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4 Attorneys for Petitioner,
5 Mr. Joseph Jackson

FILED
LOS ANGELES SUPERIOR C.

NOV 09 2009

John A. Clarke, Executive Officer/Clerk

By: *[Signature]*, Deputy

Rec'd 4:29pm

DATE OF HEARING

11/10/09 8:30am D-3

SUPERIOR COURT OF CALIFORNIA

COUNTY OF LOS ANGELES

In the Estate of:

MICHAEL JOSEPH JACKSON,
Deceased.

Case No. BP 117321

JOSEPH JACKSON'S OBJECTION TO
APPOINTMENT OF JOHN BRANCA AND
JOHN MCCLAIN AS EXECUTORS OF THE
ESTATE OF MICHAEL JACKSON

TIME: 8:30 a.m.
DATE: November 10, 2009
PLACE: Department 5
JUDGE: Hon. Mitchell L. Beckloff

Petitioner, Joseph Jackson, submits the following Objection to Appointment of John Branca and John McClain as the Executors of the Estate of Michael Jackson. This Objection will first point out that Michael Jackson was not present in Los Angeles on July 7, 2002, to sign a purported Will as recited in the Petition that Branca and McClain filed with the Court on July 1, 2009. It will then discuss the violations of fiduciary duties and conflicts of interest which Branca and McClain have concerning the Estate.

1. Michael Jackson was not in Los Angeles on July 7, 2002.

On July 7, 2002, Michael Jackson was in New York City, and he was not in Los Angeles at 5:00 p.m. to sign the purported Will as the Will recites. (Exhibit "A"). Branca and McClain have concealed from this Court the material fact that Michael Jackson did not sign the purported July 7, 2002, Will as they have claimed repeatedly under penalty of perjury. Their concealment of this information from the Court is a fraud on the Court and disqualifies them from being Executors of the Estate.

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DEPARTMENT 5
CLERK OF SUPERIOR COURT
LOS ANGELES, CALIFORNIA

1 Branca and McClain had a duty to inform the Court Michael Jackson was not in Los Angeles on
2 July 7, 2002. They concealed that fact from this Court. Branca and McClain have violated their fiduciary
3 duties by testifying under penalty of perjury at least seventeen (17) times the purported July 7, 2002, Will
4 was correct. Their testimony in this case occurred as follows:

- 5 (1) July 1, 2009, Petition to Probate Will;
- 6 (2) July 23, 2009, Ex Parte Application for Family Allowance;
- 7 (3) July 29, 2009 Ex Parte Application for Proposed Book Deal;
- 8 (4) July 31, 2009, Response and Objection to Petition for Letters of Administration by
9 Joseph and Katherine Jackson;
- 10 (5) July 31, 2009, First Supplement to Petition for Probate;
- 11 (6) August 3, 2009, Supplement to Probate Petition;
- 12 (7) August 3, 2009, Petition to Make Payment to Michael LaPerruque for Contract with
13 Michael Jackson Company dated May 30, 2008;
- 14 (8) September 17, 2009, Ex Parte Application for Order Authorizing Supplement
15 Agreement;
- 16 (9) September 20, 2009, Ex Parte Application to Enter Publishing Agreement;
- 17 (10) September 20, 2009 Ex Parte Application to Enter Merchandising Agreement;
- 18 (11) September 20, 2009 Ex Parte Application to Enter Business Transaction with Opus;
19 Media;
- 20 (12) September 22, 2009 Ex Parte Application to Enter Business Transaction with Bravado;
- 21 (13) September 28, 2009, Ex Parte Application to Enter Business Transaction;
- 22 (14) September 28, 2009, Ex Parte Application to Enter Contract with Columbia Pictures;
- 23 (15) September 28, 2009, Ex Parte Application to Enter Publishing Agreement;
- 24 (16) September 28, 2009, Motion to Enter Book Publishing Agreement;
- 25 (17) September 29, 2009 Ex Parte Application to Enter Agreement re: Digital Distribution
26 of Audio,

27 Branca and Mr. McClain were grossly negligent in their statements to the Court. They have
28 concealed material information from the Court. They have conducted themselves in a fraudulent deceptive

1 manner where their veracity can no longer be trusted.

2 **2. Michael Jackson Terminated Branca as his Attorney on February 3, 2003.**

3 Michael Jackson terminated John Branca in writing as his attorney on February 3, 2003. (Exhibit
4 "B"). He instructed Branca to resign from all positions in his personal and business life. However,
5 unknown to Michael Jackson, Branca failed to follow his instructions regarding any purported Will.
6 Nevertheless, Branca remains obligated to comply with those instructions and resign as Executor.

7 On February 3, 2003, Michael Jackson instructed Branca to turn over to his new attorneys all
8 records, files, and papers dealing with his personal and business life. While Branca turned over his other
9 files, Branca secretly refused to turn over the purported July 7, 2002, Will, and March 2002, Trust. In
10 violation of his fiduciary duties, Branca concealed the purported Will and concealed his refusal to resign.

11 Branca's secret concealment of the purported Will and failure to resign continued for six (6) years
12 despite Michael Jackson's numerous demands Branca turn over all documents and resign from all
13 positions. It was not until ^{July P.M.O} ~~January~~ 1, 2009, that Branca produced the previously concealed Will which he
14 had intentionally concealed for six (6) years. The Court should not permit this unethical violation.

15 **3. Michael Jackson Terminated John Branca because of Embezzlement.**

16 In 2003, Michael Jackson launched an investigation into Branca's embezzlement activities
17 regarding Michael Jackson's money. The investigators, the firm of Interfor in New York, reported in
18 February, March, and with a final report on April 15, 2003, there was an improper relationship between
19 Sony Executive Tommy Mottola and John Branca whereby Branca and Motolla were illegally funneling
20 Michael Jackson's money to off-shore accounts in the Caribbean. (Exhibit "C"). The Interfor Report
21 caused Michael Jackson great anger, and Michael Jackson demanded Branca never have anything to do
22 with him, his business, his family, or his personal life again.

23 Michael Jackson terminated John Branca because of his belief that Branca had committed crimes
24 against him. Branca never accounted to Michael Jackson regarding his conduct, nor disclosed his books
25 and records to Michael Jackson. Whether it was true or false that Branca had embezzled money from
26 Michael Jackson, Michael Jackson's belief that it occurred was the basis for Branca's termination, and
27 Branca never complied with Michael Jackson's demands he account and resign.

1 A conflicts of interest exists between John Branca and the Estate of Michael Jackson. It would be
2 grossly negligent for any Executor of the Estate of Michael Jackson to ignore the investigator's report
3 concerning Branca. However, Branca has undertaken no investigation of his own financial transactions
4 with Michael Jackson, nor will he do so because of his conflicts of interest. He has willfully concealed
5 from this Court the reasons for his termination, and he has willfully concealed from the Court Michael
6 Jackson's belief that Branca embezzled money.

7 **4. The Licensing Agreements Create Conflicts of Interest.**

8 For many years Branca and his firm entered into thousands of licensing agreements with the public
9 for music and songs on behalf of Michael Jackson and the Sony/ATV Trust. (A sample of typical letter
10 agreements are attached as Exhibit "D"). Michael Jackson terminated Branca on February 3, 2003, because
11 he believed Branca was embezzling money from these licencing arrangements. Branca or his firm have not
12 been audited concerning the multi-million dollar proceeds and receipts of these transactions.

13 Branca has an irremediable conflicts of interest with Michael Jackson's Estate because of the failure
14 to account and lack of an audit. Branca cannot make an independent audit of himself while serving as
15 Executor. When Branca filed the Petition for Probate on July 1, 2009, Branca failed to disclose to this
16 Court his prior business relationship with Michael Jackson regarding licensing and the Sony/ATV Trust.

17 It is not a question of the truthfulness or accuracy of the investigator's report or Michael Jackson's
18 belief. Rather, it is a matter of following the client's instruction. Michael Jackson instructed Branca
19 resign, turn over all documents, and terminate all relationships. Branca violated Michael Jackson's
20 instructions. Branca was and now is obligated to follow his client's instructions by resigning as Executor.

21 **5. Branca's 5% Interest in Michael Jackson's Performances and Sony/ATV Disqualify**

22 **Him from Being Executor**

23 Michael Jackson signed various attorney retainer agreements with Branca and his firm in 1993
24 through 1998. (Exhibit "E"). In those agreements, Branca took 5% of the proceeds of Michael Jackson's
25 businesses and performances, and then, without further entitlement, a 5% ownership interest in the
26 Sony/ATV catalogue royalties, all of which were the subject matter of his representation. Branca took a
27 percentage of Michael Jackson's business proceeds without regard to the work he performed.

1 These contracts for representation not only constituted conflicts of interest, but also violated
2 Branca's duties as a lawyer by taking an interest in the subject matter of the representation. The Sony/ATV
3 catalogue has been valued in excess of \$1 billion for Mr. Jackson, and a 5% interest represented an
4 unearned fee of \$50 million, plus the distributions attributed to that 5% interest. There was no conflicts of
5 interest disclosure in the retainer agreements. Branca's representation thereafter was tainted by conflicts of
6 interest and concealment that permeated everything he did for Michael Jackson.

7 In April, 2006, Michael Jackson paid Branca \$15 million to get back his 5% interest in the
8 Sony/ATV catalogue. (Exhibit "F"). When Branca filed his Petition to be Executor of Michael Jackson's
9 Estate, he concealed from the Court this multimillion dollar transaction and material profiting from the 5%
10 interest in Michael Jackson's business. Branca had the duty to disclose to this Court the nature, amount,
11 and details behind the transaction. He violated his duty of full disclosure to this Court.

12 Michael Jackson's payment of \$15 million to Branca in 2006 to reacquire the 5% interest in the
13 Sony/ATV catalogue constituted a conflicts of interest with the Estate of Michael Jackson. The Estate,
14 which is a separate entity from Michael Jackson and has never released John Branca from any improper
15 conduct, should be filing a complaint with the California State Bar for the unethical conduct whereby
16 Branca acquired a 5% interest in the Sony/ATV catalogue and then profited by \$15 million on the
17 transaction. Because Branca is the Special Administrator and designated Executor, Branca has not and will
18 not seek appropriate administrative sanctions against himself. This Court should not permit the
19 concealment and conflicts of interest, and it should remove Branca as the Executor immediately.

20 The April, 2006, Agreement was yet another time that John Branca was removed from Michael
21 Jackson's life. Despite the Agreement whereby Branca was no longer to have any claim on anything to do
22 with Michael Jackson, once again Branca concealed from Michael Jackson the purported July 7, 2002,
23 Will. He again failed to resign as Executor. He failed to inform Michael Jackson he secretly intended to be
24 his Executor despite Michael Jackson's express written agreement with Branca he was never again to have
25 anything to do with Michael Jackson.

26 **6. Branca's Petition for Probate Concealed Material Facts About Barry Siegel.**

27 On August 26, 2003, Barry Siegel resigned as an Executor of Michael Jackson's Will, although he
28 did not indicate from which Will he was resigning. (Exhibit "G"). He sent his letter of resignation to

1 Branca at Branca's address. Branca concealed that document for six (6) years until he filed the July 1,
2 2009, Probate Petition, in violation of Michael Jackson's instruction to turn over all documents.

3 When Branca filed the Probate Petition on July 1, 2009, he attached the August 26, 2003, Siegel
4 letter. Barry Siegel resigned pursuant to a termination letter from Michael Jackson similar to the letter
5 Branca received. (Exhibit "H"). However, while Mr. Siegel complied with Michael Jackson's instructions,
6 Branca did not comply with Michael Jackson's instructions by resigning as Siegel had done.

7 When Branca filed his Probate Petition on July 1, 2009, he concealed from this Court that Barry
8 Siegel had followed Michael Jackson's instructions, but that he had not. Branca had a duty of full
9 disclosure to this Court, and to attach the Siegel August 26, 2003, resignation and not tell the Court at the
10 same time that Branca failed to execute such a letter constitutes a fraud on this Court. Branca's Petition to
11 be Executor violates Michael Jackson's termination letter of February 3, 2003.

12 **7. Branca Had a Conflicts of Interest Because of the Sony/ATV Trust.**

13 Branca was the Trustee of the Sony/ATV Trust through for many years. Branca negotiated business
14 music licensing agreements for both Michael Jackson and Sony/ATV for songs they independently owned.
15 Branca had conflicts of interest when he acted for Michael Jackson and Sony/ATV on the same subject.

