ) CASE NO.  
12 Plaintiff, ) COMPLAINT FOR:  
13 v. ) (1) BREACH OF FIDUCIARY DUTY;  
14 SUSAN J. SILVER, an individual; and ) AND  
15 DOES 1 through 20, inclusive, ) (2) DECLARATORY RELIEF  
16 Defendants. )

17 Plaintiff Chris Cornell ("Plaintiff") alleges as follows:

18 NATURE OF THIS ACTION

19 1. This action was necessitated by the systematic breaches of the fiduciary duties  
20 owed by Defendant Susan J. Silver ("Silver"), the manager of the well-known band  
21 Soundgarden, to Plaintiff Chris Cornell, a singer, songwriter and guitarist in Soundgarden and  
22 Silver's former spouse. Silver breached her fiduciary duties to Plaintiff in numerous respects.  
23 For example, because of personal animus for Plaintiff resulting from, among other things, the  
24 dissolution of the parties' marriage, and in an attempt to further her goal of continuing the  
25 lucrative representation of other members of Soundgarden, Silver conspired with other  
26 Soundgarden representatives to divert monies owed to Plaintiff to the other Soundgarden band  
27 members and engaged in other conduct which placed the interests of others ahead of Plaintiff's.  
28 As a songwriter and musician, Plaintiff has developed and written over the years a substantial

1 library of music and lyrics. Silver, while representing Soundgarden and Plaintiff, falsely and  
2 fraudulently represented that she would deliver Plaintiff's valuable business and personal  
3 effects resulting from seventeen years of creative work in Soundgarden - items in which Silver  
4 has no conceivable ownership interest - in storage for Plaintiff's exclusive benefit. Silver  
5 never intended to comply with her representations and, in fact, now refuses to return the items  
6 to Plaintiff as promised. Also, while representing Soundgarden prior to her marriage to  
7 Plaintiff, Silver failed to advise Plaintiff to protect his interests in copyrights to musical  
8 compositions created prior to the marriage from subsequent claims by third parties. This  
9 failure resulted from conflicts of interest between Silver's duties as manager to Soundgarden  
10 and Plaintiff, on the one hand, and her personal interests, on the other hand. Silver placed her  
11 personal interests over the interests of Plaintiff, in derogation of her fiduciary duties.

12 2. Through her calculated attempts to damage Plaintiff and at the same time  
13 promote the interests of other members of Soundgarden in order to further her own career,  
14 Silver breached her fiduciary duties to Plaintiff, resulting in substantial monetary damages.  
15 Plaintiff brings this action to obtain appropriate monetary compensation and a declaration that,  
16 because of Silver's irreconcilable conflicts of interest, she is precluded from further  
17 representation of Soundgarden.

#### 18 THE PARTIES

19 3. Plaintiff is an individual who conducts business in, among other places, the  
20 County of Los Angeles.

21 4. Plaintiff is informed and believes and thereon alleges that Defendant Silver is,  
22 and at all times relevant to the matters alleged herein was, an individual who resides and  
23 conducts business in the County of Los Angeles.

24 5. Plaintiff is informed and believes and thereon alleges that the fictitiously-named  
25 Defendants sued herein as Does 1 through 20, inclusive, and each of them, were in some  
26 manner responsible or legally liable for the actions, events, transactions and circumstances  
27 alleged herein. The true names and capacities of such fictitiously-named Defendants, whether  
28 individual, corporate, partnership or otherwise, are presently unknown to Plaintiff and Plaintiff

1 will seek leave of Court to amend this Complaint to assert the true names and capacities of  
2 such fictitiously-named Defendants when the same have been ascertained. For convenience,  
3 each reference to a named Defendant herein shall also refer to the Doe Defendants and each of  
4 them.

5 6. Plaintiff is informed and believes and based thereon allege that Defendants, and  
6 each of them, were the agents, employees, partners, joint venturers, co-conspirators, owners,  
7 principals and employers of the remaining Defendants, and each of them, and are and at all  
8 times herein mentioned were acting within the course and scope of such agency, partnership  
9 employment, conspiracy, ownership, or joint venture. Plaintiff is further informed and  
10 believes and based thereon allege that the acts and conduct herein alleged of each such  
11 Defendant were known to, authorized by, and/or ratified by the other Defendants, and each of  
12 them.

