

1 Edwin F. McPherson – State Bar No. 106084
2 Pierre B. Pine – State Bar No. 211299
3 **McPHERSON LLP**
4 1900 Avenue of the Stars
5 25th Floor
6 Los Angeles, CA 90067
7 Tel:(310)553-8833
8 Fax:(310)553-9233

Electronically FILED by
Superior Court of California,
County of Los Angeles
4/06/2023 6:49 AM
David W. Slayton,
Executive Officer/Clerk of Court,
By Y. Tarasyuk, Deputy Clerk

Attorneys for Petitioner MICK MARS

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

11 MICK MARS, an individual)
12)
13)
14)
15)
16)
17)
18)
19)
20)
21)
22)
23)
24)
25)
26)
27)
28)
Petitioner,
v.
MÖTLEY CRÜE TOURING, INC., a
California corporation; MÖTLEY CRÜE,
INC., a California corporation; RED,
WHITE & CRUE, INC., a California
corporation; MASTERS 2000, INC., a
California corporation; CRUEFEST, LLC, a
California limited liability company;
MÖTLEY RECORDS, LLC, a California
limited liability company; MASTERS 2008,
LLC, a California limited liability company,
and DOES 1 through 100, inclusive,
Respondents.

CASE NO. **23STCP01055**
**VERIFIED PETITION FOR WRIT
OF MANDATE TO COMPEL
INSPECTION AND COPYING OF
BOOKS, RECORDS, AND
DOCUMENTS OF MÖTLEY CRÜE
TOURING, INC., MÖTLEY CRÜE,
INC., RED, WHITE & CRUE, INC.,
MASTERS 2000, INC., CRUEFEST,
LLC, MÖTLEY RECORDS, LLC, AND
MASTERS 2008, LLC**
(C.C.P §1085(a))

22 Petitioner MICK MARS (hereinafter “Petitioner”), who is a 25% shareholder or member
23 of Respondents MÖTLEY CRÜE TOURING, INC., MÖTLEY CRÜE, INC., RED, WHITE &
24 CRUE, INC., MASTERS 2000, INC., CRUEFEST, LLC, MÖTLEY RECORDS, LLC, AND
25 MASTERS 2008, LLC (hereinafter “Respondents”), petitions this Court for a Peremptory Writ
26 of Mandamus or other extraordinary Writ or Order to the Respondents, ordering and directing
27 Respondents immediately to make available to Petitioner for inspection and copying all company
28 records of Respondents that Petitioner sets forth in this Petition, or to which Petitioner may

1 request access from time to time. Petitioner alleges as follows:
2

3 INTRODUCTION

4 1. After 41 years as a founding member of the band Mötley Crüe, Petitioner Mick
5 Mars, the lead guitar player and backing vocalist for the band, announced that, due to his
6 horrifically debilitating Ankylosing Spondylitis, he could no longer tour with the band. He made
7 it clear, however, that he could still perform with them in a residency situation, could still record
8 with them, and could definitely still be a part of the band, but that he just could no longer
9 physically handle the rigors of the road.

10 2. How did Mars's brothers of 41 years respond to Mars's tragic announcement?
11 They noticed an emergency shareholders' meeting for the band's main corporate entity in order
12 to throw Mars out of the band, to fire him as a director of the corporation, to fire him as an
13 officer of the corporation, and to take away his shares of the corporation. When he did not go
14 away quietly, they purported to fire him from six additional band corporations and LLCs.

15 3. Suspicious from the manner in which the band was treating him, Mars requested
16 that they provide him with corporate and business documents from each of the band's
17 corporations and LLCs that were purporting to fire him, so that he could determine if they had
18 any semblance of a right to do so, and so that he could determine if the corporations and LLCs
19 had been operating properly, and what he may have missed as far as how he could be in such a
20 position.

21 4. Petitioner, by and through his counsel, brings this action to compel Respondents,
22 and each of them, to allow Petitioner to inspect certain of Respondents' corporate, accounting,
23 and third party records, pursuant to Corporations Code Sections 1500, *et seq.*, 1600, 1601, 1602,
24 17704.10, and 17701.13.

25 5. Petitioner is a 25% shareholder or member of each of the Respondent
26 Corporations. Shareholders of California corporations have a statutory right to inspect corporate
27 bylaws, shareholder records, stock records, and accounting and financial books and records, for
28 purposes reasonably related to the shareholder's interest as a shareholder. Cal. Corp. Code §§

1 1600 and 1601. Specifically, Corporations Code Section 1601(a)(1) provides the following:

2 The accounting books, records, and minutes of proceedings of the
3 shareholders and the board and committees of the board . . . shall be
4 open to inspection at the corporation’s principal office in California,
5 upon the written demand on the corporation of any shareholder . . .
6 for a purpose reasonably related to the holder’s interests as a
7 shareholder.

8 6. Petitioner is a director of Respondent Corporations. It is well settled law that
9 directors of California corporations have an unlimited statutory right to inspect the corporation’s
10 records and company information. Corporations Code Section 1602 provides that “[e]very
11 director shall have the absolute right at any reasonable time to inspect and copy all books,
12 records and documents of every kind”

13 7. Petitioner is a managing member of Respondent LLCs. Managers and members of
14 California limited liability companies have the statutory right to inspect specified company
15 information. Cal. Corp. Code § 17704.10(a). Section 17704.10(a) provides that, upon:

16 the request of a member or transferee, for purposes
17 reasonably related to the interest of that person as a
18 member or a transferee, a manager or, if the limited
19 liability company is member-managed, a member in
20 possession of the requested information, shall promptly
21 deliver, in writing, to the member or transferee, at the
22 expense of the limited liability company, a copy of the
23 information required to be maintained by paragraph
24 (1), (2), and (4) of subdivision (d) of Section 17701.13,
25 and any written operating agreement of the limited
26 liability company.

27 8. Petitioner has made written demands to Respondents to produce all records that
28 Respondents are required to maintain pursuant to Corporations Code Section 1600, 1601, 1602,

1 1603, and 17704.10. However, Respondents have refused Petitioner’s lawful, statutory request
2 for inspection of their records, in violation of their statutory obligation to produce such records
3 for inspection by a shareholder or member.
4

5 **THE PARTIES**

6 9. Petitioner is, and at all times herein mentioned was, an individual, residing in the
7 State of Tennessee, and is, and at all times herein mentioned was, a 25% shareholder in each
8 Respondent corporations, and a 25% member of each of the Respondent LLCs.