16 By drafting a purported Will where Branca was Michael Jackson's Executor, Branca had an
17 inherent conflicts of interest with Michael Jackson. His position as Executor would permit him to engage
18 in self-dealing whereby he would stand in the shoes of Michael Jackson while also representing the Trust.
19 The conflicts of interest disqualified Branca from serving as Michael Jackson's Executor without a full
20 disclosure of the conflicts and Michael Jackson's approval of the conflicts by independent counsel before
21 Michael Jackson signed the purported Will making Branca and McClain Executors.

22 John McClain suffered from the same conflicts of interest. He was the Trustee of the MJ Publishing
23 Trust. By being Michael Jackson's Executor both Branca and McClain would be able to self-deal where
24 the Trusts they represented would purchase properties or license songs which should have been for Michael
25 Jackson's benefit. Their self-dealing required a conflicts of interest disclosure before Michael Jackson
26 signed the supposed July 7, 2002, Will. Neither Branca nor McClain made a conflicts disclosure to
27 Michael Jackson for the purported July 7, 2002, Will.

1 **8. Branca Got a Conflicts Waiver for the Leibler-Stoller Transaction, But Not the Will.**

2 Branca knew he had conflicts of interest when he made himself Executor of the purported July 7,
3 2002, Will. However, he never obtained a conflicts waiver from Michael Jackson. Had any such document
4 existed it was Branca and McClain's obligation to produce it to this Court before they petitioned to be
5 Executors, and concealment of such a document would be a fraud on the Court. Michael Jackson made
6 Branca and McClain Executors not knowing of or understanding their conflicts of interest.

7 On August 10, 2002, which was a month after his firm drafted the purported July 7, 2002, Will,
8 Branca provided Michael Jackson with two (2) Conflicts of Interest Disclosures regarding the specific
9 transaction of Sony/ATV purchasing the Leibler-Stoller music catalogue (music catalogues consist of the
10 rights to license and receive royalties). One conflicts letter was for the Sony/ATV Trust to sign for the
11 limited purpose of the Leibler-Stoller transaction. (Exhibit "I"). The second conflicts waiver letter was for
12 Michael Jackson to sign for the Leibler-Stoller transactions only. (Exhibit "J"). Michael Jackson signed
13 the August 14, 2002, conflicts waiver on September 10, 2002.

14 Because Branca had conflicts of interest on August 14, 2002, he also had a conflicts when he and
15 his firm drafted the Michael Jackson purported July 7, 2002, Will, naming Branca Executor. However,
16 despite Branca's knowledge of such conflicts, there was no conflicts disclosure concerning the Will.

17 **9. Branca Used His Own Attorney to "Dupe" Michael Jackson to Sign the Leibler-Stoller**
18 **Conflicts Waiver.**

19 On August 27, 2002, Branca sent a letter to Michael Jackson's Attorney Martin Singer of the law
20 firm of Lavelly & Singer asking Mr. Singer to review the August 14, 2002, Conflicts of Interest disclosures
21 as independent counsel and to have Michael Jackson sign them. (Exhibit "K"). On September 10, 2002,
22 Martin Singer sent a letter to John Branca dated September 10, 2002, where he transmitted the signed
23 conflicts waiver dated August 14, 2002, which he advised Michael Jackson to sign. (Exhibit "L").

24 However, Martin Singer and Lavelly and Singer were Branca's "personal" attorneys, and they were
25 not independent counsel for Michael Jackson. They represented Branca and his wife Linda Hoffman
26 Branca in the case of John G. Branca v. American Airlines, Los Angeles County Superior Court Case No.
27 SC 063321, which was filed on September 9, 2000, and removed to the federal court on March 7, 2001, as
28 case number 00-11640 GHK (Rz). (Exhibit "M"). Martin Singer was lead attorney in that case, and the

1 case remained pending in federal court until April 1, 2002, only three (3) months prior to the purported July
2 7, 2002, Will, and only four (4) months prior to the conflicts waiver of August 14, 2002.

3 Branca used his own attorney to assure his "patsy" client, Michael Jackson, that his conflict with
4 Michael Jackson should be waived. The conduct was a violation of fiduciary duties and fraud. It affects
5 not only this Court, but also the real victims in this matter, Katherine Jackson, Joseph Jackson, Michael
6 Jackson's children, Prince, Paris, and Prince Michael II, and all of the members of the Jackson Family.

7 This "sordid" transaction should have been disclosed to this Court before Branca asked this Court to
8 appoint him Executor. What might be ok for the client should not be ok for this Court or the parties to this
9 Estate because this Court must pass independent judgment on conflicts of interest. Branca concealed the
10 conflicts of interest from this Court when he filed the July 1, 2009, Probate Petition, and that concealment
11 disqualifies him from being Executor.

12 **10. Branca's Estate Plan was Negligent and the Product of Conflicts of Interest.**

13 Branca's estate plan under the supposed July 7, 2002, Will, was the product of gross conflicts of
14 interest and gross negligence. Because of Branca's conflicts of interest, he will not take action to sue
15 himself for his incompetence. The Michael Jackson estate in 2002 consisted of approximately:

- | | | |
|----|-------------------------------------|---------------|
| 16 | (1) Neverland Ranch worth | \$ 70 million |
| 17 | (2) The Hayvenhurst Residence worth | \$ 7 million |
| 18 | (3) Memorabilia worth | \$ 15 million |
| 19 | (4) Song rights worth | \$ 10 million |
| 20 | (5) Merchandising rights worth | \$ 15 million |
| 21 | (6) Gary, Indiana home worth | Unknown |

22 -----
23 TOTAL \$117 million

24 The 45% federal estate tax on the Estate's property will be astronomical. Branca failed to advise
25 Michael Jackson of the tax consequences of the purported July 7, 2002, Will. Failure to place these assets
26 in trust to reduce estate taxes and facilitate an orderly transfer of assets, was grossly negligent. No estate
27 planner in the country would condone this kind of reckless estate plan.

28 Branca's estate plan was the product of a conflicts of interest because he wanted more and more

1 property in the estate to generate extraordinary executor's fees for himself who he named as Executor. The
2 more property he left in Michael Jackson's estate, the higher his executor's fees and the attorney's fees
3 earned from the estate. He failed to advise Michael Jackson of the tax consequences of leaving high valued
4 assets in the Estate which would also earn Branca excessive executor's fees. Branca suffers from an
5 irremediable conflicts of interest because he cannot sue himself for his own negligence.

6 **11. The June 17, 2009, Business Plan Agreement was a Violation of Fiduciary Duties**

7 On July 6, 2009, Branca presented to this Court a two (2) page business plan Michael Jackson
8 signed on June 17, 2009, one week before his death, where Michael Jackson purportedly hired Branca as
9 his attorney. Michael Jackson was rehearsing at the Great Western Forum in Inglewood, California, when
10 he purportedly signed the document providing Branca would promote his appearance at the O2 Concert
11 Hall in London in 2009. However, this document was a continuation of the concealment, conflicts of
12 interest, and violations of fiduciary duties which plagued Branca's conduct for years.

13 By purportedly undertaking Michael Jackson's representation as an attorney on June 17, 2009,
14 Branca owed to Mr. Jackson the duty of full disclosure, following the client's instructions, and giving him
15 advice that was not the product of prior conflicts of interest. Branca violated his fiduciary duties by
16 concealing from Michael Jackson:

17 (1) Branca had not resigned as Executor;

18 (2) Branca had not turn over the purported July 7, 2002, Will;

19 (3) Branca secretly "duped" Michael Jackson with his own attorney to sign a conflicts
20 waiver;

21 (4) Branca never disclosed his 5% interest in the Sony/ATV catalogue was a conflicts of
22 interest;

23 (6) Branca's estate plan was the product of conflicts of interest;

24 (7) Branca never accounted for licencing agreement funds; and

25 (8) Branca had not disclosed each and every one of the ethical violations identified in this
26 Objection.

27 When Branca presented the June 17, 2009, document to this Court, he engaged in material
28 concealment against the Court by not disclosing his prior violations of ethical duties to Michael Jackson.

1 Branca was obligated to disclose to the Court the concealment he exercised on June 17, 2009, against
2 Michael Jackson. Branca failed to make any disclosure.

3 The April 2006, Agreement between Michael Jackson and Branca, where they parted ways forever
4 and released one another, did not excuse Branca from making full disclosure of his ethical violations when
5 Branca once again became Michael Jackson's attorney on June 17, 2009. All of the past concealed ethical
6 violations identified in this Objection needed to be disclosed anew to Michael Jackson when Branca once
7 again became Michael Jackson's attorney, just as Branca needed to disclose his ethical violations to this
8 Court when he petitioned to be Executor. Branca concealed his unethical conduct from Michael Jackson
9 and from this Court. The Court should not permit him to be Executor.

10 WHEREFORE, Petitioner Mr. Joseph Jackson requests the Special Administrators John Branca and
11 John McClain be disqualified from representing the Estate of Michael Jackson.

12 DATED: November 9, 2009

13 BRIAN OXMAN

14 MAUREEN JAROSCAK

15
16 By: 

17 Brian Oxman
18 Attorneys for Petitioner,
19 Brian Oxman

LAST WILL
OF
MICHAEL JOSEPH JACKSON

I, MICHAEL JOSEPH JACKSON, a resident of the State of California, declare this to be my last Will, and do hereby revoke all former wills and codicils made by me.

I

I declare that I am not married. My marriage to DEBORAH JEAN ROWE JACKSON has been dissolved. I have three children now living, PRINCE MICHAEL JACKSON, JR., PARIS MICHAEL KATHERINE JACKSON and PRINCE MICHAEL JOSEPH JACKSON, II. I have no other children, living or deceased.

II

It is my intention by this Will to dispose of all property which I am entitled to dispose of by will. I specifically refrain from exercising all powers of appointment that I may possess at the time of my death.

III

I give my entire estate to the Trustee or Trustees then acting under that certain Amended and Restated Declaration of Trust executed on March 22, 2002 by me as Trustee and Trustor which is called the MICHAEL JACKSON FAMILY TRUST, giving effect to any amendments thereto made prior to my death. All such assets shall be held, managed and distributed as a part of said Trust according to its terms and not as a separate testamentary trust.

If for any reason this gift is not operative or is invalid, or if the aforesaid Trust fails or has been revoked, I give my residuary estate to the Trustee or Trustees named to act in the MICHAEL JACKSON FAMILY TRUST, as Amended and Restated on March 22, 2002, and I direct said Trustee or Trustees to divide, administer, hold and distribute the trust estate pursuant to the provisions of said Trust, as hereinabove referred to as such provisions now

Attachment 3e(2)

exist to the same extent and in the same manner as though that certain Amended and Restated Declaration of Trust, were herein set forth in full, but without giving effect to any subsequent amendments after the date of this Will. The Trustee, Trustees, or any successor Trustee named in such Trust Agreement shall serve without bond. *MJ*

IV

I direct that all federal estate taxes and state inheritance or succession taxes payable upon or resulting from or by reason of my death (herein "Death Taxes") attributable to property which is part of the trust estate of the MICHAEL JACKSON FAMILY TRUST, including property which passes to said trust from my probate estate shall be paid by the Trustee of said trust in accordance with its terms. Death Taxes attributable to property passing outside this Will, other than property constituting the trust estate of the trust mentioned in the preceding sentence, shall be charged against the taker of said property. *MJ*

V

I appoint JOHN BRANCA, JOHN McCLAIN and BARRY SIGEL as co-Executors of this Will. In the event of any of their deaths, resignations, inability, failure or refusal to serve or continue to serve as a co-Executor, the other shall serve and no replacement need be named. The co-Executors serving at any time after my death may name one or more replacements to serve in the event that none of the three named individuals is willing or able to serve at any time. *MJ*

The term "my executors" as used in this Will shall include any duly acting personal representative or representatives of my estate. No individual acting as such need post a bond. *MJ*

I hereby give to my Executors, full power and authority at any time or times to sell, lease, mortgage, pledge, exchange or otherwise dispose of the property, whether real or personal comprising my estate, upon such terms as my Executors shall deem best, to continue any business enterprises, to purchase assets from my estate, to continue in force and *MJ*

pay insurance premiums on any insurance policy, including life insurance, owned by my estate, and for any of the foregoing purposes to make, execute and deliver any and all deeds, contracts, mortgages, bills of sale or other instruments necessary or desirable therefor. In addition, I give to my Executors full power to invest and reinvest the estate funds and assets in any kind of property, real, personal or mixed, and every kind of investment, specifically including, but not by way of limitation, corporate obligations of every kind and stocks, preferred or common, and interests in investment trusts and shares in investment companies, and any common trust fund administered by any corporate executor hereunder, which men of prudent discretion and intelligence acquire for their own account. *ng*

VI

Except as otherwise provided in this Will or in the Trust referred to in Article III hereof, I have intentionally omitted to provide for my heirs. I have intentionally omitted to provide for my former wife, DEBORAH JEAN ROWE JACKSON. *ng*

VII

If at the time of my death I own or have an interest in property located outside of the State of California requiring ancillary administration, I appoint my domiciliary Executors as ancillary Executors for such property. I give to said domiciliary Executors the following additional powers, rights and privileges to be exercised in their sole and absolute discretion, with reference to such property: to cause such ancillary administration to be commenced, carried on and completed; to determine what assets, if any, are to be sold by the ancillary Executors; to pay directly or to advance funds from the California estate to the ancillary Executors for the payment of all claims, taxes, costs and administration expenses, including compensation of the ancillary Executors and attorneys' fees incurred by reason of the ownership of such property and by such ancillary administration; and upon completion of such ancillary administration, I authorize and direct the ancillary Executors to distribute, transfer and deliver the residue of such property to the domiciliary Executors herein, to be distributed by them under the terms of this Will, it being my intention that my entire estate *ng*

shall be administered as a writ and that my domiciliary Executors shall supervise and control, so far as permissible by local law, any ancillary administration proceedings deemed necessary in the settlement of my estate.

