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Attorneys for Plaintiff,
BRADLEY STEYN

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE – CENTRAL JUSTICE CENTER

BRADLEY STEYN, an individual;
Plaintiff,

vs.

STEVEN PATRICK MORRISSEY, an individual; DONALD KNUTSON, an individual; 2014-15 TOURS, A Business Entity Form Presently Unknown; and DOES 1 through 100, inclusive,
Defendants.

Case No. 30-2014-00738735-CU-CO-CJC

VERIFIED COMPLAINT FOR:

- 1. BREACH OF CONTRACT;**
- 2. BREACH OF THE IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING;**
- 3. FRAUD-PROMISE TO PERFORM WITHOUT INTENTION TO PERFORM; and**
- 4. FRAUD-INTENTIONAL MISREPRESENTATION;**

Judge Mary Fingal Schulte

JURY TRIAL DEMANDED

Plaintiff BRADLEY STEYN, hereby alleges and complains against Defendants, STEVEN PATRICK MORRISSEY, (MORRISSEY); DONALD KNUTSON, (KNUTSON), and Does 1 through 100 (collectively, “Defendants”) as follows:

THE PARTIES

1. BRADLEY STEYN, (hereinafter Plaintiff or STEYN), is an individual who, at all times relevant to this complaint (the “Complaint”), was an individual residing in and doing business in Los Angeles, California.

1 2. Plaintiff is informed and believes and thereon alleges that Defendant STEVEN
2 PATRICK MORRISSEY, (hereinafter Morrissey), is, and at all times relevant hereto was, an
3 individual residing in Manchester, England and doing business in Los Angeles County, in the
4 state of California.

5 3. Plaintiff is informed and believes and thereon alleges that Defendant DONALD
6 KNUTSON, (hereinafter KNUTSON), is, and at all times relevant hereto was an individual
7 residing in Austin, Texas and doing business in Los Angeles County, in the state of California.

8 4. Plaintiff is informed and believes and thereon alleges that MORRISSEY is, and at
9 all times relevant hereto was an internationally known recording artist whom scheduled a United
10 States Concert Tour entitled “Morrissey Amer-I-Ca Tour 2014.”

11 5. Plaintiff is informed and believes and thereon alleges “that 2014-15 Tours” is or
12 was a corporate entity authorized to conduct business in the State of California. The exact
13 corporate structure, form and true name of “2014-15 Tours” is presently unknown to plaintiff.
14 When this true information known to Plaintiff, he will amend this Complaint accordingly.

15 6. Defendants named herein as DOES 1 through 100, inclusive, are sued herein
16 under fictitious names. Their true names and capacities are unknown to Plaintiff at this time.
17 When their true names and capacities are ascertained, Plaintiff will amend this Complaint by
18 inserting their true names and capacities. Plaintiff is informed and believes and thereon alleges
19 that each of the fictitiously named defendants is responsible in some manner for the occurrences
20 herein alleged and that Plaintiff’s damages as herein alleged were proximately caused by their
21 conduct.

22 7. Plaintiff is informed and believes and thereon alleges that at all times herein
23 mentioned, that each of the Defendants, including DOES 1 through 100, inclusive, were acting as
24 the agents, servants, and employees of their co-defendants, and in doing the things hereinafter
25 alleged were acting within the scope of their authority as such agents, servants, and employees,
26 and with the permission and consent, either express or implied, of each of the co-defendants.

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1 ALLEGATIONS COMMON TO ALL CAUSES OF ACTION

2 **I. BACKGROUND INFORMATION**

3 5. Defendant MORISSEY is an internationally known musician who is best known
4 for his participation in the British musical group “The Smiths”.

5 6. Plaintiff is a personal security professional and has worked in that capacity for A-
6 list musicians and entertainers around the World.

7 7. MORRISSEY had previously hired Steyn to perform personal security and show
8 security services for him.

9 8. On information and belief, on or about May 7, 2014, in San Jose, California,
10 Morrissey had a disastrous show wherein during his rendition of the song, *One Day Goodbye*
11 *Will be Farewell* thirteen inebriated fans rushed the stage and made physical contact with the
12 artist who was forced to leave the stage due to lack of security.