9 10. Petitioner is informed and believes and, based upon such information and belief,
10 alleges that Respondent MÖTLEY CRÜE TOURING, INC. (hereinafter “MCT”) is, and at all
11 relevant times herein was, a California corporation, organized and existing under the laws of the
12 State of California, with its principal place of business in the State of California, County of Los
13 Angeles. Said Respondent was formed as a business entity through which the band Mötley Crüe
14 does certain business.

15 11. Petitioner is informed and believes and, based upon such information and belief,
16 alleges that Respondent MÖTLEY CRÜE, INC. (hereinafter “MCI”) is, and at all relevant times
17 herein was, a California corporation, organized and existing under the laws of the State of
18 California, with its principal place of business in the State of California, County of Los Angeles.
19 Said Respondent was formed as a business entity through which the band Mötley Crüe does
20 certain business.

21 12. Petitioner is informed and believes and, based upon such information and belief,
22 alleges that Respondent RED, WHITE & CRUE, INC. (hereinafter “RWC”) is, and at all
23 relevant times herein was, a California corporation, organized and existing under the laws of the
24 State of California, with its principal place of business in the State of California, County of Los
25 Angeles. Said Respondent was formed as a business entity through which the band Mötley Crüe
26 does certain business.

27 13. Petitioner is informed and believes and, based upon such information and belief,
28 alleges that Respondent MASTERS 2000, INC. (hereinafter “Masters 2000”) is, and at all

1 relevant times herein was, a California corporation, organized and existing under the laws of the
2 State of California, with its principal place of business in the State of California, County of Los
3 Angeles. Said Respondent was formed as a business entity through which the band Mötley Crüe
4 does certain business. MTI, MCI, RWC, and Masters 2000 are collectively hereinafter referred
5 to as “Respondent Corporations.”

6 14. Petitioner is informed and believes and, based upon such information and belief,
7 alleges that Respondent CRUEFEST, LLC (hereinafter “Cruefest”) is, and at all relevant times
8 herein was, a California limited liability company, organized and existing under the laws of the
9 State of California, with its principal place of business in the State of California, County of Los
10 Angeles. Said Respondent was formed as a business entity through which the band Mötley Crüe
11 does certain business.

12 15. Petitioner is informed and believes and, based upon such information and belief,
13 alleges that Respondent MÖTLEY RECORDS, LLC (hereinafter “Mötley Records”) is, and at
14 all relevant times herein was, a California limited liability company, organized and existing
15 under the laws of the State of California, with its principal place of business in the State of
16 California, County of Los Angeles. Said Respondent was formed as a business entity through
17 which the band Mötley Crüe does certain business.

18 16. Petitioner is informed and believes and, based upon such information and belief,
19 alleges that Respondent MASTERS 2008, LLC (hereinafter Masters 2008”) is, and at all relevant
20 times herein was, a California limited liability company, organized and existing under the laws
21 of the State of California, with its principal place of business in the State of California, County
22 of Los Angeles. Said Respondent was formed as a business entity through which the band
23 Mötley Crüe does certain business. Cruefest, Mötley Records, and Masters 2008 are collectively
24 hereinafter referred to as “Respondent LLCs”

25 17. Petitioner is informed and believes and, based upon such information and belief,
26 alleges that DOES 1 through 50 are, and at all times herein mentioned were, corporations,
27 partnerships, or other business entities, which were and are legally responsible and liable for the
28 acts and events referred to in this Petition.

1 18. Petitioner is informed and believes and, based upon such information and belief,
2 alleges that DOES 51 through 100 are, and at all times herein mentioned were, individuals, who
3 were and are legally responsible and liable for the acts and events referred to in this Petition.

4 19. Petitioner is ignorant of the true names and capacities of Respondents sued herein
5 as DOES 1 through 100, inclusive, and therefore sues said Respondents under such fictitious
6 names. Petitioner will seek leave to amend this Petition to allege their true names and capacities
7 when the same have been ascertained.

8 20. Petitioner is informed and believes and, based upon such information and belief,
9 alleges that Respondents, and each of them, were the alter egos, agents, employees, partners,
10 joint-venturers, co-conspirators, owners, principals, and employers of the remaining
11 Respondents, and each of them, and are, and at all times herein mentioned were, acting within
12 the course and scope of that agency, employment, partnership, conspiracy, ownership, or joint-
13 venture. Petitioner is further informed and believes and, based upon such information and
14 belief, alleges that the acts and conduct herein alleged of each such Respondent were known to,
15 authorized by, and/or ratified by the other Respondents, and each of them.

16
17 **JURISDICTION AND VENUE**

18 21. This Court has jurisdiction over this action because each of Respondent
19 Corporations and each of Respondent LLCs is incorporated and/or organized in the State of
20 California, and one or more of the shareholders of Respondent Corporations and one or more of
21 the members of the Respondent LLCs is a resident of the State of California, County of Los
22 Angeles. In addition, each of the Respondents' principal place of business is located in the State
23 of California, County of Los Angeles.

24 22. Venue is proper in this Judicial District because the events giving rise to the claims
25 made herein occurred in this Judicial District.

26 ///

27 ///

28 ///

1 **FACTUAL ALLEGATIONS**

2 ***Background***

3 23. In or about 1981, Mars, after having played guitar in many bands in the Los
4 Angeles area, put a want ad in *The Recycler*, which was answered by Nikki Sixx and Tommy
5 Lee, who were forming a band. After a successful audition, Mars joined Sixx and Lee, and they
6 started auditioning lead singers.

7 24. At one point, although Lee had gone to high school with Vince Neil (hereinafter
8 “Neil”), a singer from Covina, California, it was Mars, who had seen Neil perform with another
9 band, that suggested that Neil join the band, which he did. Ultimately, it was also Mars that
10 came up with the name “Mötley Crüe.”

11 25. Mars played lead and rhythm guitar, and sang backing vocals, for the band for 41
12 years. In fact, only he and Sixx stayed in the band continuously throughout the band’s existence,
13 as Neil and Lee left the band at different times, ultimately to return. Similarly, only Mars and
14 Sixx were shareholders and members in the band’s corporations and LLCs throughout the band’s
15 existence.

16 26. As the band once said, “Mick’s sound helped define Mötley Crüe from the minute
17 he plugged in his guitar at our very first rehearsal together.”