VIII

If any of my children are minors at the time of my death, I nominate my mother, KATHERINE JACKSON as guardian of the persons and estates of such minor children. If KATHERINE JACKSON fails to survive me, or is unable or unwilling to act as guardian, I nominate DIANA ROSS as guardian of the persons and estates of such minor children.

I subscribe my name to this Will this 7 day of July, 2002.

[Handwritten Signature]
MICHAEL JOSEPH JACKSON

On the date written below, MICHAEL JOSEPH JACKSON, declared to us, the undersigned, that the foregoing instrument consisting of five (5) pages, including the page signed by us as witnesses, was his Will and requested us to act as witnesses to it. He thereupon signed this Will in our presence, all of us being present at the same time. We now, at his request, in his presence and in the presence of each other, subscribe our names as witnesses.

Each of us is now more than eighteen (18) years of age and a competent witness and resides at the address set forth after his name.

Each of us is acquainted with MICHAEL JOSEPH JACKSON. At this time, he is over the age of eighteen (18) years and, to the best of our knowledge, he is of sound mind and is not acting under duress, menace, fraud, misrepresentation or undue influence.

05/07/15

Aventura, Florida
February __, 2003

HAND DELIVERED

John Branca, Esq.
Ziffren, Brittenham, Branca, Fischer,

Re: Discontinuance of Services

Dear John:

This is to confirm that I am terminating the services of you and your firm effective upon delivery of this letter. I have engaged David G. LeGrand, Esq., his firm, Hale Lane Peek Dennison & Howard, along with Booth Mitchel & Strange to represent my interests. I have also retained Paul Hastings and Janofsky to represent certain of my international interests. You are hereby requested to comply with the requests made of you and your firm in order to have an immediate and orderly termination of your services.

You are commanded to give Mr. LeGrand, Ms Brandt and their associates your full and unconditional cooperation. I have asked Mr. LeGrand and Ms. Brandt to obtain all of my files, records, documents, accounts for myself and all companies I own or control which may be in your possession. You are to deliver the originals of all such documents to Mr. LeGrand immediately. He will arrange copies to be returned to you.

You are commanded to immediately cease expending effort of any kind on my behalf, other than in direct cooperation with Mr. LeGrand and at his specific request. You are further directed to execute any and all documents reasonably required of you by Mr. LeGrand and Ms. Brandt to transfer control over any and all files of mine (or any business of mine) in accordance with their instructions.

I am also engaging the services of a new management company and you are to have no further discussion with Barry Siegel or Provident Financial Management with regard to my legal affairs. Mr. Siegel and Provident Financial Management no longer represent the interests of me or any business I own or control.

You are specifically instructed to immediately transfer any funds you are holding in trust for me to Mr. LeGrand.

I expect your full and complete cooperation with my new management company, Mr. LeGrand, Ms. Brandt or any other professionals under their direction to assist in their understanding my financial affairs, legal affairs and preparation of tax returns. You and your firm will be compensated at your ordinary and customary hourly rates for any such future assistance. Kindly deliver to Mr. LeGrand any invoice for your services through the date of this letter, when convenient.


Michael Jackson

III. John Gregory Branca

Interfor has investigated the background of John Gregory Branca ("Branca"). Some sources in the entertainment industry think highly of Branca. However, other sources suggest that he has built his career on the strength of his clients to a point where are rumors of irregularities involved in the accounting of legal fees.

Additionally, Interfor's investigation found a tight business relationship between Branca and Tommy Mottola, primarily in regard to the affairs of Jackson. Interfor has begun investigating the flow of funds from Jackson through Mottola and Branca into offshore accounts in the Caribbean. Interfor believes that, at this stage of the investigation, if we had additional time and a proper budget we could develop intelligence which would uncover a scheme to defraud Jackson and his empire by Mottola and Branca by diverting funds offshore.

Interfor interviewed former employees of Ziffren Brittenham Branca and Fischer for intelligence on John Branca.

A former paralegal said Branca is very quiet, intelligent, shy but lovely with a funny sense of humor. Another former employee described Branca as brilliant and said he acts less like a legal mind than as a comrade trying to get musicians' careers in order. He noted that Branca's brother is a musician.

Through very sensitive and confidential sources, we have learned that Branca sent a letter to the Justice Department describing his relationship with Jackson and the services he provided to Jackson throughout the years and indicating that his services were recently terminated. Furthermore, Branca stated that Jackson has now retained the services of Alvin Malnik ("Malnik") and suggested that the authorities will want to review Malnik's background. Furthermore, Branca suggested that Malnik's goal in this relationship is to utilize Jackson's financial resources and cash business to facilitate Malnik's comprehensive money laundering activities.

ZIFFREN, BRITTENHAM, BRANCA, FISCHER, GILBERT-LURIE & STIFFELMAN LLP

K

ALAN J. LEVINE
OF COUNSEL

OUR REFERENCE NUMBER

~~July 3, 2002~~

Resent February 5, 2003

VIA MESSENGER

Mr. Michael Jackson
MJJ Productions, Inc.

RE: "I'll Be There"

Dear Michael:

Although you previously approved use of the above-referenced recording in the commercial for J.C. Penney in accordance with the request of your brothers, we have not received a signed copy of the letter agreement between MJJ Productions, Inc. and DDB Chicago Inc. relating thereto. Therefore, enclosed herewith are four (4) copies of the document which should be counter-signed by you on behalf of MJJ Productions, Inc. and returned to me for further processing.

Of course, if you have any questions regarding the foregoing or the enclosed documents, please feel free to give me a call.

Best personal regards.

Sincerely,

Karen

Karen W. Langford
Paralegal

cc: John McClain
Trudy Green
~~Howard Kaufman~~
~~Barry Siegel Eckhart Gross~~
John Branca
(all w/enclosure)

KL/SM/0703.01/019.1.3.03

05/03

September 28, 2001

Resent: 1/29/2003

VIA MESSENGER

RE: "Earth Song" -- Bill Bottrell

Dear Michael:

Although Sony Music has been paying (and will continue to pay) the co-producer royalties due to Bill Bottrell for the above-referenced recording, they do not have a formal Letter of Direction authorizing them to do so. Therefore, I am enclosing herewith five (5) copies of a Letter of Direction which is identical in form to the letter of direction used for all direct payments of producer royalties on "Invincible" as well as previous albums. Please sign the enclosed documents on behalf of MJJ Productions, Inc. where indicated and return the documents to me for further processing.

Of course, should you have any questions regarding the enclosed form, please feel free to give me a call.

Best personal regards.

Sincerely,

Karen

Karen W. Langford
Paralegal

cc: John McClain
Trudy Green
Howard Kaufman
Barry Siegal, Edgar Gross
Mark Hanson

0000
0000
0000
0000
0000

January 2, 2002

Resent February 5, 2003

VIA MESSENGER

Mr. Michael Jackson

RE: "You Are My Life" - MJJ Productions, Inc./Ecaf Productions, Inc. t/s/o
Kenneth Edmonds p/k/a Babyface

Dear Michael:

Enclosed herewith are five (5) copies of the Agreement between the above-referenced parties relating to the above-referenced recording. As the enclosed have already been signed by Kenny, both individually on behalf of Ecaf Productions, Inc. and by Sony Music on behalf of MJJ Music, please now execute each copy of the agreement on behalf of MJJ Productions, Inc. and return the fully-executed documents to me for distribution.

Of course, should you have any questions regarding the enclosed form, please feel free to give me a call.

Best personal regards.

Sincerely,

Karen

Karen W. Langford
Paralegal

cc: John McClain
Trudy Green
Howard Kaufman
Dany Siegel - Edgar Gross
John Bianca
KLACR/MJ0102.01/1019.1.30.12

10/9, 0.2
EXECUTED

October 12, 1993

PERSONAL AND CONFIDENTIAL

REFER TO FILE NUMBER

DELIVER BY HAND

Mr. Michael Jackson
MJJ Productions

RE: Fee Arrangement

Dear Michael:

The purpose of this letter is to confirm our fee arrangement with you and your various companies. We shall render services for you as your general counsel in the music business (and, ancillary to music, in the television and home video businesses). We shall render services in other areas (such as real estate acquisitions) as we shall mutually agree upon. You shall have the right to terminate our services at any time.

During the term of our engagement, we shall receive five percent (5%) of any gross monies actually received by you or any related entity from songwriting and music publishing (including the publishing companies comprising ATV and Mijac), recording, television, home video programs, merchandising, personal appearances, commercial endorsements, sponsorship and from the operation, sale and/or other disposition of any assets owned by you or any such entity; provided, however, that excluded from the foregoing commission shall be personal appearances, engagements and sponsorships performed in 1993. If you tour, we will work out appropriate deductions for any show costs, as that term is contently understood (e.g., sound and lights), that you are required to bear. Notwithstanding the foregoing, our commission fee with respect to recording income shall commence in connection and simultaneous with the renegotiation of your Sony Records contract with respect to the delivery of a studio or a "Greatest Hits" album; and our commission with respect to your Mijac publishing income shall also commence simultaneous therewith.

The foregoing compensation does not include out-of-pocket costs, such as travel, telefaxes, messengers, photocopying and long-distance phone calls. These costs will be billed periodically. In addition, the retainer does not include any services which this firm does not customarily provide, such as litigation, tax, securities or trademark representation. We do

Very truly yours,

John G. Branca

ACCEPTED AND ACKNOWLEDGED:

MICHAEL JACKSON

MJ PUBLISHING TRUST

Myung-Ho Lee
By: MYUNG-HO LEE
Its: CO-TRUSTEE

KL/CB/Waiver 1.03/10192.26.1

OUR REFERENCE NUMBER

December 18, 1998

Mr. Michael Jackson
MJ Productions

RE: Ziffren Brittenham Branca & Fischer - Waiver of Direct Payment

Dear Michael:

In order to facilitate the loan transaction between MJ Publishing Trust and Bank of America National Trust & Savings Association (the "Loan"), you and our firm have agreed as follows:

1. The firm will waive direct payment of the 5% otherwise payable to us with respect to future "Guaranteed Advances" through September 30, 2005;
2. The firm will waive direct payment of the 5% otherwise payable to us with respect to the "Put Price"; and
3. In addition, in lieu of the \$2,275,000 that would have otherwise been payable to the firm pursuant to section 1 above, you agree to pay to the firm, and the firm agrees to accept, the full amount of \$1,864,200, which represents the aforesaid fees discounted to present value at an interest rate of 5.16% (which is the same interest rate as applicable under the Loan). The aforesaid payment shall be made from the proceeds from the Loan.

Mr. Michael Jackson
December 18, 1998
Page 2

Please confirm your agreement with the foregoing by signing in the space provided below.


