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**FILED**  
 LOS ANGELES SUPERIOR COURT  
 NOV 05 2009  
 JOHN W. CLARKE, CLERK  
 BY V. SIGEAS, DEPUTY

7 Attorneys for  
 KATHERINE ESTHER JACKSON

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

11 Estate Of  
 12 MICHAEL JOSEPH JACKSON aka  
 13 MICHAEL JACKSON,  
 14 Decedent.

Case No. BP 117321  
 Date: November 10, 2009  
 Time: 8:30 a.m.  
 Dept: 5

**MOTION FOR ORDER DIRECTING THE CLERK TO RETURN EXHIBITS B AND C TO SECOND SUPPLEMENT TO APPLICATION PURSUANT TO PROBATE CODE § 21320(A) FOR DETERMINATION THAT POSSIBLE OBJECTION TO APPOINTMENT OF EXECUTORS AND/OR REQUEST FOR APPOINTMENT OF EXECUTOR OR ADMINISTRATOR DOES NOT VIOLATE THE TERMS OF THE NO-CONTEST CLAUSE AFFECTING DECEDENT'S WILL (PROBATE CODE §§ 21320-21322); MEMORANDUM IN SUPPORT THEREOF; DECLARATION OF ADAM F. STREISAND, ESQ.**

CIT/CASE: 09-117321 LSA/DEW  
 RECEIPT #: F1022113027  
 DATE PAID: 11/05/09 03:42:39 PM  
 AMOUNT: \$40.00  
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MOTION FOR ORDER DIRECTING CLERK TO RETURN EXHIBITS

1 **TO EACH PARTY AND ATTORNEY OF RECORD IN THIS ACTION:**


2 **PLEASE TAKE NOTICE** that, on November 10, 2009 at 8:30 a.m. in  
3 Department 5 of the above-entitled Court, located at 111 North Hill Street, Los Angeles,  
4 California, Katherine Esther Jackson ("Katherine"), mother of the Decedent and an  
5 interested person in Decedent's Estate, will move and hereby does move this Court for an  
6 Order directing the Clerk to return Exhibits B and C to Katherine's Second Supplement  
7 (the "Second Supplement") to her Application Pursuant to Probate Code § 21320(a) for a  
8 Determination that her Possible Objection to Appointment of Executors and/or Request  
9 For Appointment of Executor or Administrator Does Not Violate The Terms of the No-  
10 Contest Clause Affecting Decedent's Will (the "21320 Application").

11 This Motion asks that the Court direct the Clerk to return the lodged Exhibits B and  
12 C to Katherine. Exhibits B and C had been initially lodged with this Court conditionally  
13 under seal. The Court ordered Katherine to file any motion to seal those Exhibits B and C  
14 by November 5, 2009, to be heard on November 10, 2009, or Exhibits B and C would  
15 otherwise be filed publicly.<sup>1</sup> However, even though Katherine still intends to object to the  
16 Appointment of the Special Administrators as Executors, she has no intention of doing so  
17 by way of Exhibits B or C. As such, Katherine asks that Exhibits B and C be returned to  
18 her, as contemplated by California Court Rule 2.551(b)(6).

19 This Motion is based on this Notice, the attached Memorandum and Declaration,  
20 the Court's file, and such argument as may be presented at the hearing on this Motion.

21  
22 Dated: November 5, 2009

LOEB & LOEB LLP  
ADAM F. STREISAND  
GABRIELLE A. VIDAL  
NICHOLAS J. VAN BRUNT

23  
24  
25 By:   
26 Adam F. Streisand  
27 Attorneys for  
KATHERINE ESTHER JACKSON

28 <sup>1</sup> Katherine files this Motion in lieu of the motion to seal that she has decided not to file.

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MEMORANDUM

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This Motion asks that the Court direct the Clerk to return to Katherine the lodged Exhibits B and C to Katherine's Second Supplement (the "Second Supplement") to her Application Pursuant to Probate Code § 21320(a) for a Determination that her Possible Objection to Appointment of Executors and/or Request For Appointment of Executor or Administrator Does Not Violate The Terms of the No-Contest Clause Affecting Decedent's Will (the "21320 Application").

The Court ordered Katherine to file any motion to seal Exhibits B and C by November 5, 2009, or the proposed pleadings would be filed publicly. While Katherine still intends to object to the appointment of the Special Administrators, she has no intention of filing those proposed pleadings in their current form. [Streisand Decl., ¶ 2.] As such, Katherine respectfully requests that Exhibits B and C be returned to her.

Pursuant to California Rule of Court 2.551(b)(6), the Court is required to return a document lodged conditionally under seal if a motion to seal is filed and denied: "If the court denies the motion or application to seal, the clerk must return the lodged record to the submitting party and must not place it in the case file unless that party notifies the clerk in writing within 10 days after the order denying the motion or application that the record is to be filed." It follows *a fortiori* that if a party decides she will not file the lodged pleading or motion to seal it once it is filed, that the lodged pleading should be returned and not placed in the Court file.

There is no purpose to Katherine filing a motion to seal proposed pleadings that she no longer intends to file. Filing such a motion would be a waste of judicial resources. For that reason, Katherine asks that the Court bypass the procedural hoop of having her file a motion to seal Exhibits B and C for the sheer purpose of having such a motion denied, just so she can have Exhibits B and C returned to her.

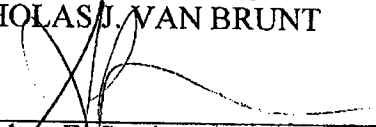
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1 For the foregoing reasons, Katherine respectfully requests that the Court enter an  
2 Order directing the Clerk to return Exhibits B and C to Katherine so that they are not made  
3 part of the Court's file.  
4

5 Dated: November 5, 2009

LOEB & LOEB LLP  
ADAM F. STREISAND  
GABRIELLE A. VIDAL  
NICHOLAS J. VAN BRUNT

8 By:   
9 Adam F. Streisand  
10 Attorneys for  
11 KATHERINE ESTHER JACKSON  
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DECLARATION OF ADAM F. STREISAND

I, ADAM F. STREISAND, declare as follows:

1. I am an attorney at the law firm of Loeb & Loeb LLP, counsel of record for Katherine Esther Jackson ("Katherine"), in the above-captioned proceeding. I am a member in good standing of the State Bar of California. I have personal knowledge of the facts set forth in this Declaration and, if called as a witness, could and would testify competently to such facts under oath.

2. On or about October 22, 2009, I substituted in as Katherine's attorney of record in the above-captioned proceeding. While I currently intend to file an objection to the appointment of Special Administrators John Branca and John McClain (the "Special Administrators") as Executors, on behalf of my client, I do not intend on filing the proposed pleadings prepared by my predecessor counsel and lodged with this Court as Exhibits B and C to the Second Supplement to the 21320 Application.

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

Executed this 5th day of November, 2009, at Los Angeles, California.

  
\_\_\_\_\_  
ADAM F. STREISAND

**PROOF OF SERVICE**

I, Dolores A. Gameros, the undersigned, declare that:

I am employed in the County of Los Angeles, State of California, over the age of 18, and not a party to this cause. My business address is 10100 Santa Monica Boulevard, Suite 2200, Los Angeles, California 90067-4120.

On November 5, 2009, I served a true copy of the **MOTION FOR ORDER DIRECTING THE CLERK TO RETURN EXHIBITS B AND C TO SECOND SUPPLEMENT TO APPLICATION PURSUANT TO PROBATE CODE § 21320(A) FOR DETERMINATION THAT POSSIBLE OBJECTION TO APPOINTMENT OF EXECUTORS AND/OR REQUEST FOR APPOINTMENT OF EXECUTOR OR ADMINISTRATOR DOES NOT VIOLATE THE TERMS OF THE NO-CONTEST CLAUSE AFFECTING DECEDENT'S WILL (PROBATE CODE §§ 21320-21322); MEMORANDUM IN SUPPORT THEREOF; DECLARATION OF ADAM F. STREISAND, ESQ.** on the parties in this cause as follows:

(VIA U.S. MAIL) by placing the above named document in a sealed envelope addressed as set forth below, or on the attached service list and by then placing such sealed envelope for collection and mailing with the United States Postal Service in accordance with Loeb & Loeb LLP's ordinary business practices.

(VIA FACSIMILE) by transmitting the above named document to the fax number set forth below, or on the attached service list.

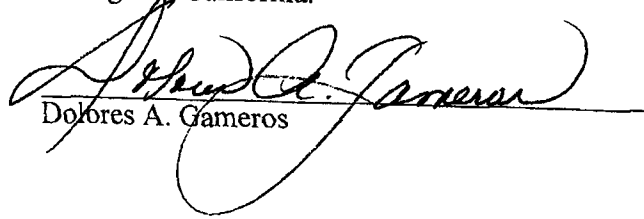
**[SEE ATTACHED SERVICE LIST]**

I am readily familiar with Loeb & Loeb LLP's practice for collecting and processing correspondence for mailing with the United States Postal Service and Overnight Delivery Service. That practice includes the deposit of all correspondence with the United States Postal Service and/or Overnight Delivery Service the same day it is collected and processed.