18
19 ***Band Controversy***

20 27. The 41 years with Mötley Crüe was not without incident. Two of the members
21 (not Mars) were addicted to heroin for much of their careers, and one has had a continuous,
22 severe alcohol addiction.

23 28. One of the members (not Mars) was in the middle of a three-day cocaine and
24 alcohol binge, when he ran out of alcohol, and drove to a liquor store for more liquor (with at
25 least two times the legal blood alcohol limit). On his way home, he got into an accident doing
26 65 miles an hour in a 25 mile per hour zone, killing his passenger, a fellow musician, for which
27 he was convicted of manslaughter, sent to jail and five years of probation, and ordered to pay
28 \$2.6 Million restitution, with 200 hours of community service. Years later, he filed for

1 Bankruptcy protection. He was later fired from the band.

2 29. That same member was arrested for attacking a record producer. Two years later,
3 he was arrested for choking a prostitute, and throwing her against a wall. The next year, he was
4 arrested for punching a sound man. A few years later, he pled no contest to a reckless driving
5 charge to avoid a DUI conviction. A few years after that, he was convicted of, and went to jail
6 for, drunk driving. A year later, he was arrested for battery. A few years after that, he was
7 arrested for battery after he pulled a female autograph seeker to the ground by her hair.

8 30. Another band member (not Mars) was placed on probation repeatedly for a series
9 of violent incidents, and was ultimately convicted of felony spousal abuse for repeatedly kicking
10 his wife while she was holding their 7-week old baby. This led to three-year suspended prison
11 sentence, with six-months in jail and three years probation, and a rebuke from the judge that his
12 conduct was “intolerable in any kind of civilized society.”

13 31. Another band member (not Mars) was jailed in Japan when, under the influence of
14 halcion and alcohol, and reacting to finding out about Mars’s relationship with a backup dancer
15 (whom Mars ultimately married), hurled a bottle of Jack Daniel’s at Mars to scare him, and
16 ended up injuring a random Japanese passenger in the head when the bottle shattered on the front
17 wall of a railroad car on a bullet train.

18 32. The same band member was convicted of inciting a riot at a show in Greensboro,
19 North Carolina.

20
21 ***Band Decisions***

22 33. Over the years, Sixx often executed “band decisions” without the consent or even
23 the knowledge of all of his bandmates. In fact, at one point, he maneuvered himself into having
24 a “supervote” in the band, whereby he essentially had a double vote to avoid ties.

25 34. The other members have been routinely sent documents with instructions to “sign
26 immediately” (on Friday, at 5:00 p.m.), often with a note that everyone else had already signed,
27 which on many occasions proved to be untrue.

28 ///

1 *Mars's Painful and Chronic Disability*

2 35. For most of his professional career, Mars has suffered from Ankylosing
3 Spondylitis (hereinafter "AS"), which is a chronic, inflammatory form of arthritis that mainly
4 affects the spine and pelvis.

5 36. Mars was initially diagnosed with the disease when he was 27 years old; the
6 disease has increasingly impaired Petitioner's movement throughout his life, and has caused him
7 severe chronic pain. This condition and pain led to hip-replacement surgery at the end of 2004.

8 37. Over the years, this disease caused Mars's lower spine to seize up and freeze
9 completely solid, causing scoliosis in his back, and also compressing his spine downward, so
10 that he is now at least three inches shorter than he was in high school. His spine is now
11 completely seized from pelvis to skull, a condition known as "bamboo spine." He cannot move
12 his head in any direction. The extraordinary amount of inflammation present in Mars's body
13 also causes tremendous fatigue, so that, among other things, he must sleep over 24 hours after
14 traveling overseas.

15 38. During much of the band's recent tenure, Sixx continually "gaslighted" Mars by
16 telling him that he (Mars) had some sort of cognitive dysfunction, and that his guitar playing was
17 sub par, claiming that Mars forgot chords, and sometimes started playing the wrong songs.

18 39. In 2022, Mötley Crüe entered into an agreement with Live Nation to do a U.S.
19 stadium tour with Def Leppard, Poison, and Joan Jett, and later going on to the rest of the world
20 with Def Leppard. Initially, they were to do 12 stadium dates in the U.S.

21 40. Before the tour started, Mars advised the band's management that, as a result of
22 the excruciating pain and other issues related to his AS and the rigors of the road, the U.S. leg of
23 this world tour would be his last tour. He also made it very clear that he was not retiring, and
24 that he would make himself readily available for recording, Vegas (or other locations)
25 residences, and any other band-related activities.

26 41. The band's manager stated that he accepted and understood Mars's decision, and
27 that everything would be fine. He assured Mars that there would not be any problems, and that
28 the fans would be informed with dignity.

1 42. Although Mars had indicated that the 12 U.S. stadium dates would be his last
2 shows while touring, the 12 anticipated shows ultimately expanded to 36 shows, and Mars
3 performed at every single one of them, in constant pain.

4 43. Sixx's gaslighting came to a crescendo during the stadium tour, when he, knowing
5 that this was Mars's last tour as a result of his increasingly painful and debilitating AS, and
6 apparently already plotting to force him out of the band and take his shares, repeatedly told Mars
7 that he was playing the wrong chords, and that fans were complaining about his playing.

8 44. Astonishingly, Sixx made these claims about Mars's playing while he (Sixx) did
9 not play a single note on bass during the entire U.S. tour. Ironically, 100% of Sixx's bass parts
10 were nothing but recordings. Sixx was seen fist pumping in the air with his strumming hand,
11 while the bass part was playing.

12 45. In fact, a significant portion of Neil's vocals were also pre-recorded. Even some
13 of Lee's drum parts were recordings. Some fans actually noticed that Lee was walking toward
14 his drum set as they heard his drum part begin.

15 46. Mars, at times on the tour, did play the wrong chords, but not due to any cognitive
16 dysfunction. He was playing live, and his in-ear monitors were constantly malfunctioning,
17 causing Mars to be unable to hear his own instrument.

18 47. The fact is that Mars is rarely mocked or criticized online. He is a quiet member
19 of the group, who shows up to play, and puts his heart and soul into each performance.
20 Conversely, other band members are often criticized online, particularly Neil, who is routinely
21 torn to shreds for, among other things, not remembering the songs.

22 48. Mars's last concert date was September 9, 2022.