Kind regards,

Sincerely,

ZIFFREN, BRITTENHAM, BRANCA &
FISCHER

By: 

AGREED AND ACCEPTED:


MICHAEL JACKSON

KJ/CR/6795/01/10/92.276.1

April _____, 2006

Mr. Michael J. Jackson
Neverland Valley Ranch

Dear Michael:

You, on your own behalf, on behalf of the Musical Compositions Parties (as defined below) and on behalf of the Membership Interest Parties (as defined below) (hereinafter, Michael Jackson, the Musical Compositions Parties and the Membership Interest Parties are collectively referred to as "you") have asked us to provide you with an accommodation in order to facilitate the re-negotiation of your agreements with Sony Music Entertainment Inc. and its affiliates and successors ("SME") and to assist you with your contemplated new loan agreement with Fortress Capital Corp. (the "Bank"). In order to facilitate the contemplated loan transaction in the principal amount of \$300,000,000 between New Horizon Trust, a Delaware statutory trust ("New Horizon"), whose beneficial owners are MJ Publishing Trust and MJ-ATV Publishing Trust, and the Bank (such loan transaction being the "Loan"), and your agreements with SME, it is agreed as follows:

1. Each of John G. Branca and Ziffren, Brittonham, Branca, Fischer, Gilbert-Lurie, Stiffelman, Cook, Johnson, Lande & Wolf LLP (together with John G. Branca, the "Firm") hereby irrevocably waive and terminate all payments, rights and interests in respect of or in connection with the Five Percent Payments (as defined below). The term "Five Percent Payments" means the Firm's right to receive (i) payments in an amount equal to five percent (5%) of the amounts that otherwise would have been paid to or received by Michael Jackson and/or MJ Publishing Trust and/or their respective assigns including New Horizon (Michael Jackson, MJ Publishing Trust and/or New Horizon and such assigns being the "Musical Compositions Parties") in respect of the musical compositions listed on Schedule A attached hereto and incorporated herein by this reference and any other right to payment on account of or arising as a result of the Musical Compositions Parties' interest in any and all such musical compositions (the "Musical Compositions") and (ii) payments in an amount equal to five percent (5%) of the amounts that otherwise would have been paid to or received by Michael Jackson and/or MJ-ATV Publishing Trust and/or New Horizon and/or their respective assigns (Michael Jackson, MJ-ATV Publishing Trust and/or such assigns being the "Membership Interest Parties") in respect of their interest (the "Company Interest") in Sony/ATV Music Publishing LLC, a Delaware limited liability company (the "Company") and any other rights to payment of all sums otherwise payable to the Membership Interest Parties under the Company's limited liability company agreement, including any and all amendments thereto (collectively, the

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"Operating Agreement"), or otherwise payable to the Membership Interest Parties on account of or as a result of their Company Interest

2. Simultaneously with the execution hereof, the signatories to this Letter Agreement shall execute that certain Payment, Settlement and Mutual Release Agreement (the "Settlement Agreement"), a true and correct copy of which is attached hereto as Exhibit B.

3. The Firm acknowledges and consents to the rights of SME and designees of SME (i) to purchase a portion of the Company Interest pursuant to an option contained in the Operating Agreement, such portion not to exceed 50% of the Company Interest; (ii) to purchase the Musical Compositions and the Company Interest in any liquidation or foreclosure in connection with the Loan and (iii) to have a right of first refusal and last offer with respect to any sale of the Musical Compositions and Company Interest in connection with the Loan and acknowledges and agrees that upon any such purchase they will own the Musical Compositions and Company Interest free and clear of any claims by the Firm; provided however, that such acknowledgement and consent is not a waiver of any of the Firm's rights under the Settlement Agreement.

4. Notwithstanding anything to the contrary contained in this Letter Agreement or the Settlement Agreement, neither this Letter Agreement nor the Settlement Agreement shall be effective until such time as all of the following shall have occurred (all of which shall be done contemporaneous with the Firm's waiver of its receipt of payments, rights and interests in the Company Interest the Musical Compositions pursuant to this Letter Agreement and its release of its UCC-1 Filings and Copyright Filings pursuant to the Settlement Agreement) (the "Waiver Effective Date"): (A) Michael J. Jackson's indefeasible payment to the Firm of the Waiver Payment (as defined in the Settlement Agreement) and the Firm's receipt of the Waiver Payment in immediate, same day U.S. federal funds by wire transfer in accordance with the wire transfer instructions set forth in paragraph 4 of the Settlement Agreement; (B) the Firm has received copies of this Letter Agreement and the Settlement Agreement with duly executed original signatures (with notarizations) by all the signatories thereto, and the Firm has delivered to White & Case LLP copies of this Letter Agreement and the Settlement Agreement duly executed by the Firm, (C) the Firm has received copies of the MJ Publishing Trust and the MJ-ATV Publishing Trust documents in the form attached to the Settlement Agreement as Schedule C (the "MJ Trust Documents") with duly executed original signatures (with notarizations) by all the signatories thereto, (D) White & Case LLP has delivered to the Firm a duly executed certificate in the form of Exhibit A attached hereto; and (E) the Firm has received duly executed opinion letters from Morris, James, Hitchens & Williams LLP in favor of the Firm in the forms attached to the Settlement Agreement as Schedule D.

5. The Bank (as lender, administrative agent and collateral agent), DBCG LLC, the Company and Sony (as defined in the Operating Agreement) and their respective affiliates, successors and assigns shall be third party beneficiaries of this Letter Agreement and paragraph 3 of the Settlement Agreement.

6. You represent and warrant that your counsel, White & Case LLP, has advised and explained to you (in your individual capacity, in your capacity as the beneficiary of the MJ Publishing Trust, and in your capacity as the owner of the MJ-ATV Publishing Trust) the

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material terms of this Letter Agreement and the Settlement Agreement (collectively, the "Transaction"), and that you are signing these documents with full knowledge and understanding of the Transaction. You further represent and warrant that you are not being represented by the Firm in connection with the Transaction. Effective as of the Waiver Effective Date, this is to confirm that the Firm shall no longer be representing you in any capacity or providing any legal or other services to you.

[signatures on following page]

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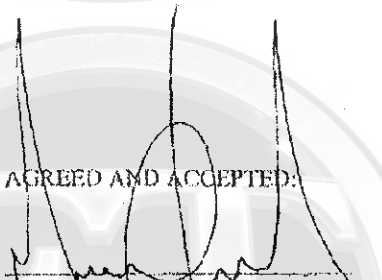
Please confirm your agreement with the foregoing by signing in the space provided below.

Kind regards,

ZIFFREN, BRITTENHAM, BRANCA,
FISCHER, GILBERT-LURIE,
STIFFELMAN, COOK, JOHNSON,
LANDE & WOLF LLP


By: _____
Name:
Title:

AGREED AND ACCEPTED:


Michael J. Jackson, in his individual capacity, in his capacity as the beneficiary of the MJ Publishing Trust, and in his capacity as the owner of the MJ-ATV Publishing Trust


MJ PUBLISHING TRUST

By: _____
Name: Katherine Jackson
Title: Co-Trustee

By: 
Name: HH Shk Abdullah Bin Hamad Bin Isa Bin Salman Al-Khalifa
Title: Co-Trustee

John G. Branca
KINGDOM OF BAHRAIN
TOWN OF MANAMA
EMBASSY OF THE
UNITED STATES OF AMERICA } SS

NOTARY REQUIRED


Sara M. Cobb
Vice Consul of the
United States of America

INDEFINITELY

MJ-ATV PUBLISHING TRUST

By: 
Name: Michael J. Jackson
Title: Manager

By: _____
Name: Katherine Jackson
Title: Manager

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LITIGATION MATERIALS

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ACKNOWLEDGMENTS

STATE OF _____)
) SS.
COUNTY OF _____)

KINGDOM OF BAHRAIN
TOWN OF MANAMA
EMBASSY OF THE
UNITED STATES OF AMERICA } SS

On March 29, 2006, before me, Sara M. Cobb, Notary Public, personally appeared Michael J. Jackson, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity(ies) upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Sara M. Cobb

Signature: (seal)

Sara M. Cobb
Vice Consul of the
United States of America
INDEFINITELY

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794-00001

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LITIGATION MATERIALS

March 2006

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Please confirm your agreement with the foregoing by signing in the space provided below.

Kind regards,

ZIFFREN, BRITTENHAM, BRANCA,
FISCHER, GILBERT-LURIE,
STIFFELMAN, COOK, JOHNSON,
LANDE & WOLF LLP

By: _____
Name:
Title:

John Q. Branca

AGREED AND ACCEPTED:

Michael J. Jackson, in his individual capacity, in his capacity as the beneficiary of the MJ Publishing Trust, and in his capacity as the owner of the MJ-ATV Publishing Trust

MJ PUBLISHING TRUST

By: *Katherine Jackson*
Name: Katherine Jackson
Title: Co-Trustee

By: _____
Name: HH Shk Abdullah Bin Hamad Bin Isa Bin Salman Al-Khatifa
Title: Co-Trustee

NOTARY REQUIRED

MI-ATV PUBLISHING TRUST

By: _____
Name: Michael J. Jackson
Title: Manager

By: *Katherine Jackson*
Name: Katherine Jackson
Title: Manager

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OFFICIAL SEAL
HOBBS HIRAKO
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 1542380
LOS ANGELES COUNTY
Commission Exp. February 5, 2009

D 2443

FROM WHITE & CASE LLP NYC29 SOUTH

(NON) 4. 3'06 23:55/ST. 23:54/NO. 4200000566 P 3

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.



On April 4, 2006, before me, NOBUO HIRAKO Notary Public, personally appeared Katherine Jackson, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacities, and that by her signatures on the instrument the entities upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.


Signature

(seal)



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D 2444

Michael Jackson
October 12, 1993
Page 2

not typically bill the five percent (5%) fee. Instead, we depend upon clients and their business managers to send us checks as and when income is received.

We believe that this fee arrangement is fair and reasonable under California law, including the California Rules of Professional Conduct. We urge you to consult, if you wish, with an independent lawyer of your choice about this fee arrangement. If you or any independent lawyer have any questions about this fee arrangement, please feel free to call me.

If you wish to discuss the foregoing, please feel free to call me. Otherwise, please sign a copy of this letter below and return it to me.

Kindest regards,


John G. Branca

JB/bs

AGREED TO AND ACCEPTED:


MICHAEL JACKSON

JB/LA/1012MJS/ED/1019/93

1 of 1 v. 2
EXECUTED

MICHAEL JACKSON
ATV MUSIC LTD.
WELBECK MUSIC LTD.
ATV NORTHERN SONGS, PTY LTD.
BREAKAWAY SONGS LTD.
DESERT SONGS LTD.
LENMACK ENTERPRISES LTD.,
NORTHERN SONGS LTD.
COMET MUSIC LTD.
ITC FILM SCORES LTD.
LAWRENCE RIGHT MUSIC COMPANY LTD.
MARBLE ARCH MUSIC LTD.
RHYMEGLEN LTD. (the ATV Companies)
c/o MJJ Productions

Dated: 11-5-93

EMI Music Publishing,
EMI April Music, Inc. and
EMI Blackwood Music, Inc.

Gentlemen:

Reference is made to the following agreements (the "Agreements") between you and all or certain of us, all of which are dated as of November ____, 1993:

1. Acquired Compositions Administration Agreement.
2. Purchase Agreement.
3. Administration Agreement.

On behalf of the ATV companies, this shall serve as our irrevocable direction to you to account for and pay to Ziffren, Brittenham & Branca ("ZBB"), 2121 Avenue of the Stars, 32nd Floor, Los Angeles, CA 90067 five percent (5%) of all advances and/or royalties payable to us or any of us pursuant to any of the Agreements, at the same time as same otherwise are payable to us, except that with regard to the advance payable to me on December 15, 1993, you are instructed to pay the fee to ZBB upon execution of the Agreements.

(Signatures on next page)

1019.3.1.7

Very truly yours,

[Signature]
MICHAEL JACKSON

WELBECK MUSIC LTD.

By: *[Signature]*

PTY LTD.

By: *[Signature]*

DESERT SONGS LTD.

By: *[Signature]*

NORTHERN SONGS LTD.

By: *[Signature]*

ITC FILM SCORES LTD.

By: *[Signature]*

MARBLE ARCH MUSIC LTD.

By: *[Signature]*

ATV MUSIC LTD.

By: *[Signature]*

ATV NORTHERN SONGS

By: *[Signature]*

BREAKAWAY SONGS LTD.

By: *[Signature]*

LENMACK ENTERPRISES LTD.

By: *[Signature]*

COMET MUSIC LTD.

By: *[Signature]*

LAWRENCE RIGHT MUSIC CO. LTD.

By: *[Signature]*

1079.3.1.7
November 3, 1993

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JB/LA
MJZBB.A01

CERTIFICATE

The undersigned hereby acknowledges his understanding of the Letter of Direction to which this Certificate is attached and that he has given his informed approval thereto. In that regard, the undersigned has consulted with _____ of _____ before signing such document.



MICHAEL JACKSON

The undersigned hereby confirms that (i) he has been consulted by Michael Jackson in connection with the Letter of Direction to which this Certificate is attached, and (ii) the undersigned has advised him in connection therewith.