13 9. The events of the May 7th show were broadcast on TMZ under a story entitled
14 “MORRISSEY ATTACKED ON STAGE During San Jose Concert.” The story read:

15 CHAOS at the **Morrissey** concert last night ... (yeah, you
16 read that right) ... when the singer was attacked by a fan in the
17 middle of a song, crashing to the ground ... and it was all caught on
18 video.

19 Morrissey was performing "One Day Goodbye will Be
20 Farewell" in San Jose, CA Wednesday night ... when a bunch of
21 fans broke through security to hug the singer.

22 At first, Morrissey seemed to be amused by the huggers ...
23 even chuckling at the situation ... but then some ahole ruined it for
24 everyone when he came after the singer HARD ... knocking him to
25 the ground.

26 Security rushed in ... and the band immediately stopped
27 playing. Unclear if Morrissey was injured in the incident or if the
28 fan was arrested. Story developing¹ ...

10. Defendants then initiated contact with Plaintiff. Defendants MORRISSEY and
KNUTSON begged STEYN to join the Tour as “Principal Security for Morrissey.

11. Mr. STEYN initially explained that he was about to fly to South Africa for
business and that he could not accept the contract.

¹ See: <http://www.tMZ.com/2014/05/08/morrissey-attacked-on-stage-concert-video/>

1 12. Defendants next pleaded for STEYN to join the tour. STEYN relented and agreed
2 to join the tour as Principal Security for Morrissey. Terms were orally agreed to and accepted.

3 13. On May 8th STEYN reported to MORRISSEY's hotel, checked in and joined the
4 tour that night in Santa Ana, CA in order to perform his obligations as Principal Security.

5 14. That same day, (May 8th), STEYN e-mailed KNUTSON and stated: "Per our call
6 last night please confirm via email my rate and duration for this Morrissey US tour." To which
7 KNUTSON replied:

8 Hi Bradley -

9 Please find attached Morrissey dates, taking us up
10 to June 21st in NYC.

11 You should be flying home on June 22.

12 Rate is - \$3,500 USD weekly, paid every two
13 weeks.

14 Per diem - \$ 25 , paid weekly.

15 Thanks,

16 Donnie

17 Donnie Knutson

18 Tour Manager - Morrissey

19 +1 512.848.XXXX worldwide mobile

20 marfagiant@gmail.com

21 skype : donnieknutson

22 AIM : donnieknutson

23 15. Morrissey has an unauthorized fan website, (www.Morrissey-solo.com), which is
24 plaintiff is informed and believes is owned and operated by run by David Tseng.

25 16. On information and belief, MORRISSEY had previously banned Mr. Tseng from
26 attending any MORRISSEY shows for life because of "Tseng's poisonous website" and the fact
27 that Tseng refused to censor members of Morrissey-solo.com from discussing MORRISSEY's
28 private life or criticizing his career moves².

² See: <http://www.torontosun.com/2011/07/13/morrissey-boots-fan-from-show>; and
http://www.contactmusic.com/news/morrissey-slaps-concert-ban-on-website-owner_1232483

1 17. On information and belief, on June of 2011, the dispute between MORRISSEY
2 and Tseng became so bitter that MORRISSEY and his entire band wore T-shirts with the words:
3 “FUCK Morrissey-Solo.com” during a concert in England.

4 18. Prior to the Santa Ana concert, Defendants discovered that Mr. Tseng was present
5 at the Venue and seeking general admittance via paid ticket.

6 19. Mr. Tseng was refused entrance to the Santa Ana show.

7 20. Post show, a discussion was had between MORRISSEY and KNUTSON. STEYN
8 was present for this conversation but did not participate.

9 21. In this discussion, MORRISSEY expressed that Tseng was the “bane of my
10 existence” and then asked those present “how do we find his home address?”

11 22. KNUTSON replied that Tseng “could be gotten rid of” and then quizzically
12 looked toward STEYN. KNUTSON then stated: “I am sure that Bradley [STEYN] could get his
13 home address.

14 23. Later that night, MORRISSEY directly asked STEYN if Tseng “could get hurt.”
15 STEYN did not answer and refused further participation in the conversation.

16 24. The next day, at a poolside conversation at MORRISSEY’s hotel, KNUTSON
17 fired STEYN.

18 **VENUE**

19 25. This court is the proper venue for this action in accordance with Code of Civil
20 Procedure section 395.