23
24 ***Post-U.S. Tour Treatment By Mötley Crüe***

25 49. Just one month later, and still several months before the world tour was to resume,
26 an attorney purporting to represent MCI and RWC (but who had represented Mars in the past)
27 sent a draft "Separation and Release Agreement" to Mars's attorney on October 14, 2022. The
28 agreement acknowledged that "Mars is an officer, director, and shareholder of the Mötley Crüe

1 entities,” but erroneously indicated both that “*Mars no longer desires to furnish his services*
2 *and perform in the Band,*” and “*Mars no longer desires to be an officer or director of the*
3 *Mötley Crüe entities.*” The agreement went on the state that “*Mars hereby resigns as an officer*
4 *and director of the Mötley Crüe Entities effective as of October __, 2022 (“Effective Date”).*”

5 50. After 41 years as a founding band member, and shareholder, officer, and director
6 of all of the Mötley Crüe entities, the agreement provided that Mars’s share in the band’s touring
7 profits was to decrease from 25% to 5% for the remaining portion of the tour, and to 0% for any
8 and all future tours.¹

9 51. With respect to merchandise, and the name and good will of Mötley Crüe that
10 Mars helped to build over that same period, again the agreement provided that Mars’s share was
11 to be reduced from 25% to 5% for any merchandise using the name “Mötley Crüe,” and/or any
12 related logo, and 0% for any merchandise that named or depicted the guitar player that the band
13 hired to replace Mars on tour, John 5.

14 52. In exchange for this reduction from 25% to 5%, “Mars shall be deemed to have
15 transferred any and all right, title or interest he may have in any of the income, assets,
16 tradenames, and/or goodwill of the Band to Mötley Crüe, Inc., so that Mars shall have no right,
17 title or interest in any of the income, assets, tradenames, and/or goodwill of the Band.”

18 53. At the same time, the agreement allowed the band to use Mars’s name and likeness
19 indefinitely, requiring him to “ratif[y] and consent[] to the continuing use and exploitation of his
20 name and likeness by Live Nation, Global, and the Mötley Crüe Entities, including, but not
21 limited to, in accordance with the terms of the Touring Agreement and Merchandising
22 Agreement and on all existing designs, merchandise, and inventory.”

23 54. Finally, the agreement required Mars to release the band from any and all liability
24 – essentially giving up any claims that he might have against the band.

25 ///

26
27 ¹Countless members have left countless bands (typically after much less than 41
28 years), or died, and still maintained (or their estates maintained) their shareholder, officer,
and director status, as well as their concomitant right to profits.

1 55. Eleven days later, on October 25, 2022, when Mars did not immediately sign the
2 horribly unfair and one-sided “Separation and Release Agreement,” Mars was served with a
3 “Notice of Special Meeting of Shareholders of Mötley Crüe, Inc., in which it was announced that
4 “Nikki Sixx, as the President of Mötley Crüe, Inc. (the “Corporation”), at the direction of a
5 majority of the Corporation’s directors,” scheduled a special meeting of MCI’s shareholders, via
6 Zoom, for November 4, 2022 (the minimum amount of notice allowed).

7 56. The Notice went on to state that the “purpose of this special meeting will be to
8 consider and act on the following matters: (1) *Acceptance of the resignation of Mick Mars*; (2)
9 *Termination of Mick Mars as an officer and director of [MCI] and the purchase of his shares*
10 *in [MCI]*; and (3) Employment of a replacement guitarist for Mick Mars.

11 57. On October 26, 2022, Mars released the following press statement:

12 Mick Mars, co-founder and lead guitarist of the heavy
13 metal band Mötley Crüe for the past 41 years, has
14 announced today that, due to his ongoing painful
15 struggle with Ankylosing Spondylitis (A.S.), he will no
16 longer be able to tour with the band. Mick will
17 continue as a member of the band, but can no longer
18 handle the rigors of the road. A.S. is an extremely
19 painful and crippling degenerative disease, which
20 affects the spine.

21 58. Although Mars made it clear in his press statement that he was not retiring from
22 the band, but only unable to tour with them, the remaining band members (and shareholders)
23 released their own statement, less than 24 hours later, announcing that Mars was “retiring from
24 the band,” and that guitarist John 5 was replacing him. The statement was signed: “We’ll see all
25 you Crüeheads out on the road! Vince, Tommy & Nikki.”

26 59. On November 2, 2022, Mars’s attorney wrote to MCI’s attorney, responding to the
27 “Separation and Release Agreement.” In the letter, Mars’s attorney disabused MCI’s counsel of
28 his notion that Mars “no longer desires to furnish his services and perform in the band,” and that

1 Mars “no longer desires to be an officer or director of the Mötley Crüe Entities.” He also
2 pointed out the unfairness of the band’s “offer,” and made a counter-offer.

3 60. Mars’s counsel wrote: “***Mr. Mars has no desire to leave the group, or otherwise***
4 ***give up his position as an officer or a director of the various corporations, and he certainly***
5 ***has no desire to give up his shares in those corporations. He simply is not physically able to***
6 ***perform on tours anymore, due to the increasingly severe pain and discomfort that has***
7 ***overcome his body from his Ankylosing Spondylitis. He does not rule out performing***
8 ***occasionally with the band; nor performing during some sort of ‘residence.’ He simply can***
9 ***no longer handle the riggers of touring on the road.***”

10 61. Finally, Mars’s counsel insisted that the band not be allowed to gang up on Mars
11 during the shareholders meeting, and that Mars’s counsel and his business manager be allowed
12 to attend the meeting. Counsel also requested that the meeting be recorded via Zoom, or
13 otherwise stenographically recorded by a certified court reporter, as is fairly standard of such
14 meetings.

15 62. On November 3, 2022, the day before the MCI shareholders’ meeting, a different
16 attorney for the band, one who had represented Mars and the band (with Mars in it) on numerous
17 occasions, wrote to Mars’s attorney in response to the November 2 letter, indicating how
18 reasonable their offer of 5% was, and how, when one member had been thrown out of the band,
19 and another member quit the band, decades earlier, they did not receive anything.