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

3 Executed on November 5, 2009, at Los Angeles, California.

4   
5 Dolores A. Gameros

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**ESTATE OF MICHAEL JOSEPH JACKSON**

**Los Angeles Superior Court Case No. BP117321**

**SERVICE LIST**

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***VIA FAX & U.S. MAIL***

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California Department of Justice  
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Special Notice

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Sidney Lanier, Esq.  
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Marar; Special Notice

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1 Cathy S. Miller-Ginsburg  
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 5 Attorneys for Claimant, LaVelle Smith, Jr.;  
 6 Special Notice

7 Paris Michael Katherine Jackson  
 8 4641 Hayvenhurst Avenue  
 9 Encino, CA 91436  
 10 Minor Beneficiary

11 Levon Jackson  
 12 4641 Hayvenhurst Avenue  
 13 Encino, CA 91436  
 14 Contingent Remainder Beneficiary

15 Anthony Jackson  
 16 4641 Hayvenhurst Avenue  
 17 Encino, CA 91436  
 18 Contingent Remainder Beneficiary

19 Tarylle Jackson  
 20 4641 Hayvenhurst Avenue  
 21 Encino, CA 91436  
 22 Contingent Remainder Beneficiary

Prince Michael Jackson, Jr.  
 4641 Hayvenhurst Avenue  
 Encino, CA 91436  
 Minor Beneficiary

Prince Michael Joseph Jackson, II  
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 Encino, CA 91436  
 Minor Beneficiary

Elijah Jackson  
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 Encino, CA 91436  
 Contingent Remainder Beneficiary

Taj Jackson  
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 Encino, CA 91436  
 Contingent Remainder Beneficiary

T.J. Jackson  
 4641 Hayvenhurst Avenue  
 Encino, CA 91436  
 Contingent Remainder Beneficiary



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 6 JOHN E. SCHREIBER (SBN: 261558)  
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 7 Los Angeles, California 90071-1530  
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 8 Facsimile: (213) 621-3100

9 Attorneys for KATHERINE ESTHER JACKSON

LOS ANGELES SUPERIOR COURT

SEP 02 2009

BY JOAN H. CHOI, DEPUTY

10  
 11 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
 12 FOR THE COUNTY OF LOS ANGELES

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 15 Estate of

16 Michael Joseph Jackson  
 17 aka Michael Jackson,

18 Decedent.

Case No.: BP117321

**EX PARTE APPLICATION FOR AN  
 ORDER AUTHORIZING THE  
 IMMEDIATE PAYMENT OF  
 FUNERAL EXPENSES FROM THE  
 ESTATE; MEMORANDUM OF  
 POINTS AND AUTHORITIES;  
 DECLARATION OF BURT LEVITCH**

[[Proposed] Order filed concurrently]

Date: September 1, 2009  
 Time: 8:30 a.m.  
 Dept.: 5

Judge: Hon. Mitchell L. Beckloff

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EX PARTE APPLICATION

Katherine Esther Jackson, former Special Administrator, mother of the Decedent, guardian of the person of the Decedent's minor children, and an indirect beneficiary of the Estate as a beneficiary of the Michael Jackson Family Trust dated November 1, 1995, which would receive the entire Estate pursuant to the Decedent's Will which has been admitted to probate ("Mrs. Jackson"), hereby submits her *EX PARTE APPLICATION FOR AN ORDER AUTHORIZING THE IMMEDIATE PAYMENT OF FUNERAL EXPENSES FROM THE ESTATE.*

As the caption suggests, Mrs. Jackson's *ex parte* Application seeks an order granting the Special Administrators the authority to make immediate payment for the funeral expenses for the Decedent. Prompt action is necessary to facilitate the burial of the Decedent's remains at Forest Lawn Memorial Park & Mortuary in Glendale, California ("Forest Lawn-Glendale") as scheduled this Thursday evening, September 3, 2009. Forest Lawn-Glendale requires payment in full for the cemetery space and related services before it will file for the requisite burial permit which, in turn, needs to be issued in advance of the planned burial. Further, Forest Lawn-Glendale already has advanced funds to the Glendale Police Department which will be providing security for the event, and Forest Lawn-Glendale understandably needs prompt reimbursement for this expenditure. If immediate payment cannot be made from the Estate, the planned burial cannot take place.

In this Application, Mrs. Jackson also asks that the Court authorize the Special Administrators to pay (a) other expenses related to the upcoming burial and (b) costs previously incurred at Forest Lawn Memorial Park & Mortuary in Los Angeles, California ("Forest Lawn-Hollywood Hills") in the days and weeks following the Decedent's death. Funds for some of these expenses already have been paid by family members, who seek reimbursement, and other expenses are either currently due or have yet to be incurred but are imminent. These related

1 expenses include the purchase of a casket and the hiring of security at Forest  
2 Lawn-Hollywood Hills in connection with the family memorial service held there  
3 on the morning of July 7, 2009, immediately preceding the public memorial  
4 service at the Staples Center. Other expenses, such as invitations and flowers,  
5 relate to the upcoming burial.

6 Mrs. Jackson is the appropriate interested party to bring this Application  
7 regarding the payment of funeral expenses before the Court, given that she is the  
8 Decedent's mother, has priority for the disposition of the Decedent's remains, and  
9 bears financial responsibility for that disposition.

10 Good cause exists for the granting of the instant Application in that the  
11 funeral arrangements will not go forward unless immediate payment is made to  
12 Forest Lawn-Glendale. The arrangements for the funeral are commensurate with  
13 the status and fame of the Decedent, and thus they require extensive advance  
14 coordination and substantial expense. If the event should be canceled for lack of  
15 immediate access to funds, Mrs. Jackson and other family members would suffer  
16 public embarrassment and added grief along with the daunting task of having to  
17 make new arrangements, while the Estate likely would incur additional costs for  
18 rescheduling the burial at another time.

19 Notice of this *Ex Parte* Application was given to all parties by Burt Levitch,  
20 by e-mail, shortly after 1 p.m. on August 31, 2009.

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Dated: August 31, 2009

Respectfully submitted,  
ROSENFELD, MEYER & SUSMAN, LLP

By: Burt Levitch  
BURT LEVITCH  
Attorneys for Katherine Esther Jackson

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MEMORANDUM OF POINTS AND AUTHORITIES

Katherine Esther Jackson, former Special Administrator, mother of the Decedent, guardian of the person of the Decedent's minor children, and an indirect beneficiary of the Estate as a beneficiary of the Michael Jackson Family Trust dated November 1, 1995, which would receive the entire Estate pursuant to the Decedent's Will which has been admitted to probate ("Mrs. Jackson"), submits her points and authorities in support of her *EX PARTE* APPLICATION FOR AN ORDER AUTHORIZING THE IMMEDIATE PAYMENT OF FUNERAL EXPENSES FROM THE ESTATE as follows:

Mrs. Jackson's *ex parte* Application seeks an order allowing the Special Administrators to pay immediately the funeral and related expenses shown on the proposed Memorial Arrangement Contract between Forest Lawn Memorial Park & Mortuary in Glendale, California ("Forest Lawn-Glendale") and the Decedent's family (the "Memorial Arrangement Contract"). See accompanying Declaration of Burt Levitch ("Levitch Decl.") ¶2.

The Decedent's funeral is scheduled for this Thursday evening, September 3, 2009, at Forest Lawn-Glendale. Levitch Decl. ¶3. Both Forest Lawn-Glendale and the Glendale Police Department have indicated that they will not provide their services without receiving payment prior to rendering those services. Levitch Decl. ¶4. Forest Lawn already has advanced funds to the Glendale Police Department and now seeks reimbursement of that advance in addition to other funeral expenses. *Id.* It is the understanding of Mrs. Jackson that if payment is not made on Tuesday, September 1, 2009, the funeral will not proceed. *Id.*

Attached as **Exhibit 1** to the Levitch Decl. is the proposed Memorial Arrangement Contract. Levitch Decl. ¶5.

In addition, Mrs. Jackson seeks an order from the Court authorizing the Special Administrators to pay other expenses related to the disposition of the Decedent's remains. Levitch Decl. ¶6. In addition to the amount charged by

1 Forest Lawn-Glendale for the upcoming funeral, under a prior agreement with  
 2 Forest Lawn Memorial Park & Mortuary in Los Angeles, California ("Forest  
 3 Lawn-Hollywood Hills"), costs have been incurred related to basic preliminary  
 4 mortuary services, including the cost of the casket and of security at the private  
 5 service on the morning of July 7, 2009 immediately preceding the public service  
 6 later that morning at the Staples Center. *Id.* Approximately half of the contract  
 7 charges under the first contract have been paid for services rendered by Forest  
 8 Lawn-Hollywood Hills as an initial deposit, but there remains a balance due.  
 9 Levitch Decl. ¶¶6-7; Exhs. 2-3. Mrs. Jackson requests that the Court authorize the  
 10 Special Administrators to pay the outstanding balance to Forest Lawn-Hollywood  
 11 Hills and to reimburse the family member or members who paid the initial  
 12 installment on the contract for the mortuary services and private memorial  
 13 observance there.

14 Mrs. Jackson also requests that the Court authorize the Special  
 15 Administrators to make payments for other reasonable costs related to the  
 16 upcoming funeral, such as for invitations and flowers. Levitch Decl. ¶8.

17 Under Health & Safety Code § 7100, Mrs. Jackson has authority to make  
 18 funeral arrangements but bears the financial responsibility of paying for them. As  
 19 one treatise puts it, the "right of control over the decedent's remains under Health  
 20 & Safety Code § 7100(a) generally carries with it the duty of interment and liability  
 21 for reasonable interment costs." California Decedent Estate Practice (2d ed. Cal  
 22 CEB 2009) § 1.19.

23 Mrs. Jackson is receiving a family allowance from the Estate and has no  
 24 other resources from which to meet her obligation to pay for the funeral  
 25 arrangements. Levitch Decl. ¶10. For that reason, and because time is of the  
 26 essence in providing payment to Forest Lawn-Glendale and other providers, Mrs.  
 27 Jackson is requesting that the Court grant her Application and do so on an *ex parte*  
 28 basis. *Id.*

1 Mrs. Jackson is aware that funeral expenses are considered a debt of the  
 2 Decedent and as such are customarily the subject of a creditor's claim filed with an  
 3 estate pursuant to *Probate Code* § 9000(a)(3). As such, these expenses are  
 4 customarily paid after being reviewed by the personal representative of an estate  
 5 no earlier than four months after the issuance of Letters Testamentary or Letters of  
 6 Administration to a personal representative. There are special circumstances  
 7 involving the instant Estate, however. Levitch Decl. ¶11. At present, the Special  
 8 Administrators have only the narrowly drawn powers and authority granted to  
 9 them by this Court in its Order Appointing Special Administrators filed July 13,  
 10 2009, which do not include the ability to pay funeral and related expenses either as  
 11 a creditor's claim or otherwise. *Id.* In the instant Estate, because of the fame and  
 12 status of the Decedent, the funeral and memorial events create special pressures  
 13 on those who provide the services, and in particular the cemetery requires  
 14 payment prior to the funeral, as does the Glendale Police Department. *Id.*

15 For the convenience of the Court, a summary of the expenses for which  
 16 Mrs. Jackson seeks to have the Court authorize payment by the Special  
 17 Administrators is attached to the Declaration of Burt Levitch as Exhibit 4 thereto.

18 Although the costs of the funeral and related expenses are significant, they  
 19 are entirely commensurate with the Decedent's worldwide status as an entertainer  
 20 and with the world's grief over his death.<sup>1</sup> Levitch Decl. ¶13. Mrs. Jackson and  
 21 her family wish to honor her son by a funeral that seeks to offer solace to his  
 22 multitude of fans and by which the family also may be comforted. *Id.* As the  
 23 Court is well aware, the funeral arrangements and proceedings are being closely  
 24 watched with intense media scrutiny. *Id.* The interest and attention mandate the  
 25 need for careful planning, including most especially the extensive security and  
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27 <sup>1</sup> The most significant portion of the expense is the physical enclosure in which the  
 28 Decedent's remains will be interred. Burt Levitch was informed by Forest Lawn-  
 Glendale personnel that the selected site could not be subdivided and needed to be  
 purchased as a unit. Levitch Decl. ¶5.

