

FILED

2007 MAY 18 AM 11:26  
KING COUNTY  
SUPERIOR COURT CLERK  
SEATTLE, WA

IN THE SUPERIOR COURT OF WASHINGTON  
FOR KING COUNTY

SUSAN SILVER,  
Plaintiff,  
v.  
CHRIS CORNELL,  
Defendant.

Case No.: **07-2-16253-4 SEA**  
SUMMONS  
(SM)  
**PARIS K. KALLAS**

TO THE DEFENDANT:

A lawsuit has been started against you in the above-entitled court by plaintiff above-named. Plaintiff's claim is stated in the written complaint, a copy of which is served upon you with this summons.

In order to defend against this lawsuit, you must respond to the Complaint by stating your defense in writing, and serve a copy upon the person signing this Summons within 60 days after the service of this Summons, excluding the day of service, or a default judgment may be entered against you without notice. A default judgment is one where plaintiff is entitled to what it asks for because you have not responded. If you serve a notice of appearance on the undersigned person, you are entitled to notice before a default judgment may be entered.

You may demand that the plaintiff file this lawsuit with the court. If you do so, the demand must be in writing and must be served upon the person signing this Summons. Within

SUMMONS (SM) - 1  
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ORIGINAL

STOKES LAWRENCE, P.S.  
800 FIFTH AVENUE, SUITE 4000  
SEATTLE, WASHINGTON 98104-3179  
(206) 626-6000


1 14 days after you serve demand, the plaintiff must file this lawsuit with the court, or the service  
2 on you of this Summons and Complaint will be void.

3 If you wish to seek the advice of an attorney in this matter, you should do so promptly so  
4 that your written response, if any, may be served on time.

5 This Summons is issued pursuant to Rule 4 of the Superior Court Civil Rules of the State  
6 of Washington.

7 DATED this 18<sup>th</sup> day of May, 2007.

8 STOKES LAWRENCE, P.S.

9  
10 By:   
11 Bradford J. Axel (WSBA# 29269)  
12 Scott A. W. Johnson (WSBA #15543)  
13 Attorneys for Susan Silver  
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FOR KING COUNTY

SUSAN SILVER,

Plaintiff,

v.

CHRIS CORNELL,

Defendant.

**07-2-16253-4 SEA**

Case No.:

COMPLAINT

Plaintiff Susan Silver alleges as her complaint against Chris Cornell, the following:

**I. PARTIES**

1. Susan Silver is a resident of Seattle, Washington.
2. Chris Cornell is a resident of California.

**II. JURISDICTION AND VENUE**

3. Venue is appropriate in King County pursuant to RCW 4.12.010 because the property at issue in this case is located in King County.

4. This Court has personal jurisdiction over Mr. Cornell under RCW 4.28.185(1) because a substantial portion of the events giving rise to this action took place in this county and the property at issue is located in this county.

**III. FACTS**

5. Ms. Silver and Mr. Cornell were married on September 22, 1990.

1           6.       After the marriage, in 1992 they moved to a house on Othello Street in West  
2 Seattle (the "West Seattle Home").

3           7.       From the mid-1980's through 1997, Mr. Cornell was a member of the band  
4 Soundgarden. Ms. Silver managed Soundgarden and currently manages Alice in Chains and the  
5 other three members of Soundgarden.

6           8.       From 1990 through the 2002, the couple acquired numerous guitars. Many of  
7 these guitars were stored at the West Seattle Home. In or around 1995 Ms. Silver had a custom  
8 guitar rack built to store the guitars. Thereafter the guitars at the West Seattle Home were  
9 primarily stored in the rack, which was located in the furnace room.

10          9.       Soundgarden disbanded in 1997 and Mr. Cornell began pursuing a solo career.

11          10.      Ms. Silver stopped actively managing in 1998, and in June 2000 she and Mr.  
12 Cornell had a daughter.

13          11.      In 2000 Mr. Cornell developed a very serious addiction to drugs, which placed  
14 tremendous strain on the parties' marriage. In an effort to treat his addiction, Mr. Cornell  
15 checked into a rehabilitation facility in California in September 2002.

16          12.      In October of that year, Ms. Silver and her daughter traveled to California to visit  
17 Mr. Cornell. While there, Mr. Cornell told Ms. Silver that he wanted a divorce and that he never  
18 wanted to return to the West Seattle Home. Devastated, Ms. Silver and her daughter returned to  
19 Seattle. Since then Mr. Cornell never returned to the West Seattle Home to live, and Ms. Silver  
20 eventually changed the locks.

21          13.      In 2003 Ms. Silver remodeled the West Seattle Home. Denny Markopoulos, a  
22 neighbor and a friend of both Ms. Silver and Mr. Cornell, helped with the remodel. Shortly after  
23 the remodel was completed, sometime in early 2004, Mr. Markopoulos returned two guitars that  
24 had been left at his house. The two guitars were placed in the guitar rack, which had been  
25 moved from the furnace room to the garage during the remodel.

1           14.     Ms. Silver and Mr. Cornell were divorced on March 2, 2004. Their Decree of  
2 Dissolution of Marriage incorporates a Property Settlement Agreement that contains the details  
3 of the division of their assets ("2004 Property Settlement Agreement"). The Property Settlement  
4 Agreement provided that Ms. Silver was awarded as her separate property all personal property  
5 in the West Seattle Home.