20 63. There was no counter-offer to Mars’s counter; there was just a threat that, if Mars
21 did not accept the original (5%) offer, he would be removed as an officer and director of all of
22 the band’s corporate entities, and they would force him to sell his shares of MCI to them “based
23 on book value with no value assigned to the Mötley Crüe name.” “***As such, if your client rejects***
24 ***the severance package that was graciously offered to him by the band, he will get next to***
25 ***nothing. I suggest you think about the repercussions of this decision.***”

26 64. The provision of the 1987 MCI shareholder agreement that the band’s attorney
27 cited for Mars’s ouster as an officer and director was Section 1(g)(vi). To give it context,
28 Section 1(g) is entitled “Termination of an Officer or Director.” The grounds for termination are

1 set forth in Sections 1(g)(i)-(vi), as follows:

- 2 (i) Engaged in *misconduct or a willful breach* of this Agreement
3 or of the Shareholder’s Employment Agreement with MC of
4 such a nature as to *render such Shareholder’s continued*
5 *presence as an officer or director of MC personally or*
6 *professionally obnoxious or detrimental* to the other
7 Shareholders of MC; or
- 8 (ii) Been *convicted* by final action of any court of any offense
9 punishable as a *felony* involving moral turpitude; or
- 10 (iii) Made an *assignment for the benefit of the creditors* or been
11 declared, or has filed a petition seeking to be declared, a
12 bankrupt;
- 13 (iv) Been *declared to be insane or incompetent* to manage such
14 Shareholder’s affairs; or
- 15 (v) *Caused MC to be convicted of a crime* or to incur criminal
16 penalties in material amounts; or
- 17 (vi) Engaged in *other conduct constituting legal cause* for such
18 termination.

19 65. Section 1 of the 2008 Amendment to Shareholders Agreement for MCI amended a
20 portion of Sections 1(g)(i)-(vi) of the MCI Shareholder Agreement by providing that “[a]ny and
21 all references to the Employment Agreement as set forth in the Shareholders Agreement shall
22 hereby be deemed null and void (i.e., all terms and conditions of the Employment Agreement no
23 longer apply).”

24 66. Notwithstanding that one or more of the other band members had violated almost
25 all of the first five subsections, the band chose subsection (vi) to oust Mars out of being a
26 shareholder, officer, and director of the band’s entities. Essentially, the band’s position was and
27 is that Mars, because he suffers from a debilitating disease, has *“engaged in other conduct*
28 *constituting legal cause for such termination.”*

1 67. In further support for their claim, the band’s attorneys asserted the following:
2 **“There is undisputed legal cause here for Mick’s removal. Mick is unable to perform as a**
3 **full-fledged band member. Among other things, as demonstrated during the last tour, he**
4 **repeatedly forgets his chords, does not play the right song, plays chords of a different song**
5 **while on stage, and so on.”**

6 68. Of course, even if the foregoing were true, which it most certainly is not: (1) It is
7 difficult to imagine how playing the wrong chord could be “other conduct constituting legal
8 cause for such termination” when the others’ performances were largely (and in Sixx’s case
9 100%) prerecorded; and (2) Mars was the first one not only to admit, but actually to *announce*,
10 that he could no longer perform on tour; not playing on tour has literally nothing to do with
11 whether or not he can act as a shareholder, officer, or director of the band’s corporate and LLC
12 entities, including MCI.

13 69. The band’s attorneys closed the letter by making it clear that they would not allow
14 any videotaping of the shareholders meeting, no stenographer would be allowed, Mars’s
15 business manager would not be allowed to attend, and Mars’s attorney “can attend as an
16 observer.”

17 70. On the same day, November 3, 2022, Mars’s attorney wrote back to the band’s
18 attorney, reiterating Mars’s request that the meeting be recorded, and expressing confusion about
19 “what the band has to hide with respect to this particular meeting.”

20 71. In addition, Mars’s attorney stated the following:

21 Next, if the Shareholders Meeting proceeds tomorrow
22 as you describe, it appears that the band is pulling the
23 reverse of the old “you can’t fire me, I quit.” Quite
24 clearly, Mr. Mars has not, as other members of the
25 band have, violated the terms of Paragraph 1(g). **Your**
26 **attempt to squeeze some alleged performance issues**
27 **into the phrase “conduct constituting legal cause for**
28 **such termination” is absurd. More importantly,**

1 *however, for the band to think long and hard about,*
2 *is that asserting this as a basis for termination also*
3 *opens the door for a lot of public scrutiny into the*
4 *quality of the performances by the other members of*
5 *the band.*

6 72. Finally, Mars’s attorney raised the issue of conflict of interest in connection with
7 the attorney’s representation of the band’s manager and his companies for several years, and his
8 representation of the band, including Mars, and Mars individually. Mars has yet to receive a
9 response to that conflict inquiry.

10 73. Within minutes, the band’s attorney responded as follows: “*You don’t get to*
11 *dictate the rules of how this corporation does its business-as it has for many years. [The*
12 *business manager] will not attend. The meeting will not be recorded. MCI meetings have*
13 *never been recorded. You will be there as an observer. If you disrupt or interrupt the*
14 *meeting, or prevent it from going forward, you will be asked to leave. All rights reserved.”*
15

16 ***Mötley Crüe, Inc. Shareholders’ Meeting***

17 74. On November 4, 2022, MCI held its shareholders’ meeting. The meeting was run
18 by the attorney who had been writing most of the correspondence to Mars’s attorney. The
19 meeting was attended by two of the three other shareholders, the band’s manager, Mars, and
20 Mars’s attorney. Mars’s business manager, the person in charge of all of Mars’s finances, was
21 not allowed to attend the meeting.

22 75. During the meeting, Sixx made it clear to Mars that he believed that the offer was
23 a generous one, and that Mars, after 41 consecutive years with the band, did not deserve
24 anything going forward. He also made it clear that the other members were never going to agree
25 to allow Mars to collect any income for any touring beyond the present world tour.

26 76. Sixx further “gaslighted” Mars by severely criticizing his performances on the U.S.
27 tour, and exclaimed that there is no way that the band could tour with Mars anymore.

28 ///

1 77. Mars’s attorney pointed out that it was *Mars* who was already saying that he could
2 no longer tour with the band (not because he was playing poorly, and certainly not playing more
3 poorly than band members who were not playing at all – but because he could no longer
4 physically handle the rigors of the road, due to his disease), but that none of this – physical
5 exhaustion, or even subpar performance – meant that Mars could no longer be, or *should* no
6 longer be, a shareholder or director of the band’s corporate Entities, or a member of the band’s
7 LLCs.

8 78. The other three members agreed to reconsider their prior “take it or leave it offer,”
9 but nevertheless voted to oust Mars from MCI and RWC as a director and officer, and to
10 purchase his shares in the corporation for “book value,” which they claimed was essentially *no*
11 value. However, they agreed to postpone their decision for two weeks, pending more
12 discussions between the parties.