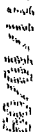


1 police activity. These requirements create expenses which must be paid for. *Id.*  
 2 The Special Administrators have indicated their agreement with the aims of this  
 3 Application, stating through their counsel Paul Gordon Hoffman of Hoffman,  
 4 Saban & Watenmaker in an August 29, 2009 e-mail to Burt Levitch: "The Special  
 5 Administrators are certainly supportive of Mrs. Jackson's desire to have a funeral  
 6 commensurate with Michael Jackson's status as perhaps the greatest entertainer  
 7 who ever lived." Levitch Decl. ¶17; Exh. 6. Margaret Lodise, the guardian *ad litem*  
 8 for the minor children of the Decedent, has indicated that she is aware of the  
 9 Application and has no objections. Levitch Decl. ¶16; Exh. 5.

10 The date of the funeral is known worldwide and only as recently as this  
 11 past Saturday, August 29, 2009 did Mrs. Jackson learn that Forest Lawn-Glendale  
 12 requires payment in advance of finalizing the arrangements, including  
 13 reimbursement for its advance of payment to the Glendale Police Department.  
 14 Levitch Decl. ¶14. The funeral must be held on Thursday, September 3, 2009 as  
 15 scheduled and payment must be made as soon as possible if the family is to avoid  
 16 the public embarrassment and added grief, in addition to the inconvenience,  
 17 inefficiency and unhappiness, of having to make new arrangements for the  
 18 funeral. Should the funeral have to be rescheduled, it is likely that the costs  
 19 associated with the funeral will only increase.

20 Notice was given to all parties as required. Mrs. Jackson, by and through  
 21 counsel, provided such notice by e-mail minutes after 1 p.m. on August 31, 2009.  
 22 Levitch Decl. ¶15; Exh. 5.

23 For the reasons set forth above, Mrs. Jackson respectfully requests that the  
 24 Court grant her Application, *ex parte*, and issue an order permitting the Special  
 25 Administrators immediately to pay the funeral and related expenses described  
 26 herein. Mrs. Jackson has shown good cause for her Application, and granting the  
 27 Application would serve the interests of justice and efficiency for the parties, the  
 28 Estate and the Court.



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Dated: August 31, 2009

Respectfully submitted,  
ROSENFELD, MEYER & SUSMAN, LLP

By: Burt Levitch  
BURT LEVITCH  
Attorneys for Katherine Esther Jackson



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DECLARATION OF BURT LEVITCH

I, BURT LEVITCH, declare as follows:

1. I am a partner at the law firm of Rosenfeld, Meyer & Susman, LLP, co-counsel of record for Katherine Esther Jackson ("Mrs. Jackson") in this action. I am a member in good standing of the State Bar of California and the partner at Rosenfeld, Meyer & Susman, LLP responsible for the representation of Mrs. Jackson. Except where the context indicates otherwise, I have personal knowledge of the facts set forth in this Declaration and, if called as a witness, could and would testify competently to such facts under oath. This Declaration is made in support of Mrs. Jackson's EX PARTE APPLICATION FOR AN ORDER AUTHORIZING THE IMMEDIATE PAYMENT OF FUNERAL EXPENSES FROM THE ESTATE (the "Application").

2. The Application seeks an order allowing the Special Administrators immediately to pay the funeral and related expenses shown on the proposed Memorial Arrangement Contract between Forest Lawn Memorial Park & Mortuary in Glendale, California ("Forest Lawn-Glendale") and the Decedent's family (the "Memorial Arrangement Contract").

3. Michael Jackson's funeral is scheduled for this Thursday evening, September 3, 2009 at Forest Lawn-Glendale.

4. Both Forest Lawn-Glendale and the Glendale Police Department have indicated that they will not provide their services without receiving payment prior to rendering those services. Forest Lawn-Glendale already has advanced funds to the Glendale Police Department and now seeks reimbursement of that advance in addition to other funeral expenses. It is the understanding of Mrs. Jackson that if payment is not made on September 1, 2009, the funeral will be canceled and will not proceed.

5. Attached as Exhibit 1 hereto is a true and correct copy of the proposed Memorial Arrangement Contract listing the itemized charges associated

1 with the September 3, 2009 funeral. The most significant portion of the expense is  
2 the enclosure in which the Decedent's remains will be interred. I was informed by  
3 Forest Lawn personnel that the selected site cannot be subdivided and must be  
4 purchased as a unit.

5 6. In addition, Mrs. Jackson seeks an order from the Court authorizing  
6 the Special Administrators to pay other expenses relating to the disposition of the  
7 Decedent's remains. Among these are the expenses detailed in a contract with  
8 Forest Lawn Memorial Park & Mortuary in Los Angeles, California ("Forest  
9 Lawn-Hollywood Hills") for preliminary, basic mortuary services, including the  
10 cost of the casket and of security at the private service on the morning of July 7,  
11 2009 immediately preceding the public service later that morning at the Staples  
12 Center. A true and correct copy of this contract, also entitled Memorial  
13 Arrangement Contract, is attached hereto as Exhibit 2.

14 7. Approximately half of the contract charges under the first contract (at  
15 Exhibit 2) have been paid to Forest Lawn-Hollywood Hills as part of an initial  
16 deposit, but there remains a balance due. Attached hereto as Exhibit 3 is a true  
17 and correct copy of a letter dated August 12, 2009 relating to services provided by  
18 Forest Lawn-Hollywood Hills, indicating the amount paid on the first contract  
19 and the amount still owing. Mrs. Jackson requests that the Court authorize the  
20 Special Administrators to pay the outstanding balance to Forest Lawn-Hollywood  
21 Hills and to reimburse the family member or members who paid the initial  
22 installment on the contract for the mortuary services and private memorial  
23 observance there.

24 8. Mrs. Jackson also requests that the Court authorize the Special  
25 Administrators to make payments for other reasonable costs related to the  
26 upcoming funeral, including invitations, flowers and similar expenses. These  
27 items are included in a Summary of Funeral Expenses, referenced below at  
28 paragraph 11, for which payment authorization is sought.

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1           9.       Mrs. Jackson is receiving a family allowance from the estate and has  
2 no other resources from which to meet her obligation to pay for the funeral  
3 arrangements. For that reason, and because time is of the essence in providing  
4 payment to Forest Lawn-Glendale and others, Mrs. Jackson is requesting that the  
5 Court grant her Application and do so on an *ex parte* basis.

6           10.       There are special circumstances that complicate these arrangements.  
7 At present, the Special Administrators have only the narrowly drawn powers and  
8 authority granted to them by this Court in its Order Appointing Special  
9 Administrators filed July 13, 2009, which do not include the ability to pay funeral  
10 and related expenses either as a creditor's claim or otherwise. In the instant  
11 Estate, because of the fame and status of the Decedent, the funeral and memorial  
12 events create special pressures on those who provide the services, and in  
13 particular the cemetery requires payment prior to the funeral, as does the  
14 Glendale Police Department.

15           11.       For the convenience of the Court, attached hereto as **Exhibit 4** is a  
16 summary of the specific costs for which Mrs. Jackson seeks to have the Court  
17 authorize payment by the Special Administrators.

18           12.       Although the costs of the funeral and related expenses are significant,  
19 they are entirely commensurate with the Decedent's worldwide status as an  
20 entertainer and with the world's grief over his death. Mrs. Jackson and her family  
21 wish to honor her son by a funeral that seeks to offer solace to his multitude of  
22 fans and by which the family also may be comforted. As the Court is well aware,  
23 the funeral arrangements and proceedings are being watched with intense media  
24 scrutiny. The interest and attention mandate the need for careful planning,  
25 including most especially the extensive security and police activity. These  
26 requirements create expenses which must be paid for.

27           13.       The date of the funeral is known worldwide, and only as recently as  
28 this past Saturday, August 29, 2009 did Mrs. Jackson learn that Forest Lawn-

1 Glendale requires payment in advance of finalizing the arrangements, including  
2 reimbursement for advancing payment to the Glendale Police Department.

3 Declaration on Notice

4 14. On August 31, 2009, at 1:06 p.m., I gave written notice to Paul Gordon  
5 Hoffman and Jeryll S. Cohen of Hoffman, Sabban & Watenmaker; Howard  
6 Weitzman of Kinsella, Weitzman, Iser, Kump & Aldisert, LLP; Margaret Lodise of  
7 Sacks, Glazier, Franklin & Lodise LLP; Kathy A. Jorrie of Luce, Forward, Hamilton  
8 & Scripps LLP, counsel of record for AEG Live, LLC; Joseph N. Zimring, Jr. of the  
9 Office of the Attorney General of the State of California; Edwin Bradley, and  
10 Thomas Mundell, that Mrs. Jackson would appear, *ex parte*, in Room 258 of the Los  
11 Angeles Superior Court, 111 North Hill Street, Los Angeles, California 90012, on  
12 Tuesday, September 1, 2009, at 8:30 a.m. to seek an order allowing the Special  
13 Administrators immediately to pay the Decedent's funeral expenses. A true and  
14 correct copy of the e-mail I sent appears in Exhibit 5 attached hereto, as the first  
15 communication in the e-mail chain.

16 15. No opposition to this Application has been registered. As indicated  
17 in Exhibit 5, Margaret Lodise, the guardian *ad litem* for the minor children of the  
18 Decedent, has affirmatively informed me that she has no objections to the  
19 Application.

20 16. In addition, on Saturday, August 29, 2009, Paul Gordon Hoffman of  
21 Hoffman, Saban & Watenmaker, counsel to the Special Administrators, endorsed  
22 the idea of the instant Application in stating that "You may wish to consider  
23 seeking immediate *ex parte* approval of the court for payment of the expenses in  
24 advance of concluding the final arrangements. The Special Administrators will  
25 waive the customary 24 hour notice if you choose to move on this matter... The  
26 Special Administrators are certainly supportive of Mrs. Jackson's desire to have a  
27 funeral commensurate with Michael Jackson's status as perhaps the greatest

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1 entertainer who ever lived." A true and correct copy of the e-mail so stating is  
2 attached hereto as **Exhibit 6**.

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

5  
6 Executed on this 31<sup>st</sup> day of August, 2009, at Beverly Hills, California.