By: _____

PERSONAL AND CONFIDENTIAL

REFER TO FILE NUMBER

DELIVER BY HAND

Mr. Michael Jackson
MJ Productions

RE: Fee Arrangement

Dear Michael:

The purpose of this letter is to confirm our supplementary fee arrangement with you and your various companies. This agreement is in addition to, and not in lieu of or otherwise offset by that certain prior fee agreement between you and us.

In consideration of our services as general counsel to you and your companies, separate and apart from serving as counsel to you in the recorded music, personal appearance and music publishing fields, including, *inter alia*, advising and coordinating the services of your other professional advisors, including business managers and other counsel, in areas of charities and non-for-profit organizations, real estate, motion pictures and television, tax, litigation and corporate practice, during each year of the term of our engagement commencing as of January 1, 1994 and continuing for at least one year, we shall receive Seven Hundred and Fifty Thousand Dollars (\$750,000) per year, payable in twelve, equal monthly installments on the first day of each month. By way of clarification, we will not be rendering legal services in the fields of practice hereinabove specified, which services will be rendered by outside counsel engaged separately by you.

The foregoing compensation does not include out-of-pocket costs, such as travel, telefaxes, messengers, photocopying and long-distance phone calls. These costs will be billed periodically. In addition, the retainer does not include any services which this firm does not customarily provide, such as litigation, tax, securities or trademark representation. We do not typically bill retainers of this nature. Instead, we depend upon clients and their business managers to send us payments pursuant to the agreed schedule.

We believe that this fee arrangement is fair and reasonable under California law, including the California Rules of Professional Conduct. We urge you to consult, if you wish,

6/2/94

Michael Jackson
January 28, 1994
Page 2

with an independent lawyer of your choice about this fee arrangement. If you or any independent lawyer have any questions about this fee arrangement, please feel free to call me.

If you wish to discuss the foregoing, please feel free to call me. Otherwise, please sign a copy of this letter below and return it to me.

Kindest regards,

John Branco

IE/gss

ACRRED TO AND ACCEPTED:

MICHAEL JACKSON

GS/ED/MJL/CZ/1010.73

5/28/94

MICHAEL JACKSON
Warner Bros. Inc.

Los Angeles, California 90069

Dated: As of December _____, 1997

Warner/Chappell Music

Attention: Les Bider

Gentlemen:

Reference is hereby made to the Administration Agreement, dated June 12, 1980, between you (and/or certain of your affiliates) and Michael Jackson doing business as Mijac Music (and/or certain other publishing entities owned by me) as same has been or may hereafter be amended (the "Agreement").

Pursuant to the Agreement, the undersigned has acquired (or will hereafter acquire) an interest in certain musical compositions as set forth on Schedule 1 attached hereto and incorporated herein by this reference.

Pursuant to and in accordance with the terms and provisions of the Agreement, you are required to pay to the undersigned certain monies derived from the Compositions. Although the Agreement requires you to make all of the aforesaid payments to the undersigned, the undersigned hereby requests and irrevocably authorizes you to pay five percent (5%) of all such monies to John Branca (or his designee, currently Ziffren, Brittenham, Branca & Fischer) (the "Firm"), it being understood and agreed that, without limiting or otherwise affecting my payment obligations to the Firm, the aforesaid payments shall be made by you so long as you shall not have received notice from NationsBank N.A. (the "Bank") that an "Event of Default" or a "Default" (as each such term is defined in the Security Agreement, dated as of February 20, 1997, as same has been or may hereafter be amended, from the undersigned to the Bank) shall have occurred and be continuing.

This assignment is irrevocable and is coupled with an interest.

All payments under this authorization will constitute payment to the undersigned. The undersigned will indemnify and hold you harmless against any claims asserted against you and any damages, losses or expenses you incur by reason of any erroneous payment or failure to comply with this authorization or otherwise in connection herewith.

1019.9.2
December 10, 1997

KJ/CR
43883.01

1019.9.2
December 10, 1997

SCHEDULE 1

After Midnight
Ain't No Stoppin' Us Now
Back Stabbers
Bad Luck
Becha By Golly Wow
Dr. Feelgood
Ease On Down The Road
For The Love Of Money
Great Balls of Fire

I Got A Woman
I Never Loved A Man
If You Don't Know Me By Now
I'm In Love
I'm Stoned In Love With You
Love Train
Mighty Love
Money Honey
Mr. Bojangles
People Get Ready
Right Place Wrong Time
Shake, Rattle and Roll
Since You've Been Gone
Sixteen Candles
Then Came You
What'd I Say
When A Man Loves A Woman
Year Of The Cat
Your Love Has Lifted Me Higher
You're Sixteen

1019.02
December 10, 1997

KLICR
43883.01

KLICR
43883.01

MICHAEL JACKSON

Los Angeles, California 90069

Dated: November 7, 1995

Sony/ATV Music Publishing LLC
A Delaware Limited Liability Company

Gentlemen:

Reference is hereby made to the Operating Agreement, dated of even date herewith, among Sony Music Publishing, a division of Sony Music Entertainment, Inc., a Delaware corporation ("SMP"), the affiliates of SMP listed on Schedule 1 annexed thereto and Michael Jackson (the "Agreement").

Pursuant to paragraph 5.2 of the Agreement, you are required to pay to the undersigned:

- (i) an amount equal to \$11,500,000 (the "Initial Amount");
- (ii) an amount equal to the Second Capital Contribution;
- (iii) an amount equal to the Third Capital Contribution; and
- (iv) an amount equal to the Fourth Capital Contribution.

In addition, pursuant to paragraph 5.3 of the Agreement, you are required to pay to the undersigned distributions of Excess Cash Flow and certain Guaranteed Advances (including, without limitation, the Initial Advance). There may be further payments to the undersigned upon the liquidation of the Company (as such term is defined in the Agreement) or upon exercise of certain Exit Strategies (as such term is defined in the Agreement) in accordance with the provisions of paragraph 7.8 of the Agreement.

Although the Agreement requires you to make all of the aforesaid payments to the undersigned, the undersigned hereby requests and irrevocably authorizes you to pay five percent (5%) of all such monies to John Branca (or his designee, currently Ziffren, Brittenham, Branca & Fischer) (John Branca and/or such designee being collectively hereinafter referred to as the "Firm"); provided, however, that an amount equal to the aforesaid percent of the Second Capital Contribution is to be paid to the Firm out of (and at

the same time as) the Initial Amount (rather than out of the Second Capital Contribution), it being understood and agreed that, without limiting or otherwise affecting my payment obligations to the Firm, the aforesaid payments shall be made by you so long as you shall not have received notice from NationsBank N.A. (the "Bank") that an "Event of Default" or a "Default" (as each such term is defined in the Security Agreement, dated as of November 1995, from the undersigned to the Bank) shall have occurred and be continuing. Without limiting the generality of the foregoing, it is intended that you shall make the following payments to the Firm:

(a) an amount equal to \$3,900,000 on the same date as the Initial Amount is paid to the undersigned;

(b) an amount equal to \$325,000 on the same date as the Initial Advance is paid to the undersigned;

(c) an amount equal to \$925,000 on the same date as the Third Capital Contribution is paid to the undersigned; and

(d) an amount equal to \$925,000 on the same date as the Fourth Capital Contribution is paid to the undersigned.

This assignment is irrevocable and is coupled with an interest.

All payments under this authorization will constitute payment to the undersigned. The undersigned will indemnify and hold you harmless against any claims asserted against you and any damages, losses or expenses you incur by reason of any erroneous payment or failure to comply with this authorization or otherwise in connection herewith.

All monies becoming payable under this authorization will be sent to the Firm, 2121 Avenue of the Stars, 32nd Floor, Los Angeles, California 90067, or will be sent by wire transfer pursuant to wire instructions forwarded by the Firm to you, or otherwise as directed by John Branca.

Very truly yours,

By: 

MICHAEL JACKSON

ACCEPTED AND AGREED TO:

SONY/ATV MUSIC PUBLISHING LLC
A Delaware Limited Liability Company

By: 

10192281
September 25, 1998

December 23 1998

Sony/ATV Music Publishing LLC
A Delaware Limited Liability Company

Gentlemen:

Reference is hereby made to the Letter of Direction ("Letter of Direction") from Michael Jackson to you, dated as of November 7, 1995 regarding the payment to John Branca (or his designee, currently Ziffren, Brittenham, Branca & Fischer) (collectively, the "Firm") of certain monies otherwise payable to Michael Jackson pursuant to the Operating Agreement (the "Agreement") among Sony Music Publishing, a division of Sony Music Entertainment, Inc., a Delaware corporation ("SMP"), the affiliates of SMP listed on Schedule I annexed thereto and Michael Jackson. (Capitalized terms used herein, and not defined herein, shall have the meanings ascribed to such terms in the Agreement.)

Notwithstanding anything to the contrary contained in the Letter of Direction, it is hereby specifically acknowledged and agreed that you shall have no obligation whatsoever to make any payment to the undersigned pursuant to the Letter of Direction with respect to the following payments to (or on behalf of) Michael Jackson (or his assignee or designee):

1. Payment of Excess Cash Flow and the Guaranteed Advances which may otherwise be payable pursuant to Section 5.3 of the Agreement from the date hereof through the end of the First Guaranteed Distribution Period (the "Waiver Period"); provided, however, this waiver shall only apply to the first Six Million Five Hundred Thousand Dollars (\$6,500,000) payable in any Guaranteed Distribution Year within the Waiver Period.
2. Payment of the Put Price pursuant to Section 7.9 of the Agreement.

Except as specifically set forth herein, all payments, if any, to which the undersigned is entitled pursuant to the Letter of Direction (including, without limitation, Excess Cash



[Handwritten mark]

For the Secretary of State / From the Secretary of State

If this document is to be used in a country which is not party to the Hague Convention of 5 October 1961, it should be presented to the consular section of the mission representing that country. An apostille or legalization certificate only certifies that the signature, seal or stamp on the document is genuine. It does not mean that the contents of the document are correct or that the Foreign & Commonwealth Office approves of the contents.

**CONFIDENTIAL
LITIGATION MATERIALS**

D 2449

[Vertical text]

Barry Siegel, CPA
Provident Financial Management

August 26, 2003

Mr. Michael Jackson
John G. Branca, Esq.
Mr. John McClain

Re: **Michael Jackson Insurance Trust**
Michael Jackson Family Trust
Last Will of Michael Joseph Jackson

Gentlemen:

The undersigned hereby acknowledges his previous resignation as a co-trustee of the Michael Jackson Insurance Trust.

The undersigned hereby advises you that he declines to act as a co-trustee of the Michael Jackson Family Trust and as a co-executor of the last will of Michael Joseph Jackson.

Very truly yours,


Barry Siegel

Attachment 3f(2)(a)

Barry Siegel
PROVIDENT FINANCIAL MANAGEMENT
February 4, 2003
Page 2

In order to effect an orderly transition, you are authorized to prepare checks for payroll and ordinary expenses, and only such other payments as may be requested by IBM during the transition. Please continue to prepare these checks for payroll and ordinary expenses until other arrangements can be made, and provide copies of these disbursements to IBM.

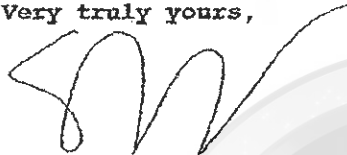
Upon receipt of this letter, please do the following:

1. Provide access to IBM of all files, books and records, in all media types, pertaining to Mr. Jackson.
2. Cooperate with IBM to transfer all account authority to IBM and its designees (further direction will be provided to you by IBM).
3. Deliver to IBM all files, books, records and billing documents, in all media types, pertaining to Mr. Jackson. Please let us know if you wish to request any copies.
4. Prepare for IBM a manual detailing your handling of matters for Mr. Jackson.

We will be providing you with further instructions to ensure an orderly transition.

Thank you for your anticipated cooperation in the transition and delivery process.

Very truly yours,



STACIE L. BRANDT

Enclosure

VIA FACSIMILE AND U.S. MAIL

Sony/ATV Music Publishing LLC

RE: Representation of Michael Jackson and Sony/ATV Music Publishing LLC

Ladies and Gentlemen:

This letter pertains to the proposed joint representation by Ziffren, Brittenham, Branca, Fischer, Gilbert-Lurie & Stiffelman, LLP (or any successor firm) (the "Firm") of Michael Jackson (and his related and affiliated entities) ("Jackson") and Sony/ATV Music Publishing LLC (and its related and affiliated entities) (herein "Sony/ATV") in connection with the potential acquisition of the catalog of songs owned but not written by Jerry Leiber and Mike Stoller (the "Owned Catalog") and/or the potential acquisition of, or the administration of, the catalog of songs written by Messrs. Leiber and Stoller (the "Written Catalog"; the Owned Catalog and the Written Catalog, collectively, the "Catalogs"; a transaction to acquire either or both the Owned Catalog and/or the Written Catalog, a "Transaction"). In connection with that representation, the Firm has informed Sony/ATV of the following:

(a) Rule 3-310 of the California Rules of Professional Conduct governing attorneys which provides that a member of the State Bar may not represent conflicting interests absent the client's informed written consent.