13
14 ***Post-Shareholders’ Meeting Communication***

15 79. When the two weeks came and went, MCI’s attorneys advised Mars’s attorneys
16 that they needed more time to come up with a counter-offer to Mars’s counter. However, when
17 MCI’s attorneys finally sent over a redline draft agreement, one that was compared to their own
18 original offer, it was more red than black.

19 80. Although they offered to raise Mars’s share of the profits from the Live Nation
20 tour from 5% to 7½% (even though the cost of Mars’s replacement guitarist on the road was a
21 fraction of the 17½% that they were trying to take away from Mars), they also changed other
22 parts of the agreement, so that it was impossible to determine whether the apparent increase of
23 2½% really was an increase at all.

24 81. In addition, instead of requiring Mars to divest his interests simply in MCI and
25 RWC, as the original draft agreement had required, the new agreement still required Mars to
26 divest his complete interest in MCI and RWC, but now also required him to divest his interest in
27 five additional corporations and LLCs, some of which Mars did not even recognize.

28 ///

1 82. As a result, Mars felt that it was absolutely necessary to gather all of the corporate
2 documents associated with these companies, and to have a transactional corporate attorney
3 review the documents.

4 83. However, on January 12, 2023, the band’s attorneys e-mailed Mars’s attorney,
5 purporting to “follow up” on the previous e-mails and draft agreement.

6 84. Mars’s attorney responded on January 13, 2023 that he had advised the band’s
7 attorney that Mars wanted to have a corporate attorney look at the situation, “which, because of
8 the holidays, was impossible to accomplish until recently.”

9 85. However, on January 13, 2023, the band’s attorney responded as follows:

10 Mick resigned and left the band. He had exposure
11 under the Live Nation deal but the band got him out of
12 his obligations. Per our correspondence, and the
13 corporate documents, ***Mick is entitled to nothing. Yet,***
14 ***the band was gracious to give him a generous***
15 ***severance package.*** The discussions regarding Mick’s
16 severance have been going on since last summer.
17 There was a board meeting in November to exercise
18 the band’s rights to buy out Mick’s shares. Despite the
19 decision to buy Mick out, as a courtesy, the band
20 agreed to an extension to finalize the severance and
21 gave Mick even better terms. You have had the draft
22 agreement since last month and plenty of time to
23 review. The band needs closure and to move on, one
24 way or another. No more delays. ***The deadline to***
25 ***finalize this deal is the close of business on Friday,***
26 ***January 20; or we proceed pursuant to the***
27 ***resolutions reached at the board meeting. We reserve***
28 ***all rights.***

1 86. On January 20, 2023, the unilaterally-imposed deadline for responding, Mars’s
2 attorneys sent a detailed letter to the band’s attorneys indicating that having a horrific,
3 debilitating disease could not possibly be construed as “conduct constituting legal cause for []
4 termination,” in accordance with Section 1(g)(vi) of the Shareholder Agreement, “[s]tripped to
5 its basest, if the band purports to terminate Mr. Mars as a officer or director, and/or attempts to
6 force the sale of his shares in MCI, it is doing so solely because of Mr. Mars’s disability, in clear
7 violation of California and Federal law.”

8 87. In the letter, Mars’s attorney also advised the band’s attorneys that the entire
9 Shareholder Agreement was void and unenforceable, and that the band could not force Mars to
10 sell his shares at all (meaning that he would still be entitled to 25% of the revenue of the band,
11 less expenses, including the expense of hiring a new guitar player for the road.

12 88. Nevertheless, Mars’s attorney indicated that Mars would still be willing to resolve
13 the matter in the manner that Mars had originally suggested, i.e., that he would receive 15% of
14 the band’s profits, but that, because Mars owns 25% of the good will in the name of the band, he
15 should be entitled to a percentage of the band’s continuing touring profits beyond the Live
16 Nation tour.

17 89. Eighteen days later, when Mars’s attorneys received no response to Mars’s
18 counter-offer, they send separate requests to each of the corporations and LLCs, requesting
19 specific corporate and LLC documents.

20 90. Seven days after the requests were sent, Mars’s attorney received an e-mail from
21 the band’s attorney – not responding to Mars’s counter-offer – not responding to any of the
22 aforementioned requests – but attaching a Demand for Arbitration that the other band members
23 had filed against Mars, essentially suing him to establish that Mars is no longer an officer,
24 director, or shareholder of MCI. They clearly commenced an arbitration, rather than a public
25 lawsuit, so that the public would not be aware of the deplorable manner in which they treated
26 their “brother” of 41 years.

27 ///

28 ///

1 ***Requests for Documents***

2 91. The MCT Agreement of Shareholders states that the Managing Shareholder shall
3 maintain books, records, and other documents required by Section 1500 (books and records of
4 account, minutes of shareholder and board meetings, share ledger), and shall furnish an annual
5 report to the shareholders.

6 92. The MCI Agreement of Shareholders also states that the Managing Shareholder
7 shall maintain books, records, and other documents required by Section 1500 (books and records
8 of account, minutes of shareholder and board meetings, share ledger), and shall furnish an
9 annual report to the shareholders.

10 93. The MCI Amended and Restated Bylaws require that the following records be
11 maintained: (i) Article IV Section 5 - record of all proceedings of all shareholder and director
12 meetings, and meetings/actions by written consent; and (ii) Article IV Section 12 - full and
13 accurate account of receipts and disbursements, an annual account of all transactions and an
14 annual account of the financial condition of the corporation.

15 94. The Masters 2000 Bylaws provides that each shareholder has an absolute right at
16 any reasonable time to inspect and copy all books, records, and documents, of every kind, in
17 person or by attorney/agent, and specify (but are not limited to) the following documents by
18 name:

19 (a) Article II, Section 8 - Shareholder written consent and/or shareholder
20 proxies.

21 (b) Article IV, Section 9 - Minutes of meetings of director and shareholders,
22 Stock ledger/share register.

23 (c) Article IV, Section 10 - adequate and correct books of account of business
24 and property of the corporation, including accounts of its assets, liabilities receipts,
25 disbursements, gains., losses, capital surplus, and shares.

26 (d) Article V, Section 3 - annual report of directors containing a balance sheet,
27 profit/loss and statement of changes to financial position.

28 (e) Article V, Section 5 - Copy of bylaws and amended bylaws.