#### 13 THE FACTUAL BACKGROUND OF THIS DISPUTE

14 7. Plaintiff is a renowned songwriter, singer and guitarist. Beginning in  
15 approximately January 1984 and continuing until approximately April, 1997, Plaintiff was an  
16 integral member and performer in the world-famous musical group Soundgarden. At various  
17 times relevant to the events alleged herein, Silver has been the Manager of Soundgarden. As  
18 the manager for Soundgarden and each of its members, Silver owed Plaintiff fiduciary duties,  
19 including the highest duty of loyalty, honesty and good faith with regard to her dealings on  
20 Plaintiff's behalf.

21 8. Plaintiff and Silver were married on or about September 22, 1990. They  
22 separated on or about October 24, 2002, and subsequently divorced.

23 9. The four members of Soundgarden are Plaintiff, Kim Thayil, Matt Cameron and  
24 Ben Shepherd. At all relevant times, Soundgarden operated pursuant to an oral agreement  
25 between its members that governed, among other things, the distribution of copyright  
26 ownership in, and royalties received from, exploitation of musical compositions written and  
27 performed by Soundgarden members during the course of partnership business. Silver was  
28 fully aware of the terms and conditions of the agreement between the Soundgarden band

1 members and on various occasions assisted in implementing its terms.

2 10. Silver represented Soundgarden both prior to and after her marriage to Plaintiff.  
3 As manager, Silver owed a fiduciary duty to advise Plaintiff to protect his interests in  
4 copyrighted musical compositions that were created prior to marriage from any subsequent  
5 claim by any third party. Motivated by personal interests, Silver in breach of this duty never  
6 advised Plaintiff to take such actions.

7 11. In an effort to further the prospects of continuing as the manager of the  
8 members of Soundgarden other than Plaintiff (namely, Thayil, Cameron and Shepherd), Silver  
9 began engaging in actions designed to further the interests of the other members of  
10 Soundgarden at Plaintiff's expense. Among other things, Plaintiff is informed and believes  
11 that Silver has conspired with other representatives of Soundgarden to direct funds owed to  
12 Plaintiff under the agreement between the members of Soundgarden to members of  
13 Soundgarden other than Plaintiff, and to take other actions that damaged Plaintiff's interests for  
14 the benefit of the other Soundgarden members.

15 12. At all relevant times during the period that Silver managed Soundgarden, and  
16 Plaintiff as one of Soundgarden's members, Silver was keenly aware of the critical importance  
17 to a songwriter in maintaining creative work product associated with the songwriting process,  
18 because of the inherent monetary and sentimental value of such materials and the potential need  
19 to use or rely on such materials in establishing ownership of creative works.

20 13. During the period that Silver managed Soundgarden (and Plaintiff as a member  
21 of Soundgarden), Silver falsely and fraudulently represented to Plaintiff that various personal  
22 and business effects, including creative materials produced or obtained by Plaintiff during the  
23 course of his involvement with Soundgarden, would be delivered by her to storage for  
24 Plaintiff's exclusive benefit. Included among these items were two Grammy Awards and  
25 various demo tapes, personal recordings, journals, music sheets and lyrics. Some of these  
26 items were created long before the commencement of the personal relationship between  
27 Plaintiff and Silver. At the time she made these representations, Silver had no intention of  
28 fulfilling them and, instead, made the representations in order to obtain possession and control

1 of items in which she has no ownership interest or right of possession whatsoever. Many of  
2 the items relate to musical compositions that have never been released and have significant  
3 monetary and personal value to Plaintiff. However, because of her personal animus for and  
4 desire to harm Plaintiff, Silver has failed and refused to return these items to Plaintiff despite  
5 Plaintiff's repeated requests.

6 14. As a result of her desire to harm Plaintiff, which has apparently emanated at  
7 least in part from the dissolution of their personal relationship, and her incentive to further her  
8 career by maximizing the interests of other Soundgarden members at Plaintiff's expense,  
9 Plaintiff has a irreconcilable conflict of interest with regard to her status as Soundgarden's  
10 Manager. Plaintiff owes the highest fiduciary duty to act in the best interest of the entire  
11 Soundgarden group, but is incapable of so acting because of this irreconcilable conflict of  
12 interest.

### 13 FIRST CAUSE OF ACTION

#### 14 **(For Breach of Fiduciary Duty Against All Defendants)**

15 15. Plaintiff repeats, realleges and incorporates by reference Paragraphs 1 through  
16 14, inclusive, of this Complaint as if fully set forth herein.