(b) California Evidence Code §962 relating to the attorney-client privilege which provides: "Where two or more clients have retained or consulted a lawyer upon a matter of common interest, none of them, nor the successor in interest of any of them, may claim a privilege under this article as to a communication made in the course of that relationship when such communication is offered in a civil proceeding between one of such clients (or his successor in interest) and another of such clients (or his successor in interest)".

Sony/ATV understands that the Firm has been retained by and currently represents Jackson in connection with a variety of matters. Sony/ATV has nevertheless asked the Firm to represent Sony/ATV in connection with the potential Transaction. Although it does not appear that this would create an actual conflict of interest, there might be the potential for a conflict, or the appearance of a conflict of interest, since among other things the Firm represents Jackson, and the Firm stands to receive payment directly from Sony/ATV for the Firm's services regarding the Transaction.

It is possible that a conflict of interest may develop as between Jackson and Sony/ATV. If litigation or a dispute occurs among Jackson, on the one hand, and Sony/ATV, on the other hand, and if either Jackson, Sony/ATV, or the Firm is called upon to testify in any such legal action regarding communications between Sony/ATV and the Firm relating to the Transaction, since any such communication is not protected by the attorney-client privilege in that type of joint representation situation, the attorney-client privilege could not be asserted to avoid or prevent the giving of such testimony or evidence. However, with regard to any disputes or controversies with any person, firm or entity other than a dispute between Sony/ATV and Jackson, the attorney-client privilege would still exist and protect confidentiality of such communications.

The Firm understands that Sony/ATV is willing to waive Sony/ATV's right to assert the existence of any claim of conflict of interest in connection with the Firm's representation of Sony/ATV and Jackson in matters in any existing or future transactions and/or disputes (including, but not limited to, formal litigation) by virtue of the fact that the Firm is representing and/or has represented Jackson and Sony/ATV. In addition, in the event of any dispute between or among Sony/ATV and Jackson, the Firm reserves the right to represent Jackson, even against Sony/ATV, and to withdraw from representing Sony/ATV.

Sony/ATV's agreement to have the Firm represent Sony/ATV in the Transaction is based on Sony/ATV's express waiver of any right or potential right to use the fact that the Firm has represented Jackson and Sony/ATV, or that the Firm may do so in the future, as a means of seeking the Firm's recusal and/or disqualification in connection with any other matter. Sony/ATV further acknowledges and confirms that Sony/ATV's retention of the Firm's services in connection with the Transaction will not preclude the Firm's ability to represent and provide legal services to individuals and/or entities (including, without limitation, Jackson) which have or may have interest adverse to Sony/ATV, nor will Sony/ATV at any time assert that the Firm has a conflict of interest in representing any individual or entity as a result of the Firm having been retained by Sony/ATV with respect to the Transaction; provided, however, that the Firm shall not use, in such representation of any party (other than Jackson), any facts or information which the Firm acquires in connection

Sony/ATV Music Publishing LLC
August 14, 2002
Page 3

with the Firm's representation of Sony/ATV in the Transaction. Sony/ATV acknowledges that the Firm will not be restricted from disclosing information obtained in the representation of Sony/ATV in the Transaction to Jackson. These waivers are made by Sony/ATV following the Firm's disclosures herein.

If Sony/ATV consents to the Firm's representation in light of the circumstances described above and notwithstanding the potential conflict of interest discussed above, and after Sony/ATV's full investigation of the facts, and after Sony/ATV either consulted or had the opportunity to consult independent counsel but chose not to do so, please sign a copy of this letter where indicated below. Such signature will also confirm the authority of the person executing this letter to do so on behalf of Sony/ATV, and Sony/ATV's agreement to execute any other and further documents as may be necessary to effectuate the intent hereof.


Sincerely,

ZIFFREN, BRITENHAM, BRANCA, FISCHER,
GILBERT-LURIE & STIFFELMAN, LLP


John G. Branca

ACCEPTED AND AGREED:

SONY/ATV MUSIC PUBLISHING LLC


By: RICHARD ROWE
For itself and on behalf of each of its
affiliated and related entities

KL/SJ/SATV0809.01/1019.A13.5

VIA FACSIMILE AND U.S. MAIL

Mr. Michael Jackson
MJJ Productions, Inc.

RE: Representation of Michael Jackson and Sony/ATV Music Publishing LLC

Dear Michael:

This letter pertains to the proposed joint representation by Ziffren, Brittenham, Branca, Fischer, Gilbert-Lurie & Stiffelman, LLP (the "Firm") of you (and your related and affiliated entities) and Sony/ATV Music Publishing LLC (herein "Sony/ATV") in connection with the potential acquisition and/or administration by Sony/ATV of the Leiber/Stoller catalogs (the "Transaction"). Although it does not appear that this joint representation would create an actual conflict of interest, the Firm is obligated to point out to you that there might be the potential for a conflict of interest to develop as between and among you (and your related and affiliated entities), on the one hand, and Sony/ATV, on the other hand, or at least the appearance of a conflict of interest. Rule 3-310 of the California Rules of Professional Conduct governing attorneys (a copy of which is enclosed for your review) provides that a member of the State Bar may not represent conflicting interests absent the client's informed written consent. The Firm also is required and wishes to inform you of the following provisions of California Evidence Code §962 relating to the attorney-client privilege where there is joint representation:

"Where two or more clients have retained or consulted a lawyer upon a matter of common interest, none of them, nor the successor in interest of any of them, may claim a privilege under this article as to a communication made in the course of that relationship when such communication is offered in a civil proceeding between one of such clients (or his successor in interest) and another of such clients (or his successor in interest)."

Accordingly, if litigation or any dispute occurs among you and Sony/ATV in the future, and if either you, Sony/ATV or the Firm is asked to testify in that legal action about communications between you, Sony/ATV and the Firm relating to the Transaction, since

Mr. Michael Jackson
August 14, 2002
Page 2

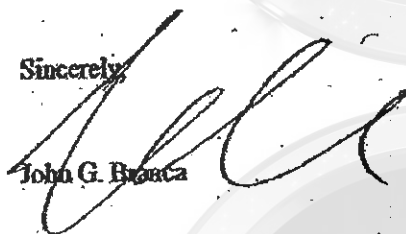
those communications are not protected by the attorney-client privilege in that type of joint representation situation, the attorney-client privilege could not be asserted to avoid or prevent that testimony or evidence. However, in any disputes with anyone other than a dispute between you and Sony/ATV, the attorney-client privilege would still exist and protect confidentiality of those communications.

The Firm understands that you are willing to waive your right to assert any claim of conflict of interest in connection with the Firm's representation of you and Sony/ATV in any existing or future disputes (including, but not limited to, formal litigation) by virtue of the fact that the Firm is representing and/or has represented you and Sony/ATV. If you agree to these terms and conditions, you will not be able to use the fact that the Firm has represented you, or your entities, and Sony/ATV as a means of seeking the recusal and/or disqualification of the Firm in connection with any other matter.

If you agree to the Firm's representation in light of these circumstances and notwithstanding the potential conflicts of interest, and although a potential conflict could arise in the future, and you acknowledge that the Firm has fully disclosed all relevant circumstances and have advised you of any actual or reasonably foreseeable effects of such circumstances upon such representation, the Firm will undertake to represent you in connection with the Transaction.

Before signing this Agreement, you have the right to and should consult with independent counsel to advise you whether it is in your best interests to consent to having the Firm represent you jointly in connection with the Transaction. If you consent to the Firm's representation after your full investigation of the facts, and after you either consulted or had the opportunity to consult independent counsel but chose not to do so, please sign below to indicate your acceptance.

Sincerely,



John G. Branca

ACCEPTED AND AGREED:

MICHAEL JACKSON
Individually and on behalf of each of his
affiliated and related entities

LA 02/019/1.3.5

August 27, 2002

VIA MESSENGER

Martin Singer, Esq.
Lavelly & Singer

RE: Sony/ATV Music/Leiber-Stoller

Dear Marty:

Enclosed are two originals of the conflict letter with Michael. I have signed both of them. I would appreciate it if you could have Michael sign both and return one to me for my files.

Also enclosed are four copies of the Unanimous Written Consent which I have signed. Please have Michael sign it and then we should have it signed by John McClain and Barry Siegel.

Best personal regards.

Very truly yours,


John G. Branca

JGB/la
Enclosure(s)

JGB/187638.1/1019.0

5000

VIA FACSIMILE AND U.S. MAIL

Mr. Michael Jackson
MJJ Productions, Inc.

RE: Representation of Michael Jackson and Sony/ATV Music Publishing LLC

Dear Michael:

This letter pertains to the proposed joint representation by Ziffren, Brittenham, Branca, Fischer, Gilbert-Lurie & Stiffelman, LLP (the "Firm") of you (and your related and affiliated entities) and Sony/ATV Music Publishing LLC (herein "Sony/ATV") in connection with the potential acquisition and/or administration by Sony/ATV of the Leiber/Stoller catalogs (the "Transaction"). Although it does not appear that this joint representation would create an actual conflict of interest, the Firm is obligated to point out to you that there might be the potential for a conflict of interest to develop as between and among you (and your related and affiliated entities), on the one hand, and Sony/ATV, on the other hand, or at least the appearance of a conflict of interest. Rule 3-310 of the California Rules of Professional Conduct governing attorneys (a copy of which is enclosed for your review) provides that a member of the State Bar may not represent conflicting interests absent the client's informed written consent. The Firm also is required and wishes to inform you of the following provisions of California Evidence Code §962 relating to the attorney-client privilege where there is joint representation:

"Where two or more clients have retained or consulted a lawyer upon a matter of common interest, none of them, nor the successor in interest of any of them, may claim a privilege under this article as to a communication made in the course of that relationship when such communication is offered in a civil proceeding between one of such clients (or his successor in interest) and another of such clients (or his successor in interest)."

Accordingly, if litigation or any dispute occurs among you and Sony/ATV in the future, and if either you, Sony/ATV or the Firm is asked to testify in that legal action about communications between you, Sony/ATV and the Firm relating to the Transaction, since

Mr. Michael Jackson
August 14, 2002
Page 2

those communications are not protected by the attorney-client privilege in that type of joint representation situation, the attorney-client privilege could not be asserted to avoid or prevent that testimony or evidence. However, in any disputes with anyone other than a dispute between you and Sony/ATV, the attorney-client privilege would still exist and protect confidentiality of those communications.

The Firm understands that you are willing to waive your right to assert any claim of conflict of interest in connection with the Firm's representation of you and Sony/ATV in any existing or future disputes (including, but not limited to, formal litigation) by virtue of the fact that the Firm is representing and/or has represented you and Sony/ATV. If you agree to these terms and conditions, you will not be able to use the fact that the Firm has represented you, or your entities, and Sony/ATV as a means of seeking the recusal and/or disqualification of the Firm in connection with any other matter.

If you agree to the Firm's representation in light of these circumstances and notwithstanding the potential conflicts of interest, and although a potential conflict could arise in the future, and you acknowledge that the Firm has fully disclosed all relevant circumstances and have advised you of any actual or reasonably foreseeable effects of such circumstances upon such representation, the Firm will undertake to represent you in connection with the Transaction.

Before signing this Agreement, you have the right to and should consult with independent counsel to advise you whether it is in your best interests to consent to having the Firm represent you jointly in connection with the Transaction. If you consent to the Firm's representation after your full investigation of the facts, and after you either consulted or had the opportunity to consult independent counsel but chose not to do so, please sign below to indicate your acceptance.

Sincerely,


John G. Branca

ACCEPTED AND AGREED:

MICHAEL JACKSON
Individually and on behalf of each of his
affiliated and related entities

LA 02/019.41.3.5

TELECOPY/FAX COVER SHEET

DATE: September 10, 2002 TIME: _____

TO: **John G. Branca, Esq.
Ms. Karen Langford
ZIFFREN, BRITTENHAM, BRANCA, FISCHER,
GILBERT-LURIE & STIFFELMAN**

**PLEASE DISTRIBUTE
INTERNAL COPIES**

FROM: **Martin D. Singer, Esq.
LAVELY & SINGER**

RE: **Michael Jackson/ATV Music Publishing**

NUMBER OF PAGES 6 (including this cover sheet)

**PLEASE NOTIFY US AS SOON AS POSSIBLE AT
TRANSMISSION PROBLEMS. THANK YOU.**

OF ANY

SENT TO TELECOPIER NO.