1 95. Independent of governance documents of the Mötley entities, the California
2 Corporations Code provides statutory rights of inspection for corporate shareholders and
3 corporate directors. Petitioner is a shareholder of the Respondent Corporations, and has a
4 statutory rights to inspect the accounting books, accounting records, and minutes of shareholder
5 and director meeting books and records for the purpose of determining the true value of his
6 shareholder interests in the Respondent Corporations. Corporations Code Section 1600(a)(1)
7 provides the following:

8 The accounting books, records, and minutes of
9 proceedings of the shareholders and the board and
10 committees of the board of any domestic corporation . .
11 . shall be open to inspection at the corporation’s
12 principal office in this state, . . upon the written
13 demand on the corporation of any shareholder . . . at
14 any reasonable time during usual business hours, for a
15 purpose reasonably related to the holder’s interests as a
16 shareholder.

17 96. Petitioner is a director of the Respondent Corporations, and has an unconditional
18 statutory right to inspect the Respondent Corporations’ books, records, documents of every kind,
19 accounting books, accounting records, and minutes of shareholder and director meetings in their
20 entirety. Under a separate code section, Corporations Code Section 1602 provides corporate
21 directors with an unlimited right of inspection:

22 Every director shall have the *absolute right* at any
23 reasonable time to inspect and copy all books, records
24 and documents of every kind and to inspect the
25 physical properties of the corporation of which such
26 person is a director and also of its subsidiary
27 corporations, domestic or foreign. (Emphasis added).

28 ///

1 97. Records and documents included in the statutory inspection rights for corporations
2 are described in Corporations Code Section 1500, as follows:

3 Each member, manager, and transferee has the right,
4 upon reasonable request, for purposes reasonably
5 related to the interest of that person as a member,
6 manager, or transferee, to each of the following:

- 7 (1) To *inspect* and copy during normal business
8 hours any of the *records* required to be
9 maintained pursuant to Section 17701.13.
10 (2) To obtain in writing from the limited liability
11 company, promptly after becoming available, a
12 copy of the limited liability company's federal,
13 state, and local income tax returns for each
14 year." (Emphasis added.)

15 98. Records and documents included in the statutory LLC inspection rights are
16 described with particularity in Corporations Code Section 17701.13(d), as follows:

17 Each limited liability company shall maintain in
18 writing or in any other form capable of being
19 converted into clearly legible tangible form at the
20 office referred to in subdivision (a) all of the
21 following:

- 22 (1) A current list of the full name and last known
23 business or residence address of each member
24 and of each transferee set forth in alphabetical
25 order, together with the contribution and the
26 share in profits and losses of each member and
27 transferee.

28 ///

- 1 (2) If the limited liability company is a
2 manager-managed limited liability company, a
3 current list of the full name and business or
4 residence address of each manager.
- 5 (3) A copy of the articles of organization and all
6 amendments thereto, together with any powers
7 of attorney pursuant to which the articles of
8 organization or any amendments thereto were
9 executed.
- 10 (4) Copies of the limited liability company's
11 federal, state, and local income tax or
12 information returns and reports, if any, for the
13 six most recent fiscal years.
- 14 (5) A copy of the limited liability company's
15 operating agreement, if in writing, and any
16 amendments thereto, together with any powers
17 of attorney pursuant to which any written
18 operating agreement or any amendments thereto
19 were executed.
- 20 (6) Copies of the financial statement of the limited
21 liability company, if any, for the six most recent
22 fiscal years.
- 23 (7) The books and records of the limited liability
24 company as they relate to the internal affairs of
25 the limited liability company for at least the
26 current and past four fiscal years."

27 99. On February 8, 2023, Petitioner's attorney wrote to counsel for Respondents,
28 requesting various business documents separately from each of the Respondent Corporations,

1 including the following:

2 (a) Copies of all executed minutes of meetings of shareholders of said
3 corporation, and of the directors of said corporation, and all executed actions taken by written
4 consent in lieu of meetings of the shareholders and/or directors;

5 (b) Copies of the articles of incorporation of said corporation, including any
6 amendments and restatements thereof, and of the bylaws of said corporation, including any
7 amendments or restatements thereof;

8 (c) A copy of said corporation's general ledger, in electronic format, and in the
9 same form and manner that such general ledger is regularly kept and/or maintained by said
10 corporation, its accountants, and/or its bookkeepers;

11 (d) Copies of all of said corporation's financial statements, including but not
12 limited to pro forma financial statements, income projections, and other similar or related
13 documents, for the annual periods ending December 31, 2020, December 31, 2021 and
14 December 31, 2022;

15 (e) Copies of all of said corporation's federal, state, and local income tax
16 returns, and all amendments thereof, for years 2020, 2021, and 2022. If income tax returns for
17 the period ending December 31, 2022 have not yet been filed, then said corporation was to
18 provide a copy of the latest draft of the income tax returns for such unfiled period, for all of the
19 jurisdictions requiring filing;

20 (f) Copies of any and all contracts, agreements, or other evidence of payment
21 of consideration of greater than \$25,000.00 between said corporation and third parties, or any of
22 its officers, directors, and/or shareholders, that is or was in effect at any time during the years
23 2020, 2021, 2022, or 2023, including, but not limited to, all written and/or oral contracts
24 concerning activities, arrangements, and agreements of said corporation, which are either not
25 finalized or in effect, which are now in effect, and/or those which are anticipated in the future

26 100. On February 8, 2023, Petitioner's attorney wrote to counsel for Respondents,
27 requesting various LLC documents separately from each of the Respondent LLCs, including the
28 following:

1 (a) A copy of the articles of organization of said LLC, and all amendments or
2 restatements thereto, as well as complete list of names and addresses of all managers and
3 members of said LLC.

4 (b) A copy of said LLC's written and executed operating agreement, and any
5 amendments thereto, together with any powers of attorney pursuant to which any written
6 operating agreement or any amendments thereto were executed. If the written operating
7 agreement is not executed, a copy of the most recent draft of the operating agreement, and names
8 of those persons who received a copy of the operating agreement.

