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ORIGINAL FILED  
JUL 25 2006  
LOS ANGELES  
SUPERIOR COURT

6 Attorneys for: Plaintiff Ayscough & Marar

7  
8 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
9 COUNTY OF LOS ANGELES - SOUTHWEST JUDICIAL DISTRICT

10  
11 AYSCOUGH & MARAR

12 Plaintiff,

13 vs.

14  
15 MICHAEL J. JACKSON, MJJ  
16 PRODUCTIONS, INC., a California  
17 Corporation, FIRE MOUNTAIN  
18 SERVICES, LLC., A Nevada Limited  
19 Liability Company, and DOES 1 TO 30,  
20 inclusive,

21 Defendants.

Case No. YC052627  
Assigned for all purposes to the Honorable  
Andrew C. Kauffman  
[Unlimited Civil]  
DECLARATION OF BRENT  
AYSCOUGH IN SUPPORT OF  
APPLICATION FOR WRIT OF  
ATTACHMENT  
[Complaint filed: February 21, 2006]  
[Motion to quash service on defendant  
Michael Jackson denied July 17, 2006  
[Status Conference September 27, 2006]

22  
23 I, Brent Ayscough, declare:

24 1. I am an attorney at law, licensed to practice in the State of California and in  
25 certain federal courts, with California state license # 53083. The matters attested to  
26 herein are personally know to me. I am with plaintiff law firm Ayscough & Marar  
27 ("A&M") which has its offices at 23110 Crenshaw Blvd, Suite A, Torrance, CA,

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1 90505, and has had its offices there at all relevant times.

2 2. A&M performed legal services from February 3, 2005, for defendant  
3 Michael J. Jackson and his two companies, MJJ Productions, Inc., a California  
4 Corporation, and Fire Mountain Services, LLC, a Nevada Limited Liability Company.  
5 In each of the cases Michael J. Jackson was a party individually, and he is responsible  
6 for all legal services performed pursuant to a written retainer agreement, a true copy of  
7 which is attached as Exhibit "1". That retainer agreement contains these parts:

8 "If the retainer amount is reduced to \$2,000 through legal services  
9 and costs, Client will advance another sum as requested by Attorney. In the  
10 event that bills are incurred in excess of the retainer such bills will be paid  
11 within the month in which the bill is sent. Although bills are due and  
12 payable in the month they are sent, if for any reason they are not paid  
13 promptly, they bear interest at the rate of 10% per annum. Failure to  
14 provide the retainer and subsequent advances as requested by Attorney are a  
15 material breach of this agreement."

16 "In the event that any action is filed on this Retainer Agreement to  
17 enforce collection of attorney's fees, client also agrees to pay attorney's  
18 fees and cost of suit should such action be necessitated."

19 3. Pursuant to that written agreement, A&M did perform legal services and  
20 advanced costs for defendant Michael J. Jackson. By the summer of 2005, nearly all of  
21 my time was spent on Michael Jackson cases. When A&M was hired, criminal  
22 proceedings were pending against Mr. Jackson individually in Santa Barbara County,  
23 in the case of *People v. Jackson*, Santa Barbara Superior Court Case # 1133603. For  
24 assistance in the criminal case, A&M's tasks included obtaining orders sealing civil  
25 cases from the press and orders staying discovery while the criminal case was pending.  
26 The cases included those following hereafter. For the criminal case of *People v.*  
27 *Jackson*, Santa Barbara Superior Court Case # 1133603, orders sealing records and

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1 staying discovery in pending civil cases so as not to allow prejudice to the criminal  
2 case, including a challenge by the news media entitled *NBC Universal, Inc.; TV*  
3 *Broadcasting Inc.; Fox News Network L.L.C.; ABC, Inc.; Cable News Network LT,*  
4 *LLLP; USA Today;* Court of Appeals Case # B182655. Services were provided in  
5 defending the case of *Schaffel v. Jackson, et. al.*, Los Angeles Superior Court Case #  
6 SC083501. Services were provided in the case of *Kamand v. Jackson*, Los Angeles  
7 Superior Court Case # BC324733. Services were provided in the JAMS case of 50 133  
8 T 00565 04, entitled *Avram v. Jackson et. al.* Services were provided in *Alfredo*  
9 *Bowman and Dr. Sebi LLC. v. Michael Jackson*, Los Angeles Superior Court Case #  
10 BC 322867. Services were provided a case in the United States District Court, Central  
11 District of California, Case # CV 04-10264 RSW, entitled *I FILM, Inc, a California*  
12 *Corporation, Hamid Moslehi v. MJJ Productions, Inc., et al.* Services were provided  
13 in a case entitled *Kyman v. Jackson*, Los Angeles Superior Court Case # LC071670.  
14 Services also included miscellaneous other legal services tangentially related to the  
15 above cases, and minor services not related to the cases. The above matters, including  
16 the criminal matter and the civil cases are concluded, with the exception of one civil  
17 case, *Avram v. Jackson*, which is still pending. A&M is no longer attorney of record in  
18 those cases or in any case for Mr. Jackson or for any of his wholly owned entities.