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9 Burt Levitch



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EXHIBIT 1

EXHIBIT 1



**Forest Lawn Memorial-Parks & Mortuaries**  
 1712 So. Glendale Ave., Glendale, California 91205

**Memorial Arrangement Contract**

Arranged By: HOLLYWOOD HILLS, CA PD 004

Decedent: Michael J. Jackson FL ID.: 2F2142 Account No.: \_\_\_\_\_

I agree to purchase the mortuary, or cemetery property, merchandise, or services described below subject to the terms of this Agreement including the attachments.

Charges are only for those items that you selected or are required. If we are required by law, or by a cemetery or crematory, to use any items, we will explain the reasons in writing below. If you selected a funeral which requires embalming, such as a funeral with viewing, you may have to pay for embalming. You do not have to pay for embalming you did not approve if you selected arrangements such as direct cremation or direct burial. If we charged for embalming, we will explain why below. If you selected cremation, Forest Lawn requires a casket or alternative container. If burial is to be in the ground, Forest Lawn requires an outer burial container to minimize later sinking of the ground.

Embalming has been selected, accordingly a charge for that service is included. Forethought Policy No. \_\_\_\_\_

Package Selection (including casket discount, adjustments and applicable sales tax) Description attached: \_\_\_\_\_

Mortuary		Cemetery	
Basic Services and Facilities	\$	Interment Property/Park: Glendale	590,000.00
Transfer		Section Sarcophagus # 9, Sanct. of Ascension	
Embalming		Holly Terrace	
Refrigeration			
Care and Preparation			
Funeral Ceremony			
Graveside/Nicheside Service	500.00	Location Crypt "A"	
Casket Coach	295.00	Sarcoph. # 9 (Crypts B, C & D) are available	
Flower Van	125.00	and Wall Crypts-10307, 10308, 10309, 10310,	
Prayer Service/Vigil		10311, 10312, 10314, 10315	
Visitation			
Memorial Book:	*	Endowment Care: Property	88,500.00
Memory Folders:	*	Interment and Recording Burial	985.00
Prayer Cards:	*	Memorial Tablet # 1, etc.	
Acknowledgement Cards:	*	Placement and Foundation	
Casket Model: #	*		
Flowers	*	Outer Burial Container	*
News Notice		Vase Service	*
Limousine (Estimated)		Tent	
Church Assistance		Cremation	
Casket Bearers		Urn	*
Musicians:		Keepsake(s)	*
Escorts (Estimated)		Scatter at sea	
Park Assistance		Saturday Service Charge	
Saturday Service Charge		California DCA Fee	
Shipping Container		Misc. Cemetery Services: Twilight Cryptside Service	
Misc. Mortuary Services:		Misc. Cemetery Accessories	225.00
Misc. Mortuary Accessories:	*	Cemetery Subtotal	\$679,710.00
Cash Advances		Sales Tax (on Non-Package Selections)	0.00
Clergy			
Certified Copies of Death Certificate#			
Transportation (Estimated)			Total \$855,730.31
Permit			
Coroner's Fee	11.00		Cash Paid \$0.00
Miscellaneous Glendale P.D. & city suppl. \$150,000;	175,089.31		
Security cameras, monitor & records, device \$6,250; 200 chair rental			Other Credit
Fee 335; RENT GRANDPAND * 225; PRIVATE SECURITY			
Mortuary Subtotal (incl. TAXES); LIGHTING * 500.00;	\$176,020.31		Balance Due \$855,730.31

60; 100)

\* Taxable item (ONT) PAN RENTALS GENERATOR \* 1,933.23

Purchaser(s) Initials: \_\_\_\_\_

For more information on funeral, cemetery, and cremation matters, contact: Department of Consumer Affairs, the Cemetery and Funeral Bureau, 1625 North Market Blvd. Suite S-208, Sacramento, CA 95834; Telephone number 800-952-5210

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THE RANJACK GROUP

PAGE 03

### Forest Lawn Memorial-Parks & Mortuaries 1712 So. Glendale Ave., Glendale, California 91205

Funeral Director: Glendale	Other: _____
Visitation: _____	
Prayer Service/Vigil: Time _____ Day _____ Date _____	Location _____
Funeral: Time 7:00 p.m. Day Wednesday Date 09/03/2009	Location Cryptside (PRIVATE)

Purchaser's Name \_\_\_\_\_

Address \_\_\_\_\_ Day Time Telephone \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_ Evening Telephone \_\_\_\_\_

Mailing Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Purchaser's Email Address \_\_\_\_\_

When I have paid Forest Lawn all I owe, issue  An Individual Deed  A Joint Tenancy Deed  Other, to:

Name(s): \_\_\_\_\_ Dead # \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

I agree to pay in full any unpaid balance due hereunder within 60 days of the date of this contract. If I fail to pay by this date, it is agreed that Forest Lawn will be damaged in an amount difficult to determine and, therefore, I agree to pay a late charge of 1% per month from the date of this agreement on this unpaid balance as reasonable compensation for such damage.

The property, facilities and services of Forest Lawn are made available to all persons, regardless of their religious faith, affiliation or denomination. Forest Lawn makes no representation that its facilities now comply or in the future will comply with the specific funeral or burial practices, rites, rules or regulations of any particular religious faith, affiliation or denomination. Forest Lawn makes no representation that any part has been specifically consecrated for use by any particular religious faith, affiliation or denomination.

You, the purchaser, may cancel this transaction at any time prior to midnight of the fifth calendar day after the date of this transaction, provided no interment or substantial services or merchandise has been provided hereunder. To cancel, deliver or mail written notice of your intent to Forest Lawn Memorial-Park Association, Box 1151, Glendale, CA 91208.

I agree to all the terms and conditions of this agreement including the arbitration clause and other terms and conditions on page three.

Are special accommodations needed? Yes  No

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Individually and (if applicable) as personal representative of the deceased's estate.

Cosigner's Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Individually and (if applicable) as personal representative of the deceased's estate.

Representative's Name Wilma Joanis I.D.# 4279

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### Forest Lawn Memorial-Parks & Mortuaries Terms And Conditions

("You" and "your" refer to buyer(s); "we", "our" and "us" refer to Forest Lawn Mortuary, for itself and as agent for Forest Lawn Memorial- Park Association, collectively "Forest Lawn".)

1. **Endowment Care.** The Endowment Care Fund is a trust fund administered by Forest Lawn Memorial-Park Association composed of contributions made by each property purchaser. This agreement obligates you to make a contribution of at least the amount shown. We pay that money promptly to Forest Lawn Memorial-Park Association, and you agree that it may commingle for investment all such funds entrusted to it. Only the income from the Endowment Care Fund may be used for the care of the cemetery, and it must be used for the general care of walls, walks, roads, landscaping, for record keeping, as well as the care of interment property. We are not obligated for any care or maintenance of property beyond what the income will provide nor are we obligated for trimming of tablets or care of vases, memorial tablets, statuary or benches. Forest Lawn-Glendale and Forest Lawn- Hollywood Hills is one cemetery with two locations with a common fund and care.
2. **Your Rights to Interment-** This is not a deed and does not transfer title to the interment property. You have absolutely no right in the property, nor any rights of interment in it, nor any right to place a memorial, until you have paid all you owe under this Agreement, including your Endowment Care Fund obligation. When this Agreement is fully paid, a Deed to the property will be issued in the manner indicated on the front of this Agreement. If we choose to permit interment in the property prior to full payment, the person requesting such interment may be required to enter into a new agreement superseding this one. Any interment made before full payment is subject to restrictions set forth below. The exercise of the right of interment is also subject to our inability to provide the interment because of strikes, invasion, insurrection, riot, war, court order and/or any other, similar contingency which is unforeseen and/or beyond our reasonable control or because of any mistake or error in description, location or availability of property. We reserve the right to refuse to inter the remains of any person whose interment would be obnoxious to other property owners.
3. **Application of Rules and Regulations-** Your rights in the property and to interment are subject to Forest Lawn Memorial-Park Association's Rules and Regulations as they are now in existence and as they might be changed from time to time. A copy of the Rules and Regulations is available in the Administrative Office of the respective cemetery.
4. **Our Right to Make Changes-** We reserve the unrestricted right to do any or all of the following: alter or change the shape, size, color, finish or appearance of the cemetery section, unit or mausoleum-columbarium in which your property is located. We also reserve the unrestricted right to move, change, or substitute any embellishments, improvements and/or structures located on or adjacent to your property or elsewhere in the cemetery.
5. **Our Right to Reproduce the Property-** You agree we have the unrestricted right, which we may use ourselves or grant to another, to make, publish, display, sell, or otherwise use or dispose of any copies, replicas, photographs, models, casts, tracings, prints or likenesses, as well as any and all other forms of reproduction, of all or any part of the property, any or all of our other cemetery property and all or any part of any embellishment, improvement and/or structure located in the cemetery. If we choose, any reproduction can be accompanied by appropriate identifying and/or descriptive language.
6. **Our Right to Do Business-** You agree that we can, but are not obligated to, carry on any business activity which is permitted by law to be carried on within the grounds of a cemetery or adjacent to them.
7. **Memorial Tablet or Embellishments-** You may not place memorial tablets or anything else on the property except as provided in the Rules and Regulations or approved by us. All memorial tablets must meet Forest Lawn specifications and be made of bronze except when it is necessary to match an existing tablet. Discoloration of memorial tablets, statuary, benches and other embellishments is expected as a natural result of exposure to water and air. Forest Lawn is not responsible for cleaning or replacement of embellishments.
8. **Memorial Tablet Inscriptions-** Tablet prices are subject to change if inscription or sketch is not approved within one year of the date of the death. If the inscription or sketch is not approved within two years of the date of death, Forest Lawn may complete the order with name, date of birth and date of death. Doing so shall fully satisfy our obligations with respect to the purchase of the memorial tablet.
9. **Customized Accessories-** You agree that sales of customized accessories are final.
10. **Default-** If you fail to make payment (other than the first payment) hereunder when such payment is due, you will be in default under this Agreement. If you are in default, after appropriate written notice to you at your address then shown on our business records, and in addition to any other remedy provided by law, we may do one or more of the following:
  - a. Require you to immediately pay the entire unpaid balance, all interest and late charges that you owe;
  - b. Cancel this Agreement with respect to any interment property sold under it, thereby terminating your rights in such property. Upon any default by Buyer hereunder (the "Default"), Buyer hereby agrees that Forest Lawn shall retain all principal payments or credits made pursuant to this Agreement as "Liquidated Damages," and Buyer shall therefore not be entitled to the refund of any amounts paid or credited in connection with or related to this Agreement.
  - c. Upon declaration of cancellation for non-payment as provided, or at any time thereafter, upon ten days notice deposited in the regular United States mail addressed to you at your address as shown on our books, remove each of the remains then interred in the property to another interment space or niche in any Forest Lawn cemetery. You for yourself, your heirs, executors, administrators and assigns, hereby expressly consent to and authorize any acts allowed by this paragraph, including such removal and hereby,

Purchaser(s) Initials \_\_\_\_\_

24D 709

### Forest Lawn Memorial-Parks & Mortuaries Terms And Conditions

-Continued-

irrevocably authorize us as your agent to obtain any and all permits required for such removal, and you will be responsible for the cost thereof, including the cost of the substitute interment space or niche and the Endowment Care Fund obligation in connection therewith. Upon completion of such disinterment your account with us for the property from which disinterment is made, will be treated like one for property in which no interment was made as provided in 10b, above, provided that any payments made by you shall first be credited against items due as specified in the last preceding sentence.

d. Our Acceptance of any overdue payment or our waiver of any breach of this Agreement will not be a waiver of our right to refuse any other overdue payment or of any other or later breach.