17 16. At all times mentioned herein, by virtue of the manager-client relationship that  
18 existed between Plaintiff and Silver, Silver owed to Plaintiff a fiduciary duty, and by virtue of  
19 that duty and by virtue of Plaintiff having placed confidence in the fidelity and integrity of  
20 Silver and having entrusted Silver with the representation of Soundgarden and its individual  
21 members, including Plaintiff, a confidential and fiduciary relationship existed at all times  
22 herein mentioned between Plaintiff and Silver requiring Silver to treat Plaintiff with complete  
23 fairness and the highest duty of loyalty, to disclose to Plaintiff all material facts concerning  
24 Silver's representation of Soundgarden and Plaintiff and the actions taken by her in connection  
25 with such representation, and not to place the interests of other members of Soundgarden over  
26 Plaintiff's interests.

27 17. Despite having voluntarily accepted the trust and confidence of Plaintiff with  
28 respect to her representation of Soundgarden and Plaintiff, and in violation of the relationship

1 of trust, confidence and loyalty, Silver abused the relationship and breached her fiduciary  
2 duties to Plaintiff by, among other things, engaging in the following conduct:

3 (a) Conspiring with Soundgarden's business manager and attorneys to take  
4 actions designed to damage Plaintiff's interests, and to benefit the other members of  
5 Soundgarden at Plaintiff's expense, without Plaintiff's knowledge or consent;

6 (b) Directing Soundgarden's business manager, attorneys and others to  
7 divert monies, including royalties and other proceeds received from exploitation of  
8 Soundgarden musical compositions that were payable to Plaintiff to other members of  
9 Soundgarden and elsewhere;

10 (c) Falsely and fraudulently representing to Plaintiff that she would deliver  
11 to storage for Plaintiff's exclusive benefit various items of Plaintiff's business and personal  
12 effects, including, but not limited to, Grammy Awards, demo tapes, personal recordings,  
13 journals, music sheets and lyrics, and by failing and refusing to return such materials upon  
14 Plaintiff's request;

15 (d) Taking actions to damage Plaintiff and Plaintiff's financial interests, in  
16 part based upon Silver's personal animus toward Plaintiff resulting from the dissolution of their  
17 personal relationship, as well as to further her goal of representing the members of  
18 Soundgarden other than Plaintiff as their manager; and

19 (e) Failing to advise Plaintiff to protect his interests in copyrighted musical  
20 compositions that were created prior to Plaintiff's marriage from a subsequent claim by any  
21 third party.

22 18. As a proximate result of Silver's breaches of her fiduciary duties to Plaintiff,  
23 Plaintiff has incurred substantial damages. Plaintiff is presently informed and believes and  
24 thereon alleges that such damages exceed the sum of \$1,000,000.

25 19. The actions of Silver were willful and intentional and performed with fraud,  
26 oppression and malice against Plaintiff and with a conscious disregard of Plaintiff's rights.  
27 Silver's conduct under these circumstances is despicable and warrants the imposition of  
28 exemplary damages in an amount appropriate to punish Silver and deter future similar conduct.



1 **On The First Cause of Action:**

- 2 1. For compensatory damages in an amount according to proof at trial; and
- 3 2. For punitive or exemplary damages against Defendant Silver in amount
- 4 according to proof at trial;

5 **On The Second Cause of Action:**

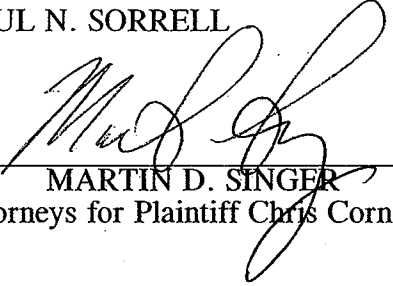
- 6 3. For a declaration determining the parties' respective rights and duties with
- 7 regard to the matters alleged herein, including a declaration that Defendant Silver is prevented
- 8 by her irreconcilable conflict of interest, breaches of fiduciary duty and otherwise from
- 9 continuing to represent, as a manager or otherwise, Soundgarden or any of its members or
- 10 partners;

11 **On All Causes of Action:**

- 12 4. For costs of suit incurred herein;
- 13 5. For interest at the maximum legal rate; and
- 14 6. For such other and further relief as the Court may deem to be just and proper.

15  
16 DATED: November 28, 2005

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MARTIN D. SINGER  
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20 By:   
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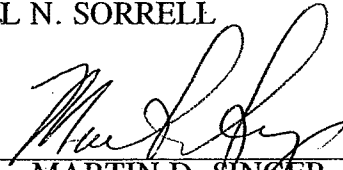
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**DEMAND FOR JURY TRIAL**

Plaintiff demands a trial by jury of all causes of action triable by jury.

Dated: November 28 2005

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MARTIN D. SINGER  
PAUL N. SORRELL

By:   
MARTIN D. SINGER  
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