21 **FIRST CAUSE OF ACTION**

22 **FOR BREACH OF CONTRACT**

23 **(By Plaintiff Against All Defendants)**

24 26. Plaintiff re-alleges and incorporate all prior paragraphs of this Complaint as
25 though fully set forth herein.

26 27. On or about May 7, 2014, Plaintiff entered into the above referenced Agreement
27 pursuant to which STEYN agreed to perform services in return for compensation from the
28 Defendants.

1 28. The Plaintiff has complied with and performed all of the provisions, terms and
2 conditions on his part to be complied with and performed under the terms of the Agreement,
3 except for those provisions, terms and conditions which have been excused, waived, or made
4 impossible to perform by the acts of Defendants.

5 29. By contrast, Defendants have breached the Agreement.

6 30. As a result of Defendants failure to act in accordance with the terms of the
7 Agreement, the Plaintiff has been damaged in an amount according to proof at the time of trial.

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10 **SECOND CAUSE OF ACTION**
11 **BREACH OF THE IMPLIED COVENANT OF GOOD FAITH AND FAIR**
12 **DEALING**
13 **(By Plaintiffs Against All Defendants)**

14 31. Plaintiff re-alleges and incorporates all prior paragraphs of this Complaint as
15 though fully set forth herein.

16 32. In every contract or agreement there is an implied promise of good faith and fair
17 dealing. This means that each party will not do anything to unfairly interfere with the right of any
18 other party to receive the benefits of the contract.

19 33. Plaintiff faithfully executed all duties and obligations required pursuant to the
20 Agreement. Defendants on the other hand interfered with Plaintiff's right to receive the benefits
21 of the Contract by asking him to commit a criminal act. When STEYN refused to batter Tseng,
22 his services were terminated.

23 34. Defendants knew, or should have known, that his failure to exercise due care in
24 the course of his relationship with the Plaintiff would cause the Plaintiff to incur financial
25 damage.

26 35. As a proximate result of the aforesaid breach of implied covenant of good faith
27 and fair dealing by Defendants, Plaintiff is owed contractual and consequential damages in an
28 amount to be shown at the time of trial.

1 **THIRD CAUSE OF ACTION**

2 **FRAUD-PROMISE TO PERFORM WITHOUT INTENT TO PERFORM**

3 **(By Plaintiff Against All Defendants)**

4 36. Plaintiff incorporates herein all prior paragraphs of this Complaint as though fully
5 set forth herein.

6 37. On information and belief, throughout the relevant time period discussed in
7 further detail above, Defendants, induced the Plaintiff to forego other business opportunities,
8 while at the same time uttering false promises that they would act in Plaintiff's best interests (the
9 "False Promises"). In fact, Defendants had no intention of acting in Plaintiff's best interests;
10 rather, the Defendants true intention was to use STEYN for extra-contractual purposes.

11 38. At the time the Defendants made the "False Promises" to the Plaintiff, they had
12 no intention of performing in accordance with them.

13 39. The "False Promises", the falsity of which was known to the Defendants at the
14 time of such promises were made by them, were made with the intent to induce the Plaintiff to
15 make laborious investments to MORRISSEY and forego other financial opportunities.

16 40. At the time the "False Promises" were made and at the time STEYN took the
17 actions herein alleged, he was ignorant of the Defendants secret intention not to perform and the
18 Plaintiff could not, in the exercise of reasonable diligence, have discovered this secret intention.
19 In reliance on the "False Promises," the Plaintiff forewent many other opportunities which he
20 would have otherwise taken advantage of. Had Plaintiff known of the actual intentions of the
21 defendants, he would not have taken such action.

22 41. The aforementioned conduct of Defendants constituted a series of false promises,
23 and their failure to perform such promises directly caused Plaintiff to incur serious financial
24 harm, as well as mental and physical injury.

25 42. The aforementioned conduct was malicious and despicable conduct that subjected
26 Plaintiff to cruel and unjust hardships in conscious disregard of his rights, so as to justify an
27 award of exemplary and punitive damages pursuant to Civil Code §3294.

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FOURTH CAUSE OF ACTION
FRAUD-INTENTIONAL MISREPRESENTATION
(By Plaintiff Against All Defendants)

43. Plaintiff incorporates herein all prior paragraphs of this Complaint as though fully set forth herein.

44. Beginning on or about May 7, 2014, in order to induce Plaintiff to begin his laborious efforts as described herein, the defendants falsely and materially misrepresented to the Plaintiff that they sought his professional services based on his training, education and experience to serve as a Principal Security and not for any purposes outside of the terms of his negotiated contract.