11. Disputes- Upon the written request of any party to this agreement, all disputes and claims shall be submitted to arbitration in Los Angeles County as provided in the California Code of Civil Procedure, Sections 1280-1294.2, and the award of the arbitrator, who shall be a retired California Superior Court Judge, shall be final, binding, and non-appealable. Both parties waive any right to a trial by jury as to those matters to be arbitrated. Arbitration costs other than attorneys fees shall be shared equally.

12. Limitation of Liability- Our employees are hired for mortuary services, maintenance, interment, and conducting funeral services. We are not obliged to employ guards or offer other protection of human remains, articles of personal property left with such remains, statuary, memorial tablets, or other property in the cemetery.

We will make a reasonable effort to care for and return, as requested, any personal effects, clothing, jewelry, or other articles left in our care or received with the remains of a deceased person, but you agree we will not be liable for loss of or damage to such property unless such loss is caused by our willful or negligent act or failure to act. You agree that we may destroy or otherwise dispose of any personal effects or other property left with any human remains if such property is not called for within 60 days after the date of this Agreement. You further agree that in the event of any loss or damage to human remains, statuary, memorial tablets, or other property in the cemetery, in the absence of willful acts on our part, we are not liable in any way to any party for any claim or injury of any kind arising from or based on such loss or damage.

You agree that, if we make a mistake in the description, location, or availability of property, our liability shall not exceed the value of the property as reasonable damages, and, if we make a mistake in the furnishing of services, facilities, or commodities, our liability shall not exceed the value of the services, facilities, or commodities as reasonable damages. You also agree that we may disclose the cause of death and medical condition of the deceased to family members and next of kin without liability.

13. Cremation- If this Agreement includes cremation, we have the right to remove and destroy, prior to cremation, any and all handles, screws, lugs, jewelry and any other metal, glass, or plastic parts, or adornments in or on caskets or the deceased person. Dentures and dental work are not removed and are generally lost in the cremation process.

14. Vases- If this Agreement includes an amount for a vase for a niche or crypt, you are entitled to use one of the vases available in groups near the interment spaces, but if the vase is for ground property, we will place a vase on your property, although we will have no obligation to maintain it.

15. Assignment- You may not assign this Agreement without our written consent. If you enter into voluntary or involuntary bankruptcy, we have the option of (1) returning all the principal payments you have made, excluding payments for late charges or interest and for property, merchandise, and services already furnished and cancelling this Agreement as to any obligations; or (2) giving you property having the same retail value as the amount you would be entitled to under the first option. In either case, we shall be released from any obligations of any nature under this Agreement.

16. Miscellaneous Provisions- a. Your payments will be applied to your unpaid balance in the following order: (1) late charges; (2) interest; (3) mortuary and cemetery services and commodities, excluding interment property; (4) interment property; and (5) your Endowment Care Fund obligation.

b. Upon your death, the unpaid balance will be due and payable. The terms and conditions of this Agreement will be binding upon the heirs, executors, administrators, successors, and assigns of each party.

c. Our obligation to furnish any of the items listed in this Agreement is subject to our ability to procure them.

d. The Agreement represents the entire understanding between us concerning the property and your rights in and to it, and anything contrary to its provisions which may have been communicated to you by any of our employees or representatives is, you agree, of no consequence whatsoever. Any amendment or change or addition to this Agreement will not be effective unless it is in writing and signed by an officer or registrar.

e. State law gives you the right to know if there are ever future plans to use this cemetery for any other purpose. If you want to receive information about such a plan, you must contact the local planning office and pay a small fee.

f. If you have a Forethought Life Insurance policy that may cover the payment for all or some of funeral goods and services selected in this Agreement, the terms and conditions of that Forethought Life Insurance policy are hereby incorporated into this Agreement.

**NOTICE:** Any holder of this consumer credit contract is subject to all claims and defenses which the debtor could assert against the seller of goods or services obtained pursuant hereto or with the proceeds hereof. Recovery hereunder by the debtor shall not exceed amounts paid by the debtor hereunder.

Purchaser(s) Initials \_\_\_\_\_

24D 7/09

**Forest Lawn Memorial-Parks & Mortuaries**  
1712 So. Glendale Ave., Glendale, California 91205

**Contract Adjustments**

Forest Lawn endeavors to assure the accuracy and completeness of the individual charges for merchandise and services you selected on today's contract. Please understand that any contract charge may be increased or decreased based upon changes you may authorize or charges paid on your behalf by Forest Lawn after the contract is signed. The following list contains some of, but is not limited to, the most frequently adjusted items:

**Estimated Limousine** - The number of cars requested changed or the three hour limit per service was exceeded.

**Estimated News Notice** - The initial charge quoted differed from the final price of the requested notices.

**Estimated Transportation** - Mileage to or from the Forest Lawn Mortuary exceeded the 60 mile radius, multiple trips were required, or initial quote for domestic or international air transportation was adjusted by the servicing airline.

**Estimated Escorts** - Escorts are required to ensure traffic safety for all funeral processions. The charge is based upon one escort per 10 cars and the final determination of the number required is made at the time of service.

**Matching Memorial Tablets** - Because of the variety of styles and sizes of memorial tablets offered, additional charges may result when ordering a memorial tablet to match an existing Memorial.

**Estimated Miscellaneous Cash Advances** - These charges include any fee which is paid to an external company, agency, or individuals on your behalf. Common items might include Coroner's fee, outside mortuary charges, or other services you may request Forest Lawn to provide.

**Cancellations** - Services provided by external companies or individuals (e.g. musicians, limousines, escorts, clergy, etc.) that are cancelled less than 24 hours prior to service time, may be charged to your account.

Forest Lawn welcomes any questions or concerns you may have regarding your initial or monthly statement(s). Those inquiries may be directed to either your memorial counselor or our customer service department.

Your signature below indicates that you have read and understand the above and that you agree to pay for any additional charges which are incurred by Forest Lawn on your behalf.



\_\_\_\_\_  
Purchaser

Date: August 24, 2009

**CONTRACT COPY**

Page 1 of 1

Contract Adjustment

08/28/2009 2:17PM (GMT-07:00)

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08-24-08 16:14 From-ZIFFREN

T-551 P.21/22 F-165

### Forest Lawn Memorial-Parks & Mortuaries 1712 So. Glendale Ave., Glendale, California 91205

Decedent Name: Michael J. Jackson Interment No.: \_\_\_\_\_

Cemetery		Mortuary	
Interment Property/Park Section	\$	Basic Services and Facilities (BASICSVC)	795.00
		Transfer (TRANSFER)	350.00
		Embalming (EMBALM)	450.00
		Refrigeration (REFRIG)	
		Care and Preparation (CARE&PREP)	250.00
Location		Funeral Ceremony (FUNERAL)	1,400.00
		Graveside/Nichside Service (GRAVESIDE)	
		Casket Coach (CASKCOACH)	295.00
		Flower Van (FLOWRVAN)	175.00
		Prayer Service/Vigil	
Endowment Care: Property		Visitation	700.00
Interment and Recording		Memorial Book	
Memorial Tablet#		Memory Folders	
Placement and Foundation		Prayer Cards	
		Acknowledgement Cards	
Outer Burial Container		Casket Model # 3-99 Promethea	25,000.00
Vase Service		Flowers (FLWROTHER)	
Tent (TENTFEE)		News Notice (ESTNEWNOT)	
Cremation		Limpusine (Estimated)	
Um		Church Assistance	
Keepsake(s)		Casket Bearers	
Scatter at sea (CREMSEA)		Escorts	
Saturday Service Charge (SATINTFEE)		Musicians	
California DCA Fee (DCAFFEE)		Park Assistance (CEMATTEND)	
Misc Cemetery Services: (**)		Saturday Service Charge (SATCERMNY)	
Misc Cemetery Accessories:		Shipping Container	
		Misc. Mortuary Services	17,200.00
		<small>Secondary Service As of 7/10/2009</small>	
		Misc. Mortuary Accessories:	
<b>Cemetery Subtotal</b>	<b>\$0.00</b>	<b>Cash Advances</b>	
<b>Sales Tax (on Non-Package Selections)</b>	<b>\$0.00</b>	<b>Clergy (MIN(STER)</b>	
		<b>Certified Copies of DC # 10 (DCADULT)</b>	120.00
<b>Total</b>	<b>\$49,372.50</b>	<b>Transportation (Estimated)</b>	
<b>Cash Paid</b>	<b>\$0.00</b>	<b>Permit (BURPERMIT)</b>	
<b>Other Credit</b>		<b>Coroner's Fee County</b>	
		<b>Miscellaneous (**)</b>	
<b>Balance Due</b>	<b>\$49,372.50</b>	<b>Mortuary Subtotal</b>	<b>\$46,935.00</b>
<b>Total Cemetery Sales Tax</b>	<b>\$0.00</b>	<b>Mortuary Sales Tax (on non Package Selections)</b>	<b>\$2,437.50</b>
		<b>Total Mortuary Sales Tax</b>	<b>\$2,437.50</b>

**Deeding Instructions:**

When I have paid Forest Lawn all I owe, issue  An Individual Deed  A Joint Tenancy Deed  Other, to:

Name(s) \_\_\_\_\_ Deed # \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Receipt # \_\_\_\_\_ Payment Type \_\_\_\_\_ Pmt. \$ \_\_\_\_\_ Date \_\_\_\_\_ Cashier \_\_\_\_\_

Receipt # \_\_\_\_\_ Payment Type \_\_\_\_\_ Pmt. \$ \_\_\_\_\_ Date \_\_\_\_\_ Cashier \_\_\_\_\_