6           15.     The 2004 Property Settlement Agreement also provided that it was the "full and  
7 complete settlement of all [Ms. Silver's and Mr. Cornell's] property rights and obligations" and  
8 that neither Mr. Cornell nor Ms. Silver would later make a claim against the other that was  
9 inconsistent with the property division in the 2004 Property Settlement Agreement.

10          16.     At the time the 2004 Property Settlement Agreement was signed, the guitar rack  
11 was located in the West Seattle Home and contained roughly 15 guitars, including the two Mr.  
12 Markopoulos had returned earlier that year.

13          17.     From the time he told Ms. Silver that he wanted a divorce in the fall of 2002 up  
14 through and including the time that the parties signed the 2004 Property Settlement Agreement,  
15 Mr. Cornell never indicated that he wanted the guitar rack or the guitars that it held. Nor did he  
16 ever inquire about the status or location of the guitars.

17          18.     After the March 2004 divorce, Ms. Silver and Mr. Cornell were involved in  
18 further litigation. Almost immediately, Mr. Cornell failed to honor his obligations under the  
19 Decree of Dissolution of Marriage and Ms. Silver was forced to initiate legal action against him.  
20 That action resulted in Mr. Cornell being found in contempt.

21          19.     Mr. Cornell responded by initiating several legal proceedings against Ms. Silver.  
22 In March 2006 the parties resolved all outstanding disputes between them by signing a global  
23 settlement agreement ("2006 Settlement Agreement").

24          20.     As it states in the preamble, the 2006 Settlement Agreement was intended "to  
25 resolve all of the disputes that exist[ed] between" Mr. Cornell and Ms. Silver. Thus, as part of  
26

1 the contract, both Mr. Cornell and Ms. Silver agreed (with certain very specific exceptions) to  
2 release "any and all claims" that they had against the other.

3 21. Despite the property division in 2004 and the release in 2006, in early 2007 Mr.  
4 Cornell demanded that Ms. Silver give him certain guitars. Ms. Silver refused, citing the  
5 division of property under the 2004 Property Settlement Agreement.

6 22. Mr. Cornell and his assistants then harassed Mr. Markopoulos in an attempt to  
7 obtain the guitars. Mr. Markopoulos informed Mr. Cornell that he had returned the two guitars  
8 in his possession to the West Seattle Home three years earlier and that he did not want to get  
9 involved in the dispute between Mr. Cornell and Ms. Silver.

10 23. Mr. Cornell then filed a lawsuit against Mr. Markopoulos in March 2007 in King  
11 County Superior Court, even though Mr. Cornell knew at the time that Mr. Markopoulos did not  
12 have any guitars in his possession.

13 24. Mr. Cornell has indicated through counsel that he will initiate some sort of legal  
14 action directly against Ms. Silver if she does not give him the guitars.

15 **IV. FIRST CLAIM**  
16 **(Declaration Of Rights Under The**  
17 **2004 Property Settlement Agreement)**

18 25. Plaintiff realleges and incorporates by reference the allegations contained in  
19 paragraphs 1 through 24 as if fully set forth herein.

20 26. There is an existing dispute between Ms. Silver and Mr. Cornell over the  
21 ownership of the guitars. Resolution of the dispute involves a determination of their rights under  
22 the 2004 Property Settlement Agreement.

23 27. Pursuant to RCW 7.24.010 *et seq.*, Ms. Silver respectfully requests that the Court  
24 declare that the guitars rightfully belong to her under the 2004 Property Settlement Agreement.  
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**V. SECOND CLAIM**  
**(Declaration Of Rights Under The**  
**2006 Settlement Agreement)**

28. Plaintiff realleges and incorporates by reference the allegations contained in paragraphs 1 through 27 as if fully set forth herein.

29. There is an existing dispute between Ms. Silver and Mr. Cornell over the ownership of the guitars. Resolution of the dispute involves a determination of their rights under the 2006 Settlement Agreement.

30. Pursuant to RCW 7.24.010 *et seq.*, Ms. Silver respectfully requests that the Court declare that under the 2006 Settlement Agreement Mr. Cornell waived any and all claims he had against Ms. Silver regarding the ownership of the guitars.


**VI. PRAYER FOR RELIEF**

WHEREFORE, plaintiff prays for relief as follows:

1. For judgment in favor of plaintiff Susan Silver and against defendant Chris Cornell on all causes of action;
2. A declaration that Ms. Silver owns all personal property that was in the West Seattle Home, including the guitars, as of the time of the 2004 Property Settlement Agreement;
3. A declaration that to the extent Mr. Cornell ever had a claim against Ms. Silver regarding the ownership of the guitars, that that claim was expressly waived and released as part of the 2006 Settlement Agreement;
4. For the reasonable costs and attorneys fees that Ms. Silver has incurred in defending herself from Mr. Cornell's improper claim to the guitars; and
5. For such further relief as the Court deems just and appropriate.

1 DATED this 18<sup>th</sup> day of May, 2007.

2 STOKES LAWRENCE, P.S.

3  
4 By:   
5 Bradford J. Axel (WSBA# 29269)  
6 Scott A. W. Johnson (WSBA #15543)

7 Attorneys for Susan Silver  
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