19 4. There has never been a complaint or disagreement regarding the services  
20 rendered or the bills provided by A&M for legal services and expenses incurred from  
21 any of the defendants or from any of defendants' business managers, accountants,  
22 general counsels, advisors, or from anyone else. Defendant Mr. Jackson simply has not  
23 paid his bills in material breach of the written contract with A&M. A&M resigned for  
24 non-payment of legal bills, and up to and including the last day I was asked to stay on  
25 by Susan Yu and to continue to provide further services.

26 5. There is sufficient overdue debt owed by defendant Michael J. Jackson to  
27 substantiate immediate pre-judgement attachment relief. Mr. Jackson is generally not

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1 paying his debts as they become due. Among his creditors are a number of other  
2 attorneys. Former Attorney Zia Moddaber is owed \$400,000. Former Attorney Brian  
3 Oxman is owed over \$1,250,000. Former Texas attorney Michael Sydow is owed over  
4 \$1,000,000. A&M worked with Mr. Sydow and Mr. Oxman extensively last year in  
5 the Jackson civil cases, and also obtained minor assistance from Mr. Moddaber. I  
6 was asked by former general counsel Michael Abelson to approve services performed  
7 by Mr. Oxman in the *Schaffel* case. Former criminal defense attorney Bob Sanger is  
8 owed over \$1,200,000. Former Attorney Michael Abelson, who worked for Mr.  
9 Jackson in 2005, is owed over \$100,000. Mr. Jackson is a defendant in a civil case in  
10 New York, US District Court, Southern District, case # 05CV 6298, Judge Castle,  
11 entitled *Prescient Acquisition Group, Inc. v. Michael J. Jackson*, a claim of  
12 \$48,000,000. A true copy of the complaint is attached as Exhibit "2". Attorneys  
13 Wachtel & Masyr, LLP represent him in that case. Wachtel & Masyr, LLP has  
14 recently filed a motion in that case to be relieved as attorney of record for non-payment  
15 of its legal bill. A true copy of that motion (without the copies of the published cases  
16 that were attached) is attached as Exhibit "3". Century City attorneys Lavelly & Singer  
17 are owed approximately \$100,000. David LeGrand of Las Vegas is owed money.  
18 These are all past due debts for services and are not subject to dispute.

19 6. There are other creditors besides lawyers. The largest is Fortress which is  
20 owed \$325,000,000. Michael Jackson also owes his brother Randy Jackson  
21 \$1,650,000, and Randy Jackson's assistant Tyuna Zilke \$50,000. Mr. Jackson is sued  
22 by his ex wife Deborah Rowe Jackson, Los Angeles Superior Court case # BD 310276,  
23 *In re Marriage of Deborah Rowe Jackson*, claiming \$900,000 a year for five years plus  
24 damages and legal fees. Pending in Santa Monica is the case of *Deiter Wiesner v.*  
25 *Michael Jackson*, case # SC 087708, a claim of \$64,000,000. Stabler & Associates is  
26 owed over \$100,000 for business services. Mr. Jackson was behind on paying his staff  
27 at Neverland, and the State of California published a copy of a complaint it was going

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1 to file. (Exhibit "4"). Mr. Jackson then paid, pursuant to the claim over \$400,000 in  
2 back wages and penalties. CPA Allan I. Whitman of Fox, Bernstein, Whitman,  
3 Goldman, & Sloan is also owed considerable money for business management  
4 services. There are other creditors as well.