\* Taxable Item

524E 8/07

08-24-09 16:15 From-ZIFFREN

T-551 P.22/22 F-165

**Forest Lawn Memorial-Parks & Mortuaries**  
1712 So. Glendale Ave., Glendale, California 91205

Contract No: \_\_\_\_\_ Account #: \_\_\_\_\_

Sell Location: Hollywood Hills Sales Date: 07/04/2009 Service Date: 07/07/2009  
Trans Type: Sale  Adult  Child Cremation Service Date: \_\_\_\_\_  
Ethnic Code: Black Religion: Other Language: English

**Sales Type:**

Cremation \_\_\_\_\_ Mortuary Purchase Property Cash  
Disinterment \_\_\_\_\_ At Need \_\_\_\_\_  
RCE \_\_\_\_\_ Transportation \_\_\_\_\_  
Fellowship \_\_\_\_\_ Services \_\_\_\_\_

Public Administrator \_\_\_\_\_

Representative's I.D. # 4279 Representative's Name WILMA JUANES

Purchaser's Name La Toya Jackson Day Telephone ( 818 ) 788-4538  
Address 4641 Hayvenhurst Avenue Evening Telephone ( ) \_\_\_\_\_  
City Encino State CA Zip Code 91436  
Mailing Name \_\_\_\_\_  
Mailing Address Same As Above City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_  
Purchaser's E-mail Address \_\_\_\_\_

Decedent Name Michael J. Jackson  
Interment No. \_\_\_\_\_ FL ID: 2F2142 Date of Death June 25, 2009

**Previously Purchased Property:**

Property Owner's Name \_\_\_\_\_ Telephone ( ) \_\_\_\_\_  
Property Owner's Last Known Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_  
Property Location: \_\_\_\_\_ Section: \_\_\_\_\_ Lot: \_\_\_\_\_ Space: \_\_\_\_\_

Beneficiary Name(s): \_\_\_\_\_

Credit Rating \_\_\_\_\_ Authorized By \_\_\_\_\_ Claim Type \_\_\_\_\_

524E 1/07





2011

08-24-08 16:09 From-ZIFFREN

T-551 P.04/22 F-165



# Forest Lawn

MEMORIAL PARKS &amp; MORTUARIES

1712 South Glendale Avenue - Glendale, CA 91205

(800) 209-3111 • ForestLawn.com

August 12<sup>th</sup>, 2009

Grant & Tani  
 Attn: Ms. Lynnette Bowers  
 9100 Wilshire Blvd., Ste. 1000W  
 Beverly Hills, CA 90210

Dear Ms. Bowers,

Please allow me to express my sincere condolences for the loss of Mr. Michael Jackson to his family, friends, and business associates. There isn't much one can say to ease the sense of loss, but it is comforting to know that Mr. Jackson left behind a lifetime of wonderful memories for all of us to enjoy.

Mr. Jaime Mendoza asked that I send you the final bill detailing mortuary and cemetery services we provided to Mr. Jackson. The original contract amount was \$49,372.50, which was paid in full by Mr. Mendoza on July 6<sup>th</sup>, 2009. At that time, I mentioned to Mr. Mendoza that a closing bill for charges incurred above and beyond the contract, as well as continuing charges, would follow. This letter itemizes those charges.

Original Contract Amount to 7/2/2009:		\$49,372.50
Security Charges from 7/3/2009 to 7/7/2009:	\$39,166.00	
Barricade Rentals from 7/4/2009 to 7/8/2009:	\$ 5,040.00	
Temporary Invaultment from 7/7/2009 to 8/6/2009:	\$ 5,000.00	
Temporary Invaultment from 8/7/2009 to 9/6/2009:	\$ 5,000.00	
Total Changes:	\$54,206.00	
Current Contract Total:		\$103,578.00
Payment Received on 7/6/2009:		<u>(\$49,372.50)</u>
Balance Due:		\$54,206.00

COVINA HILLS

CYPRESS

GLENDALE

HOLLYWOOD HILLS

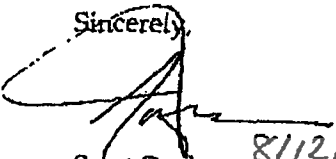
LONG BEACH

08-24-08 16:08 From-ZIFFREN

T-551 P.05/22 F-165

The balance due is the final billing associated with the mortuary charges and memorial service. The only ongoing charge will be \$5,000.00 per month for holding the remains of Mr. Jackson in a temporary vault. Once the family has selected a permanent memorial, a new contract for property and cemetery services will be negotiated, and the temporary invaultment charges will cease. Should the family choose a permanent interment site before September 6<sup>th</sup>, Forest Lawn shall issue a refund for the unused days at the rate of \$164.38 per day.

It is my desire that you are completely satisfied with Forest Lawn's services. Please do call me at (323) 340-4568 if you have any questions regarding this statement or need any assistance.

Sincerely,  
  
8/12/2009  
Scott Drolet  
Sr Vice President - Operations  
Forest Lawn Memorial-Parks and Mortuaries



8007

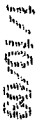


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Summary of Funeral Expenses

- 1. Current contract with Forest Lawn for cemetery and funeral charges in the amount of \$855,730.31.
- 2. Initial contract with Forest Lawn for mortuary services in the amount of \$103,578.
  - a) \$49,372.50 advance payment on July 6, 2009
  - b) \$54,206.00 balance due
- 3. Contract with Villa Sorriso for funeral repast in the approximate amount of \$21,455. Preliminary statement is attached.
- 4. Expenses to be incurred for flowers, invitations and similar expenses in a reasonable amount.



# Villa SORRISO

168 West COLORADO BLVD.  
Pasadena, CA 91105  
Phone: (626) 844-9009 Fax: (626) 844-9006

Name: Michael Jackson Estate and or Stephen Jackson and or Randy Jackson Today's Date: 8/31/2009  
 Contact: Dax Casillas Revised Date: 8/31/2009  
 Date of Event: Thursday, September 3, 2009 Home Number:  
 Type of Event: Funeral Reception Cell: (818)692-6777  
 Event Location: Villa SORRISO Buy Out Fax:  
 Reservations by: Leslie Nicassio Guaranteed # of People: 200  
 Email: [daxcasillas@yahoo.com](mailto:daxcasillas@yahoo.com)  
 Event Timing: 8:00pm-11:00pm Final Count Due:  
 Crew Arrival:  
 Guest Arrival: \*Guests must arrive within 20 minutes of reservation time\*  
 Bar Opening:

Security	Per Person	Total
Villa SORRISO will provide 10 Security Guards	\$ -	\$ 1,700.00

	Per Person	Total
	\$ -	\$ -

	Per Person	Total
	\$ -	\$ -

Type of Bar:	Per Person	Total
	\$ -	\$ -

Notes:

	Total
Security	\$ 1,700.00
Bar Fee	\$ -
20% Service Fee	\$ -
Sub Total	\$ -
Rental	
Delivery Charge	\$ -
Facility Fee	\$ -
Sub Total	\$ -
9.75% Tax	\$ -
Grand Total	\$ 1,700.00
Less Deposit	\$ -
Less Payment	\$ -
Balance	\$ 1,700.00

- \* Attached is Villa SORRISO terms and conditions. That must be signed and returned for confirmation of event.
- \* Payment in full is due September 1, 2009 no later than 12:00PM
- \* Security cost is an addition and will be billed separately.
- \* Jackson Family will provide Villa SORRISO with a guest list for all guest admittance.
- \* Villa SORRISO is not responsible for any lost or missing items

Signature \_\_\_\_\_ Date \_\_\_\_\_ Leslie Nicassio 8/31/2009  
 Villa SORRISO Date

# Villa SORRISO

168 West COLORADO BLVD.  
Pasadena, CA 91105  
Phone: (626) 844-9009 Fax: (626) 844-9006

Name: Michael Jackson and or Stephen Jackson and or Randy Jackson Today's Date: 8/31/2009  
 Contact: Dax Casillas Revised Date: 8/31/2009  
 Date of Event: Thursday, September 3, 2009 Home Number:  
 Type of Event: Funeral Reception Cell: (818)692-6777  
 Event Location: Villa SORRISO Buy Out Fax:  
 Reservations by: Leslie Nicassio Guaranteed # of People: **200**  
 Email: [daxcasillas@yahoo.com](mailto:daxcasillas@yahoo.com)  
 Event Timing: 8:00pm-11:00pm Final Count Due:  
 Crew Arrival:  
 Guest Arrival: \*Guests must arrive within 20 minutes of reservation time\*  
 Bar Opening:

Tray Passed	Hors D'Oeuvres	Per Person	Total
\$3.50	Fresh Fruit Skewers	\$ 21.00	\$ 4,200.00
\$2.75	Assorted Bruschetta		
\$2.75	Ratatouille		
\$2.75	Crispy Polenta		
\$2.75	Stuffed Artichokes		
\$2.75	Grille Beef Satay		
\$3.75	Ahi Tuna		
Entrée		Per Person	Total
NA		\$ -	\$ -
Dessert		Per Person	Total
NA		\$ -	\$ -
Type of Bar:	Beverages/Bar	Per Person	Total
	Open Hosted Bar -Notify Host When \$10,800.00 is met	\$ -	\$ 10,800.00

Notes:

Room Set Up:  
Cocktail - Lounge Style Seating  
White Linene on all Tables including Patio

**Staff Assignments:**

Servers: 6  
Bartenders: 4  
Busser: 2  
Bar Servers: 2

Total	\$ 15,000.00
Bar Fee	\$ -
20% Service Fee	\$ 3,000.00
Sub Total	\$ 18,000.00
Rental	
Delivery Charge	\$ -
Facility Fee	\$ -
Sub Total	\$ 18,000.00
9.75% Tax	\$ 1,755.00
Grand Total	\$ 19,755.00
Less Deposit	\$ -
Less Payment	\$ -
Balance	\$ 19,755.00

- \* Attached is Villa SORRISO terms and conditions. That must be signed and returned for confirmation of event.
- \* Payment in full is due September 1, 2009 no later than 12:00PM
- \* Security cost is an addition and will be billed seperatly.
- \* Jackson Family will provide Villa SORRISO with a guest list for all guest admittance.
- \* Villa SORRISO is not responsible for any lost or missing items

Signature

Date

Leslie Nicassio  
Villa SORRISO

Date

8/31/2009

11/11/09

## Villa SORRISO Terms & Conditions

**USE DATE:** Use of *Villa SORRISO* shall begin at 8:00 p.m. on September 3, 2009, for the purpose of the event and shall end at 12:00 midnight. Set up time (if applicable): TBD

**RETURN OF CONTRACT:** Date requested by the Michael Jackson Estate - and or Stephen Jackson and or Randy Jackson are not considered firm until the *Villa SORRISO* receives the event the event contract accompanied by payment in full for said event.

**PAYMENT:** *Michael Jackson Estate - and or Stephen Jackson and or Randy Jackson* agrees to pay \$19,755.00 as payment in full based on the agreed upon food and beverage contract. Payment must be made in a form of certified check made payable to the *Villa SORRISO* along with signed contract.

**Security:** Villa SORRISO will provide ten security guards to assist with crowd control. The estimated cost of security is \$1,700.00. Villa SORRISO requires a certified check for above said amount no later than 12:00 Noon September 1, 2009.

**CANCELLATION:** If cancellation of said event occurs, *Michael Jackson Estate- and or Stephen Jackson and or Randy Jackson* agrees to pay in full any and all incurred costs related to said event.

**INSURANCE:** *MICHAEL JACKSON ESTATE- AND OR STEPHEN JACKSON AND OR RANDY JACKSON* SHALL PROVIDE PROOF OF LIABILITY INSURANCE OF \$1,000,000 AND FOR HIMSELF AND ALL PARTICIPANTS. *Michael Jackson Estate- and or Stephen Jackson and or Randy Jackson* shall provide the *Villa SORRISO* with a certificate of insurance.

**DAMAGES:** *Michael Jackson Estate- and or Stephen Jackson and or Randy Jackson* shall be responsible for the payment of any and all damages to the building, furnishing, fixtures, or equipment whether caused by or his/her employees, agents, representatives or guests. Damage to the premises shall be at the expense of the *Michael Jacksons Estate - and or Stephen Jackson and or Randy Jackson*.

**PARKING:** Please contact Unified Parking directly for costs and arrangements. (626) 712-4469

**BILLING:** *Michael Jackson Estate- and or Stephen Jackson and or Randy Jackson* will provide Villa SORRISO with a certified check for the estimated totals no later than 12:00 Noon September 1, 2009. If any outstanding charges are incurred, *Michael Jackson*



**Estate-and or Stephen Jackson and or Randy Jackson** will pay the balance at the conclusion of said event.

**FORCE MAJEURE:** If **Villa SORRISO** or any part is destroyed or damaged by fire, the elements, mob, riot, or for any reason is rendered unfit for occupancy either prior to or during the event, or if **Villa SORRISO** is unable to give the **Michael Jacksons Estate-and or Stephen Jackson and or Randy Jackson** possession of the **Facility** during the event because of national or local emergency, calamity, epidemic, strike or war, this Agreement shall be suspended for the period during which the **Facility** cannot be delivered to the **Michael Jackson Estate-and or Stephen Jackson or RandyJackson, Villa SORRISO** may terminate this Agreement and return to the **Michael Jacksons Estate-and or Stephen Jackson and or Randy Jackson** any advanced or un-accrued payments, less Reimbursable Expenses, without any further liability or obligation by **Villa SORRISO**.

_____	Leslie Nicassio	8/31/2009	
Randy Jackson _____	Date	Villa SORRISO _____	Date
_____	_____	_____	_____
Stephen Jackson _____	Date	Michael Jackson Estate _____	Date



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**Levitch, Burt**

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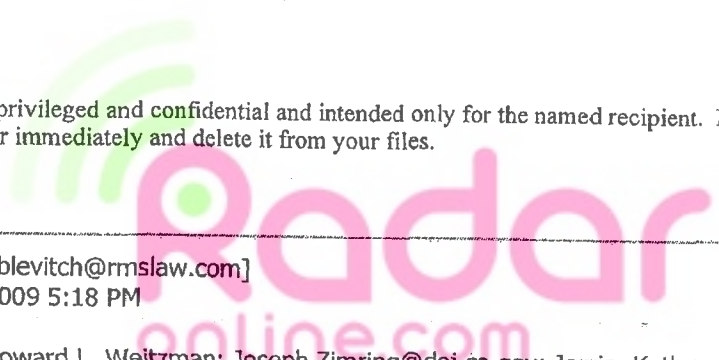
**From:** Margaret Lodise [mlodise@trustlitigation.la]  
**Sent:** Monday, August 31, 2009 5:33 PM  
**To:** Levitch, Burt  
**Cc:** 'Paul Gordon Hoffman'; 'Howard L. Weitzman'; Joseph.Zimring@doj.ca.gov; 'Jorrie, Kathy'; edbradlawyer@yahoo.com; tmundell@mohlaw.net; lmcmillan@dl.com; diane@goodmanmetz.com; 'Jeryll S. Cohen'  
**Subject:** RE: Estate of Michael Joseph Jackson -- Ex Parte Notice

I had assumed they would not add too much to the overall bill. Please send me a copy of whatever you file so that I will have a complete picture.

Meg

Margaret G. Lodise  
Sacks, Glazier, Franklin & Lodise LLP  
350 S. Grand Ave., Suite 3500  
Los Angeles, California 90071  
(213)617-2049  
(213)617-9350--Fax

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**From:** Levitch, Burt [mailto:blevitch@rmslaw.com]  
**Sent:** Monday, August 31, 2009 5:18 PM  
**To:** Margaret Lodiše  
**Cc:** Paul Gordon Hoffman; Howard L. Weitzman; Joseph.Zimring@doj.ca.gov; Jorrie, Kathy; edbradlawyer@yahoo.com; tmundell@mohlaw.net; lmcmillan@dl.com; diane@goodmanmetz.com; Jeryll S. Cohen  
**Subject:** RE: Estate of Michael Joseph Jackson -- Ex Parte Notice

Thanks, Meg. I believe you are aware of everything being brought to the court's attention with the exception of some miscellaneous related expenses (e.g., flowers, invitations). I am informed that these miscellaneous expenses are not extravagant.

Best,

Burt

---

**From:** Margaret Lodise [mailto:mlodise@trustlitigation.la]  
**Sent:** Monday, August 31, 2009 5:09 PM  
**To:** Levitch, Burt; 'Paul Gordon Hoffman'  
**Cc:** 'Howard L. Weitzman'; Joseph.Zimring@doj.ca.gov; 'Jorrie, Kathy'; edbradlawyer@yahoo.com; tmundell@mohlaw.net; lmcmillan@dl.com; diane@goodmanmetz.com; 'Jeryll S. Cohen'  
**Subject:** RE: Estate of Michael Joseph Jackson -- Ex Parte Notice

In case it was not clear from my earlier message, I will not attend the ex parte hearing. Burt, you may advise the court that I am aware of it and have no objections. I will be out of the office tomorrow morning and not available by phone. If you need something more from me, please let me know by email tonight.

8/31/2009

Meg

Margaret G. Lodise  
Sacks, Glazier, Franklin & Lodise LLP  
350 S. Grand Ave., Suite 3500  
Los Angeles, California 90071  
(213)617-2049  
(213)617-9350--Fax

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---

**From:** Levitch, Burt [mailto:blevitch@rmslaw.com]  
**Sent:** Monday, August 31, 2009 3:06 PM  
**To:** Paul Gordon Hoffman  
**Cc:** Margaret Lodise; Howard L. Weitzman; Joseph.Zimring@doj.ca.gov; Jorrie, Kathy; edbradlawyer@yahoo.com; tmundell@mohlaw.net; lmcmillan@dl.com; diane@goodmanmetz.com; Howard L. Weitzman; Jeryll S. Cohen  
**Subject:** RE: Estate of Michael Joseph Jackson -- Ex Parte Notice

Thanks for bringing the Janet Jackson correspondence to my attention. I will include these additional charges in my application. And thanks for helping to bring some clarity to the situation.

Best,

Burt

---

**From:** Paul Gordon Hoffman [mailto:paul@hswlaw.com]  
**Sent:** Monday, August 31, 2009 2:48 PM  
**To:** Levitch, Burt; Margaret Lodise  
**Cc:** Howard L. Weitzman; Joseph.Zimring@doj.ca.gov; Jorrie, Kathy; edbradlawyer@yahoo.com; tmundell@mohlaw.net; lmcmillan@dl.com; diane@goodmanmetz.com; Howard L. Weitzman; Jeryll S. Cohen  
**Subject:** RE: Estate of Michael Joseph Jackson -- Ex Parte Notice

Burt:

I want to be sure that you are aware of Janet Jackson's claim for approximately \$100,000 as set forth in the attached correspondence dealing with charges at Forest Lawn. Since about half of that cost is (or at least at the date of last contact was) still outstanding, I suggest that you seek approval for advance payment of that unpaid balance since Forest Lawn may refuse to proceed at the last minute unless all of their charges have been covered. I believe that this is in addition to the approximately \$855,000 in expenses shown on the Forest Lawn invoice. As a courtesy to Janet Jackson, you may want to seek approval of payment to her of amounts previously expensed, but in any event I think you would need to advise the court of the existence of these additional charges. The materials we received from Randy Jackson (also attached) indicated that in addition to that roughly \$855,000 amount, there will be other expenses (e.g., flowers, invitations and wardrobe) and you should probably seek approval for those amounts as well if you can get an estimate for them. Thus, it appears that the total will be about \$1,000,000. This is, of course, in addition to the costs of the memorial service at Staples which the Court approved as part of the AEG agreement.

Paul

\*\*\*\*\*IRS Required Notice\*\*\*\*\*

8/31/2009

IRS regulations effective June 20, 2005, require us to notify you that this communication was not intended or written by Hoffman, Sabban & Watenmaker, APC, to be used, and cannot be used, by you as the taxpayer, for the purpose of avoiding penalties that the IRS might impose on you.

\*\*\*\*\*Email Confidentiality Footer\*\*\*\*\*

Privileged/Confidential or Attorney Work Product Information may be contained in, or attached to, this message. If you are not the addressee indicated in this message (or responsible for delivery to such person) you may not copy, forward, disclose, deliver or otherwise use this message or any part of it in any form whatsoever. In such case, you should destroy this message and please notify us immediately. Notification may be given by replying to this message, or by contacting Paul Gordon Hoffman, in the United States at 310-470-6010 (collect calls accepted).

**From:** Levitch, Burt [mailto:blevitch@rmslaw.com]

**Sent:** Monday, August 31, 2009 1:22 PM

**To:** Margaret Lodise

**Cc:** Paul Gordon Hoffman; Howard L. Weitzman; Joseph.Zimring@doj.ca.gov; Jorrie, Kathy; edbradlawyer@yahoo.com; tmundell@mohlaw.net; lmcmillan@dl.com; diane@goodmanmetz.com

**Subject:** Re: Estate of Michael Joseph Jackson -- Ex Parte Notice

The only other expense I know of is for a possible funeral repast at a restaurant following the service. The family has not yet decided whether to have it. I will let everyone know if anything else will be requested.

Best,

Burt

On Aug 31, 2009, at 1:17 PM, "Margaret Lodise" <mlodise@trustlitigation.la> wrote:

Burt:

Are the expenses being sought only the ones listed on the Forest Lawn contract, or are there additional expenses. If so, what are they? I have no objection to the Forest Lawn expenses, but have not seen any of the other expenses.

Margaret G. Lodise  
Sacks, Glazier, Franklin & Lodise LLP  
350 S. Grand Ave., Suite 3500  
Los Angeles, California 90071  
(213)617-2049  
(213)617-9350--Fax

The contents of this e-mail are privileged and confidential and intended only for the named recipient. If you have received this e-mail in error, please notify the sender immediately and delete it from your files.

**From:** Levitch, Burt [mailto:blevitch@rmslaw.com]

**Sent:** Monday, August 31, 2009 1:06 PM

8/31/2009

**To:** Paul Gordon Hoffman; Howard L. Weitzman; [mlodise@trustlitigation.la](mailto:mlodise@trustlitigation.la); [Joseph.Zimring@doj.ca.gov](mailto:Joseph.Zimring@doj.ca.gov);  
 Jorrie, Kathy; [edbradlawyer@yahoo.com](mailto:edbradlawyer@yahoo.com); [tmundell@mohlaw.net](mailto:tmundell@mohlaw.net)  
**Cc:** [jmcmillan@dl.com](mailto:jmcmillan@dl.com); [diane@goodmanmetz.com](mailto:diane@goodmanmetz.com)  
**Subject:** Estate of Michael Joseph Jackson -- Ex Parte Notice

Please be advised that, on behalf of Katherine Esther Jackson, I plan to appear ex parte in Room 258, Los Angeles Superior Court, 111 North Hill Street, Los Angeles, California 90012, at 8:30 a.m. on Tuesday, September 1, 2009, to seek an order for immediate payment from the Estate of the decedent's funeral expenses. Should you have questions prior to the appearance, please let me know. (I am on call for jury duty this week. If I have to report tomorrow, Nathan Canby from this office will make the appearance.)

Best,

Burt

**Burt Levitch**  
 Rosenfeld, Meyer & Susman, LLP  
 9601 Wilshire Boulevard, Suite 710  
 Beverly Hills, California 90210  
 (310) 246-3281 / (310) 860-2481 (Fax)  
[blevitch@rmslaw.com](mailto:blevitch@rmslaw.com)  
[www.rmslaw.com/attorneys/levitch.htm](http://www.rmslaw.com/attorneys/levitch.htm)

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IRS CIRCULAR 230 DISCLOSURE

To ensure compliance with requirements of the Internal Revenue Service, we inform you that, to the extent any advice relating to a Federal tax issue is contained in this communication, including in any attachments, unless otherwise specifically stated it was not written or intended to be used, and cannot be used, for the purpose of (1) avoiding any penalties under the Internal Revenue Code, or (2) promoting, marketing or recommending to another party any transaction or matter addressed in this communication.

online.com

8/31/2009



EXHIBIT 6

EXHIBIT 6

**Levitch, Burt**

**From:** Paul Gordon Hoffman [paul@hswlaw.com]  
**Sent:** Saturday, August 29, 2009 8:53 AM  
**To:** Levitch, Burt  
**Cc:** John Branca; jmccain2004@aol.com; KatzJ@gtlaw.com; HWeitzman@kwikalaw.com; Jeryll S. Cohen; chieffov@gtlaw.com; michael.kane@crowehorwath.com; lmcmillan@dl.com  
**Subject:** Funeral Expenses  
**Attachments:** Funeral Estimate.pdf

Burt:

The Special Administrators and their counsel were contacted by Michael Kane, who was contacted by Randy Jackson. Randy Jackson was seeking the guarantee of the Special Administrators that the funeral bills and related security costs would be paid out of the Estate. A copy of Randy's email is attached. We are aware that there is roughly another \$100,000 of funeral charges that have been incurred by Janet Jackson. I understand that there may be a meeting set for today between the Mayor of Glendale and Randy Jackson to discuss the city's police charges.

As you know, the decisions regarding Michael Jackson's funeral are entirely those of Katherine Jackson, and the Special Administrators have no role in it. However, it appears that Mrs. Jackson and Randy Jackson may be under the erroneous impression that the Special Administrators can advance funds or guarantee reimbursement of costs for the funeral. Of course, the Special Administrators can do neither.

You may wish to consider seeking immediate ex parte approval of the court for payment of the expenses in advance of concluding the final arrangements. The Special Administrators will waive the customary 24 hours notice if you choose to move on this matter on Monday morning. The Special Administrators are certainly supportive of the Mrs. Jackson's desire to have a funeral commensurate with Michael Jackson's status as perhaps the greatest entertainer who ever lived. However, on this matter, we must turn to you to represent your clients before the court, and trust that you will have your clients understand that the amount that the court will authorize for reimbursement is entirely in the hands of Judge Beckloff. I also assume that you will seek to involve the Guardian ad Litem and the Attorney General, who may have their own views on the appropriate level of expenditure and reimbursement.

Paul

online.com

\*\*\*\*\*IRS Required Notice\*\*\*\*\*  
 IRS regulations effective June 20, 2005, require us to notify you that this communication was not intended or written by Hoffman, Sabban & Watenmaker, APC, to be used, and cannot be used, by you as the taxpayer, for the purpose of avoiding penalties that the IRS might impose on you.  
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8/31/2009  
 8/31/2009





8/31/2009

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15 Attorneys for KATHERINE ESTHER JACKSON

SEP 02 2009  
 LOS ANGELES SUPERIOR COURT

SEP 02 2009  
 JOHN A. CLARKE, CLERK  
 BY JOAN H. CHOI, DEPUTY

11 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
 12 FOR THE COUNTY OF LOS ANGELES

15 Estate of

18 Michael Joseph Jackson  
 19 aka Michael Jackson,

22 Decedent.

Case No. BP117321

**FILED UNDER SEAL**

(Unsealed per  
 Court order of  
 11-10-2009)

**ORDER GRANTING EX PARTE  
 APPLICATION FOR AN ORDER  
 AUTHORIZING THE IMMEDIATE  
 PAYMENT OF FUNERAL EXPENSES  
 FROM THE ESTATE;  
 MEMORANDUM OF POINTS AND  
 AUTHORITIES; DECLARATION OF  
 BURT LEVITCH**

Date: September 1, 2009  
 Time: 8:30 a.m.  
 Dept.: 5

24 The *Ex Parte* APPLICATION FOR AN ORDER AUTHORIZING THE  
 25 IMMEDIATE PAYMENT OF FUNERAL EXPENSES FROM THE ESTATE (the  
 26 "Application") brought by Katherine Esther Jackson, former Special  
 27 Administrator, mother of the Decedent, guardian of the person of the Decedent's

28

1 minor children, and an indirect beneficiary of the Estate as a beneficiary of the  
2 Michael Jackson Family Trust dated November 1, 1995, which would receive the  
3 entire Estate pursuant to the Decedent's Will which has been admitted to probate  
4 ("Mrs. Jackson"), came on for hearing before the Court on September 1, 2009.

5 Having considered the papers submitted by Mrs. Jackson in support of the  
6 Application and the oral testimony of counsel in support of the Application, and  
7 finding good cause for the Application,

8 **IT IS HEREBY ORDERED AS FOLLOWS:**

9 1. The current contract with Forest Lawn for cemetery and funeral  
10 charges, <sup>is</sup> in the amount of \$855,730.31 ~~is approved~~, and the Special Administrators  
11 are ~~directed~~ <sup>authorized</sup> to pay said amount to Forest Lawn.

MB

12 2. Title to the monument at Forest Lawn in which the remains of the  
13 Decedent are to be interred, including without limitation all niches or plots which  
14 are part of the same monument for which payment is being made and/or which  
15 the contract covers (which accounts for \$590,000 of the \$855,730.31) shall be held  
16 by the Estate of Michael Jackson aka Michael Joseph Jackson, deceased.

17 3. ~~The initial contract with Forest Lawn for mortuary services in the~~  
18 ~~amount of \$103,578.50, consisting of an advance payment of \$49,372.50 made on~~

19 ~~July 6, 2009 by Janet Jackson and the balance due in the amount of \$54,206.00, is~~  
20 ~~approved.~~ <sup>authorized</sup> The Special Administrators are ~~directed~~ <sup>authorized</sup> to reimburse Janet Jackson in  
21 the amount of \$49,372.50 and they are ~~directed~~ <sup>authorized</sup> to pay the balance due in the  
22 amount of \$54,206.00 to Forest Lawn.

MB

23 4. The Special Administrators are ~~directed~~ <sup>authorized</sup> to pay the contract with Villa  
24 Sorriso for the funeral repast in the approximate amount of \$21,455 plus any  
25 possible overage not to exceed 10%.

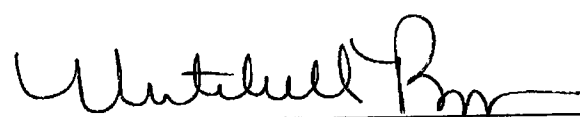
MB

1 5. The Special Administrators are <sup>authorized</sup> ~~directed~~ to pay the expenses listed  
 2 below, all of which are ancillary expenses in connection with the Decedent's  
 3 funeral, which such expenses total \$117,334.36, plus any possible overage not to  
 4 exceed 10%. The Special Administrators <sup>are authorized to</sup> ~~shall~~ either pay a vendor directly upon  
 5 presentation of an appropriate invoice or <sup>are authorized to</sup> ~~provide~~ reimbursement to a party  
 6 presenting a paid invoice, and proof of that party's payment of same, to the  
 7 Special Administrators, as the case may be.

- 8 \$ 3,682.66 - framing of a photograph of the Decedent next to the casket
- 9 \$ 1,975.50 - wardrobe for the family
- 10 \$ 959.22 - embroidery
- 11 \$11,716.98 - invitations/programs
- 12 \$ 1,000.00 - miscellaneous décor
- 13 \$16,000.00 - flowers
- 14 \$35,000.00 - burial garments for the Decedent
- 15 \$15,000.00 - Bush Tompkins (designer for the funeral)
- 16 \$ 2,000.00 - usher costumes
- 17 \$30,000.00 - cars and security

18  
19 **IT IS SO ORDERED.**

20  
21  
22 Dated: 9/2/09  
SEP 02 2009

23   
 24 \_\_\_\_\_  
 25 Los Angeles Superior Court Judge  
 26 MITCHELL L. BECKLOFF

27  
28  
5000