CLIENT/MATTER/FILE NO.

COMMENTS:

**THIS MESSAGE IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHICH IT IS
ADDRESSED, AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL AND
EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW. IF THE READER OF THIS MESSAGE IS NOT
THE INTENDED RECIPIENT, OR THE EMPLOYEE OR AGENT RESPONSIBLE FOR DELIVERING THE
MESSAGE TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISCLOSURE,
COPYING, DISTRIBUTION OR THE TAKING OF ANY ACTION IN RELIANCE ON THE CONTENTS OF
THIS FACSIMILE TRANSMISSION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS
TRANSMISSION IN ERROR, PLEASE NOTIFY US BY TELEPHONE IMMEDIATELY SO THAT WE CAN
ARRANGE FOR THE RETURN OF THE DOCUMENTS TO US AT NO COST TO YOU. THANK YOU.**

CONFIRMATION # _____

0001

VIA TELECOPIER
AND U.S. MAIL

John Branca, Esq.
ZIFFREN, BRITTENHAM, BRANCA, FISCHER,
GILBERT-LURIE & STIFFELMAN

Re: Michael Jackson/Sony - ATV Music Publishing
Our File No:

Dear John:

I am enclosing herewith a copy of the Conflict Letter that Michael Jackson signed for your files. Michael also signed the Unanimous Written Consent forms. I am forwarding the documents to Barry Siegel and John McClain to obtain their signatures. As soon as I receive everyone's signature, I will forward the documents to you.

Best regards.

Sincerely,

Martin D. Singer (psw)

MARTIN D. SINGER

Enclosure

cc: Ms. Karen Langford (w/encl.) (via telecopier)

MDS:psw
213-337ALET 090012

VIA FACSIMILE AND U.S. MAIL

Mr. Michael Jackson
MJJ Productions, Inc.

RE: Representation of Michael Jackson and Sony/ATV Music Publishing LLC

Dear Michael:

This letter pertains to the proposed joint representation by Ziffren, Brittenham, Branca, Fischer, Gilbert-Lurie & Stiffelman, LLP (the "Firm") of you (and your related and affiliated entities) and Sony/ATV Music Publishing LLC (herein "Sony/ATV") in connection with the potential acquisition and/or administration by Sony/ATV of the Leiber/Stoller catalogs (the "Transaction"). Although it does not appear that this joint representation would create an actual conflict of interest, the Firm is obligated to point out to you that there might be the potential for a conflict of interest to develop as between and among you (and your related and affiliated entities), on the one hand, and Sony/ATV, on the other hand, or at least the appearance of a conflict of interest. Rule 3-310 of the California Rules of Professional Conduct governing attorneys (a copy of which is enclosed for your review) provides that a member of the State Bar may not represent conflicting interests absent the client's informed written consent. The Firm also is required and wishes to inform you of the following provisions of California Evidence Code §962 relating to the attorney-client privilege where there is joint representation:

"Where two or more clients have retained or consulted a lawyer upon a matter of common interest, none of them, nor the successor in interest of any of them, may claim a privilege under this article as to a communication made in the course of that relationship when such communication is offered in a civil proceeding between one of such clients (or his successor in interest) and another of such clients (or his successor in interest)."

Accordingly, if litigation or any dispute occurs among you and Sony/ATV in the future, and if either you, Sony/ATV or the Firm is asked to testify in that legal action about communications between you, Sony/ATV and the Firm relating to the Transaction, since

Mr. Michael Jackson
August 14, 2002
Page 2

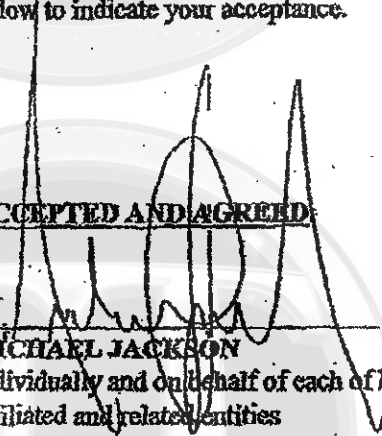
those communications are not protected by the attorney-client privilege in that type of joint representation situation, the attorney-client privilege could not be asserted to avoid or prevent that testimony or evidence. However, in any disputes with anyone other than a dispute between you and Sony/ATV, the attorney-client privilege would still exist and protect confidentiality of those communications.

The Firm understands that you are willing to waive your right to assert any claim of conflict of interest in connection with the Firm's representation of you and Sony/ATV in any existing or future disputes (including, but not limited to, formal litigation) by virtue of the fact that the Firm is representing and/or has represented you and Sony/ATV. If you agree to these terms and conditions, you will not be able to use the fact that the Firm has represented you, or your entities, and Sony/ATV as a means of seeking the recusal and/or disqualification of the Firm in connection with any other matter.

If you agree to the Firm's representation in light of these circumstances and notwithstanding the potential conflicts of interest, and although a potential conflict could arise in the future, and you acknowledge that the Firm has fully disclosed all relevant circumstances and have advised you of any actual or reasonably foreseeable effects of such circumstances upon such representation, the Firm will undertake to represent you in connection with the Transaction.

Before signing this Agreement, you have the right to and should consult with independent counsel to advise you whether it is in your best interests to consent to having the Firm represent you jointly in connection with the Transaction. If you consent to the Firm's representation after your full investigation of the facts, and after you either consulted or had the opportunity to consult independent counsel but chose not to do so, please sign below to indicate your acceptance.

ACCEPTED AND AGREED:


MICHAEL JACKSON
Individually and on behalf of each of his
affiliated and related entities

LA 02/1019.413.5

Sincerely,


John G. Banca

RULE 3-310 OF THE CALIFORNIA RULES OF PROFESSIONAL CONDUCT***Rule 3-310. Avoiding the Representation of Adverse Interests.*****(A) For purposes of this rule:**

*(1) 'Disclosure' means informing the client or former client of the relevant circumstances and of the actual and reasonably foreseeable adverse consequences to the client or former client;

*(2) 'Informed written consent' means the client's or former client's written agreement to the representation following written disclosure;

*(3) 'Written' means any writing as defined in Evidence Code section 250.

***(B) A member shall not accept or continue representation of a client without providing written disclosure to the client where:**

*(1) The member has a legal, business, financial, professional, or personal relationship with a party or witness in the same matter; or

*(2) The member knows or reasonably should know that:

*(a) the member previously had a legal, business, financial, professional, or personal relationship with a party or witness in the same matter; and

*(b) the previous relationship would substantially affect the member's representation; or

*(3) The member has or had a legal, business, professional, or personal relationship with another person or entity the member knows or reasonably should know would be affected substantially by resolution of the matter; or

*(4) The member has or had a legal, business, financial, or professional interest in the subject matter of the representation.

***(C) A member shall not without the informed written consent of each client:**

"(1) Accept representation of more than one client in a matter in which the interests of the clients potentially conflict; or

"(2) Accept or continue representation of more than one client in a matter in which the interests of the clients actually conflict; or

"(3) Represent a client in a matter and at the same time in a separate matter except as a client a person or entity whose interest in the first matter is adverse to the client in the first matter.

"(D) A member who represents two or more clients shall not enter into an aggregate settlement of the claims of or against the clients without the informed written consent of each client.

"(E) A member shall not without the informed written consent of the client or former client, accept employment adverse to the client or former client where, by reason of the representation of the client or former client, the member has obtained confidential information material to the employment.

"(F) A member shall not accept compensation for representing a client from one other than the client unless:

"(1) There is no interference with the member's independence of professional judgment or with the client-lawyer relationship; and

"(2) Information relating to representation of the client is protected as required by Business and Professions Code section 6068, subdivision (e); and

"(3) The member obtains the client's informed written consent, provided that no disclosure or consent is required if:

"(a) such nondisclosure is otherwise authorized by law; or

"(b) the member is rendering legal services on behalf of any public agency which provides legal services to other public agencies or the public."

Case Summary

Case Number: SC063321
JOHN G. BRANCA ET. AL. VS. AMERICAN AIRLINES ET. AL.

Filing Date: 09/29/2000
Case Type: Breach Contract/Warnty-Negligence (General Jurisdiction)
Status: Removal to Federal Court 03/07/2001

Future Hearings

None

Documents Filed | Proceeding Information

Parties

- AMERICAN AIRLINES - Defendant
- BRANCA JOHN G. - Plaintiff
- BRANCA LINDA HOFFMAN - Plaintiff
- FORD WALKER HAGGERTY & BEHAR - Attorney for Defendant
- IBERIA AIRLINES OF SPAIN - Defendant
- LAVELY & SINGER - Attorney for Plaintiff

Case Information | Party Information | Proceeding Information

Documents Filed (Filing dates listed in descending order)

03/14/2001 Notice (OF S/C BEING VACATED)
Filed by Attorney for Defendant

02/15/2001 Notice of Status Conference
Filed by Clerk

11/01/2000 Notice of Filing (NTC OF REMOVAL FEE PAID BY FORD, WALKER,
HAGGERTY & BEHAR ATTY FOR DEFT)
Filed by Attorney for Defendant

10/05/2000 Notice of Filing (ORIGINAL PROOF OF SERVICE OF SUMM AND COMP
ON DEFT AMERICAN AIRLINES)
Filed by Attorney for Plaintiff

09/29/2000 Complaint Filed

[Case Information](#) | [Party Information](#) | [Documents Filed](#)

Proceedings Held (Proceeding dates listed in descending order)

03/07/2001 at 08:30 am in Department WEM, David D. Perez, Presiding
Court Order (CSR: NONE) - **Court Makes Order**

[Case Information](#) | [Party Information](#) | [Documents Filed](#) | [Proceeding Information](#)



03/07/2001

(RZx), CLOSED

UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
(Western Division - Los Angeles)
CIVIL DOCKET FOR CASE #: 2:00-cv-11640-GHK-RZ

John G Branca, et al v. American Airlines, et al
Assigned to: Judge George H. King
Referred to: Magistrate Judge Ralph Zarefsky
Demand: \$0
Case in other court: LA Cnty Supr Crt, SC063321
Cause: 28:1441 Notice of Removal -- Other Contract

Date Filed: 11/01/2000
Date Terminated: 04/01/2002
Jury Demand: Defendant
Nature of Suit: 190 Contract: Other
Jurisdiction: Federal Question

Plaintiff

John G Branca
an individual

represented by **Martin D Singer**
Lavelly & Singer

Michael D Holtz
Lavelly & Singer

Plaintiff

Linda Hoffman Branca
an individual

represented by **Martin D Singer**
(See above for address)
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Michael D Holtz
(See above for address)
LEAD ATTORNEY

Defendant

American Airlines
a Delaware corporation
TERMINATED: 01/24/2002

ATTORNEY TO BE NOTICED

represented by **Jeffrey S Behar**
Ford Walker Haggerty & Behar

Maxine J Lebowitz
Ford Walker Haggerty & Behar

Tina I Mangarpan
Ford Walker Haggerty and Behar

Defendant

Iberia Airlines of Spain
a foreign corporation
TERMINATED: 01/24/2002

represented by **Rod D Margo**
Condon and Forsyth LLP

ATTORNEY TO BE NOTICED

Scott D Cunningham
Condon and Forsyth LLP

Defendant

Does

1 through 5, inclusive
TERMINATED: 12/28/2000

Cross Claimant

American Airlines

represented by **Jeffrey S Behar**
(See above for address)
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Maxine J Lebowitz
(See above for address)
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Tina I Mangarpan
(See above for address)
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

V.