45. On information and belief, Defendants knew that the above material misrepresentations and/or concealments were false at the time they were made, and they intended that Plaintiff rely on these misrepresentations.

46. At the time the False Representations were made, the Plaintiff was ignorant of the falsity of the Representations and the Plaintiff could not, in the exercise of reasonable diligence, have discovered Defendants' true secret intention(s).

47. In reliance on the False Representations, the Plaintiff forewent other financial opportunities and immediately reported to Santa Ana, California to serve as Principal Security for MORRISSEY.

48. Had the Plaintiff known of the actual intentions of Defendants, he would not have not have reported for Santa Ana to join the tour and would have pursued the other opportunities.

49. On information and belief, Defendants knew that the above misrepresentations and/or concealments would be material to Plaintiff's personal and business decisions, and that the misrepresentations were not known to Plaintiff, nor reasonably available to him. If not for such false representations, which Plaintiff justifiably relied on, he would not have continued would not have reported to duty and therefore would not have suffered the gravity of damages that they have.

1 50. The aforementioned conduct was malicious and despicable conduct that subjected
2 the Plaintiff to cruel and unjust hardship in conscious disregard of their rights, so as to justify an
3 award of exemplary and punitive damages pursuant to Civil Code §3294.

4 **PRAYER FOR RELIEF**

5 WHEREFORE, Plaintiff pray for judgment against Defendants, and each of them, as
6 follows:

7 **AS TO THE FIRST CAUSE OF ACTION**

- 8 1. For compensatory damages in an amount according to proof at the time of trial, but
9 no less than \$24,450.00;
- 10 2. For interest thereon at the maximum legal rate from the date of the breach to the date
11 of entry of judgment herein.

12 **AS TO THE SECOND CAUSE OF ACTION**

- 13 1. For compensatory damages in an amount according to proof at the time of trial but no
14 less than \$24,450.00;
- 15 2. For interest thereon at the maximum legal rate from the date of the breach to the
16 date of entry of judgment herein.
- 17 3. For exemplary or punitive damages in an amount appropriate to punish Defendants
18 and deter others from engaging in similar misconduct, but no less than \$240,000.00.

19 **AS TO THE THIRD CAUSE OF ACTION**

- 20 1. For compensatory damages in an amount according to proof at the time of trial, but
21 no less than \$24,450.00;
- 22 2. For interest thereon at the maximum legal rate from the date of the breach to the
23 date of entry of judgment herein.
- 24 3. For exemplary or punitive damages in an amount appropriate to punish
25 Defendants and deter others from engaging in similar misconduct, but no less than
26 \$240,000.00.
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AS TO THE FOURTH CAUSE OF ACTION

- 1. For compensatory damages in an amount according to proof at the time of trial;
- 2. For interest thereon at the maximum legal rate from the date of the breach to the date of entry of judgment herein.
- 3. For exemplary or punitive damages in an amount appropriate to punish Defendants and deter others from engaging in similar misconduct.

AND, AS TO ALL CAUSES OF ACTION

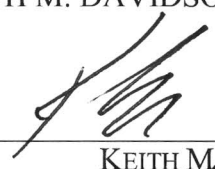
- 1. For costs of suit incurred herein;
- 2. For all such other and further relief as the court may deem just and proper.

JURY TRIAL DEMAND

Plaintiff hereby demand a jury trial on all issues so triable.

DATED: July ²⁸15, 2014

DAVIDSON & ASSOCIATES, PLC
KEITH M. DAVIDSON, ESQ.

By: 

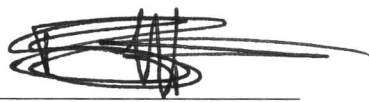
 KEITH M. DAVIDSON, ESQ.
 Attorneys for Plaintiff BRADLEY STEYN,

VERIFICATION

I, Bradley Steyn, am the plaintiff in the above-entitled action. I have read the foregoing complaint and know the contents thereof. The same is true of my own knowledge, except as to those matters that are therein alleged on information and belief, and as to those matters, I believe it to be true.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

DATED 28 July 2014



 BRADLEY STEYN