9 (c) A copy of said LLC's general ledger, in electronic format, and in the same
10 form and manner that such general ledger is regularly kept and/or maintained by said LLC, its
11 accountants, and/or its bookkeepers;

12 (d) Copies of all of said LLC's financial statements, including, but not limited
13 to, pro forma financial statements, income projections, and other similar or related documents,
14 for the annual periods ending December 31, 2020, December 31, 2021, and December 31, 2022;

15 (e) Copies of all of said LLC's federal, state, and local income tax returns, and
16 all amendments thereof, for years 2020, 2021, and 2022, as well as all records demonstrating the
17 source of and date of capital contribution(s) to said LLC, the share in profits and losses of each
18 member of said LLC, and each transferee of a member of said LLC, if any. If income tax returns
19 for the period ending December 31, 2022 have not yet been filed, then a copy of the latest draft
20 of the income tax returns for such unfiled period, for all of the jurisdictions requiring filing, was
21 to be provided;

22 (f) Copies of any and all contracts, agreements, or other evidence of payment
23 of consideration of greater than \$25,000.00 between said LLC and third parties, or any of
24 members or managers that is or was in effect at any time during the years 2020, 2021, 2022, or
25 2023, including, but not limited to, all written and/or oral contracts concerning activities,
26 arrangements, contracts, and agreements of said LLC, which are either not finalized or in effect,
27 which are now in effect, and/or those which are anticipated in the future

28 101. To date, Respondents have failed to produce any such documents.

1 102. Petitioner is informed and believes and, based upon such information and belief,
2 alleges that Respondents, and each of them, are currently in possession of all of their own
3 corporate documents, LLC documents, and accounting books and records, among others.

4 103. Accordingly, Petitioner is still entitled to obtain all corporate documents, LLC
5 documents, and accounting books and records of Respondents, and each of them.

6
7 **FIRST CAUSE OF ACTION**
8 **(Writ of Mandate – C.C.P. § 1085)**

9 104. Petitioner adopts, realleges, and by this reference incorporates, Paragraphs 1
10 through 32, inclusive, hereinabove.

11 105. Code of Civil Procedure Section 1085(a) provides the following:

12 A writ of mandate may be issued by any court to any
13 inferior tribunal, corporation, board, or person, to
14 compel the performance of an act which the law
15 specially enjoins, as a duty resulting from an office,
16 trust, or station, or to compel the admission of a party
17 to the use and enjoyment of a right or office to which
18 the party is entitled, and from which the party is
19 unlawfully precluded by that inferior tribunal,
20 corporation, board, or person.

21 106. Code of Civil Procedure Section 1086 provides the following:

22 The writ must be issued and in all cases where there is
23 not a plain, speedy, and adequate remedy, in the
24 ordinary course of law. It must be issued upon the
25 verified petition of the party beneficially interested.

26 107. Corporations Code Section 1603(a) provides the following:

27 Upon refusal of a lawful demand for inspection, the
28 superior court of the proper county, may enforce the

1 right of inspection with just and proper conditions

2 108. Corporations Code Section 17704.10(f) provides the following:

3 In addition to the remedies provided in Sections
4 17713.06 and 17713.07 and any other remedies, a court
5 of competent jurisdiction may enforce the duty of
6 making and mailing or delivering the information and
7 financial statements required by this section and, for
8 good cause shown, extend the time therefor.

9 109. A Writ of Mandate lies to compel companies such as Respondents to perform an
10 official act required by law; in this case, to make available its company records for inspection
11 and copying by Petitioner, as Respondents have a duty under Corporations Code Sections 1601,
12 1602, 1603, and 17704.10 to do so.

13 110. Petitioner has a beneficial interest in the issuance of a writ of mandate compelling
14 Respondents to make its company records and Process available for inspection and copying
15 because, as a member of Respondents, Petitioner is entitled to make such a request for
16 inspection.

17 111. Petitioner has no plain, speedy, or adequate alternative remedy at law to challenge
18 the refusal of Respondents to allow Petitioner to inspect and copy the company's financial
19 records, and/or make extracts therefrom, other than the relief sought in this Petition. Moreover,
20 Petitioner has exhausted all means at his disposal to gain access to such records. Respondents'
21 conduct demonstrates that they will challenge or object to any request, which conduct continues
22 to cause Petitioner undue delay, expense, and irreparable prejudice.

23 112. Respondents have the ability to comply with its duties under Corporations Code
24 Section 17704.10 because their company records are in their own possession, custody, and
25 control.

26 113. Respondents have failed to comply with their duties under Corporations Code
27 Section 17704.10 by refusing to give Petitioner access to such records.

28 ///

1 114. Petitioner seeks to enforce his rights, and to declare Respondents' obligations,
2 under the law. In particular, Petitioner asks this Court to declare that Respondents are legally
3 required under California law to make available the records requested in each of the demands for
4 inspection and copying by Petitioner.

5 115. As a 25% shareholder or member of each of the Respondents, Petitioner has ample
6 standing to make this request.

7
8 WHEREFORE, based on the foregoing, Petitioner prays for relief as follows:

9 1. For a writ of mandate directing Respondents to allow Petitioner to inspect and
10 make copies of all business records of Respondents, from inception to the present, or, in the
11 alternative, for an order to show cause why a peremptory writ of mandate to the same effect
12 should not be issued;

13 2. For reasonable attorneys' fees, in addition to any other relief granted or other costs
14 awarded;

15 3. For costs of suit herein incurred; and

16 4. For such other and further relief as the Court may deem proper.

17
18 DATED: April 4, 2023

McPHERSON LLP
Edwin F. McPherson
Pierre B. Pine

19
20
21 By: 

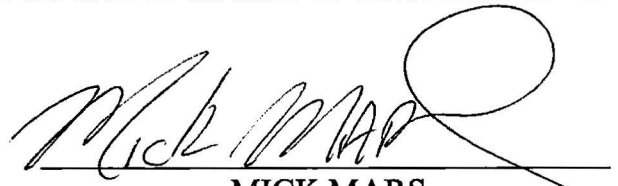
EDWIN F. MCPHERSON
Attorneys for Petitioner
MICK MARS

VERIFICATION

I have read the foregoing **VERIFIED PETITION FOR WRIT OF MANDATE TO COMPEL INSPECTION AND COPYING OF BOOKS, RECORDS, AND DOCUMENTS OF MÖTLEY CRÜE TOURING, INC., MÖTLEY CRÜE, INC., RED, WHITE & CRUE, INC., MASTERS 2000, INC., CRUEFEST, LLC, MÖTLEY RECORDS, LLC, AND MASTERS 2008, LLC** and know its contents. I am a party to this action. The matters stated in the foregoing document are true of my own knowledge except as to those matters which are stated on information and belief, and as to those matters I believe them to be true.

Executed on April 3, 2023 at Nashville, Tennessee.

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


MICK MARS