Cross Defendant

Iberia Airlines of Spain

represented by **Rod D Margo**
(See above for address)
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Scott D Cunningham
(See above for address)
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Cross Defendant

Pages

0 inclusive

Date Filed	#	Docket Text
11/01/2000	1	NOTICE OF REMOVAL by defendant American Airlines from LA Cnty Supr Crt; Cent Dist(Case Number: SC063321) with copy summons and complaint referred to Discovery Ralph Zarefsky . (jag) (Entered: 11/06/2000)
11/01/2000	2	NOTICE OF INTERESTED PARTIES filed by defendant American Airlines (jag) (Entered: 11/06/2000)
11/01/2000	7	DEMAND for jury trial by defendant American Airlines (mch) (Entered: 11/08/2000)
11/01/2000	8	NOTICE by defendant American Airlines to Adverse Party of Removal to Fed Crt (mch) (Entered: 11/08/2000)
11/02/2000	3	CERTIFICATE OF SERVICE by defendant American Airlines on 11/1/00 of Ntc to Adverse Pty of Removal to Fed Crt (mch) (Entered: 11/06/2000)
11/06/2000	4	NOTICE OF MOTION AND MOTION by defendant American Airlines to dismiss motion hearing set for 9:00 12/11/00 Lodged prospd ord (bp) (Entered: 11/07/2000)
11/06/2000	5	NOTICE OF MOTION AND MOTION by defendant American Airlines to strike portions of the complaint motion hearing set for 9:00 12/11/00 Lodged prospd ord (bp) (Entered: 11/07/2000)
11/06/2000	9	DEMAND for jury trial by defendant American Airlines (mch) (Entered: 11/08/2000)
11/07/2000	6	SUPPLEMENTAL DECLARATION of James O Miller by defendant American Airlines re motion to strike portions of the complaint [5-1], motion to dismiss [4-1] (mch) (Entered: 11/08/2000)
11/09/2000	10	STANDING ORDER by Judge Carlos R. Moreno that this actn has been assigned to the calendar of Judge Moreno. (send) (jp) (Entered: 11/13/2000)
11/14/2000	11	STATEMENT PER ORDER Concerning Removal by defendant American Airlines (mch) (Entered: 11/16/2000)
11/28/2000	12	STIPULATION filed to continue hearing motion dismiss the cmp & motion to strike portions of the cmp ; Lodged Order (jp) (Entered: 11/30/2000)
11/30/2000	15	STIPULATION and ORDER by Judge Carlos R. Moreno continuing hearing on motion to strike portions of the complaint [5-1] 9:00 12/18/00 & hearing on motion to dismiss [4-1] 9:00 12/18/00 (mch) (Entered: 12/06/2000)
12/04/2000	13	COMBINED OPPOSITION by plaintiffs John G Branca, Linda Hoffman Branca to motion to dismiss [4-1], motion to strike portions of the complaint [5-1] (mch) (Entered: 12/06/2000)

12/04/2000	14	DECLARATION of Michael D Holtz by plaintiffs John G Branca, Linda Hoffman Branca in suppt of plfs' combined opp to motion to dismiss [4-1], motion to strike portions of the complaint [5-1] (mch) (Entered: 12/06/2000)
12/08/2000	16	ORDER by Judge Carlos R. Moreno granting motion to dismiss [4-1]. Plaintiffs are granted leave to amend their complaint within 20 days. Defendant's motion to strike portions of the complaint [5-1] is mooted. (mch) (Entered: 12/11/2000)
12/28/2000	17	CERTIFICATION OF INTERESTED PARTIES filed by plaintiffs John G Branca, Linda Hoffman Branca (mch) (Entered: 12/29/2000)
12/28/2000	18	FIRST AMENDED COMPLAINT [1-1] by plaintiffs John G Branca, Linda Hoffman Branca terminating defendant Does; jury demand. Summons not issued (mch) (Entered: 12/29/2000)
01/04/2001	19	NOTICE OF FILING ORIGINAL PROOF OF SERVICE executed upon defendant American Airlines by serving 1st A/C by mail on 12/29/00 to Jeffrey S Behar, Esq, Tina I Mangarpan, Esq & Maxine J Lebowitz, Esq (mch) (Entered: 01/08/2001)
01/10/2001	20	NOTICE OF MOTION AND MOTION by defendant American Airlines to dismiss 1st A/C or one or more of the causes of action contained therein ; motion hearing set for 9:00 2/26/01 Lodged Order (mch) (Entered: 01/11/2001)
01/10/2001	21	NOTICE OF MOTION AND MOTION by defendant American Airlines to strike portions of 1st A/C & portions of cmp ; motion hearing set for 9:00 2/26/01; Lodged Order (mch) (Entered: 01/11/2001)
01/24/2001	22	NOTICE OF FILING ORIGINAL PROOF OF SERVICE executed upon dft Iberia Air Lines of Spain S.A. to Salvador Humbert, Registered Agent on 1/9/01 by personally delivering S/C; Standing Order; Certificate of Interested Prys & 1st A/C to Fernando Pollan, Customer Service Representative auth to accept svc (mch) (Entered: 01/25/2001)
02/07/2001	23	NOTICE OF INTERESTED PARTIES filed by defendant Iberia Air of Spain (mch) (Entered: 02/08/2001)
02/07/2001	24	ANSWER filed by defendant Iberia Air of Spain to 1st amended complaint [18-1] (mch) (Entered: 02/08/2001)
02/12/2001	25	COMBINED OPPOSITION by plaintiffs John G Branca, Linda Hoffman Branca to motion to dismiss 1st A/C or one or more of the causes of action contained therein [20-1], motion to strike portions of 1st A/C & portions of cmp [21-1] (mch) (Entered: 02/14/2001)
02/16/2001	26	Combined REPLY by defendant American Airlines to combined opp to motion to strike portions of 1st A/C & portions of cmp [21-1], motion to dismiss 1st A/C or one or more of the causes of action contained therein [20-1] (twdb) (Entered: 02/20/2001)
3/13/2001	27	ORDER by Judge Carlos R. Moreno denying motion to strike portions of 1st A/C & portions of cmp [21-1], denying motion to dismiss 1st A/C or one or more of the causes of action contained therein [20-1]. (ENT 3/14/01), mld ncs. (twdb) (Entered: 03/14/2001)

03/23/2001	28	ANSWER to 1st amended complaint [18-1] AND CROSSCLAIM by defendant American Airlines against defendant Iberia Air of Spain; crsdft Roes 1-10; jury demand; summons issued (mch) (Entered: 03/26/2001)
03/30/2001	29	ORDER setting scheduling conference by Judge Carlos R. Moreno. Failure to comply may lead to the imposition of sanctions mandatory status conference set on 10:00 6/4/01 (twdb) (Entered: 04/02/2001)
04/16/2001	30	ANSWER TO CROSSCLAIM [28-2] by cross-defendant Iberia Air of Spain (mch) (Entered: 04/17/2001)
05/29/2001	31	JOINT REPORT Purs to Rule 26(f) of the FRCP (mch) (Entered: 05/30/2001)
06/04/2001	32	MINUTES: SCHEDULING CONFERENCE: Scheduling conference held . Crt & cnsl confer re case status. Crt sets the fol dates: Last day to join other ptys & to amd the pldgs: By lv of Crt only; discovery cut-off (including expert discov) on 12/3/01; mot hrg cut-off (filing 21 days prior) on 9:00 1/14/02; pretrial conference on 10:00 2/25/02; jury trial set on 8:30 3/5/02 . Ptys are reminded of their obligation under Rule 23. Crt issues Civil Trial Order by Judge Carlos R. Moreno CR: Deborah Gackle (mch) (Entered: 06/08/2001)
10/04/2001	33	Expert WITNESS Designation submitted by defendant American Airlines (yc) (Entered: 10/05/2001)
10/10/2001	34	SUPPLEMENT by defendant American Airlines to FRCP rule 26 expert rpt. (yc) (Entered: 10/12/2001)
10/25/2001	35	ORDER OF THE CHIEF JUDGE #01-138 filed 10/25/01 approved by Judge Terry J. Hatter this case is transferred from the calendar of Judge Carlos R. Moreno to the calendar of Judge Margaret M. Morrow for all further proceedings. The new case number will now read as CV 00-11640 MMM (RZx) (cc: all counsel) (kc) (Entered: 10/29/2001)
11/08/2001	36	ORDER to reassign cs due to self-recusal by Judge Margaret M. Morrow Case reassigned from Judge Margaret M. Morrow to Judge George H. King for all further proceedings Case now reads as CV 00-11640 GHK (RZx) (m) (Entered: 11/08/2001)
11/19/2001	37	MINUTES: ORDER mod sched ord Final Pretrial Conference vac; jury trial vac; mot hrg of 1/14/02 vac; the ptys shall comply w/ LR 16-14 by NLT 12/13/01 (see doc for fur details) by Judge George H. King CR: None (rrey) (Entered: 11/21/2001)
12/03/2001		PLACED IN FILE - NOT USED re order (yc) (Entered: 12/03/2001)
12/03/2001		PLACED IN FILE - NOT USED re order. (yc) (Entered: 12/03/2001)
12/03/2001		PLACED IN FILE - NOT USED re order (yc) (Entered: 12/03/2001)
12/03/2001		PLACED IN FILE - NOT USED re order (yc) (Entered: 12/03/2001)
12/19/2001	38	JOINT STATUS REPORT re stlmnt officer; Parties stip that E Scott Douglas may sv as ASO for stlmnt procdgs approved by Judge George H. King (rrey) (Entered: 12/21/2001)

01/11/2002	39	NOTICE OF MOTION AND MOTION by defendant, cross-claimant American Airlines for declaratory judgment ; motion hearing set for 9:30 2/11/02; Lodged strt; ord; decl jgm (rrey) (Entered: 01/14/2002)
01/11/2002	40	MEMORANDUM OF P/A IN SUPPORT by defendant, cross-claimant American Airlines of motion for declaratory judgment [39-1] (rrey) (Entered: 01/14/2002)
01/11/2002	41	DECLARATION of James O Miller by defendant, cross-claimant American Airlines in suppt of motion for declaratory judgment [39-1] (rrey) (Entered: 01/14/2002)
01/15/2002	42	AMENDED NOTICE OF motion for declaratory judgment [39-1] filed by defendant, cross-claimant American Airlines (rrey) (Entered: 01/16/2002)
01/24/2002	43	STIPULATION and ORDER by Judge George H. King dismissing dfts Iberia Air of Spain, American Airlines w/ prej; plfs shl bear their own costs (ENT 1/25/02) (rrey) (Entered: 01/25/2002)
01/28/2002	44	NOTICE OF WITHDRAWAL by cross-claimant American Airlines of motion for declaratory judgment [39-1] (rrey) (Entered: 01/29/2002)
04/01/2002	45	STIPULATION and ORDER by Judge George H. King dismiss American Airlines Incs crsclm agnst Iberia Airlines of Spain w/ prej purs to FRCP 41(a)(1) terminating case (MD JS-6) (ENT 4/4/02) (rrey) (Entered: 04/04/2002)

PROOF OF SERVICE BY MAIL

I, Maureen Jaroscak, declare and say:

I am an Attorney at Law admitted to practice before all the Courts of the State of California. I am employed at _____ over the age of 18 years of age,

and not a party to the within action. On November 9, 2009, I served the following documents:

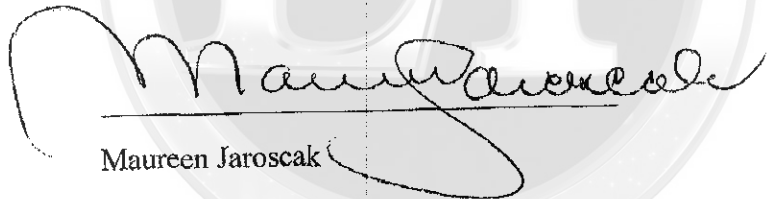
**JOSEPH JACKSON'S OBJECTION TO APPOINTMENT OF JOHN BRANCA
AND JOHN MCCLAIN AS EXECUTORS**

on the interested parties by placing a true copy thereof in a sealed envelope, with first class postage fully prepaid thereon, and depositing it in the United States Mail at La Mirada, California, addressed as follows:

SEE ATTACHED MAILING LIST

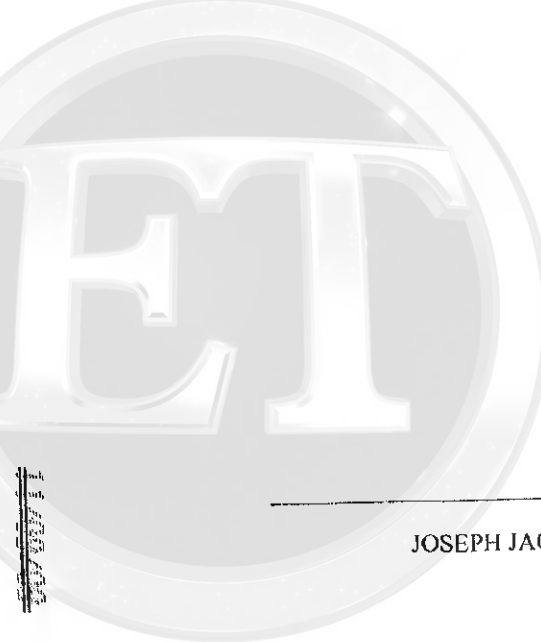
I declare under penalty of perjury under the laws of the State of California the foregoing is true and correct.

Executed this 9th day of November, 2009, at Santa Fe Springs, California.


Maureen Jaroscak

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