5 7. Itemized bills of A&M for legal services and costs were regularly sent to Mr.  
6 Jackson's designated business advisor, depending on who was supervising the bills.  
7 There was never a complaint about any bill. Payments were made on the account until  
8 about a year ago. The attorney's hourly rates of A&M are specified in the contract at  
9 \$300 per hour and defendants were billed at those rates. Attorneys Sydow and Oxman  
10 were charging \$450 per hour to Mr. Jackson at the same time. Defendants and their  
11 advisors always treated the bills as one and the same for each of the three defendants,  
12 and no distinction was ever made by the three defendants as to which of them was  
13 responsible for certain bills and which were not. Each defendant was responsible for  
14 the entire bill. As of about mid 2005, the legal bills were paid nearly up to date, but  
15 the then business advisor Ron Burkle quit and later Mesereau & Yu took over  
16 approving the payment of legal bills. That firm obtained \$2,600,000 for legal fees  
17 from Mr. Jackson on September 23, 2005, and paid the entire amount to itself, not  
18 disclosing the payment or sharing any of the monies with the other criminal defense  
19 counsel whose bills were long overdue, nor was any other law firm paid from the  
20 payment. I was unaware of the payment until the beginning of 2006. Prior to that, and  
21 as inducement to keep myself and A&M working, Susan Yu of Mesereau & Yu (the  
22 "general counsel" at the time) misrepresented to me on several occasions after  
23 September 23 that her firm had not been paid either, and asked A&M and myself to  
24 remain on representing Mr. Jackson, stating A&M would be paid later. Sometime  
25 after receiving the \$2,600,000, Mesereau & Yu resigned as "general counsel."

26 8. The following amounts were billed defendants on a monthly basis, and  
27 checks were received as indicated in the following accounting:



1 California. The legal description is attached as Exhibit "7." There  
2 is a deed of trust against the property as of only April of this year, attached as Exhibit  
3 "8." The trust deed states on page 4 that it secures a \$20,000,000 obligation. This is  
4 another \$20,000,000 debt of Mr. Jackson.

5 I declare under penalty of perjury the foregoing is true and correct.

6 Executed July 24, 2006, at Torrance, CA.

7  
8  
9 

10 Brent Ayscough



**EXHIBIT 1**



## Retainer Agreement

This Retainer Agreement is entered into this 4th day of February 2005 between Michael Jackson, MJJ Productions, Inc., a California Corporation, Fire Mountain Services, LLC, a Nevada Limited Liability Company, herein referred to as "Client", and Ayscough & Marar, herein referred to as "Attorney".

Client and attorney hereby agree to the terms set forth herein. Client retains Attorney and attorney agrees to provide legal services regarding a case filed in the Los Angeles County Superior Court entitled F. Marc Schaffel, individually and dba Neverland Valley Entertainment; F. Marc Schaffel Productions, LLC, a California limited liability company v. Michael Jackson; MJJ PRODUCTIONS, INC., a California corporation, FIRE MOUNTAIN SERVICES, LLC, a Nevada limited liability company, and DOES 1 through 10, case # SC083501 and related matters. Attorney will represent the defendants in that case, who are the "Client".

Client agrees to pay for attorney's time involved at the regular hourly rates charged by the attorneys employed at or working at Ayscough & Marar. The rates charged by attorneys at Ayscough & Marar are \$300.00 per hour. Legal time chargeable includes travel time, research, time in court and all time spent on the case. The attorneys working on the case will be Brent Ayscough, State Bar # 53083 and Sidney Lanier, State Bar # 119948.

Costs are also charged to Client. Costs consist of all cash outlays and all direct expenses associated with the matter. Examples of costs that are normally charged are expenses for filing fees, process servers, investigators, messengers, expert witness fees, fees to any independent or outside contractors, preparation of exhibits (pictures, etc.), long distance phone costs, legal database research charges, photocopying expenses at 25¢ per page, postage, jury fees, court reporters, travel expenses including airfare and lodging, parking, and all expenses related to the cause, matter, case, or task undertaken by Attorney. These expenses will be paid for in advance. If advanced for the Client, they will be included in the monthly bill, due and payable along with the regular monthly bill for attorney's fees.

Client will pay a retainer of \$10,000 for legal services. Bills will be sent to client monthly for attorney's fees and costs and will be deducted from the retainer. If the retainer amount is reduced to \$2,000 through legal services and costs, Client will advance another sum as requested by Attorney. In the event that bills are incurred in excess of the retainer such bills will be paid within the month

in which the bill is sent. Although bills are due and payable in the month they are sent, if for any reason they are not paid promptly, they bear interest at the rate of 10% per annum. Failure to provide the retainer and subsequent advances as requested by Attorney are a material breach of this Agreement.

In the event that the case involves suing for any recovery of money or property, any fees and costs that are unpaid become a lien on any recovery that the client may at any time receive. In the event that any action is filed on this Retainer Agreement to enforce collection of attorney's fees, client also agrees to pay attorney's fees and costs of suit should such action be necessitated.

This agreement must be signed by the clients and the retainer provided before it is effective.

Ayscough & M...

By: Brent Ayscough

Client: Michael Jackson

Dated: February 7, 2005

By: Michael Jackson

Client: M.J. Productions, Inc.

Dated: February 7, 2005

By:

Client: Fire Mountain Services, L.L.C.

Dated: February 7, 2005

By: