

KINSELLA WEITZMAN ISER KUMP LLP  
808 WILSHIRE BOULEVARD, 3<sup>RD</sup> FLOOR  
SANTA MONICA, CALIFORNIA 90401  
TEL 310.566.9800 • FAX 310.566.9850

1 KINSELLA WEITZMAN ISER KUMP LLP  
Howard Weitzman (SBN 38723)  
2 hweitzman@kwikalaw.com  
Jonathan P. Steinsapir (SBN 226281)  
3 jsteinsapir@kwikalaw.com  
Suann MacIsaac (SBN 205659)  
4 smacisaac@kwikalaw.com  
Aaron Liskin (SBN 264268)  
5 aliskin@kwikalaw.com  
Katherine T. Kleindienst (SBN 274423)  
6 kkleindienst@kwikalaw.com  
808 Wilshire Boulevard, Third Floor  
7 Santa Monica, California 90401  
Telephone: 310.566.9800

8 Attorneys for Defendants MJJ Productions, Inc.,  
9 and MJJ Ventures, Inc.

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
11 **COUNTY OF LOS ANGELES - WESTERN DISTRICT**

13 WADE ROBSON, an individual,  
14 Plaintiff,

15 vs.

16 DOE 1, an individual; MJJ PRODUCTIONS,  
17 INC., a California corporation; MJJ  
VENTURES, INC., a California corporation;  
18 and DOES 4-50, inclusive,  
19 Defendants.

Case No. BC 508502

Assigned to Hon. Mark A. Young, Dept. M

**DEFENDANTS' NOTICE OF MOTION  
AND MOTION FOR SUMMARY  
JUDGMENT OR, IN THE  
ALTERNATIVE, SUMMARY  
ADJUDICATION OF ISSUES; AND  
MEMORANDUM OF POINTS AND  
AUTHORITIES IN SUPPORT**

**RESERVATION ID: 131078496710<sup>1</sup>**

**Submitted Concurrently With Defendants'  
Separate Statement of Undisputed Facts  
and Compendium of Evidence in Support of  
Motion for Summary Judgment**

Date: February 24 2021  
Time: 8:30 a.m.  
Dept.: M

Action Filed: May 10, 2013  
Trial Date: June 14, 2021

26 \_\_\_\_\_  
27 <sup>1</sup> The reservation was originally for May 4, 2021, but the hearing was advanced to  
28 February 24, 2021 by order of the Court dated December 4, 2020.

1 **NOTICE OF MOTION AND MOTION**

2 TO ALL INTERESTED PARTIES AND THEIR ATTORNEYS OF RECORD:

3 PLEASE TAKE NOTICE that on February 24, 2021, at 8:30 a.m., or as soon thereafter as  
4 the matter may be heard, in Department M of the above-entitled Court, 1725 Main Street, Santa  
5 Monica, California, Defendants MJJ Productions, Inc., and MJJ Ventures, Inc. (“Defendants” or  
6 the “Corporations”), will appear through counsel and move this Court for an order pursuant to  
7 Code of Civil Procedure section 437c granting summary judgment against Plaintiff Wade Robson  
8 on all causes of action in the Fourth Amended Complaint (“the Complaint”) on the ground that  
9 there is no triable issue of material fact, and that the Defendants are entitled to judgment as a  
10 matter of law in this civil action for the reasons set out in the attached memorandum of points and  
11 authorities, incorporated herein by this reference.

12 Without limiting the generality of the foregoing, the grounds for this motion include the  
13 following and, to the extent summary judgment of the entire case is not warranted, Defendants  
14 seek summary adjudication on the following issues:

15 1. All Causes of Action fail as a matter of law, because there is no triable issue as to  
16 any material fact sufficient to permit a rational trier of fact to conclude that Defendants’ allegedly  
17 tortious acts or omissions were “a legal cause of the [alleged] childhood sexual assault,” Code Civ.  
18 Proc. §§ 340.1(a)(2) & 340.1(a)(3), in order for the causes of action to come within the scope of  
19 subdivisions (a)(2) and (a)(3) of Code of Civil Procedure section 340.1 (and the causes of action  
20 are therefore untimely); and/or as required by the elements of the substantive causes of action  
21 themselves (all of which require legal causation, i.e., proximate causation). Defendants are  
22 therefore entitled to judgment as a matter of law on all Causes of Action in the Complaint.

23 2. The Second through Fifth Causes of Action, all of which are based in negligence,  
24 fail as a matter of law because there is no triable issue as to any material fact sufficient to permit a  
25 rational trier of fact to conclude that Defendants had duties of care towards Plaintiff as alleged in  
26 the Complaint. Defendants are therefore entitled to judgment as a matter of law on the Second  
27 through Fifth Causes of Action in the Complaint.

28 3. The Second Cause of Action for “Negligence” in the Complaint based on the

1 negligence *per se* doctrine fails as a matter of law, because there is no triable issue as to any  
2 material fact sufficient to permit a rational trier of fact to conclude that any of the pertinent  
3 employees of Defendants were mandated reporters under the Child Abuse and Neglect Reporting  
4 Act (CANRA), Penal Code §§ 11166 *et seq.* in effect at the time. Also, the negligence *per se*  
5 doctrine does not create a duty of care in any event; it only sets the standard of care when duty has  
6 first been established independently. There is no duty of care here. Defendants are therefore  
7 entitled to judgment as a matter of law on the Second Cause of Action in the Complaint.

8         4.       The Third and Fourth Causes of Action for “Negligent Retention/Hiring” and  
9 “Negligent Supervision” in the Complaint fail as a matter of law, because there is no triable issue  
10 as to any material fact sufficient to permit a rational trier of fact to conclude that Defendants had  
11 the duty or ability to decline to hire Michael Jackson in the first place, to fire him or to supervise  
12 him. There is also no triable issue as to any material fact sufficient to permit a rational trier of fact  
13 to conclude that the alleged tortious conduct by Jackson against Plaintiff arose out of or was  
14 generated by the employment relationship between Jackson and the Defendants. Defendants are  
15 therefore entitled to judgment as a matter of law on the Third and Fourth Causes of Action in the  
16 Complaint.

17         5.       The Fifth Cause of Action for “Negligent Failure to Train, Warn, or Educate” fails  
18 as a matter of law, because there is no triable issue as to any material fact sufficient to permit a  
19 rational trier of fact to conclude that Defendants had a duty to train, warn or educate Plaintiff, his  
20 parents, the authorities, Defendants’ employees, or anyone else about the dangers of sexual abuse  
21 generally or about the alleged dangers of Michael Jackson specifically. Defendants are therefore  
22 entitled to judgment as a matter of law on the Fifth Cause of Action in the Complaint.

23         6.       The First Cause of Action for Intentional Infliction of Emotional Distress (“IIED”)  
24 fails as a matter of law, because there is no triable issue as to any material fact sufficient to permit  
25 a rational trier of fact to conclude that Defendants themselves (as opposed to, allegedly, Michael  
26 Jackson personally) engaged in extreme and outrageous conduct. Also, this cause of action fails  
27 because, as alleged by Plaintiff, it is a claim for “direct perpetrator liability” and is therefore not  
28 cognizable under Code of Civil Procedure section 340.1 (and is therefore untimely). There is no

1 triable issue as to any material fact showing otherwise. Defendants are therefore entitled to  
2 judgment as a matter of law on the First Cause of Action in the Complaint.

3 7. The Sixth Cause of Action for Breach of Fiduciary Duty fails as a matter of law,  
4 because there is no triable issue as to any material fact sufficient to permit a rational trier of fact to  
5 conclude that Defendants were in a fiduciary relationship with Plaintiff and/or that fiduciary duties  
6 were breached. Defendants are therefore entitled to judgment as a matter of law on the Sixth  
7 Cause of Action in the Complaint.

8 If the Court finds, for some reason, that there are genuinely disputed issues of material fact  
9 as to any of the above issues against one Defendant but not the other, Defendants move for  
10 summary adjudication as to those issues in favor of the other Defendant.

11 In addition and in the alternative, Defendants move for judgment on the pleadings as to  
12 each cause of action because the operative Complaint does not, and cannot, allege facts sufficient  
13 to constitute valid and timely causes of action for each cause of action.

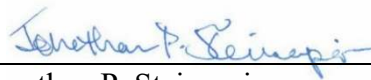
14 This Motion is based upon this Notice of Motion and Motion, the attached Memorandum  
15 of Points and Authorities, the Separate Statement of Undisputed Facts, the Compendium of  
16 Evidence (containing the Declarations of John Branca and Jonathan P. Steinsapir, with exhibits),  
17 all pleadings on file in this action, and on such other and further written and oral argument as may  
18 be presented at or before the hearing of this matter.

19 DATED: December 7, 2020

Respectfully Submitted:

20 KINSELLA WEITZMAN ISER KUMP LLP  
21

22 By:



23 Jonathan P. Steinsapir  
24 Attorneys for Defendants  
25 MJJ Productions, Inc. and MJJ Ventures, Inc.  
26  
27  
28



## TABLE OF CONTENTS

### Page

1			2
2			
3	NOTICE OF MOTION AND MOTION .....		2
4	I. INTRODUCTION.....		9
5	II. STATEMENT OF FACTS.....		10
6	A. Procedural Background .....		10
7	B. The Corporations and Michael Jackson .....		10
8	C. Michael Jackson’s Homes .....		11
9	D. Plaintiff and His Family’s Relationship with Michael Jackson .....		12
10	III. ARGUMENT .....		15
11	A. Legal Standard.....		15
12	B. All Claims Fail as a Matter of Law Because Plaintiff Cannot Prove		
13	Causation .....		16
14	C. The Negligence Claims All Fail as a Matter of Law for Lack of Duty.....		21
15	1. Plaintiff Cannot Prove His Claim for Negligence <i>Per Se</i> . ....		23
16	2. The Negligent Supervision and Retention/Hiring Claims Fail .....		23
17	3. The Negligent Failure to Train, Warn, or Educate Claim Fails .....		24
18	D. The Intentional Infliction of Emotional Distress Claim Fails .....		27
19	E. The Breach of Fiduciary Duty Claim Fails .....		28
20			
21			
22			
23			
24			
25			
26			
27			
28			

**TABLE OF AUTHORITIES****Cases**

<i>Aaronoff v. Martinez Seftner</i> 136 Cal.App.4th 910 (2006).....	27
<i>Aguilar v. Atlantic Richfield Co.</i> 25 Cal.4th 826 (2001).....	16
<i>Barenborg v. Sigman Alpha Epsilon Fraternity</i> 33 Cal.App.5th 70 (2019).....	22
<i>Boy Scouts v. Superior Court</i> 206 Cal.App.4th 428 (2012).....	27
<i>City of Hope Nat. Med. Ctr. v. Genentech, Inc.</i> 43 Cal.4th 375 (2008).....	28
<i>Cobos v. Mello-Dy Ranch</i> 20 Cal.App.3d 947 (1971).....	17
<i>Coit Drapery Cleaners v. Sequoia Ins. Co.</i> 14 Cal.App.4th 1595 (1993).....	24
<i>Conti v. Watchtower Bible &amp; Trade Society of New York, Inc.</i> 235 Cal.App.4th 1214 (2015).....	21, 24, 25, 26
<i>Cuff v. Grossmont Union High Sch. Dist.</i> 221 Cal.App.4th 582 (2013).....	19
<i>Davidson v. City of Westminster</i> 32 Cal.3d 197 (1982).....	27
<i>Delfino v. Agilent Techs., Inc.</i> 145 Cal.App.4th 790 (2006).....	27
<i>Doe v. United States Youth Soccer Association</i> 8 Cal.App.5th 1118 (2017).....	25, 26
<i>In re Donahue Secs., Inc.</i> 318 B.R. 667 (Bankr. S.D. Ohio 2004).....	23
<i>Eric J. v. Betty M.</i> 76 Cal.App.4th 715 (1999).....	21, 23, 24
<i>Falcon v. Long Beach Genetics, Inc.</i> 224 Cal.App.4th 1263 (2014).....	16

1	<i>Federico v. Superior Court</i>	
2	59 Cal.App.4th 1207 (1997).....	24
3	<i>Georgia v. Randolph</i>	
4	547 U.S. 103 (2006) .....	12
5	<i>Jackson v. AEG Live, LLC</i>	
6	233 Cal.App.4th 1156 (2015).....	23
7	<i>Juarez v. Boy Scouts of America, Inc.</i>	
8	81 Cal.App.4th 377 (2000).....	24
9	<i>K.G. v. S.B.</i>	
10	46 Cal.App.5th 625 (2020).....	21, 22
11	<i>Kassey S. v. City of Turlock</i>	
12	212 Cal.App.4th 1276 (2013).....	26
13	<i>Megeff v. Doland</i>	
14	123 Cal.App.3d. 251 (1981).....	22
15	<i>Melton v. Boustred</i>	
16	183 Cal. App. 4th 521 (2010).....	23
17	<i>Mendoza v. City of Los Angeles</i>	
18	66 Cal.App.4th 1333 (1998).....	24
19	<i>Regents of Univ. of California v. Superior Court</i>	
20	4 Cal.5th 607 (2018).....	21
21	<i>Saelzler v. Advanced Group 400</i>	
22	25 Cal.4th 763 (2001).....	16
23	<i>State of California v. Superior Court</i>	
24	150 Cal.App.3d 848 (1984).....	16, 19
25	<i>Todd v. Dow</i>	
26	19 Cal.App.4th 253 (1993).....	21
27	<i>Wise v. Superior Court</i>	
28	222 Cal.App.3d 1008 (1990).....	21, 22
	<i>Wolf v. Superior Court</i>	
	107 Cal.App.4th 25 (2003).....	28
	<i>Z.V. v. County of Riverside</i>	
	238 Cal.App.4th 889 (2015).....	23

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**Statutes**

**Code Civ. Proc.**

§ 340.1 .....	16, 27
§ 437c(c).....	15

**Corp. Code**

§ 212(a) .....	22
§ 300(a) .....	22, 28
§ 303(a) .....	11, 22, 28
§ 312.....	11, 22
§ 312(b) .....	28
§ 603(a) .....	11
§ 603(d) .....	11, 22, 28

**Pen. Code**

§ 11165.7 .....	19, 23
§ 11165.9 .....	19
§ 11166.....	23, 27
§ 11166(a) .....	19

1 **I. INTRODUCTION**

2 On May 10, 2013, Plaintiff Wade Robson filed this civil action against defendants MJJ  
3 Productions and MJJ Ventures (“the Corporations”), claiming that he had been abused as a child  
4 by Michael Jackson between 1990 and 1997. But for the alleged abuse, Plaintiff claims that he  
5 would have “become an international superstar” and seeks damages to compensate him for that  
6 lost opportunity. (Statement of Undisputed Facts (“UF”) 4 [Ex. 29 (Original Complaint) ¶ 58].)<sup>2</sup>

7 Plaintiff’s case is expressly and necessarily based on *his own assertion* that he deliberately  
8 and repeatedly perjured himself in a 2005 trial in a California court. (Ex. 23 [W. Robson Depo.]  
9 145:13-153:10.) Specifically, when Plaintiff was 22 years old, he testified in open court before a  
10 jury of twelve in a trial where Jackson was charged with, and then acquitted of, several crimes. In  
11 great detail, and after several rounds of able and pointed cross-examination by a highly-skilled  
12 prosecutor, Plaintiff never wavered. He confirmed repeatedly that Jackson had done nothing  
13 wrong. (Ex. 16.) Throughout his adulthood, until the filing of this case when he was 30 years old,  
14 Plaintiff publicly, prominently, and proudly defended and praised Jackson at every opportunity.

15 With renewed public interest in Michael Jackson following his tragic death in 2009,  
16 Plaintiff jumped on the chance to revive his dying career in the entertainment industry by trying to  
17 capitalize on his association with Jackson. For just a few examples among so many: he penned a  
18 public tribute to Jackson in the days after his death (still prominently displayed on his talent  
19 agent’s website as late as 2017, four years *after* this suit was filed) stating that Michael Jackson is  
20 “one of the main reasons I believe in the pure goodness of human kind” (Ex. 17); less than 24  
21 hours after Jackson’s death, he contacted producers on the show *So You Think You Can Dance* to  
22 inquire about whether he could produce a Jackson tribute show (Ex. 23 [W. Robson Depo.]  
23 175:19-176:8); he performed in and helped choreograph a posthumous tribute to Jackson for

24  
25  
26 <sup>2</sup> When citing to the Statement of Undisputed Facts, we also include citations to supporting  
27 evidence in brackets where helpful. All exhibits are consecutively numbered and attached to the  
28 Compendium of Evidence in Support of this Motion. They are authenticated in the declarations in  
the Compendium. Exhibits 1 through 10 are authenticated in the Declaration of John Branca, and  
Exhibits 11 through 29 are authenticated in the Declaration of Jonathan Steinsapir.

1 MTV's 2009 Video Music Awards with Jackson's sister, the great Janet Jackson (*id.* 182:23-  
2 184:4); and he twice sought work (unsuccessfully) from the Estate in 2011 and 2012 to  
3 choreograph Jackson-themed Cirque du Soleil shows, meeting personally with John Branca, one  
4 of the Jackson Estate's Co-Executors, to pitch himself for the projects. (Branca Decl. ¶ 5.)

5 Only after efforts to revive his career on the back of the deceased Michael Jackson went  
6 nowhere did Plaintiff suddenly claim that he had, in fact, been abused by Jackson decades before.  
7 The Estate is confident that Plaintiff told the truth when he swore to do so in open court and then  
8 was put to the test of cross-examination before judge and jury. But whether Plaintiff was lying for  
9 most of his adult life—or whether he is lying today—is irrelevant to this motion. Even if one were  
10 to credit Plaintiff's allegations of abuse, this case fails as a matter of law on undisputed facts.

## 11 **II. STATEMENT OF FACTS**

### 12 **A. Procedural Background**

13 Plaintiff never filed a creditor's claim against the Estate of Michael Jackson so he cannot  
14 recover directly for the alleged abuse. He did petition to file a *late* creditor's claim in May 2013,  
15 but the petition was denied with prejudice. (Ex. 18.) Plaintiff never appealed that order. (Steinsapir  
16 Decl. ¶ 10.) Instead, he attempted to circumvent the ruling through this civil action against the  
17 Corporations seeking to recharacterize the *alleged crimes* of Jackson personally into the *mere*  
18 *negligence* of two corporations. In late 2017, this Court granted summary judgment finding the  
19 suit untimely because it did not fall within an exception to the (then) age-26 cutoff for suits against  
20 third-parties for child sexual abuse. Plaintiff appealed. Just before oral argument, the age-26 cutoff  
21 was repealed by statute. The Court of Appeal reversed on that basis alone. 43 Cal.App.5th 1094  
22 (2020). Despite that ruling, Plaintiff's case still fails on *numerous* other bases.

### 23 **B. The Corporations and Michael Jackson**

24 Defendant MJJ Productions was incorporated in California in 1979 as "Michael Jackson  
25 Productions, Inc." Its name was changed to "MJJ Productions, Inc." in 1982. (UF 6 [Branca Decl.  
26 ¶¶ 9-10, Exs. 1-4].) Jackson was MJJ Productions' sole shareholder at all times until his death.  
27 (UF 7 [Branca Decl. ¶ 10; Ex. 21 ¶ 8].) Jackson utilized MJJ Productions as the corporation that  
28 furnished his services as a recording artist. From 1985 forward, it entered into contracts for

1 Jackson's services as a recording artist and it held all the copyrights in the recordings Jackson  
2 released as an adult. (UF 45 [Branca Decl. ¶ 14].)

3 Defendant MJJ Ventures was incorporated in 1991. (UF 8 [Branca Decl. ¶ 16; Exs. 6-9].)  
4 Jackson was MJJ Ventures' sole shareholder at all times until his death. (UF 9 [Branca Decl. ¶ 3;  
5 Ex. 22 ¶ 8].) Jackson utilized MJJ Ventures as a partner in, and to provide his services for, a joint  
6 venture between himself (through MJJ Ventures) and Sony Music (through affiliates). The Joint  
7 Venture does business in various forms of media. (UF 50 [Branca Decl. ¶ 20].)

8 During all times relevant to this case until June 1, 1994, Jackson was the sole director of  
9 both Corporations. (UF 46, 51 [Branca Decl. ¶¶ 12, 16; Exs. 3, 9].) On June 1, 1994, as sole  
10 shareholder and director of both Corporations, Jackson increased the size of the Boards of  
11 Directors of both Corporations from one director to four directors. Jackson appointed himself,  
12 John Branca, Marshall Gelfand (Jackson's business manager), and Sandy Gallin (Jackson's talent  
13 manager) as the four directors of both Corporations. They remained so through 1997. (UF 47, 52  
14 [Branca Decl. ¶¶ 12, 18; Exs. 5, 10].) The directors served at the pleasure of Jackson, the sole  
15 shareholder of the Corporations, and were subject to removal by him at any time for any reason or  
16 no reason. (UF 48, 53 [Branca Decl. ¶¶ 11, 18].) *See also* Corp. Code §§ 303(a), 603(a), (d).

17 No employee, officer or director of the Corporations had any right or ability to control  
18 Jackson's businesses, personal conduct, or conduct with respect to the Corporations. (UF 49, 54  
19 [Branca Decl. ¶¶ 12-13, 18-19; Ex. 12 (Levine Depo.) 227:21-228:24; Ex. 13 (Hearne Depo.)  
20 169:18-170:23].) *See also* Corp. Code §§ 303(a), 312, 603(a), (d). Jackson was the final decision  
21 maker with regard to—and the *only* person with the right and ability to control—*his own*  
22 businesses, personal conduct, and conduct with respect to the Corporations. (UF 49, 54, 55.)

### 23 C. Michael Jackson's Homes

24 In 1987, Jackson bought a large ranch in Santa Barbara County. He named it the  
25 "Neverland Valley Ranch" (hereafter, "the Ranch"). Jackson held title to the Ranch in his own  
26 name from the time he acquired it until the mid- to late-2000s. At *no time* did either of the  
27 Corporations hold title to, or otherwise own any interest in, the Ranch. (UF 10 [Branca Decl.  
28 ¶ 22].) At times in the late 1980s and through the 1990s, Jackson owned apartments in Los

1 Angeles where he spent time while in town. At no time did either of the Corporations hold title to,  
2 or otherwise own any interest in, those apartments. (UF 11 [Branca Decl. ¶ 23].)

3 No one connected to the Corporations, other than Jackson, had any right or ability: (a) to  
4 control when Jackson could come and go to and from the Ranch or his apartments and with whom;  
5 (b) to dictate who could and could not visit Jackson at the Ranch or his apartments; or (c) to create  
6 any sort of “procedures” for how and when Jackson arrived and left the Ranch or his apartments  
7 and who could and could not visit him at the Ranch or his apartments. (UF 12 [Branca Decl. ¶ 24;  
8 Ex. 13 (Hearne Depo.) 167:22-169:17; Ex. 14 (Goforth Depo.) 172:19-173:11, 177:10-23].) None  
9 of this should be surprising given “the ancient adage that a man’s house is his castle.” *Georgia v.*  
10 *Randolph*, 547 U.S. 103, 115 (2006), quoting *Miller v. United States*, 357 U.S. 301, 307 (1958).

11 That Jackson exercised ultimate control over his own life and what went on at his own  
12 homes is (unsurprisingly) acknowledged by both Plaintiff and his mother, Joey Robson (hereafter  
13 “Mrs. Robson”).<sup>3</sup> Plaintiff describes the Ranch as “2,700 acres of impenetrable Michael Jackson  
14 country governed by one man only, Michael Jackson.” (UF 56 [Ex. 19 at p. 25]. *See also* UF 57  
15 [Ex. 20 at p. 3].) Mrs. Robson claims that Jackson even told people who they could and could not  
16 speak to at the Ranch. Jackson “didn’t want us talking to the staff [at the Ranch], and he didn’t  
17 allow the staff to talk to us.” (UF 58 [Ex. 11 (J. Robson Depo.) 68:8-69:7].) Mrs. Robson was  
18 once “reprimanded” by a “furious” Jackson when she did not follow his directions in this regard.  
19 (*Ibid.*) According to Mrs. Robson, Jackson was a controlling person: “If you did anything to upset  
20 Michael, he would cut you off. ... So in order to remain his friend, you had to abide by his rules.”  
21 (UF 59 [Ex. 11 (J. Robson Depo.) 127:5-10].)

#### 22 **D. Plaintiff and His Family’s Relationship with Michael Jackson**

23 Plaintiff was born in 1982 in Australia. (UF 3.) At two years old, his mother showed him  
24

---

25  
26 <sup>3</sup> Mrs. Robson’s given first name is “Joy.” In documents in this case, including in her own  
27 emails (e.g., Ex. 15) and in privilege logs created by her counsel, she is almost always referred to  
28 as “Joey Robson.” Joey is a nickname that Jackson gave her (in part, apparently, because she  
pushed her son to be an entertainer as Jackson’s father, Joe Jackson, did to him); she continues to  
go by the nickname that Jackson gave her to this day. (Ex. 11 (J. Robson Depo.) 315:2-17.)



1 *Michael Jackson's The Making of Thriller*. He “was instantly fascinated with the music video and  
2 watched it every day. He quickly began to emulate Michael Jackson’s dance moves. Over the next  
3 few years, his fascination with Michael Jackson and dancing and emulating him grew into an  
4 obsession. Michael Jackson became like an entertainment ‘God’ to [Plaintiff].” (UF 13 [Fourth  
5 Amended Complaint (“FAC”) ¶ 10].)

6 Plaintiff first met Jackson in November 1987. Mrs. Robson had entered the (then) five-  
7 year-old Plaintiff into a dance contest in Australia sponsored by Target, Pepsi, and CBS Records.  
8 Plaintiff won the contest. (UF 14 [Ex. 11 (J. Robson Depo.) 33:19-34:18].) The prize for winning  
9 was that Plaintiff, his mother, and another winner got to meet and speak “very briefly” with  
10 Jackson after one of his concerts in Australia. (UF 15 [Ex. 11 (J. Robson Depo.) 33:19-34:6,  
11 35:10-36:23].) Plaintiff then danced on stage with Jackson at the next night’s concert. (UF 16 [Ex.  
12 11 (J. Robson Depo.) 38:7-10].) The following night, Plaintiff and his mother brought a thank you  
13 note to Jackson’s hotel and visited with him there for a short time. (UF 17 [Ex. 11 (J. Robson  
14 Depo) 38:11-22].) After that, Mrs. Robson sent Jackson letters and videos of Plaintiff performing,  
15 but Jackson never responded. (UF 18 [Ex. 11 (J. Robson Depo.) 40:8-41:16].)

16 In January 1990, Plaintiff, his parents, his sister, and his grandparents visited California  
17 where Plaintiff and his older sister, Chantal, were performing at Disneyland with the Johnny  
18 Young Talent School. (UF 19 [Ex. 11 (J. Robson Depo) 41:20-42:4, 43:14-20].) Before leaving  
19 Australia, Mrs. Robson tried to obtain contact information for Jackson. After the family arrived in  
20 the United States, she eventually got in touch with Norma Staikos, Jackson’s then personal  
21 assistant at MJJ Productions. (UF 20 [Ex. 11 (J. Robson Depo) 42:5-43:13].) Through Staikos,  
22 Jackson invited the Robson family to visit him at Record One studios in Sherman Oaks where the  
23 family showed Jackson photographs and videos of Plaintiff performing. (UF 21 [Ex. 11 (J. Robson  
24 Depo) 44:10-16, 45:25-46:18].) Jackson then invited the entire family to the Ranch for the  
25 weekend. (UF 22 [Ex. 11 (J. Robson Depo) 46:13-15, 48:5-16].) At some point on that trip to the  
26 Ranch, Plaintiff *alleges* that he was first molested by Jackson. (UF 23 [FAC ¶ 15].)

27 In May 1990, Plaintiff and his mother returned to California to participate in a photo shoot  
28 with Jackson for the shoe company L.A. Gear. Their trip was paid for by L.A. Gear. (UF 24, 25

1 [Ex. 11 (J. Robson Depo.) 57:15-59:12].) The two again travelled here to visit Jackson in February  
2 1991. (UF 26 [Ex. 11 (J. Robson Depo.) 103:17-104:1].) Then in September 1991, Mrs. Robson  
3 decided to move to California with Plaintiff and his sister Chantal. (UF 27 [Ex. 11 (J. Robson  
4 Depo.) 113:11-21].) She began considering the move in or before November 1990. It had been  
5 Plaintiff's father, Dennis, who first brought up the possibility of moving from Australia to the  
6 United States, when the family had visited in 1990. (Ex. 11 (J. Robson Depo.) 83:1-15.)

7 Mrs. Robson decided to move to the United States to pursue Plaintiff's career in the  
8 entertainment industry. (UF 28 [Ex. 11 (J. Robson Depo.) 113:22-25].) She had hoped that  
9 Jackson would help them with Plaintiff's career, but she quickly learned that Jackson was far too  
10 busy. She had to do most of the work herself to get Plaintiff's career off the ground. (UF 29 [Ex.  
11 11 (J. Robson Depo.) 115:3-117:20, 122:24-123:2].) Mrs. Robson asked Jackson to sponsor their  
12 immigration to the United States. (UF 30 [Ex. 11 (J. Robson Depo.) 128:20-129:8].) By the time  
13 of her move here, Mrs. Robson was already good friends with Jackson. She testified that she  
14 would have remained friends with him regardless of whether he sponsored her immigration. (UF  
15 31 [Ex. 11 (J. Robson Depo.) 138:15-139:25].) She explained in November 2012 (after Plaintiff  
16 changed his story and told her that Jackson had molested him) that "[b]eing around Michael had  
17 never been about furthering your career for me after we arrived in the States." (UF 32 [Ex 11 (J.  
18 Robson Depo.) 302:14-304:2, 307:9-308:10; Ex. 15].)

19 Plaintiff was hired to appear in three different music videos for Jackson in the early 1990s  
20 after the move to the United States, and was paid a few hundred dollars for each video. (UF 60  
21 [Ex. 11 (J. Robson Depo.) 117:14-24, 121:11-18].) Plaintiff also released an album on the record  
22 label, "MJJ Music" (part of the Joint Venture between Sony Music and MJJ Ventures), as part of a  
23 rap group called "Quo" in 1994. (UF 61 [Ex. 21, FAC ¶ 31].) Those were the only times he may  
24 have worked with the Corporations as a minor.

25 Mrs. Robson was aware that Plaintiff (and his sister on a few occasions) slept in Jackson's  
26 room during the 1990s. (UF 33 [Ex. 11 (J. Robson Depo) 53:15-54:13, 56:20-57:8, 62:5-18].)  
27 When allegations were made in 1993 that Jackson had molested a minor as part of a lawsuit by the  
28 minor's parents, she believed Jackson was innocent. (UF 34 [Ex. 11 (J. Robson Depo) 170:8-

1 171:8].) Police twice came to her house to question her and Plaintiff. (UF 35 [Ex. 11 (J. Robson  
2 Depo.) 160:22-162:8, 164:4-21, 165:12-19].) Mrs. Robson was then called before a grand jury  
3 investigating the allegations. (UF 36 [Ex. 11 (J. Robson Depo.) 31:11-32:12, 263:15-264:11].)  
4 Mrs. Robson was also separately deposed in a civil suit about the same allegations. (UF 40 [Ex. 11  
5 (J. Robson Depo.) 30:6-31:8].) During these examinations, Mrs. Robson was asked detailed  
6 questions (discussed in § III.B below) where the questioners assumed that Plaintiff had been  
7 abused by Jackson. (UF 37-39, 41.) Despite all of this, Mrs. Robson continued to believe in  
8 Jackson’s innocence and repeatedly rejected the prosecutors’ and civil attorneys’ suggestions that  
9 Jackson had abused Plaintiff. (UF 34, 37-39, 41.) Even after these allegations, she continued to let  
10 Jackson and Plaintiff spend time alone together. (UF 42 [Ex. 23 (W. Robson Depo.) 237:1-8].)

11 Mrs. Robson explained at deposition in this case that she never had apprehensions about  
12 Jackson because “you just automatically trusted him. He was just one of those people I -- I just felt  
13 -- I felt like there was never anything that gave me concern at the time.” (UF 33 [Ex. 11 (J.  
14 Robson Depo) 53:15-54:13, 56:20-57:8, 62:5-18].) Mrs. Robson *never once* mentioned the  
15 Corporations when explaining why she trusted Jackson to spend time alone with Plaintiff. (*Ibid.*)  
16 Indeed, when asked at deposition in this case about the Corporations, she knew almost nothing  
17 about them. All she could explain was that they were Jackson’s companies and that “some of the  
18 things that Michael did went through [MJJ] Ventures, and some went through [MJJ] Productions.  
19 I’m not sure how they separated that.” (UF 43 [Ex. 11 (J. Robson Depo.) 133:12-134:9].)

20 Until mid-2012, Plaintiff always told Mrs. Robson that he had never been molested by  
21 Jackson. His mother always believed him. In her words, Plaintiff “should have won an Oscar. He  
22 was very convincing.” (Ex. 11 (J. Robson Depo.) 160:11-21.)

### 23 **III. ARGUMENT**

#### 24 **A. Legal Standard**

25 The Court “shall” grant a motion for summary judgment when “the papers submitted show  
26 that there is no triable issue as to any material fact and that the moving party is entitled to  
27 judgment as a matter of law.” Code Civ. Proc. § 437c(c). The Court construes the evidence in a  
28 light most favorable to the non-moving party, but the “evidence remains subject to careful

1 scrutiny. [A court] can find a triable issue of material fact if, and only if, the evidence would allow  
2 a reasonable trier of fact to find the underlying fact in favor of the party opposing the motion in  
3 accordance with the applicable standard of proof.” *Falcon v. Long Beach Genetics, Inc.*, 224  
4 Cal.App.4th 1263, 1271 (2014) (internal citation and punctuation omitted). On all of the issues  
5 discussed herein, Plaintiff would have the burden of proof at trial. Accordingly, the Corporations  
6 need *not* “conclusively negate any” fact necessary to Plaintiff’s case. *Aguilar v. Atlantic Richfield*  
7 *Co.*, 25 Cal.4th 826, 853 (2001). Rather, they need only meet “an initial burden of production to  
8 make a *prima facie* showing of the nonexistence of any triable issue of material fact” with respect  
9 to such issues. *Ibid.* The burden then shifts to Plaintiff to come forward with sufficient evidence to  
10 permit a trier of fact to rule in his favor. *Ibid.*

11 **B. All Claims Fail as a Matter of Law Because Plaintiff Cannot Prove Causation**

12 As section 340.1 itself recognizes, in order for the Corporations to be liable here, Plaintiff  
13 must show that the Corporations were “a legal cause of the childhood sexual assault.” Code. Civ.  
14 Proc. § 340.1(a)(2), (a)(3). As with every tort, all of the causes of action also require Plaintiff to  
15 prove legal (or proximate) causation. “Proximate cause is legal cause, as distinguished from the  
16 laymen’s notion of actual cause, and is always, in the first instances, a question of law. Proximate  
17 cause is that cause which, in natural and continuous sequence, unbroken by any efficient  
18 intervening cause, produced the injury or damage complained of and without which such result  
19 would not have occurred” *State of California v. Superior Court*, 150 Cal.App.3d 848, 857 (1984)  
20 (internal citations and punctuation omitted). In order “to demonstrate actual or legal causation, the  
21 plaintiff must show that the defendant’s act or omission was a ‘substantial factor’ in bringing  
22 about the injury.” *Saelzler v. Advanced Group 400*, 25 Cal.4th 763, 778 (2001). “In other words,  
23 plaintiff must show some substantial link or nexus between [act or] omission and injury.” *Ibid.*

24 The Corporations here had nothing to do with the chain of events that led to the alleged  
25 abuse. They certainly were not a “substantial factor in bringing about the [alleged] injury.” *Ibid.*  
26 Plaintiff was exposed to Jackson not because of the Corporations but because Michael Jackson  
27 was an international superstar. Plaintiff had been fascinated by him ever since his mother showed  
28 him *The Making of Thriller* when he was two years old. (UF 13.) This had nothing to do with the

1 Corporations. Plaintiff then met Jackson when he was five years old, because his mother entered  
2 him into a dance contest sponsored by Target, Pepsi, and CBS Records. (UF 14-17.) This too had  
3 nothing to do with the Corporations. After that brief meeting, Mrs. Robson tried to stay in touch  
4 with Jackson but her letters to Jackson went unanswered. (UF 18.) That would have been the end  
5 of it all, *but for* Mrs. Robson's dogged efforts to get back in touch with Jackson over the next  
6 several years. When Plaintiff and his family visited California years later, Mrs. Robson again  
7 repeatedly tried to find Jackson. (UF 19-20.) This too had nothing to do with the Corporations  
8 other than the fact that Mrs. Robson first reached Jackson's personal assistant who worked for  
9 MJJ Productions. But what would Plaintiff have Jackson's personal assistant do? Hang up on her?

10 Although much is made by Plaintiff of the fact that Jackson sponsored his family's  
11 immigration to the United States through MJJ Ventures, Mrs. Robson asked Jackson to do that.  
12 (UF 30.) She was already good friends with him by then. She testified unequivocally that she  
13 would have remained friends with Jackson, whether or not he sponsored the family. (UF 31.)  
14 When the family left Australia, Mrs. Robson was clear that "[b]eing around Michael had never  
15 been about furthering [Wade's] career for me after we arrived in the States." (UF 32.) In any  
16 event, Plaintiff cannot contend that sponsoring his immigration was itself tortious. He and his  
17 family were entitled to the visas under federal law based on Plaintiff's unique talents. After all,  
18 according to Plaintiff, he is one of the most talented people in the world and would be an  
19 "international superstar" today were it not for the alleged abuse. (UF 4.) According to Plaintiff, as  
20 of 2013, "virtually no other individual to date in the entertainment industry ha[d] achieved success  
21 in so many diverse areas" as he had. (UF 5.) Immigration law is the *sole* domain of the federal  
22 government. *Cobos v. Mello-Dy Ranch*, 20 Cal.App.3d 947, 950-51 (1971). States cannot impose  
23 additional duties on actors within the visa system, creating liability for actors in full compliance  
24 with federal law (based on an actor's alleged, subjective intent no less). *Cf. id.* at 951-52 (state  
25 cannot provide damages remedy against employers in violation of federal immigration law).

26 More specifically, when one looks at the particular acts or omissions that Plaintiff says the  
27 Corporations should have taken (or not taken), the lack of causation is even more clear. Plaintiff  
28 apparently believes that the Corporations had a duty not to hire Jackson and/or to fire him at some

1 point when they supposedly learned of his criminal tendencies (hence, the causes of action for  
2 negligent hiring, retention and supervision). So, let us assume that Jackson was never “hired” by  
3 the Corporations. That would have changed nothing. Michael Jackson would have still been  
4 Michael Jackson, the world-famous recording artist and entertainer, if he had no association with  
5 the Corporations. Jackson’s career was not built on his association with these largely unknown  
6 loan-out companies—he was a star before either company existed. (UF 6, 8.) They existed solely  
7 because of his career. Alternatively, had the Corporations “fired” Jackson at some point, that too  
8 would have changed nothing. Michael Jackson would have still been Michael Jackson, the world-  
9 famous recording artist and entertainer if he were somehow fired by the Corporations. His talent  
10 would not have disappeared; demand for his talent would not have changed. He could still record  
11 songs, write music, produce videos, perform at concerts, etc. He would still be world-famous and  
12 paid as he was, by record royalties, publishing royalties, concert revenues, etc.

13 Contrast all of the above with the more typical case where church or school is held liable  
14 for negligent hiring, retention or supervision of an abusive priest or teacher. In those cases, the  
15 relationship between child, family and priest (or teacher) arises out of the position a priest has with  
16 a church (or teacher has with school). Firing the abusive priest or teacher (or not hiring him in the  
17 first place) would have stopped the abuse, as there would have been no exposure of the child to the  
18 abusive priest or teacher. Here, Robson’s exposure to Jackson was a result of Jackson’s personal  
19 fame and Mrs. Robson’s efforts to create a relationship with Jackson. (*E.g.*, UF 13-20.) Moreover,  
20 parents generally trust a priest or teacher to be alone with their children *because* church and school  
21 implicitly vouch for the priest and teacher as being competent to be alone with a child (as that is  
22 part of the job). That is not the case here. Mrs. Robson could not have testified more clearly that  
23 she trusted Jackson because of who he was *personally*. (UF 33.) That had *nothing* to do with the  
24 Corporations. She does not and cannot claim she trusted Jackson because she believed that the  
25 Corporations had somehow implicitly vouched that he was competent to be alone with her child.  
26 Indeed, she knew almost nothing about the Corporations other than the fact that “some of the  
27 things that Michael did went through Ventures, and some went through Productions.” (UF 43.)

28 Plaintiff also contends that certain employees of the Corporations were “mandatory

1 reporters” and, had they made “mandatory reports”—Plaintiff never says who, when and on what  
2 specific facts—the alleged abuse would not have happened. But this is directly contrary to the  
3 actual evidence in this case. If employees were mandatory reporters, that would mean that they  
4 had a duty to report whatever Plaintiff claims they should have reported to certain designated  
5 government agencies. Pen. Code § 11166(a) (“... a mandated reporter shall make a report to an  
6 agency specified in Section 11165.9 ...”). The law provides that reports “shall be confidential and  
7 may be disclosed only” to certain designated government agencies and individuals. *Id.*  
8 § 11167.5(a). Violating this confidentiality is itself a crime. *Ibid.* See also *Cuff v. Grossmont*  
9 *Union High Sch. Dist.*, 221 Cal.App.4th 582, 585-86, 594-95 (2013) (school liable for invasion of  
10 privacy where counselor shared mandatory report of alleged abuse of boys by their mother with  
11 the boys’ father). Whether to initiate a criminal investigation is a classic case of law enforcement  
12 and prosecutorial discretion that breaks the chain of causation. See, e.g., *State of California*, 150  
13 Cal.App.3d at 858-59 (after reported wrongdoing, agency’s failure to comply with *mandatory duty*  
14 to investigate real estate agent is not legal cause of investor losses: “several [discretionary]  
15 procedural steps lie between an initial investigation that discloses evidence of wrongdoing and any  
16 eventual imposition of effective sanctions against an offending real estate agent”).

17 But even if we set that aside and assume an investigation would be sparked by a mandatory  
18 report—again, Plaintiff never explains when the report was to be made, by whom, and what the  
19 contents of the report would be—and that would have alerted Mrs. Robson to such allegations, it  
20 still would not matter on the actual evidence in this case. Unlike a more typical “failure to warn”  
21 case where a court must hypothesize a “but-for” world and speculate on how someone would  
22 respond to a warning, there is no need for that here. There *was* an investigation by law  
23 enforcement into allegations that Jackson had abused children *including* that Jackson had abused  
24 Plaintiff himself. We do not need to guess about how Plaintiff’s mother would have reacted to the  
25 investigation. We *know* how she reacted. Despite police twice coming to her door to question her  
26 and Plaintiff about Plaintiff allegedly being abused, despite being dragged before a grand jury  
27 where prosecutors repeatedly claimed that her son was abused, and despite being deposed in a  
28 civil case by attorneys making these same claims, Mrs. Robson did *not* believe the allegations and

1 *continued* to let her son spend time alone with Jackson. (UF 34-42.) Thus, a warning by law  
2 enforcement or directly by the Corporations' employees would not have changed anything.

3 One need only look at the testimony of Mrs. Robson during these 1994 examinations to  
4 confirm this. During questioning by Santa Barbara District Attorney Tom Sneddon, Mrs. Robson  
5 confirmed that she believed Plaintiff *even though* she was "aware of the fact it was very common  
6 for children to lie to their parents when asked about something like that because of the relationship  
7 with the parent." (UF 37 [Ex. 11 (J. Robson Depo.) 267:8-268:14].) She told the grand jury that  
8 her faith in Jackson would not change if "there were witnesses who said they saw [her] son  
9 molested by Michael Jackson": those witnesses were "lying. I know my son and I know Michael,"  
10 she testified. (UF 38 [Ex. 11 (J. Robson Depo.) 268:15-269:15].) When asked by Sneddon if her  
11 faith in Jackson would change if Jackson had "photographs of your son naked," Mrs. Robson did  
12 not flinch. She responded that her opinion would not change because she knew there were no such  
13 photographs (she was right). (UF 39 [Ex. 11 (J. Robson Depo.) 270:16-271:5].) Separately, when  
14 asked at a deposition in early 1994 about allegations by a former maid at the Ranch, Blanca  
15 Francia, who claimed she saw Plaintiff and Jackson showering together (but never reported it for  
16 years even after she was fired, and only after she was also paid \$20,000 to say it by a tabloid),  
17 Mrs. Robson answered that she was aware of Francia's allegations and had discussed them with  
18 Plaintiff. She did not believe them. (UF 41 [Ex. 11 (J. Robson Depo.) 177:13-179:13].)<sup>4</sup>

19 In short, no rational jury could conclude that any allegedly tortious acts or omissions of the  
20 Corporations were the legal cause of the supposed abuse, and the Corporations are therefore  
21

22 \_\_\_\_\_  
23 <sup>4</sup> Although irrelevant to this motion, Francia's tabloid allegations did not withstand cursory  
24 scrutiny when she was placed under oath; at deposition, she admitted repeatedly that she had  
25 actually only seen and heard Jackson in the shower. (Ex. 24 (B. Francia Depo.) 262:24-270:24,  
26 271:12-273:5.) Notably, *every single "witness"* proffered by Plaintiff who even implies that  
27 Jackson did something wrong had *both* (a) been fired by Jackson or one of his companies before  
28 coming forward with allegations years later, *and* (b) was paid at least \$20,000 each (almost double  
in today's dollars) by media to say what they did (all by the show, *Hard Copy*, and some by others  
as well). (Ex. 24 (B. Francia Depo.) 276:14-24; Ex. 25 (Starks Depo.) 53:19-54:2; Ex. 26  
(Michaels Depo.) 140:5-141:20; Ex. 27 (Thomas Depo.) 73:9-19; Ex. 28 (Murdock Depo.)  
133:10-134:12. *See also* Ex. 25 (Starks Depo.) 58:14-22 (testifying that he believed *Hard Copy*  
wanted him to lie and make up stories).)



entitled to judgment as a matter of law on all causes of action. As set out below, even apart from causation, each cause of action also fails for other independent reasons as well.

**C. The Negligence Claims All Fail as a Matter of Law for Lack of Duty**

In order to prevail on his negligence claims (his second through fifth claims), Plaintiff must prove that the Corporations owed him a legal duty. “As a general rule, one owes no duty to control the conduct of another, nor to warn those endangered by such conduct.” *Conti v. Watchtower Bible & Trade Society of New York, Inc.*, 235 Cal.App.4th 1214, 1226 (2015). Public policy demands that “the responsibility for tortious acts ... lie with the individual who commits those acts;” and “absent facts which clearly give rise to a legal duty, that responsibility should not be shifted to a third party.” *Wise v. Superior Court*, 222 Cal.App.3d 1008, 1015-16 (1990). Plaintiff, thus, has the burden to come forward with admissible evidence to establish an exception to these general rules, i.e., that the Corporations owed him a specific legal duty arising out of a special relationship. “Absent a ‘special relationship,’ one cannot be held liable for mere nonfeasance, such as not protecting another from a criminal attack by a third party.” *Eric J. v. Betty M.*, 76 Cal.App.4th 715, 727 (1999).

The existence of a special relationship, alone, does not establish that a particular duty is owed, however. “Special relationships have defined boundaries;” they do not create limitless duties. *Regents of Univ. of California v. Superior Court*, 4 Cal.5th 607, 621 (2018). For example, although the “college-student relationship ... fits within the paradigm of a special relationship” (*id.* at 625), “universities are not charged with a broad duty to prevent violence against their students” (*id.* at 633). Rather, the duty arising from the special relationship between college and student is limited to activities “tied to the school’s curriculum” and does not extend to “student behavior over which the university has no significant degree of control.” *Id.* at 627.

“The key issue is control.” *K.G. v. S.B.*, 46 Cal.App.5th 625, 631 (2020). A duty will not arise from a special relationship unless the defendant actually had the *ability to control the tortfeasor’s conduct*. See, e.g., *id.* at 631; *Wise*, 222 Cal.App.3d at 1013 (same). “The absence of an ability to control is fatal to a claim of legal responsibility.” *Todd v. Dow*, 19 Cal.App.4th 253, 259 (1993). And “the defendant’s ability to control the person who caused the harm must be such

1 that ‘if exercised [it] would meaningfully reduce the risk of the harm that actually occurred.’”

2 *Barenborg v. Sigman Alpha Epsilon Fraternity*, 33 Cal.App.5th 70, 78 (2019).

3 Plaintiff’s negligence claims all fail as a matter of law because there is *no* special  
4 relationship on the undisputed facts here that could give rise to a legal duty for the Corporations to  
5 protect him from the alleged molestation. As the Court found on the prior summary judgment  
6 motion, the Corporations had no ability to control Jackson. During all relevant times, Jackson was  
7 the sole shareholder of the Corporations. *See* UF 7, 9; Corp. Code § 212(a). A corporation is  
8 controlled by its Board, Corp. Code § 300(a), and the Board is controlled by the shareholders.  
9 When there is one shareholder, he has complete control, including the authority to hire or remove  
10 officers and directors at any time for any reason. The Board is elected with “consent of all shares.”  
11 Corp. Code § 603(d). “Any or all of the directors may be removed without cause if the removal is  
12 approved by the outstanding shares.” *Id.* § 303(a). A corporation’s officers are also controlled by  
13 the sole shareholder, through his control of the Board. *Id.* § 312(b).

14 Under this law, and the undisputed facts, there was no way for the Corporations to  
15 supervise or exert control over Jackson, their sole shareholder. (UF 7, 9.) The Corporations  
16 therefore had no ability—and thus no duty—to protect Plaintiff from Jackson’s alleged criminal  
17 conduct as a matter of law and the negligence claims all fail. *See, e.g., K.G.*, 46 Cal.App.5th at  
18 822-24 (father who financially supported adult son did not have duty to control his conduct); *Wise*,  
19 222 Cal.App.3d at 1014 (wife had no duty or ability to prevent husband’s criminal conduct);  
20 *Megeff v. Doland*, 123 Cal.App.3d. 251, 261 (1981) (adult daughter lacked legal authority to  
21 control father’s actions and thus had no duty to prevent assault).

22 Moreover, even if some theoretical control existed, it would not “meaningfully reduce the  
23 risk of the harm that actually occurred.” *Barenborg*, 33 Cal.App.5th at 78. As explained above,  
24 Plaintiff does not, and cannot, present evidence to show that his and his family’s contacts and  
25 relationship with Jackson, and the supposed trust they placed in Jackson, arose out of Jackson’s  
26 position with the Corporations as, say, the relationship between child, family and priest arises out  
27 of the position a priest has with a church (or the relationship between child and teacher arises out  
28 of the position a teacher has with a school). Thus, a duty here would not meaningfully reduce the

1 risk of the harm that actually occurred.

2 “In the absence of a legal duty, no negligence claim can be stated against defendant.”  
3 *Melton v. Boustred*, 183 Cal. App. 4th 521, 541 (2010). Thus, all of the negligence claims fail.  
4 That said, these claims further fail for additional reasons discussed below.

5 **1. Plaintiff Cannot Prove His Claim for Negligence *Per Se*.**

6 Plaintiff’s general negligence claim attempts to assert a claim for negligence *per se* based  
7 on the premise that the Corporations were somehow “mandated reporters” who failed to report  
8 Jackson to the authorities under the Child Abuse and Neglect Reporting Act (CANRA), Penal  
9 Code §§ 11166 *et seq.* (FAC ¶¶ 96-98.) The “mandatory reporter” allegations fail because there is  
10 no evidence: (1) that would support a finding that the Corporations or any specific employees of  
11 the Corporations were “mandated reporters” or “child care custodians” under the statute; and  
12 (2) that anyone at the Corporations supervised Jackson. (UF 45, 49-50, 54, 63-64.) CANRA *does*  
13 *not* create a general duty to report suspected child abuse. Even in the context of child abuse, the  
14 “no duty to aid” rule still applies. *Eric J.*, 76 Cal.App.4th at 727-30. Penal Code section 11165.7  
15 simply defines a class of “Mandated Reporters” to include certain employees of various types of  
16 public and private organizations, such as teachers who regularly provide services to children. The  
17 Corporations’ employees do *not* fall within any of the categories of individuals who qualify as  
18 mandated reporters under the statute. The Corporations were not in the child care business and  
19 were not in *any* business requiring direct contact with, or supervision of, children. (UF 63-64.)

20 **2. The Negligent Supervision and Retention/Hiring Claims Fail**

21 The claims for negligent supervision and negligent retention/hiring likewise fail as a matter  
22 of law. The Corporations cannot be liable for negligently hiring, training, or supervising Jackson  
23 for the simple reason that they did not, and could not, hire, train, or supervise him at all. *Z.V. v.*  
24 *County of Riverside*, 238 Cal.App.4th 889, 902 (2015) (“To establish negligent supervision, a  
25 plaintiff must show that a person *in a supervisory position* over the actor had prior knowledge of  
26 the actor’s propensity to do the bad act.”) (emphasis added); *Jackson v. AEG Live, LLC*, 233  
27 Cal.App.4th 1156, 1188 (2015) (“the jury needed to answer the question of whether AEG hired  
28 Dr. Murray before it could determine if AEG negligently hired, retained, or supervised him”); *In*

1 *re Donahue Secs., Inc.*, 318 B.R. 667, 677 (Bankr. S.D. Ohio 2004) (corporation’s compliance  
2 officer could not be liable for negligent supervision of corporation’s sole shareholder because  
3 shareholder had “ultimate authority” over employees, including compliance officer); *cf. also Coit*  
4 *Drapery Cleaners v. Sequoia Ins. Co.*, 14 Cal.App.4th 1595, 1601-02 (1993) (“the trial court  
5 properly found that there was no way Coit, the corporate entity, could have disciplined or  
6 supervised its president, chairman of the board, and major shareholder.”).

7 The negligent supervision and negligent retention/hiring claims also fail because the  
8 alleged “contact” between Plaintiff and Jackson was not “generated by the employment  
9 relationship” between Jackson and the Corporations. *Mendoza v. City of Los Angeles*, 66  
10 Cal.App.4th 1333, 1339-40 (1998). Rather, as detailed above, Plaintiff’s and his family’s personal  
11 friendship with Jackson developed before any alleged involvement of the Corporations. (UF 13-  
12 23.) “An employer is not charged with guaranteeing the safety of anyone his employee might  
13 incidentally meet while on the job against *injuries inflicted independent of the performance of*  
14 *work-related functions.*” *Federico v. Superior Court*, 59 Cal.App.4th 1207, 1215 (1997) (emphasis  
15 added). Even if the Corporations could have declined to hire Jackson (or could have supervised or  
16 fired him), it would not have affected Jackson’s access to Plaintiff. The relationship arose out of  
17 Jackson’s personal celebrity, talent and fame. (UF 13-23.) *See also* § III.B above.

### 18 3. The Negligent Failure to Train, Warn, or Educate Claim Fails

19 Plaintiff’s claim for negligent failure to train, warn, or educate fares no better. Again, as a  
20 general rule, “there is no duty to control the conduct of another, *nor to warn those endangered by*  
21 *such conduct.*” *Conti*, 235 Cal.App.4th at 1226 (emphasis added). *See Eric J.*, 76 Cal.App.4th at  
22 719, 727-30 (family members of convicted pedophile had no duty to warn pedophile’s girlfriend  
23 or her minor son of possible harm when hosting them at their homes). The type of special  
24 relationship giving rise to a duty to train, warn, or educate regarding the risk of sexual abuse is  
25 generally reserved for schools, day care centers, or other youth organizations like the Boy Scouts  
26 who have an established and expected role in educating children. *See Juarez v. Boys Scouts of*  
27 *America, Inc.*, 81 Cal.App.4th 377, 410-11 (2000). Courts consistently find no duty to warn, train,  
28 or educate where this type of role is lacking, even where a special relationship is found.

1           In *Doe v. United States Youth Soccer Association* (“*Youth Soccer*”), 8 Cal.App.5th 1118  
2 (2017), for example, the Court of Appeal found a special relationship between defendants (youth  
3 soccer organizations) and plaintiff (a minor soccer player) because “parents entrusted their  
4 children to defendants with the expectation that they would be kept safe and protected from sexual  
5 predators while they participated in soccer activities” and defendants controlled who had custody  
6 and supervision of the children involved in their programs. *Id.* at 1130-31, 1135. Nevertheless, the  
7 Court *rejected* plaintiff’s claim that defendants had a *duty to warn, train, or educate* the children  
8 about the risk of childhood sexual abuse, explaining that as “sports organizations,” defendants  
9 were neither well suited, nor expected, to take on such a role. *Id.* at 1138-39.

10           Similarly, in *Conti*, a minor congregant of a congregation of Jehovah’s Witnesses was  
11 allegedly molested by an adult congregant when they were partnered for door-to-door field  
12 service. 235 Cal.App.4th at 1222. The Court found that church leadership exercised sufficient  
13 control over the field service to give rise to a duty to restrict and supervise the adult congregant’s  
14 participation. *Id.* at 1233-35. Nevertheless, as in *Youth Soccer*, the Court held that church  
15 leadership had no duty to warn members of the congregation (including plaintiff) of the dangers  
16 posed by the adult congregant *even though* they knew he had previously molested another child.  
17 *Id.* at 1227-1231. As the court explained, “it would place an intolerably great and uncertain burden  
18 on a church to require that it continuously monitor a member for inappropriate behavior, and  
19 attempt to gauge when that behavior justified a warning about possible harm to another member.”  
20 *Id.* at 1231. Moreover, “[t]elling individual parents that a member had molested a child would also  
21 conflict with the public policy of confidentiality for penitential communications.” *Ibid.*

22           Here, the Corporations were entities established by Jackson to conduct his affairs in the  
23 music industry. (UF 45, 50.) The Corporations, and their employees, were not engaged in the type  
24 of custodial and educational program that gives rise to a duty to train, warn, or educate Plaintiff  
25 regarding the risk of sexual abuse. (UF 45, 50, 63-64) If youth sports organizations, where  
26 children “develop their athletic skills and ... learn sportsmanship” are “not designed to educate  
27 children, their parents, and others regarding the risk of sexual abuse”—as the Court of Appeal held  
28 in *Youth Soccer*—corporations established to conduct a recording artist’s business affairs are

1 clearly not designed or expected to do so either. *See* 8 Cal.App.5th at 1138.

2       Moreover, imposing a duty on the Corporations to warn of (or train others about) the  
3 alleged danger posed by their owner and sole shareholder would be even more untenable than  
4 imposing a duty on church leaders to warn of the prior misconduct of one of its congregants. Since  
5 Jackson controlled the Corporations, Plaintiff’s proffered duty would require *Jackson himself* to  
6 personally disclose—and *direct those working for him to disclose*—his *alleged* (and non-existent)  
7 criminal deviancy. Imposing such a duty would raise policy concerns of the highest order, far  
8 more fundamental than the “confidentiality for penitential communications” in *Conti*.

9       First, imposing a duty on Jackson himself to self-report criminal conduct would violate the  
10 Fifth Amendment’s protection against self-incrimination. *Kassey S. v. City of Turlock*, 212  
11 Cal.App.4th 1276, 1280 (2013) (imposing duty to self-report would violate Fifth Amendment).

12       Second, imposing a duty on those working for Jackson to warn others about him, or “train”  
13 potential victims to avoid him, would raise the same concerns (as, according to Plaintiff’s  
14 complaint, the employees were themselves criminal procurers, FAC ¶¶ 5, 12), and be horrible  
15 public policy to boot. Under Plaintiff’s proposed rule, if an employee *reasonably suspects* that her  
16 boss is a criminal, the employee has a duty to warn foreseeable victims of that criminality and  
17 train them to avoid the boss. Otherwise, the *employee is herself* civilly liable for damages caused  
18 by the criminal conduct (i.e., the employee must be *directly* liable for the corporation to be  
19 *vicariously* liable). Obviously, one may *reasonably suspect* criminality but still be wrong. Such a  
20 duty would therefore lead to persons being wrongly branded as criminals by their employees and  
21 the employee making the accusation would potentially be liable for a defamation claim. This is a  
22 classic Catch-22: an employee who fails to warn is potentially liable for negligent failure to warn  
23 and an employee who does warn is potentially liable for defamation. The proffered duty would  
24 also do *nothing* to stop harm: any person who *is not* a criminal would fire an employee who  
25 warned others of their non-existent criminality; and any person who *is* a criminal would do the  
26 same. Essentially, the duty that Plaintiff would impose is that an employee must get herself fired *if*  
27 a factfinder could *later* find that she *should have known* her boss was a criminal. If such an  
28 extraordinary duty were to be imposed on all employees in California, it should be done

1 legislatively after careful study—as in CANRA where immunities are created for certain, specific  
2 reports—and not as a matter of judicial fiat through an unprecedented extension of negligence law.

3 **D. The Intentional Infliction of Emotional Distress Claim Fails**

4 Plaintiff cannot prove “extreme and outrageous conduct” by the Corporations as required  
5 to state a claim for intentional infliction of emotional distress (“IIED”). *See Davidson v. City of*  
6 *Westminster*, 32 Cal.3d 197, 209 (1982). As an initial matter, to the extent that Plaintiff is arguing  
7 that the outrageous conduct is the molestation itself, that argument fails because such conduct falls  
8 outside of the scope of employment, and *respondeat superior* does not apply. *Delfino v. Agilent*  
9 *Techs., Inc.*, 145 Cal.App.4th 790, 815 (2006) (corporation not vicariously liable for IIED caused  
10 by employee’s use of work computer to send cyberthreats). Relatedly, to the extent Plaintiff argues  
11 that the “outrageous conduct” is that the Corporations’ employees were acting with the purpose  
12 that Plaintiff be abused, that makes them criminal child procurers or aiders and abettors of child  
13 sexual abuse. Such claims fail as a matter of law as they are claims for *direct perpetrator liability*  
14 under CCP § 340.1(a)(1). The Corporations are “entities” and not “persons”; and, thus, they are  
15 not subject to § 340.1(a)(1). *Boy Scouts v. Superior Court*, 206 Cal.App.4th 428, 445 (2012)  
16 (claim for *intentional infliction of emotional distress* against Boy Scouts “as aiders and abettors or  
17 as child procurers” is not viable against corporations; that is a claim for direct perpetrator liability  
18 under § 340.1(a)(1) and corporations are not subject to that subdivision); *Aaronoff v. Martinez*  
19 *Seftner*, 136 Cal.App.4th 910, 920-21 (2006) (it would be “nonsensical” to apply §§ 340.1(a)(2)  
20 and (a)(3) to conduct covered by direct perpetrators under § 340.1(a)(1)). In any event, even  
21 setting the above aside, there is no evidence that Plaintiff *was* “procured” by the Corporations. The  
22 evidence is directly to the contrary. (UF 13-23.)

23 Robson alleges that a “reasonable person would not expect or tolerate”: the Corporations  
24 (1) “putting [Jackson] in positions of authority at MJJ Productions, [and] MJJ Ventures”; and (2)  
25 “to be incapable of supervising and preventing employees of [the Corporations], including  
26 Jackson, from committing wrongful sexual acts with minor children in their charge.” (FAC ¶¶ 88-  
27 89.) There is no evidence to support these allegations and they fail as a matter of law in any event.

28 First, it is undisputed that the Corporations did *not* put Jackson in positions of authority.

Jackson created the Corporations to manage his business affairs and always had complete control over them by virtue of being their sole shareholder (UF 7, 9, 45, 49, 50, 54). Corp. Code §§ 300(a), 303(a), 312(b), 603(d). There is nothing “extreme or outrageous” about a person holding a position of authority in entities he establishes to conduct his own business affairs. Plaintiff’s suggestion that Jackson should not have held a position of authority in the Corporations is nonsense: without Jackson, there would be no Corporations. Second, Plaintiff has no evidence that a “reasonable person would not expect or tolerate Defendants to be incapable of supervising and preventing employees of Defendants, including Michael Jackson, from committing wrongful sexual acts.” (FAC ¶ 89.) Indeed, neither Plaintiff nor his mother believed that or relied upon it. (UF 43, 56-59.) More generally, the fact that corporations are incapable of policing the personal conduct of their sole shareholder is not unexpected, and is not “extreme and outrageous.” It is a *legal truth* stemming directly from the rules governing corporate entities.

**E. The Breach of Fiduciary Duty Claim Fails**

“Before a person can be charged with a fiduciary obligation, he must either knowingly undertake to act on behalf and for the benefit of another, or must enter into a relationship which imposes that undertaking as a matter of law.” *City of Hope Nat. Med. Ctr. v. Genentech, Inc.*, 43 Cal.4th 375, 386 (2008) (brackets and internal quotation marks omitted). Here, there is simply no evidence whatsoever that the Corporations “knowingly undert[ook] to act on behalf and for the benefit of [Plaintiff], or” that the Corporations “enter[ed] in a relationship which imposes that undertaking as a matter of law.” *Ibid.* The *sole* potential relationships Plaintiff had with the Corporations was that he appeared in three music videos for Jackson and was part of a rap group that released an album on a record label created by MJJ Ventures (as part of its joint venture with Sony). (UF 60-61.) These kinds of *arms-length* relationships between performer, on the one hand, and studio or record company, on the other, are not fiduciary in nature. *Wolf v. Superior Court*, 107 Cal.App.4th 25, 30-35 (2003). There is no evidence (or *factual* allegations in the complaint) that Plaintiff was ever “placed under the care and supervision” of either Corporation. (FAC ¶ 136.) It is undisputed that the Corporations were not in the childcare business at all. (UF 63-64.) This claim thus fails as a matter of law on the undisputed facts and on the allegations of the complaint.




1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

DATED: December 7, 2020

Respectfully Submitted:

KINSELLA WEITZMAN ISER KUMP LLP

By:   
Jonathan P. Steinsapir  
Attorneys for Defendants  
MJJ Productions, Inc. and MJJ Ventures, Inc.

10386-00254/712071

**PROOF OF SERVICE**

**STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

At the time of service, I was over 18 years of age and **not a party to this action**. I am employed in the County of Los Angeles, State of California. My business address is 808 Wilshire Boulevard, 3rd Floor, Santa Monica, CA 90401.

On December 7, 2020, I served true copies of the following document(s) described as **DEFENDANTS' NOTICE OF MOTION AND MOTION FOR SUMMARY JUDGMENT OR, IN THE ALTERNATIVE, SUMMARY ADJUDICATION OF ISSUES; AND MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT** on the interested parties in this action as follows:

John C. Manley  
Vince W. Finaldi  
Alex E. Cunny  
**Manly, Stewart & Finaldi**  
19100 Von Karman Ave., Suite 800  
Irvine, CA 92612

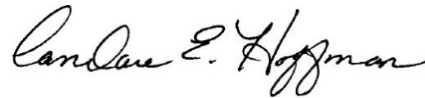
*Attorneys for Plaintiff Wade Robson*

Phone: 949-252-9990  
Fax: 949-252-9991  
Email: [vfinaldi@manlystewart.com](mailto:vfinaldi@manlystewart.com)  
[jmanly@manlystewart.com](mailto:jmanly@manlystewart.com)  
[acunny@manleystewart.com](mailto:acunny@manleystewart.com)  
[kfrederiksen@manlystewart.com](mailto:kfrederiksen@manlystewart.com)

☒ **BY E-MAIL OR ELECTRONIC TRANSMISSION:** I caused a copy of the document(s) to be sent from e-mail address choffman@kwikalaw.com to the persons at the e-mail addresses listed above. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

☒ **BY OVERNIGHT DELIVERY:** I caused said document(s) to be enclosed in an envelope or package provided by the overnight service carrier and addressed to the persons at the addresses listed above or on the attached Service List. I caused the envelope or package to be placed for collection and overnight delivery at an office or a regularly utilized drop box of the overnight service carrier or delivered such document(s) to a courier or driver authorized by the overnight service carrier to receive documents.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on December 7, 2020, at Los Angeles, California.



Candace E. Hoffman



## Make a Reservation

### WADE ROBSON VS DOE 1 ET AL

Case Number: BC508502 Case Type: Civil Unlimited Category: Other Personal Injury/Property  
Damage/Wrongful Death  
Date Filed: 2013-05-10 Location: Santa Monica Courthouse - Department M

### Reservation

Case Name: WADE ROBSON VS DOE 1 ET AL	Case Number: BC508502
Type: Motion for Summary Judgment	Status: RESERVED
Filing Party: MJJ Productions, Inc. (Defendant)	Location: Santa Monica Courthouse - Department M
Date/Time: 05/04/2021 8:30 AM	Number of Motions: 1
Reservation ID: 131078496710	Confirmation Code: CR-9NNWZWN9ZZRYHYF7F

### Fees

Description	Fee	Qty	Amount
Motion for Summary Judgment	500.00	1	500.00
Credit Card Percentage Fee (2.75%)	13.75	1	13.75
TOTAL			\$513.75

### Payment

Amount: \$513.75	Type: AmericanExpress
Account Number: XXXX2027	Authorization: 228047

[Print Receipt](#)[+ Reserve Another Hearing](#)

KINSELLA WEITZMAN ISER KUMP LLP  
808 WILSHIRE BOULEVARD, 3<sup>RD</sup> FLOOR  
SANTA MONICA, CALIFORNIA 90401  
TEL 310.566.9800 • FAX 310.566.9850

1 KINSELLA WEITZMAN ISER KUMP LLP  
Howard Weitzman (SBN 38723)  
2 hweitzman@kwikalaw.com  
Jonathan P. Steinsapir (SBN 226281)  
3 jsteinsapir@kwikalaw.com  
Suann MacIsaac (SBN 205659)  
4 smacisaac@kwikalaw.com  
Aaron Liskin (SBN 264268)  
5 aliskin@kwikalaw.com  
Katherine T. Kleindienst (SBN 274423)  
6 kkleindienst@kwikalaw.com  
808 Wilshire Boulevard, Third Floor  
7 Santa Monica, California 90401  
Telephone: 310.566.9800  
8 Facsimile: 310.566.9850  
9 Attorneys for the Defendants  
MJJ Productions, Inc. and MJJ Ventures, Inc.

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

13 WADE ROBSON, an individual,  
14 Plaintiff,

15 vs.

17 DOE 1, an individual; MJJ PRODUCTIONS,  
INC., a California corporation; MJJ  
18 VENTURES, INC., a California corporation;  
and DOES 4-50, inclusive,  
19 Defendants.

Case No. BC 508502  
Assigned to the Hon. Mark A. Young,  
Department M (Santa Monica Courthouse)

**SEPARATE STATEMENT OF  
UNDISPUTED MATERIAL FACTS IN  
SUPPORT OF DEFENDANTS MJJ  
PRODUCTIONS' AND MJJ VENTURES'  
MOTION FOR SUMMARY JUDGMENT  
OR, IN THE ALTERNATIVE, SUMMARY  
ADJUDICATION OF ISSUES**

**RESERVATION ID: 131078496710<sup>1</sup>**

Notice of Motion and Motion with  
Memorandum of Points and Authorities; and  
Compendium of Declarations and Evidence in  
Support of Motion filed concurrently herewith.

Date: February 24, 2021  
Time: 8:30 a.m.  
Dept: M  
Action Filed: May 10, 2013  
Trial Date: June 14, 2021

26  
27 <sup>1</sup> The reservation was originally for May 4, 2021, but the hearing was advanced to  
February 24, 2021 by order of the Court dated December 4, 2020.

**SEPARATE STATEMENT OF UNDISPUTED MATERIAL FACTS**

Pursuant to Code of Civil Procedure § 437c(b)(1) and California Rule of Court 3.1350, Defendants MJJ Productions, Inc., and MJJ Ventures, Inc. (“Moving Parties” or “Defendants” or the “Corporations”) hereby submit the following Separate Statement of Undisputed Facts in support of their motion for summary judgment or, in the alternative, summary adjudication against Plaintiff Wade Robson. The material facts contained herein are admitted only for the purposes of deciding this motion, and not for any other purpose in this litigation.

**ISSUE NO. 1:** All Causes of Action fail as a matter of law, because there is no triable issue as to any material fact sufficient to permit a rational trier of fact to conclude that Defendants’ allegedly tortious acts or omissions were “a legal cause of the [alleged] childhood sexual assault,” Code Civ. Proc. §§ 340.1(a)(2) & 340.1(a)(3), in order for the causes of action to come within the scope of subdivisions (a)(2) and (a)(3) of Code of Civil Procedure section 340.1 (and the causes of action are therefore untimely); and/or as required by the elements of the substantive causes of action themselves (all of which require legal causation, i.e., proximate causation).

Moving Parties’ Undisputed Material Facts and Supporting Evidence	Opposing Party’s Response and Supporting Evidence
1. Michael Jackson passed away on June 25, 2009.  <b><u>Evidence:</u></b> Branca Decl. ¶ 2; Fourth Amended Complaint (“FAC”) ¶ 2.	1.

Moving Parties' Undisputed Material Facts and Supporting Evidence	Opposing Party's Response and Supporting Evidence
<p>2. Wade Robson filed this civil action against MJJ Productions and MJJ Ventures (as "Doe 2" and "Doe 3") on or around May 10, 2013.</p> <p><b><u>Evidence:</u></b> Steinsapir Decl. ¶ 2; Ex 29<sup>†</sup> (Original Complaint).</p>	<p>2.</p>
<p>3. Wade Robson was born in Australia on September 17, 1982.</p> <p><b><u>Evidence:</u></b> FAC ¶ 10.</p>	<p>3.</p>
<p>4. Wade Robson has alleged that but for his alleged sexual abuse by Michael Jackson as a minor, he would have "continued on his career path and become an international superstar."</p> <p><b><u>Evidence:</u></b> Ex. 29 (Original Complaint) ¶ 58.</p>	<p>4.</p>

---

<sup>†</sup> All exhibits are consecutively numbered and attached to the Compendium of Evidence in Support of this Motion. They are authenticated in the declarations in the Compendium. Exhibits 1 through 10 are authenticated in the Declaration of John Branca, and Exhibits 11 through 29 are authenticated in the Declaration of Jonathan Steinsapir.

Moving Parties' Undisputed Material Facts and Supporting Evidence	Opposing Party's Response and Supporting Evidence
<p>5. Wade Robson alleged in 2013 that “[v]irtually no other individual to date in the entertainment industry ha[d] achieved success in so many diverse areas” as he supposedly had.”</p> <p><b><u>Evidence:</u></b> Ex. 29 (Original Complaint) ¶ 57.</p>	<p>5.</p>
<p>6. MJJ Productions was incorporated as a California corporation in October 1979 under the name “Michael Jackson Productions, Inc.” and its name was changed to “MJJ Productions, Inc.” in 1982.</p> <p><b><u>Evidence:</u></b> Branca Decl. ¶¶ 9-10 and Exs. 1 through 4.</p>	<p>6.</p>
<p>7. Michael Jackson was MJJ Productions’ sole shareholder at all times until his death on June 25, 2009.</p> <p><b><u>Evidence:</u></b> Branca Decl. ¶ 10. <i>See also</i> FAC ¶ 3; Certificate of Merit in Support of Complaint Against Doe 2 (May 10, 2013) ¶ 8 (in Court’s file)</p>	<p>7.</p>

Moving Parties' Undisputed Material Facts and Supporting Evidence	Opposing Party's Response and Supporting Evidence
<p>8. MJJ Ventures was incorporated as a California corporation in 1991.</p> <p><b><u>Evidence:</u></b> Branca Decl. ¶ 16, Exs. 6-9.</p>	<p>8.</p>
<p>9. Michael Jackson was MJJ Ventures' sole shareholder at all times until his death on June 25, 2009.</p> <p><b><u>Evidence:</u></b> Branca Decl. ¶ 17. <i>See also</i> FAC ¶ 3; Certificate of Merit in Support of Complaint Against Doe 3 (May 10, 2013) ¶ 8 (in Court's file)</p>	<p>9.</p>
<p>10. In 1987, Michael Jackson acquired a large ranch in Santa Barbara County. He named it the "Neverland Valley Ranch" (hereafter, the "Ranch"). Jackson held title to the Ranch in his own name from the time he acquired it until the mid- to late-2000s. At no time did either MJJ Productions, Inc., or MJJ Ventures, Inc., hold title to, or otherwise own any interest in, the Ranch.</p> <p><b><u>Evidence:</u></b> Branca Decl. ¶ 22.</p>	<p>10.</p>



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

Moving Parties' Undisputed Material Facts and Supporting Evidence	Opposing Party's Response and Supporting Evidence
<p>11. At various times in the late 1980s and through the 1990s, Michael Jackson owned apartments in Los Angeles, where he spent time while in Los Angeles. At no time did either of MJJ Productions, Inc., or MJJ Ventures, Inc. hold title to, or otherwise own any interest in, those apartments.</p> <p><u>Evidence</u>: Branca Decl. ¶ 23.</p>	<p>11.</p>

Moving Parties' Undisputed Material Facts and Supporting Evidence	Opposing Party's Response and Supporting Evidence
<p>12. No one employed by or connected with MJJ Productions, Inc., or MJJ Ventures, Inc., had any right or authority whatsoever to tell Michael Jackson: (a) when Michael could come and go to and from the Ranch or his apartments and with whom; (b) who could and could not visit Michael at the Ranch or his apartments; or (c) to create any sort of “procedures” for when and how Michael could arrive and leave the Ranch or his apartments, and who could and could not visit him at the Ranch or his apartments.</p> <p><b><u>Evidence:</u></b> Branca Decl. ¶ 24. <i>See also</i> Steinsapir Decl., Ex. 13 (Hearne Depo.) 167:22-169:17, Ex. 14 (Goforth Depo.) 172:19-173:11, 177:10-23.</p>	<p>12.</p>

Moving Parties' Undisputed Material Facts and Supporting Evidence	Opposing Party's Response and Supporting Evidence
<p>13. When he was two years old, Wade Robson's mother showed him <i>Michael Jackson's The Making of Thriller</i>. Wade Robson "was instantly fascinated with the music video and watched it every day. He quickly began to emulate Michael Jackson's dance moves. Over the next few years, his fascination with Michael Jackson and dancing and emulating him grew into an obsession. Michael Jackson became like an entertainment 'God' to Plaintiff."</p> <p><b><u>Evidence:</u></b> FAC ¶ 10.</p>	<p>13.</p>
<p>14. In 1987, Joy Robson entered a five-year-old Wade into a dance contest in Australia sponsored by Target, Pepsi, and CBS Records. Wade won the contest.</p> <p><b><u>Evidence:</u></b> Steinsapir Decl., Ex. 11 (J. Robson Depo.) 33:19-34:18.</p>	<p>14.</p>

Moving Parties' Undisputed Material Facts and Supporting Evidence	Opposing Party's Response and Supporting Evidence
<p>15. The prize for winning the dance contest was that Wade Robson, his mother, and another winner got to meet and speak "very briefly" with Jackson before one of his concerts in Australia.</p> <p><b><u>Evidence:</u></b> Steinsapir Decl., Ex. 11 (J. Robson Depo.) 38:7-10.</p>	<p>15.</p>
<p>16. Wade Robson danced on stage with Jackson at the following night's concert.</p> <p><b><u>Evidence:</u></b> Steinsapir Decl., Ex. 11 (J. Robson Depo.) 33:19-34:6, 35:10-36:23.</p>	<p>16.</p>
<p>17. The next night, Robson and his mother brought a thank you note to Jackson's hotel room and visited with him there for about an hour and a half.</p> <p><b><u>Evidence:</u></b> Steinsapir Decl., Ex. 11 (J. Robson Depo) 38:11-22.</p>	<p>17.</p>

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

Moving Parties' Undisputed Material Facts and Supporting Evidence	Opposing Party's Response and Supporting Evidence
<p>18. After that, Joy Robson sent Jackson letters and videos of Wade, but never heard back from Jackson until Joy reached out to him when she was in the United States in early 1990.</p> <p><b><u>Evidence:</u></b> Steinsapir Decl., Ex. 11 (J. Robson Depo) 40:8-41:16.</p>	<p>18.</p>
<p>19. In January 1990, the Robson family visited the United States where Wade and his older sister, Chantal, were both performing at Disneyland with the Johnny Young Talent School.</p> <p><b><u>Evidence:</u></b> Steinsapir Decl., Ex. 11 (J. Robson Depo) 41:20-42:4, 43:14-20.</p>	<p>19.</p>

Moving Parties' Undisputed Material Facts and Supporting Evidence	Opposing Party's Response and Supporting Evidence
<p>20. Before leaving Australia for the 1990 trip to the United States, Joy Robson tried to obtain contact information for Michael Jackson but was unsuccessful. After the family arrived in the United States, Joy eventually got in touch with Norma Staikos, Jackson's personal assistant at MJJ Productions.</p> <p><b><u>Evidence:</u></b> Steinsapir Decl., Ex. 11 (J. Robson Depo) 42:5-43:13.</p>	<p>20.</p>
<p>21. Through Staikos, Jackson invited the Robson family to visit him at Record One studios in Sherman Oaks where the Robsons showed Jackson photographs and videos of young Wade Robson performing.</p> <p><b><u>Evidence:</u></b> Steinsapir Decl., Ex. 11 (J. Robson Depo) 44:10-16, 45:25-46:18.</p>	<p>21.</p>
<p>22. Jackson then invited the Robson family to the Ranch for the weekend.</p> <p><b><u>Evidence:</u></b> Steinsapir Decl., Ex. 11 (J. Robson Depo) 46:13-15, 48:5-16.</p>	<p>22.</p>

Moving Parties' Undisputed Material Facts and Supporting Evidence	Opposing Party's Response and Supporting Evidence
<p>23. At some point on that trip to the Ranch, Wade Robson <i>alleges</i> that he was first molested by Jackson.</p> <p><b><u>Evidence:</u></b> FAC ¶ 15.</p>	<p>23.</p>
<p>24. In May 1990, Joy and Wade Robson returned to the United States to participate in a photo shoot with Michael Jackson for L.A. Gear.</p> <p><b><u>Evidence:</u></b> Steinsapir Decl., Ex. 11 (J. Robson Depo.) 57:15-23.</p>	<p>24.</p>
<p>25. The May 1990 trip and photo shoot for L.A. Gear were paid for by L.A. Gear.</p> <p><b><u>Evidence:</u></b> Steinsapir Decl., Ex. 11 (J. Robson Depo.) 57:24-59:12.</p>	<p>25.</p>
<p>26. Joy and Wade Robson travelled to the United States to visit Jackson on another occasion in February 1991.</p> <p><b><u>Evidence:</u></b> Steinsapir Decl., Ex. 11 (J. Robson Depo.) 103:17-104:1.</p>	<p>26.</p>

Moving Parties' Undisputed Material Facts and Supporting Evidence	Opposing Party's Response and Supporting Evidence
<p>27. In September 1991, Joy Robson moved to the United States, with Wade and his sister Chantal.</p> <p><b><u>Evidence:</u></b> Steinsapir Decl., Ex. 11 (J. Robson Depo.) 113:11-21.</p>	<p>27.</p>
<p>28. Joy Robson decided to move to the United States to pursue Wade's career in the entertainment industry.</p> <p><b><u>Evidence:</u></b> Steinsapir Decl., Ex. 11 (J. Robson Depo.) 113:22-25.</p>	<p>28.</p>
<p>29. Joy Robson had hoped that Jackson would be able to help with Wade's career, but she learned that Jackson was far too busy to help them, and she had to do most of the work to get Wade's career off the ground.</p> <p><b><u>Evidence:</u></b> Steinsapir Decl., Ex. 11 (J. Robson Depo.) 115:3-117:20, 122:24-123:2.</p>	<p>29.</p>
<p>30. Joy Robson asked Jackson to sponsor their immigration to the United States.</p> <p><b><u>Evidence:</u></b> Steinsapir Decl., Ex. 11 (J. Robson Depo.) 128:20-129:8.</p>	<p>30.</p>



Moving Parties' Undisputed Material Facts and Supporting Evidence	Opposing Party's Response and Supporting Evidence
<p>31. By the time of her move to the United States, Joy Robson was already good friends with Michael Jackson. She would have remained friends with him regardless of whether he had sponsored her family's immigration to the United States or not.</p> <p><b><u>Evidence:</u></b> Steinsapir Decl., Ex. 11 (J. Robson Depo.) 138:15-139:25.</p>	<p>31.</p>
<p>32. In November 2012, after Wade told her that he had been molested by Jackson, Joy Robson explained that "[b]eing around Michael had never been about furthering [Wade's] career for me after we arrived in the States."</p> <p><b><u>Evidence:</u></b> Steinsapir Decl., Ex. 11 (J. Robson Depo.) 302:14-304:2, 307:9-308:10 and Ex. 15 (Depo Ex. 549).</p>	<p>32.</p>

Moving Parties' Undisputed Material Facts and Supporting Evidence	Opposing Party's Response and Supporting Evidence
<p>33. Joy Robson was aware that Wade Robson slept in Jackson's room and bed on occasions, but she never had apprehensions about Wade sleeping in the same room as Michael because she "just automatically trusted him [Michael]. He was just one of those people I -- I just felt -- I felt like there was never anything that gave me concern at the time."</p> <p><b><u>Evidence:</u></b> Steinsapir Decl., Ex. 11 (J. Robson Depo) 53:15-54:13, 56:20-57:8, 62:5-18.</p>	<p>33.</p>
<p>34. When allegations were made in 1993 that Michael Jackson had molested a boy, Joy Robson believed that Jackson was innocent.</p> <p><b><u>Evidence:</u></b> Steinsapir Decl., Ex. 11 (J. Robson Depo) 170:8-171:8.</p>	<p>34.</p>

Moving Parties' Undisputed Material Facts and Supporting Evidence	Opposing Party's Response and Supporting Evidence
<p>35. When allegations were made in 1993 that Jackson had molested a minor, police twice came to Joy Robson's house to question her and Plaintiff.</p> <p><b><u>Evidence:</u></b> Steinsapir Decl., Ex. 11 (J. Robson Depo) 160:22-162:8, 165:12-19.</p>	<p>35.</p>
<p>36. Joy Robson was called before a grand jury in 1994 investigating the allegations against Jackson.</p> <p><b><u>Evidence:</u></b> Steinsapir Decl., Ex. 11 (J. Robson Depo) 31:11-32:12, 263:15-264:11, Ex. 22.</p>	<p>36.</p>
<p>37. During questioning by Santa Barbara District Attorney Tom Sneddon before a grand jury, Joy Robson confirmed that she believed Plaintiff even though she was "aware of the fact it was very common for children to lie to their parents when asked about something like that because of the relationship with the parent."</p> <p><b><u>Evidence:</u></b> Steinsapir Decl., Ex. 11 (J. Robson Depo) 267:8-268:14.</p>	<p>37.</p>

Moving Parties' Undisputed Material Facts and Supporting Evidence	Opposing Party's Response and Supporting Evidence
<p>38. Joy Robson further confirmed to Sneddon before the grand jury that her faith in Jackson would not change if “there were witnesses who said they saw [her] son molested by Michael Jackson.” She knew that such witnesses were “lying. I know my son and I know Michael,” she told Sneddon.</p> <p><b><u>Evidence:</u></b> Steinsapir Decl., Ex. 11 (J. Robson Depo) 267:8-268:14.</p>	<p>38.</p>
<p>39. When asked by Sneddon before the grand jury if her faith in Jackson would change if Jackson had “photographs of your son naked,” Joy Robson responded that her opinion would not change because she knew there were no such photographs.</p> <p><b><u>Evidence:</u></b> <u>Steinsapir</u> Decl., Ex. 11 (J. Robson Depo) 270:16-271:5.</p>	<p>39.</p>

Moving Parties' Undisputed Material Facts and Supporting Evidence	Opposing Party's Response and Supporting Evidence
<p>40. Joy Robson also separately deposed in 1994 in a civil suit about the same allegations.</p> <p><b><u>Evidence:</u></b> Steinsapir Decl., Ex. 11 (J. Robson Depo) 30:13-25.</p>	<p>40.</p>
<p>41. When asked at a civil deposition in 1994 about allegations by a former maid at the Ranch, Blanca Francia, that she saw Plaintiff and Jackson showering together, Mrs. Robson answered that she was aware of the allegations and had discussed them with Plaintiff, but she did not believe them.</p> <p><b><u>Evidence:</u></b> Steinsapir Decl., Ex. 11 (J. Robson Depo) 177:13-179:13.</p>	<p>41.</p>

Moving Parties' Undisputed Material Facts and Supporting Evidence	Opposing Party's Response and Supporting Evidence
<p>42. Joy Robson continued to let Jackson and Plaintiff spend time alone together, and continued to let Plaintiff sleep in Jackson's bed, after she learned about the allegations that Jackson had molested a minor.</p> <p><b><u>Evidence:</u></b> Steinsapir Decl., Ex. 23 (W. Robson Depo) 237:1-8.</p>	<p>42.</p>
<p>43. Joy Robson understood that MJJ Productions and MJJ Ventures were Michael Jackson's companies, and that "some of the things that Michael did went through Ventures, and some went through Productions. I'm not sure how they separated that."</p> <p><b><u>Evidence:</u></b> Steinsapir Decl., Ex. 11 (J. Robson Depo) 133:12-134:9.</p>	<p>43.</p>

**ISSUE NO. 2:** The Second through Fifth Causes of Action, all of which are based in negligence, fail as a matter of law because there is no triable issue as to any material fact sufficient to permit a rational trier of fact to conclude that Defendants had duties of care towards Plaintiff as alleged in the Complaint. Defendants are therefore entitled to judgment as a matter of law on the Second through Fifth Causes of Action in the Complaint.

Moving Parties' Undisputed Material Facts and Supporting Evidence	Opposing Party's Response and Supporting Evidence
<p>44. The Corporations incorporate by reference Undisputed Facts 6-33 and 43, above.</p>	<p>44.</p>
<p>45. Michael Jackson utilized MJJ Productions as the corporation that furnished his services as a recording artist. It entered into recording contracts for Jackson's services as a recording artist, and it held the copyrights in the sound recordings on Jackson's solo albums released when he was an adult</p> <p><b><u>Evidence:</u></b> Branca Decl. ¶ 14.</p>	<p>45.</p>
<p>46. During all times relevant to this case until June 1, 1994, Michael Jackson was the sole director of MJJ Productions.</p> <p><b><u>Evidence:</u></b> Branca Decl. ¶ 12 and Ex. 3.</p>	<p>46.</p>

Moving Parties' Undisputed Material Facts and Supporting Evidence	Opposing Party's Response and Supporting Evidence
<p>47. On June 1, 1994, Michael Jackson amended the Bylaws of MJJ Productions, Inc., to authorize the number of directors to be increased from one to four. He appointed himself, John Branca, Sandy Gallin (Michael Jackson's talent manager), and Marshall Gelfand (Michael Jackson's business manager) as directors with him. They remained directors through at least the end of 1997.</p> <p><b><u>Evidence:</u></b> Branca Decl. ¶ 12 and Ex. 5.</p>	<p>47.</p>
<p>48. The directors of MJJ Productions, Inc., served at the pleasure of Michael Jackson, the sole shareholder.</p> <p><b><u>Evidence:</u></b> Branca Decl. ¶ 12; Cal. Corp. Code §§ 303(a), 603(a), (d).</p>	<p>48.</p>



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

Moving Parties' Undisputed Material Facts and Supporting Evidence	Opposing Party's Response and Supporting Evidence
<p>49. No employee, officer or director of MJJ Productions, Inc. (other than Michael Jackson himself) had any right or ability to control Michael Jackson's businesses, personal conduct, or conduct with respect to the Corporations.</p> <p><b><u>Evidence:</u></b> Branca Decl. ¶¶ 12-13; Steinsapir Decl., Ex. 12 (Levine Depo.) 227:21-228:24. Cal. Corp. Code §§ 303(a), 312, 603(a), (d). <i>See also</i> Steinsapir Decl., Ex. 13 (Hearne Depo.) 169:18-170:23.</p>	<p>49.</p>

Moving Parties' Undisputed Material Facts and Supporting Evidence	Opposing Party's Response and Supporting Evidence
<p>50. MJJ Ventures, Inc., was created to be a joint venture partner in, and to provide Michael Jackson's services in, a joint venture between Michael Jackson (through MJJ Ventures, Inc.) and Sony Music Entertainment (through affiliated companies). The Joint Venture is a business venture between two entities that came together as a team to create business endeavors in various forms of media. The Joint Venture provides MJJ Ventures, Inc., a share of profits from various joint business endeavors.</p> <p><b><u>Evidence:</u></b> Branca Decl. ¶ 20.</p>	<p>50.</p>
<p>51. During all times relevant to this case until June 1, 1994, Michael Jackson was the sole director of MJJ Ventures.</p> <p><b><u>Evidence:</u></b> Branca Decl. ¶ 18 and Ex. 9.</p>	<p>51.</p>

Moving Parties' Undisputed Material Facts and Supporting Evidence	Opposing Party's Response and Supporting Evidence
<p>52. On June 1, 1994, Michael Jackson amended the Bylaws of MJJ Ventures, Inc., to authorize the number of directors to be increased from one to four. He appointed himself, John Branca, Sandy Gallin (Michael Jackson's talent manager), and Marshall Gelfand (Michael Jackson's business manager) as directors with him. They remained directors through at least the end of 1997.</p> <p><b><u>Evidence:</u></b> Branca Decl. ¶ 18 and Ex. 10.</p>	<p>52.</p>
<p>53. The directors of MJJ Ventures, Inc., served at the pleasure of Michael Jackson, the sole shareholder.</p> <p><b><u>Evidence:</u></b> Branca Decl. ¶ 18; Cal. Corp. Code §§ 303(a), 603(a), (d).</p>	<p>53.</p>

Moving Parties' Undisputed Material Facts and Supporting Evidence	Opposing Party's Response and Supporting Evidence
<p>54. No employee, officer, or director of MJJ Ventures, Inc. (other than Michael Jackson himself) had any right to control Michael Jackson's businesses, personal conduct, or conduct with respect to the Corporations.</p> <p><b>Evidence:</b> Branca Decl. ¶¶ 18-19; Cal. Corp. Code §§ 303(a), 312, 603(a), (d). <i>See also</i> Steinsapir Decl., Ex. 13 (Hearne Depo.) 169:18-170:23.</p>	<p>54.</p>
<p>55. Michael Jackson took advice from many people during his life—such as attorneys, managers, family members, employees, officers and directors of the Corporations, and others. Sometimes, he followed that advice. Sometimes, he did not.</p> <p><b>Evidence:</b> Branca Decl. ¶ 7.</p>	<p>55.</p>

Moving Parties' Undisputed Material Facts and Supporting Evidence	Opposing Party's Response and Supporting Evidence
<p>56. Wade Robson has written that Neverland Valley Ranch (the "Ranch") was "2,700 acres of impenetrable Michael Jackson country governed by one man only, Michael Jackson."</p> <p><b><u>Evidence:</u></b> Steinsapir Decl., Ex. 19 at p. 25.</p>	<p>56.</p>
<p>57. In an October 2013 email to himself Wade Robson wrote that "MJ lived in a world of his own creation, governed by his own rules. A world that HE could control. Take Neverland Valley as just one example."</p> <p><b><u>Evidence:</u></b> Steinsapir Decl, Ex. 20.</p>	<p>57.</p>
<p>58. Michael Jackson told people who they could and could not talk to at the Ranch. Jackson got very upset if guests, such as Joy Robson, did not listen to his directions in that regard.</p> <p><b><u>Evidence:</u></b> Steinsapir Decl., Ex. 11 (J. Robson Depo.) at 68:8-69:7.</p>	<p>58.</p>

Moving Parties' Undisputed Material Facts and Supporting Evidence	Opposing Party's Response and Supporting Evidence
<p>59. According to Joy Robson, "If you did anything to upset Michael, he would cut you off. He did it to a family in England because they did press about him. He would just -- he would just cut you off. So in order to remain his friend, you had to abide by his rules.</p> <p><b><u>Evidence:</u></b> Steinsapir Decl., Ex. 11 (J. Robson Depo.) 127:5-10.</p>	<p>59.</p>
<p>60. Wade Robson was hired to appear in three different music videos for Jackson in the early 1990s after the move to the United States, and was paid a few hundred dollars for each video.</p> <p><b><u>Evidence:</u></b> Steinsapir Decl., Ex. 11 (J. Robson Depo.) 117:14-24, 121:11-18.</p>	<p>60.</p>

Moving Parties' Undisputed Material Facts and Supporting Evidence	Opposing Party's Response and Supporting Evidence
<p>61. Wade Robson also released an album on the record label, "MJJ Music" (part of the Joint Venture between Sony Music and MJJ Ventures), as part of a rap group called "Quo" in 1994.</p> <p><b><u>Evidence:</u></b> Steinsapir Decl. ¶ 13; Ex. 21; FAC ¶ 31</p>	<p>61.</p>

**ISSUE NO. 3:**     The Second Cause of Action for "Negligence" in the Complaint based on the negligence *per se* doctrine fails as a matter of law, because there is no triable issue as to any material fact sufficient to permit a rational trier of fact to conclude that any of the pertinent employees of Defendants were mandated reporters under the Child Abuse and Neglect Reporting Act (CANRA), Penal Code §§ 11166 *et seq.* in effect at the time. Also, the negligence *per se* doctrine does not create a duty of care in any event; it only sets the standard of care when duty has first been established independently. There is no duty of care here.

Moving Parties' Undisputed Material Facts and Supporting Evidence	Opposing Party's Response and Supporting Evidence
<p>62. The Corporations incorporate by reference Undisputed Facts 6-33, 43, and 45-61 above.</p>	<p>62.</p>

Moving Parties' Undisputed Material Facts and Supporting Evidence	Opposing Party's Response and Supporting Evidence
<p>63. MJJ Productions was not in the child care business and was not in any business requiring direct contact with, or supervision of, children.</p> <p><b><u>Evidence:</u></b> Branca Decl. ¶ 15</p>	63.
<p>64. MJJ Ventures was not in the child care business and was not in any business requiring direct contact with, or supervision of, children.</p> <p><b><u>Evidence:</u></b> Branca Decl. ¶ 21</p>	64.

**ISSUE NO. 4:**    The Third and Fourth Causes of Action for “Negligent Retention/Hiring” and “Negligent Supervision” in the Complaint fail as a matter of law, because there is no triable issue as to any material fact sufficient to permit a rational trier of fact to conclude that Defendants had the duty or ability to decline to hire Michael Jackson in the first place, to fire him or to supervise him. There is also no triable issue as to any material fact sufficient to permit a rational trier of fact to conclude that the alleged tortious conduct by Jackson against Plaintiff arose out of or was generated by the employment relationship between Jackson and the Defendants.



Moving Parties' Undisputed Material Facts and Supporting Evidence	Opposing Party's Response and Supporting Evidence
65. The Corporations incorporate by reference Undisputed Facts 6-33, 43, and 45-61 above.	65.

**ISSUE NO. 5:** The Fifth Cause of Action for “Negligent Failure to Train, Warn, or Educate” fails as a matter of law, because there is no triable issue as to any material fact sufficient to permit a rational trier of fact to conclude that Defendants had the duty to train, warn or educate Plaintiff, his parents, the authorities, Defendants’ employees or anyone else about the dangers of sexual abuse generally or about the alleged dangers of Michael Jackson specifically.

Moving Parties' Undisputed Material Facts and Supporting Evidence	Opposing Party's Response and Supporting Evidence
66. The Corporations incorporate by reference Undisputed Facts 6-33, 43, 45-61, and 63-64 above.	66.

**ISSUE NO. 6:** The First Cause of Action for Intentional Infliction of Emotional Distress (“IIED”) fails as a matter of law, because there is no triable issue as to any material fact sufficient to permit a rational trier of fact to conclude that Defendants themselves (as opposed to, allegedly, Michael Jackson personally) engaged in extreme and outrageous conduct. Also, this cause of action fails because, as alleged by Plaintiff, it is a claim for “direct

perpetrator liability” and is therefore not cognizable under Code of Civil Procedure section 340.1 (and is therefore untimely).specifically.

Moving Parties’ Undisputed Material Facts and Supporting Evidence	Opposing Party’s Response and Supporting Evidence
67. The Corporations incorporate by reference Undisputed Facts 1-33, 43, 45-61, and 63-64 above.	67.

**ISSUE NO. 7:** The Sixth Cause of Action for Breach of Fiduciary Duty fails as a matter of law, because there is no triable issue as to any material fact sufficient to permit a rational trier of fact to conclude that Defendants were in a fiduciary relationship with Plaintiff and/or that fiduciary duties were breached.


Moving Parties’ Undisputed Material Facts and Supporting Evidence	Opposing Party’s Response and Supporting Evidence
68. The Corporations incorporate by reference Undisputed Facts 1-33, 43, 45-61, and 63-64 above.	68.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

DATED: December 7, 2020

Respectfully Submitted:

KINSELLA WEITZMAN ISER KUMP LLP

By:   
Jonathan P. Steinsapir  
Attorneys for Defendants  
MJJ Productions, Inc., and MJJ Ventures, Inc.

10386-00226/716711

**PROOF OF SERVICE**

**STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

At the time of service, I was over 18 years of age and **not a party to this action**. I am employed in the County of Los Angeles, State of California. My business address is 808 Wilshire Boulevard, 3rd Floor, Santa Monica, CA 90401.

On December 7, 2020, I served true copies of the following document(s) described **SEPARATE STATEMENT OF UNDISPUTED MATERIAL FACTS IN SUPPORT OF DEFENDANTS MJJ PRODUCTIONS' AND MJJ VENTURES' MOTION FOR SUMMARY JUDGMENT OR, IN THE ALTERNATIVE, SUMMARY ADJUDICATION OF ISSUES** on the interested parties in this action as follows:

John C. Manley  
Vince W. Finaldi  
Alex E. Cunny  
**Manly, Stewart & Finaldi**  
19100 Von Karman Ave., Suite 800  
Irvine, CA 92612

*Attorneys for Plaintiff Wade Robson*

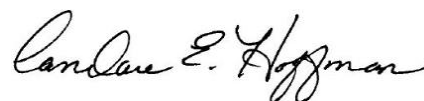
Phone: 949-252-9990  
Fax: 949-252-9991  
Email: [vfinaldi@manlystewart.com](mailto:vfinaldi@manlystewart.com)  
[jmanly@manlystewart.com](mailto:jmanly@manlystewart.com)  
[acunny@manlystewart.com](mailto:acunny@manlystewart.com)  
[kfrederiksen@manlystewart.com](mailto:kfrederiksen@manlystewart.com)

☐ **BY MAIL:** I enclosed the document(s) in a sealed envelope or package addressed to the persons at the addresses listed above and placed the envelope for collection and mailing, following our ordinary business practices. I am readily familiar with Kinsella Weitzman Iser Kump LLP's practice for collecting and processing correspondence for mailing. On the same day that the correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope with postage fully prepaid.

☒ **BY E-MAIL OR ELECTRONIC TRANSMISSION:** I caused a copy of the document(s) to be sent from e-mail address choffman@kwikalaw.com to the persons at the e-mail addresses listed above. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

☒ **BY OVERNIGHT DELIVERY:** I caused said document(s) to be enclosed in an envelope or package provided by the overnight service carrier and addressed to the persons at the addresses listed above or on the attached Service List. I caused the envelope or package to be placed for collection and overnight delivery at an office or a regularly utilized drop box of the overnight service carrier or delivered such document(s) to a courier or driver authorized by the overnight service carrier to receive documents.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on December 7, 2020, at Los Angeles, California.



Candace E. Hoffman

KINSELLA WEITZMAN ISER KUMP & ALDISERT LLP  
808 WILSHIRE BOULEVARD, 3<sup>RD</sup> FLOOR  
SANTA MONICA, CALIFORNIA 90401  
TEL 310.566.9800 • FAX 310.566.9850

1 KINSELLA WEITZMAN ISER KUMP LLP  
Howard Weitzman (SBN 38723)  
2 hweitzman@kwikalaw.com  
Jonathan P. Steinsapir (SBN 226281)  
3 jsteinsapir@kwikalaw.com  
808 Wilshire Boulevard, Third Floor  
4 Santa Monica, California 90401  
Telephone: 310.566.9800

5 Attorneys for Defendants MJJ Productions, Inc.  
6 and MJJ Ventures, Inc.

7  
8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
9 **COUNTY OF LOS ANGELES**

10 WADE ROBSON, an individual,  
11  
12 Plaintiff,

13 vs.

14 DOE 1, an individual; MJJ PRODUCTIONS,  
15 INC., a California corporation; MJJ  
VENTURES, INC., a California corporation;  
16 and DOES 4-50, inclusive,

17 Defendants.  
18  
19  
20  
21  
22  
23  
24  
25  
26

Case No. BC 508502  
Assigned to the Hon. Mark A. Young,  
Department M (Santa Monica Courthouse)

**DEFENDANTS MJJ PRODUCTIONS'  
AND MJJ VENTURES' COMPENDIUM  
OF EVIDENCE IN SUPPORT OF  
MOTION AND MOTION FOR  
SUMMARY JUDGMENT OR, IN THE  
ALTERNATIVE, SUMMARY  
ADJUDICATION OF ISSUES**

**[DECLARATIONS OF JOHN BRANCA  
AND JONATHAN STEINSAPIR AND  
EXHIBITS 1 THROUGH 29 THERETO]**

**RESERVATION ID: 131078496710<sup>1</sup>**

Notice of Motion and Motion with  
Memorandum of Points and Authorities; and  
Separate Statement filed concurrently

Date: February 24, 2021  
Time: 8:30 a.m.  
Dept: M  
Action Filed: May 10, 2013  
Trial Date: June 14, 2021

27 <sup>1</sup> The reservation was originally for May 4, 2021, but the hearing was advanced to  
28 February 24, 2021 by order of the Court dated December 4, 2020.

Pursuant to California Rule of Court 3.1350(g), Defendants hereby submit the following Compendium of Evidence in support of their Motion for Summary Judgment or Adjudication.

**TABLE OF CONTENTS OF EVIDENCE**

Exhibits 1 through 10 are to the attached Declaration of John Branca, and Exhibits 11 through 29 are to the attached Declaration of Jonathan Steinsapir. Both declarations are in front with the appended exhibits behind the two declarations.

<b><u>EXHIBIT</u></b>	<b><u>DESCRIPTION</u></b>
<b><u>Exhibits to Declaration of John Branca</u></b>	
1	Articles of Incorporation of Michael Jackson Productions, Inc. (Oct. 15, 1979)
2	Bylaws of Michael Jackson Productions, Inc. (Nov. 30, 1979)
3	Action by Sole Director of Michael Jackson Productions, Inc. (Nov. 30, 1979)
4	Certificate of Amendment of Articles of Incorporation of Michael Jackson Productions, Inc., changing name of corporation to MJJ Productions, Inc. (Nov. 23, 1983)
5	Written Consent of Shareholder of MJJ Productions, Inc. (June 1, 1994)
6	Articles of Incorporation of MJJ Ventures, Inc. (Feb. 22, 1991)
7	Bylaws of MJJ Ventures, Inc. (Feb. 26, 1991)
8	Action by Sole Director of MJJ Ventures, Inc. (Feb. 26, 1991)
9	Action Without A Meeting of the Sole Incorporator of MJJ Ventures, Inc. (Feb. 26, 1991)
10	Written Consent of Shareholder of MJJ Ventures, Inc. (Feb. 26, 1991)

<u>EXHIBIT</u>	<u>DESCRIPTION</u>
<b><u>Exhibits to Declaration of Jonathan Steinsapir</u></b>	
11	Deposition of Joy Robson (excerpts) (Sept. 30, 2016)
12	Deposition of Jolie Levine (excerpts) (Jan. 11, 2017)
13	Deposition of Gary Hearne (excerpts) (Sept. 2, 2016)
14	Deposition of Gayle Goforth (excerpts) (Oct. 24, 2016)
15	November 2012 Email String Between Joy Robson and Wade Robson (marked as Exhibit 549 to deposition of Joy Robson) (Nov. 2012)
16	Trial Testimony of Wade Robson (May 5, 2005)
17	Screenshot of Page on Website of McDonald Selznick Associates (Nov. 28, 2016)
18	Order Denying the Petition of Wade Robson for Order Allowing Filing of a Late Claim Against the Estate of Michael J. Jackson, Deceased (July 9, 2016)
19	Excerpts of Draft Book of Wade Robson (marked as Exhibit 573 to deposition of Wade Robson)
20	Email Sent from Wade Robson to Himself (Oct. 22, 2013)
21	“Quo” CD front and back covers and insert to CD
22	Transcript of Joy Robson Grand Jury Testimony (Exhibit 519 to Joy Robson deposition) (Feb. 28, 1994)
23	Deposition of Wade Robson (excerpts) (Dec. 12, 2016)
24	Deposition of Blanca Francia (excerpts) (Oct. 03, 2016)
25	Deposition of Donald Starks (excerpts) (Aug. 23, 2017)

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

<u>EXHIBIT</u>	<u>DESCRIPTION</u>
26	Deposition of Charli Michaels (excerpts) (Dec. 19, 2016)
27	Deposition of Leroy Thomas (excerpts) (Aug. 21, 2017)
28	Deposition of Orietta Murdock (excerpts) (Nov. 21, 2017)
29	Complaint for Childhood Sexual Abuse (May 10, 2013)

10386-00346/716611



**DECLARATION OF JOHN BRANCA**

I, John Branca, declare as follows:

1. I am a member of the State Bar of California. I have personal knowledge of the facts set forth herein. If called as a witness, I could and would competently testify thereto.

2. John McClain and I are the two Co-Executors of the Estate of Michael J. Jackson (deceased) (sometimes "the Estate"), which is being administered under the supervision of the Los Angeles Superior Court, Case No. BP 1117321. Mr. McClain and I have served as personal representatives of the Estate (first as Special Administrators and then as Co-Executors) since shortly after Michael Jackson's passing on June 25, 2009. As part of our roles as such, Mr. McClain and I are the two directors of certain corporations, which were wholly owned by Michael Jackson at the time of his death. Among these corporations are the Defendants in this case, MJJ Productions, Inc., and MJJ Ventures, Inc. We are also the only two officers of those two corporations.

3. I first met Michael Jackson in around January 1980. A few days after we first met, I was hired as his attorney. Except for a very short period at the beginning of our relationship, I was an attorney with the law firm of Ziffren Brittenham LLP (which has gone by various names) during the entire time I worked as Michael's attorney. Thus, the below references to the work I did for Michael Jackson throughout the years should be understood to include me personally and others at my firm under my supervision.

4. I served as Michael Jackson's lead music and entertainment transactional attorney for virtually the entire 1980s. In that role, I negotiated business deals and copyright acquisitions for Michael, negotiated (and re-negotiated) recording contracts for him, negotiated deals relating to short films he produced, handled legal issues relating to his tours, supervised litigations, and handled various other matters on his behalf. I represented Michael in this capacity until around late 1989 or early 1990. At that time, Michael decided to change representation. He hired different attorneys, and my law firm and I stopped representing him. Towards the end of 1993, Michael rehired me and my firm, and I resumed essentially the same role for him as I had before serving as

1 his attorney through the 1990s (and for several years into the 2000s, and for a brief period in 2009  
2 just before his untimely passing on June 25, 2009).

3           5.       I understand the nature of Wade Robson's allegations in this case. I knew Michael  
4 Jackson for roughly thirty years. I am not interested in dignifying Robson's allegations by  
5 discussing them, except to say that I am fully convinced that they are absolutely false. Before  
6 Robson came forward with his current allegations against Michael Jackson, I met personally with  
7 Robson in 2011 in my office in Century City. Robson met with me in order to discuss his interest  
8 in being hired to help choreograph a Michael Jackson themed Cirque du Soleil show. At no time  
9 in our meeting did Robson ever intimate that he had any negative feelings towards Michael  
10 Jackson whatsoever. On the contrary: he was very excited about the possibility of being hired to  
11 help choreograph a Michael Jackson themed show. Ultimately, he was not hired to work on the  
12 show.

13           6.       For the entire time I represented and knew Michael Jackson, and continuing until  
14 this day, he was and remains one of the most famous persons in the world. Michael was an  
15 immensely talented individual in many, many different and diverse areas. His extraordinary talents  
16 as a singer, songwriter, dancer, and live performer speak for themselves. But aside from his artistic  
17 talents, he also had a very good business sense. Michael's acquisition of a large music publishing  
18 portfolio, ATV Music (which included the Beatles catalog), in the 1980s is a great example of this.  
19 It was Michael's idea to begin investing in music publishing after he spoke to Paul McCartney  
20 about the subject. Michael then asked me to help him in this area. When I learned that ATV Music  
21 was available, I immediately went to Michael. He was very interested in purchasing it. Some of  
22 Michael's advisors had concerns about the price of ATV Music (which kept going up), but  
23 Michael pushed me to close a deal to buy the catalog for him, writing a note to me saying: "Don't  
24 over negotiate" and "It's my catalog."

25           7.       Michael often sought my advice on many topics and I gave him the best advice I  
26 could. But I never purported to try to "control" what he did in his business, financial, legal, or  
27 personal affairs. As with other clients, sometimes he followed my advice and sometimes he did  
28 not. Michael often sought advice from others as well, including employees of his companies,

1 family members at times, business managers, talent managers, other artists, and many, many  
2 others. Again, sometimes he followed these people's advice and sometimes he did not. Michael  
3 Jackson was a very capable and determined person. He took advice from others, but he ultimately  
4 made his own decisions with respect to his business, financial, legal, and personal affairs.

5 8. As a result of my long association with Michael Jackson, and my role as Co-  
6 Executor of the Estate, I have personal knowledge of the matters I discuss below. The exhibits  
7 discussed below are records kept by my office in my capacities as Co-Executor of the Estate, as an  
8 attorney for the Estate (and for Michael Jackson during many periods before his death), and as an  
9 officer and director of MJJ Productions, Inc., and MJJ Ventures, Inc.

10 **MJJ PRODUCTIONS, INC.**

11 9. MJJ Productions, Inc. was incorporated as a California corporation in 1979 under  
12 the name "Michael Jackson Productions, Inc." A true and correct copy of its Articles of  
13 Incorporation is attached hereto as **Exhibit 1**. A true and correct copy of its original Bylaws are  
14 attached as **Exhibit 2**. A true and correct copy of the "Action by Sole Director of Michael Jackson  
15 Productions, Inc." dated November 30, 1979 is attached hereto as **Exhibit 3**.

16 10. In 1982, after I began representing Michael, the name of the corporation was  
17 changed to "MJJ Productions, Inc." A true and correct copy of the 1982 amendments to the  
18 Articles of Incorporation changing the name of the corporation are attached hereto as **Exhibit 4**.

19 11. Michael Jackson was the sole stockholder of MJJ Productions, Inc., from the time  
20 of its incorporation until his passing in 2009.

21 12. Michael Jackson was the sole director (i.e., the only member of the Board of  
22 Directors) of MJJ Productions, Inc., from the time of its incorporation until June 1, 1994. On that  
23 date, Michael Jackson amended the Bylaws of MJJ Productions, Inc., to authorize the number of  
24 directors to be increased from one to four. He appointed me, Sandy Gallin (Michael's talent  
25 manager), and Marshall Gelfand (Michael's business manager) as directors with him. Attached as  
26 **Exhibit 5** is a true and correct copy of the June 1, 1994, "Written Consent of Shareholder of MJJ  
27 Productions, Inc." so amending the Bylaws. The four of us (me, Michael, Mr. Gallin and Mr.  
28 Gelfand) were on the Board of Directors of MJJ Productions, Inc., through at least the end of

1 1997. Although I, Mr. Gallin and Mr. Gelfand served as directors with Michael, we served at the  
2 pleasure of Michael Jackson, the sole shareholder of MJJ Productions, Inc. We had no authority to  
3 tell him what to do in his business life, his personal life, or otherwise.

4 13. During various times when I represented Michael, I was also an officer of MJJ  
5 Productions, Inc. (generally, the Secretary). As an officer of the corporation, I served at the  
6 pleasure of Michael Jackson, the sole shareholder of the corporation (and often the sole director).  
7 As an officer of MJJ Productions, Inc., I had no authority to tell Michael what to do in his business  
8 life, his personal life, or otherwise. No other employees or officers of MJJ Productions, Inc., had  
9 any such authority either.

10 14. During Michael Jackson's lifetime, the primary business of MJJ Productions, Inc.,  
11 was to furnish Michael Jackson's personal services as a recording artist. As such, MJJ  
12 Productions, Inc., was the party that entered into recording contracts for Michael Jackson's  
13 services with the record company that released Michael's albums as an adult. MJJ Productions,  
14 Inc., is therefore the copyright holder of the sound recordings on all of Michael Jackson's solo  
15 albums as an adult (the sound recordings on Michael's first two albums as an adult, *Off The Wall*  
16 and *Thriller* were originally held by the record company, but they were later transferred to MJJ  
17 Productions, Inc., in around 1985).

18 15. The copyrights in the underlying compositions on the albums, however, are held by  
19 the writers of the musical compositions (or their assignees). For the many musical compositions  
20 on the albums that Michael Jackson wrote himself, he owned the copyrights in them personally  
21 (generally through a d/b/a called MIJAC Music). No copyrights to such compositions were held  
22 by MJJ Productions, Inc. Relatedly, MJJ Productions, Inc., was not the corporate entity that  
23 furnished Michael's services, nor was it otherwise involved with operation of, Michael Jackson's  
24 tours (i.e., where Michael performed live). MJJ Productions, Inc., was not in the child care  
25 business and was not otherwise in a business that required direct contact with, or supervision of,  
26 children.

**MJJ VENTURES, INC.**

16. MJJ Ventures was incorporated as a California corporation in 1991. Attached as **Exhibit 6** is a true and correct copy of its Articles of Incorporation dated February 22, 1991. Attached as **Exhibit 7** is a true and correct copy of its original Bylaws, ratified by Michael Jackson as sole director on February 26, 1991. Attached as **Exhibit 8** is a true and correct copy of the "Action by Consent in Writing of the Sole Shareholder of MJJ Ventures, Inc." signed by Michael Jackson on February 26, 1991. Attached as **Exhibit 9** is the "Action Without a Meeting of the Sole Incorporator of MJJ Ventures, Inc." dated February 26, 1991, appointing Michael Jackson as sole director of MJJ Ventures, Inc.

17. Michael Jackson was the sole stockholder of MJJ Ventures, Inc., from the time of its incorporation until his passing in 2009.

18. Michael Jackson was the sole director (i.e., the only member of the Board of Directors) of MJJ Ventures, Inc., from the time of its incorporation until June 1, 1994. On that date, Michael Jackson amended the Bylaws of MJJ Ventures, Inc., to authorize the number of directors to be increased from one to four. He appointed me, Sandy Gallin (Michael's talent manager), and Marshall Gelfand (Michael's business manager) as directors with him. Attached as **Exhibit 10** are true and correct copies of the June 1, 1994, "Written Consent of Director of MJJ Ventures, Inc." and the June 1, 1994, "Written Consent of Shareholder of MJJ Ventures, Inc." so amending the Bylaws. The four of us (me, Michael, Mr. Gallin and Mr. Gelfand) were on the Board of Directors of MJJ Ventures, Inc., through at least the end of 1997. Although I, Mr. Gallin and Mr. Gelfand served on the Board of Directors with Michael, we served at the pleasure of Michael Jackson, the sole shareholder of MJJ Ventures, Inc., and had no authority to tell him what to do in his business life, his personal life, or otherwise.

19. During various times when I represented Michael, I was also an officer of MJJ Ventures, Inc. (generally, the Secretary). As an officer of the corporation, I served at the pleasure of Michael Jackson, the sole shareholder of the corporation (and often the sole director). As an officer of MJJ Ventures, Inc., I had no authority to tell Michael what to do in his business life, his

1 personal life, or otherwise. No other employees or officers of MJJ Ventures, Inc., had any such  
2 authority either.

3 20. MJJ Ventures, Inc., was created to be a joint venture partner in, and to provide  
4 Michael Jackson's services in, a joint venture between Michael Jackson (through MJJ Ventures,  
5 Inc.) and Sony Music Entertainment (through affiliated companies). The Joint Venture is a  
6 business venture between two entities that came together as a team to create business endeavors in  
7 various forms of media. The Joint Venture provides MJJ Ventures, Inc., separate from Michael's  
8 record royalties as a recording artist, a share of profits from various joint business endeavors.

9 21. MJJ Ventures, Inc., did not own the copyrights in Michael Jackson's sound  
10 recordings or in musical compositions Michael Jackson wrote. Relatedly, MJJ Ventures, Inc., was  
11 not the corporate entity that furnished Michael's services, nor was it otherwise involved with  
12 operation of, Michael Jackson's tours (i.e., where Michael performed live). MJJ Ventures, Inc.,  
13 was not in the child care business and was not otherwise in a business that required direct contact  
14 with, or supervision of, children.

#### 15 MICHAEL JACKSON'S RESIDENCES

16 22. In around 1987, Michael Jackson acquired a large ranch in Santa Barbara County.  
17 He named it the "Neverland Valley Ranch" (hereafter referred to as "the Ranch"). I and my law  
18 firm dealt with various legal issues in the negotiation of the sale of the Ranch to Michael. Michael  
19 Jackson held title to the Ranch in his own name from the time he acquired it until the mid- to late-  
20 2000s. At no time did either MJJ Productions, Inc., or MJJ Ventures, Inc. hold title to, or  
21 otherwise own any interest in, the Ranch.

22 23. At various times in the late 1980s and through the 1990s, Michael Jackson owned  
23 apartments in Los Angeles, where he spent time while in Los Angeles. At no time did either of  
24 MJJ Productions, Inc., or MJJ Ventures, Inc. hold title to, or otherwise own any interest in, those  
25 apartments.

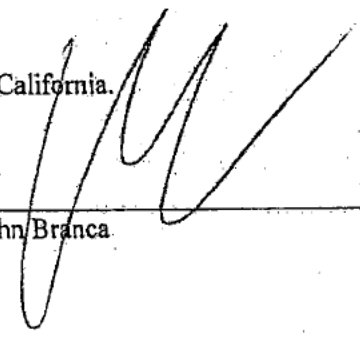
26 24. Neither I, nor anyone else employed by or connected with MJJ Productions, Inc. or  
27 MJJ Ventures, Inc. had any right or authority whatsoever to tell Michael Jackson: (a) when  
28 Michael could come and go to and from the Ranch or his apartments and with whom; (b) who

KINSELLA WEITZMAN ISER KUMP & ALDISERT LLP  
808 WILSHIRE BOULEVARD, 3<sup>RD</sup> FLOOR  
SANTA MONICA, CALIFORNIA 90401  
TEL 310.566.9800 • FAX 310.566.9850

1 could and could not visit Michael at the Ranch or his apartments; or (c) to create any sort of  
2 "procedures" for when and how Michael could arrive and leave the Ranch or his apartments, and  
3 who could and could not visit him at the Ranch or his apartments.

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

6 Executed June 15, 2017, at Los Angeles, California.

7  
8   
9 John Branca

10 10385.00225/390608

**DECLARATION OF JONATHAN STEINSAPIR**

I, Jonathan Steinsapir, declare as follows:

1. I am an attorney duly admitted to practice before this Court. I am a partner with Kinsella Weitzman Iser Kump LLP, attorneys of record for the Defendants MJJ Productions, Inc., and MJJ Ventures, Inc. (“the Corporations” or “Defendants”). If called as a witness, I could and would competently testify to all the facts within my personal knowledge except where stated upon information and belief.

2. With my partner Howard Weitzman and others, I have represented the Executors of the Estate of Michael Jackson (deceased) (“the Estate”), and business entities controlled by them such as the Corporations here, in various judicial proceedings throughout the country since 2009. Wade Robson filed this civil action on or around May 10, 2013, as confirmed by the docket for the matter on the Court’s website. MJJ Productions, Inc. was originally named as “Doe 2” and MJJ Ventures, Inc. was originally named as “Doe 3.” I have personal knowledge of these matters because I have worked on this case since it was filed (in fact, because Mr. Robson had filed a probate petition, which attached a draft copy of his original civil complaint in this case, I have effectively worked on this case since before it was filed).

3. Attached as **Exhibit 11** hereto is a true and correct copy of excerpts from the deposition of Joy Robson taken in this action on or around September 30, 2016.

4. Attached as **Exhibit 12** hereto are true and correct copies of excerpts from the deposition of Jolie Levine (a former employee of Defendant MJJ Productions, Inc. and former personal assistant to Michael Jackson) taken in this action on or around January 11, 2017.

5. Attached as **Exhibit 13** hereto are true and correct copies of excerpts from the deposition of Gary Hearne (a former employee of Defendant MJJ Productions, Inc. and former driver for Michael Jackson from late 1991 through the mid-2000s) taken in this action on or around September 2, 2016.

6. Attached as **Exhibit 14** hereto are true and correct copies of excerpts from the deposition of Gayle Goforth (a former employee at Michael Jackson’s Neverland Valley Ranch) taken in this action on or around October 24, 2016.



1           7.       Attached as **Exhibit 15** hereto is a true and correct copy of an email string  
2 produced by Joy Robson at her deposition in response to a subpoena duces tecum served upon her,  
3 by my office in this case, showing portions of emails between Wade Robson and her from  
4 November 2012. The document was marked as Exhibit 549 to Joy Robson's deposition, and she  
5 confirms that it is a printout of an email string between her and Wade Robson at page 302 of her  
6 deposition (part of Exhibit 11).

7           8.       Attached as **Exhibit 16** hereto is a true and correct copy of a transcript of Wade  
8 Robson's trial testimony in a 2005 criminal trial in Santa Barbara County respecting Michael  
9 Jackson (where Mr. Jackson was acquitted of all charges). This transcript was produced by the  
10 Executors of the Estate of Michael Jackson in the proceedings respecting Wade Robson's petition  
11 to file a late creditor's claim against the Estate in the probate court. The transcript comes from the  
12 legal files of Tom Mesereau, Mr. Jackson's lead attorney in the criminal trial (some of those files,  
13 including the transcript marked here as Exhibit 16, are now in the possession of the Executors of  
14 Mr. Jackson's Estate).

15           9.       Attached as **Exhibit 17** hereto is a true and correct copy of a screenshot from the  
16 website of the McDonald Selznick Associates ("MSA"), a talent agency ([www.msaagency.com](http://www.msaagency.com)).  
17 The screenshot was from a particular page on the website about Michael Jackson  
18 ([www.msaagency.com/michael-jackson](http://www.msaagency.com/michael-jackson)), reading: "MSA celebrates the life of Michael Jackson.  
19 We thank him for providing two decades of unforgettable opportunities for our clients. He will  
20 remain an inspiration to dancers and choreographers for generations to come." The page then  
21 contains "Official Statements from MSA Clients who worked with Michael:" The fourth "MSA  
22 Client who worked with Michael" listed on the website is Wade Robson (the first three are Kenny  
23 Ortega, Travis Payne and Vincent Patterson), and the screenshot attached as Exhibit 17 is of Wade  
24 Robson's statement. From other discovery in this case, I understand that Wade Robson wrote this  
25 statement shortly after Michael Jackson's death in June 2009. I personally took this screenshot  
26 (using Microsoft Windows' screenshot application called "Snipping Tool") from my desktop work  
27 computer on or around November 28, 2016. As of the filing of the prior summary judgment  
28 motion in this case in 2017, Wade Robson's statement regarding Michael Jackson being "one of

1 the main reasons [he] believe[s] in the pure goodness of human kind” was still on the MSA  
2 website as among the “Official Statements from MSA Clients who worked with Michael.”

3 10. Attached as **Exhibit 18** hereto is a true and correct copy of the Court’s “Order  
4 Denying the Petition of Wade Robson for Order Allowing Filing of a Late Claim Against the  
5 Estate of Michael J. Jackson, Deceased” entered and signed by the Court on July 9, 2015 in Case  
6 No. BP 117321. Wade Robson never sought review of this Order by the California Court of  
7 Appeal, by the California Supreme Court, or by any other court of record in this State or elsewhere  
8 (whether by appeal, by petition for writ of mandate, or otherwise).

9 11. Attached as **Exhibit 19** hereto is a true and correct copy of excerpts of a draft book  
10 that Wade Robson was writing regarding his interactions with Michael Jackson (along with  
11 attached portions of the deposition of Wade Robson noting his authorship of the draft book).  
12 Wade Robson produced this draft book in response to document requests issued during the  
13 discovery process in this case by the Defendants. The portions of the draft book being submitted  
14 are the cover page (showing it was marked as Exhibit 573 at Wade Robson’s December 12, 2016,  
15 deposition) along with pages 20 through 25 of the draft book, and are Bates labelled as  
16 WR/MSF004002 through WR/MSF04007. The document was marked at Exhibit 573 at Wade  
17 Robson’s deposition and he acknowledges writing it at page 75 of his deposition (included with  
18 other excerpts of his deposition at Exhibit 23 of this declaration). We have not conditionally filed  
19 this document under seal because it was submitted conditionally under seal with the prior  
20 summary judgment motion and Plaintiff did not move to seal it so it has become part of the public  
21 record.

22 12. Attached as **Exhibit 20** hereto is a true and correct copy of an October 22, 2013  
23 email sent from Wade Robson to himself, and also “cc’ing” himself. This document was produced  
24 by Wade Robson in response to this Court’s Order of February 22, 2017 in this case ordering Mr.  
25 Robson to produce all non-privileged documents responsive to Defendants’ First Set of Document  
26 Requests. We have not conditionally filed this document under seal because it was submitted  
27 conditionally under seal with the prior summary judgment motion and Plaintiff did not move to  
28 seal it so it has become part of the public record.

1           13. Attached as **Exhibit 21** hereto is a copy of the cover of a compact disk for an  
2 album released by a rap group called “Quo” in 1994 along with portions of the CD insert. The  
3 actual compact disk is in my office and can be submitted to the Court upon request. As can be  
4 seen, the album was released on the record label “MJJ Music.” From my representation of the  
5 Estate of Michael Jackson discussed above, and particularly relating to royalty issues and disputes  
6 relating to Michael Jackson’s recordings and business with Sony Music that I have been involved  
7 in, I am very familiar with the record label “MJJ Music” and know it to be a record label that was  
8 part of the joint venture between MJJ Ventures, Inc. and Sony Music Entertainment discussed by  
9 Mr. Branca in his declaration filed concurrently herewith at paragraph 20. Plaintiff was a member  
10 of this rap group and references this album in paragraph 31 of the Fourth Amended Complaint. As  
11 can be seen from the portions of the CD insert, the “Quo” group member calling himself “KaOs”  
12 thanks his “moms, Joey” his “sister, Chantal,” his “brother, Shan[e]” and his Dad, Dennis” (the  
13 names of Plaintiff’s mother, sister, brother and father).

14           14. Attached as **Exhibit 22** hereto is a true and correct copy of Joy Robson’s grand jury  
15 testimony on or around February 28, 1994. The transcript was marked as Exhibit 519 at Mrs.  
16 Robson’s deposition in this case and Mrs. Robson acknowledges it as her testimony under oath  
17 before the grand jury at pages 31 and 32 of her deposition in this case (included within her  
18 deposition excerpts as part of Exhibit 11 hereto). This transcript was produced by the Executors of  
19 the Estate of Michael Jackson in the proceedings respecting Wade Robson’s petition to file a late  
20 creditor’s claim against the Estate in the probate court. The transcript comes from the legal files of  
21 Tom Mesereau, Mr. Jackson’s lead attorney in the criminal trial (some of those files, including  
22 this transcript are now in the possession of the Executors of Mr. Jackson’s Estate).

23           15. Attached as **Exhibit 23** hereto are true and correct copies of excerpts from the  
24 deposition of Plaintiff Wade Robson taken in this action on or around December 12, 2016.

25           16. Attached as **Exhibit 24** hereto are true and correct copies of excerpts from the  
26 deposition of Blanca Francia (a former employee at Michael Jackson’s Neverland Valley Ranch)  
27 taken in this action on or around October 3, 2016.

28

1 17. Attached as Exhibit 25 hereto are true and correct copies of excerpts from the  
2 deposition of Donald Starks taken in this action on or around August 23, 2017.

3 18. Attached as Exhibit 26 hereto are true and correct copies of excerpts from the  
4 deposition of Charli Michaels taken in this action on or around December 19, 2016.

5 19. Attached as Exhibit 27 hereto are true and correct copies of excerpts from the  
6 deposition of Leroy Thomas taken in this action on or around August 21, 2017.

7 20. Attached as Exhibit 28 hereto are true and correct copies of excerpts from the  
8 deposition of Donald Starks taken in this action on or around November 21, 2017.

9 21. Attached as Exhibit 29 hereto is a true and correct copy of the original complaint  
10 in this action (as redacted at the request of Plaintiff) filed on or around May 10, 2013.

11 I declare under penalty of perjury under the laws of the State of California and of the  
12 United States of America that the foregoing is true and correct.

13 Executed December 7, 2020, at Los Angeles, California.

14  
15   
16 Jonathan Steinsapir

17 10386-00226/716869

# **EXHIBIT 1**

944110

ARTICLES OF INCORPORATION  
OF  
MICHAEL JACKSON PRODUCTIONS, INC.

FILED  
In the Office of the Secretary of State  
of the State of California  
OCT 30 1979  
HAROLD W. HARRIS, JR.  
By Bill Hall  
Deputy

I

The name of this corporation is MICHAEL JACKSON PRODUCTIONS, INC.

II

The purpose of this corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California, other than the banking business, the trust company business, or the practice of a profession permitted to be incorporated by the California Corporations Code.

III

The name and address in this State of the corporation's initial agent for the service of process is:

Michael Jackson      9100 Wilshire Boulevard  
Suite 440  
Beverly Hills, CA 90212

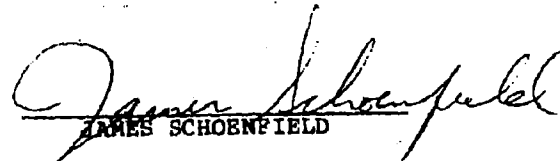
IV

The corporation is authorized to issue 10,000 shares of capital stock, all of one class.

Dated:      October 15, 1979.

  
JAMES SCHOENFIELD

I, James Schoenfeld, declare that I am the person who executed the foregoing Articles of Incorporation, which execution is my own act and deed.

  
JAMES SCHOENFIELD

CONFIDENTIAL

EEMJJ000194

# **EXHIBIT 2**

11942-03-01

BYLAWS OF  
MICHAEL JACKSON PRODUCTIONS, INC.  
A California Corporation

ARTICLE I

CORPORATE OFFICES

The principal executive office of the corporation shall be fixed by the Board of Directors; said office shall be in the County of Los Angeles, California, or at such place within or without the State of California as the Board of Directors hereafter shall designate. The corporation may also have offices at such other place, or places, as the Board of Directors may from time to time designate.

ARTICLE II

SHAREHOLDERS' MEETINGS

Section 2.1 PLACE OF MEETINGS

All meetings of the shareholders shall be held at the principal executive office of the corporation, or any other place within or without the State of California as may be designated for that purpose from time to time by the Board of Directors.

Section 2.2 ANNUAL MEETINGS

The annual meeting of shareholders shall be held on the first Tuesday of the fourth month following close of the corporation's fiscal year (but if such day is a legal holiday, then on the next succeeding business day) at the hour of 2:00 p.m., Pacific Time, at which time the shareholders shall elect by plurality vote a Board of Directors, consider reports of the affairs of the corporation, and transact such other business as may properly be brought before the meeting.

Section 2.3 SPECIAL MEETINGS

Special meetings of shareholders, for any purpose or purposes permitted under the General Corporation Law of the State of California (the "GCL" hereinafter) and the Articles of Incorporation of this corporation, may be called at any time by the Board of Directors, or by any two or more members thereof, or by the Chairman of the Board, or by the President, or by one or more shareholders holding not less than one-tenth (1/10th) of the voting power entitled to be present or represented at the meeting.



#### Section 2.4 NOTICE OF MEETINGS

2.4.1 Written notice of each meeting of shareholders, annual or special, shall be given not less than ten (10) nor more than sixty (60) days before the date of the meeting to each shareholder entitled to vote thereat. Any notice of a shareholders' meeting or report to shareholders shall be deemed to have been given at the time when delivered personally or deposited in the mail (first class, postage prepaid) or sent by other means of written communication. An affidavit of mailing of any notice or report in accordance with the provisions of the GCL, executed by the Secretary, assistant secretary or any transfer agent, shall be prima facie evidence of the giving of the notice or report.

2.4.2 Upon request in writing, delivered to such officers by any persons entitled to call a meeting of shareholders, it shall be the duty of the Chairman of the Board, the President, a vice president, or the Secretary, to cause notice to be given to the shareholders entitled to vote that a meeting will be held at a time requested by the person or persons calling the meeting, not less than thirty five (35) nor more than sixty (60) days after receipt of the request. If such notice shall not be given within twenty (20) days after the date of receipt of such request, the person or persons entitled to call the meeting may give notice of the meeting in the manner provided in Section 2.4.3 of these Bylaws.

2.4.3 Notice of each annual or special meeting of shareholders shall be given in writing and shall specify the place, the date, and the hour of the meeting, and (1) in the case of a special meeting, the general nature of the business to be transacted at the meeting (and no other business may be transacted at the meeting), or (2) in the case of the annual meeting, those matters which the Board of Directors, at the time of the mailing of the notice, intends to present for action by the shareholders (but, subject to the provisions of the immediately following sentence, any proper matter may be presented at the annual meeting for such action). Each notice of an annual or special meeting shall also include a statement of (1) the general nature of each proposal, if any, to take action to approve (a) a contract or other transaction as described in Section 310 of the GCL, (b) amendments to the Articles of Incorporation pursuant to Section 902 of the GCL, (c) a reorganization pursuant to Section 1201 of the GCL, (d) a voluntary dissolution pursuant to Section 1900 of the GCL, or (e) a plan of distribution which is not in accordance with the liquidation rights of preferred shares, if any, pursuant to Section 2007 of the GCL, and (2), if directors are to be elected at the meeting, the names of nominees intended at the time of the notice to be presented by management for election; if the statements required in (1) are not included in

such notice, then any shareholder approval at the meeting, other than unanimous approval of those entitled to vote, pursuant to the GCL sections set forth in (1) shall be invalid.

2.4.4 Notice of a shareholders' meeting or any report to the shareholders shall be given either personally, or by sending a copy thereof through the mail, or by telegram, or by other means of written communication, charges prepaid, to the shareholder's address appearing on the books of the corporation, or given by the shareholder to the corporation for the purpose of notice; or, if no such address appears or is given, notice shall be deemed to have been given if addressed to the shareholder at the place where the principal executive office of the corporation is located or if published at least once in a newspaper having general circulation in the county in which the principal executive office is located. If any notice or report addressed to the shareholder at the address of such shareholder appearing on the books of the corporation is returned to the corporation by the United States Postal Service marked to indicate that the United States Postal Service is unable to deliver the notice or report to the shareholder at such address, all future notices or reports shall be deemed to have been duly given without further mailing if the same shall be available for the shareholder upon written demand of the shareholder at the principal executive office of the corporation for a period of one year from the date of the giving of the notice or report to all other shareholders.

2.4.5 When a shareholders' meeting is adjourned to another time or place, notice need not be given of the adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken; provided, however, that if the adjournment is for more than forty-five (45) days or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each shareholder of record entitled to vote at the meeting. Subject to the provisions of Section 2.7 of these Bylaws, at the adjourned meeting the corporation may transact any business which might have been transacted at the original meeting.

#### Section 2.5 WAIVER BY SHAREHOLDERS

In accordance with Section 601, subdivision (e) of the GCL, the transactions of any meeting of shareholders, however called and noticed, and wherever held, shall be as valid as though had at a meeting duly held after regular call and notice, if a quorum be present either in person or by proxy, and if, either before or after the meeting, each of the shareholders entitled to vote designated below signs a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof:

(a) Those not present in person or represented by proxy.

(b) Those who, although present, either object at the beginning of the meeting pursuant to Section 601, subdivision (e) of the GCL to the transaction of any business because the meeting has not been lawfully called or convened, or expressly object at the meeting to the consideration of matters not included in the notice which are legally required to be included therein.

All such waivers, consents, or approvals shall be filed with the Secretary of the corporation for insertion in the minute book of the corporation. Unless the Articles of Incorporation provide otherwise or the written waiver states otherwise, the written waiver of notice need not specify the business to be transacted at nor the purpose of any regular or special meeting of shareholders; provided, however, that the written waiver of notice of an annual or special meeting of shareholders shall include a statement of the general nature of each proposal, if any, to take action to approve (1) a contract or other transaction as described in Section 310 of the GCL, (2) amendments to the Articles of Incorporation pursuant to Section 902 of the GCL, (3) a reorganization pursuant to Section 1201 of the GCL, (4) a voluntary dissolution pursuant to Section 1900 of the GCL, or (5) a plan of distribution which is not in accordance with the liquidation rights of preferred shares, if any, pursuant to Section 2007 of the GCL; if such statement is not included in such written waiver of notice, then any shareholder approval at the meeting, other than unanimous approval of those entitled to vote, pursuant to the GCL sections set forth above shall be invalid.

#### Section 2.6 ACTION WITHOUT MEETING

2.6.1 Unless otherwise provided in the Articles of Incorporation of this corporation, any action which may be taken at any annual or special meeting of shareholders may be taken without a meeting, and without prior notice (except as provided in Section 2.6.2 of these Bylaws), if a consent in writing, setting forth the action so taken, is signed by the holders of the outstanding shares having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted; provided, however, that directors may not be elected by written consent except by unanimous written consent of all shares entitled to vote for the election of directors.

2.6.2 Unless the consents of all the shareholders entitled to vote have been solicited in writing:

(a) Notice of any shareholder approval of any contract or any transaction pursuant to Section 310 of the GCL, indemnification of an agent of the corporation

pursuant to Section 317 of the GCL, a reorganization pursuant to Section 1201 of the GCL, or a plan of distribution which is not in accordance with the liquidation rights of preferred shares, if any, pursuant to Section 2007 of the GCL, without a meeting by less than unanimous written consent shall be given at least ten days before consummation of the action authorized by such approval, and

(b) Prompt notice shall be given of the taking of any other corporate action approved by the shareholders without a meeting by less than unanimous written consent, to those shareholders entitled to vote who have not consented in writing. Such notice shall be given in the manner and shall be deemed to have been given at the time provided in Section 2.4 of these Bylaws.

2.6.3 Any shareholder giving a written consent, or the shareholder's proxyholders, or a transferee of the shares or a personal representative of the shareholder or their respective proxyholders, may revoke the consent by a writing received by the corporation prior to the time that written consents of the number of shares required to authorize the proposed action have been filed with the Secretary of the Corporation, but may not do so thereafter. Such revocation is effective upon its receipt by the Secretary of the Corporation.

#### Section 2.7 QUORUM

2.7.1 A majority of the shares entitled to vote, represented in person or by proxy, constitutes a quorum at a meeting of shareholders. Whenever under the GCL shares are disqualified from voting on any matter, they shall not be considered outstanding for the determination of a quorum at any meeting to act upon that matter.

2.7.2 The shareholders present at a duly called or held meeting at which a quorum is present may continue to transact business until adjournment notwithstanding the withdrawal of enough shareholders to leave less than a quorum, if any action taken (other than adjournment) is approved by at least a majority of the shares required to constitute a quorum.

2.7.3 In the absence of a quorum, any meeting of shareholders may be adjourned from time to time by the vote of the majority of the shares represented either in person or by proxy, but no other business may be transacted, except as provided in Section 2.6.2 of these Bylaws.

#### Section 2.8 VOTING RIGHTS - CUMULATIVE VOTING

2.8.1 Subject to the provisions of Sections 702, 703 and 704 of the GCL (relating to voting of shares held

by fiduciaries and other designated persons, held in the name of another corporation, or held in the names of two or more persons), only persons in whose names shares entitled to vote stand on the stock records of the corporation on the record date, as determined in accordance with Section 8.5, Article VIII of these Bylaws, shall be entitled to notice of and to vote at such meeting, notwithstanding any transfer of any shares on the books of the corporation after the record date (except as otherwise provided by agreement or the GCL).

2.8.2 Voting may be by voice or by ballot; provided, however, that all elections for directors must be by ballot if a shareholder so demands at the meeting and before the voting begins.

2.8.3 If a quorum is present, the affirmative vote of the majority of the shares represented at the meeting and entitled to vote on any matter shall be the act of the shareholders, unless the vote of a greater number or voting by classes is required by the GCL or the Articles of Incorporation of this corporation and except as provided in Section 2.7.2 of these Bylaws. Whenever under the GCL shares are disqualified from voting on any matter, they shall not be considered outstanding for the determination of the required vote to approve action upon that matter.

2.8.4 Subject to satisfaction of the requirements set forth in the immediately following sentence, every shareholder entitled to vote at any election of directors may cumulate such shareholder's votes and give one candidate a number of votes equal to the number of directors to be elected multiplied by the number of votes to which the shareholder's shares are entitled, or distribute the shareholder's votes on the same principle among as many candidates as the shareholder thinks fit. No shareholder shall be entitled to cumulate votes (i.e., cast for any one or more candidates a number of votes greater than the number of the shareholder's shares) unless such candidate or candidates' name have been placed in nomination prior to the voting and the shareholder has given notice at the meeting prior to the voting of the shareholder's intention to cumulate the shareholder's votes. If any one shareholder has given such notice, all shareholders may cumulate their votes for candidates in nomination.

2.8.5 In any election of directors, the candidates receiving the highest number of votes of shares entitled to be voted for them, up to the number of directors to be elected by such shares, are elected.

2.8.6 Except as otherwise provided hereinabove in this Section 2.8 and except as may be otherwise provided in

the Articles of Incorporation of this corporation, each outstanding share, regardless of class, shall be entitled to one vote on each matter submitted to a vote of shareholders.

#### Section 2.9 PROXIES

2.9.1 Every person entitled to vote or to execute consents may do so either in person or by a written proxy authorizing another person or persons to vote with respect to such shares. The proxy shall not be valid after the expiration of eleven (11) months from the date thereof unless otherwise provided in the proxy.

2.9.2 Every proxy continues in full force and effect until revoked by the person executing it prior to the vote pursuant thereto, except as otherwise provided in this Section 2.9. Such revocation may be effected by a writing delivered to the corporation stating that the proxy is revoked or by a subsequent proxy executed by, or by attendance at the meeting and voting in person by, the person executing the proxy. The dates contained on the forms of proxy presumptively determine the order of execution, regardless of the post-marked dates on the envelopes in which they are mailed. A proxy is not revoked by the death or incapacity of the maker unless, before the vote is counted, written notice of such death or incapacity is received by the corporation. A proxy may be made irrevocable for the period specified therein in accordance with and subject to the provisions of Section 705, subdivision (e) of the GCL.

2.9.3 A proxy may be revoked, notwithstanding a provision making it irrevocable, by a purchaser of shares without knowledge of the existence of the provision unless the existence of the proxy and its irrevocability appear on the certificate (in accordance with GCL Section 174) representing such shares.

#### Section 2.10 MANNER OF CONDUCTING MEETINGS

To the extent not in conflict with the provisions of the law relating thereto, the Articles of Incorporation, or express provisions of these Bylaws, meetings shall be conducted pursuant to such rules as may be adopted by the holders of a majority of the shares entitled to vote represented at the meeting.

### ARTICLE III

#### DIRECTORS

#### Section 3.1 POWERS

Subject to the provisions of the GCL and any limitations in the Articles of Incorporation relating to action required to be authorized or approved by the shareholders, the business and affairs of the corporation shall be managed and all corporate powers shall be exercised by or under the direction of the Board of Directors.

Section 3.2      AUTHORIZED NUMBER

The number of directors of this corporation shall be one (1) until changed by amendment of this Section 3.2. After the corporation has issued shares, the number of directors may be changed only by an amendment to this section duly adopted by the vote or written consent of holders of a majority of the outstanding shares entitled to vote; provided, however, that an amendment reducing the number of directors to a number less than five cannot be adopted if the votes cast against its adoption at a meeting or the shares not consenting in the case of action by written consent exceed 16-2/3 percent of the outstanding shares entitled to vote.

### Section 3.3 - ELECTION AND TENURE OF OFFICE

The directors shall be elected at the annual meeting of the shareholders. Each director, including a director elected to fill a vacancy, shall hold office until the next annual meeting and until a successor has been elected and qualified.

### Section 3.4 VACANCIES

3.4.1 Vacancies in the Board of Directors, except vacancies created by removal of directors, may be filled by a majority of the remaining directors, although less than a quorum, or by a sole remaining director.

3.4.2 The shareholders may at any time elect a director or directors to fill any vacancy or vacancies not filled by the directors and shall have the right, to the exclusion of the directors, to fill any vacancy or vacancies created by the removal of one or more directors. Any such election by written consent shall require the consent of holders of a majority of the outstanding shares entitled to vote.

3.4.3 A vacancy shall be deemed to exist on the Board of Directors whenever any authorized position of director is not filled by a duly elected director, whether caused by death, resignation, removal, change in the authorized number of directors (by the Board or the shareholders) or otherwise.

3.4.4 Any director may resign effective upon giving written notice to the Chairman of the Board, the President, the Secretary or the Board of Directors of the corporation, unless the notice specifies a later time for effectiveness of such resignation. If a resignation of a director is effective at a future time, a successor may be elected to take office when the resignation becomes effective.

3.4.5 No reduction of the number of directors shall have the effect of removing any director prior to the expiration of his term of office.

### Section 3.5 REMOVAL OF DIRECTORS

The Board of Directors may declare vacant the office of a director who has been declared of unsound mind by an order of court or convicted of a felony. Any or all of the directors may be removed from office without cause in the manner provided in Section 303(a) of the GCL.

### Section 3.6 PLACE OF MEETINGS

Meetings of the Board of Directors may be held at any place within or without the State of California which has



been stated in the notice of the meeting, or, if not stated in the notice or there is no notice, at the principal executive office of the corporation or at such other place as may be designated for directors' meetings from time to time by resolution of the Board of Directors.

Section 3.7 MEETINGS AFTER ANNUAL SHAREHOLDERS' MEETINGS

Immediately following each annual meeting of shareholders, the Board of Directors shall hold a regular meeting at the place where said annual meeting has been held or at such other place as shall be fixed by the Board of Directors, to elect directors and to transact other proper business. Call and notice of such regular meetings are hereby dispensed with.

Section 3.8 OTHER REGULAR MEETINGS

Regular meetings of the Board of Directors shall be held at such time and place as may be determined from time to time by the Board. No notice need be given of such regular meetings, except that notice shall be given to each director (as for a special meeting) of the resolution establishing a regular meeting date, which notice shall contain the date of the month, the time and the place of the regular meetings.

Section 3.9 SPECIAL MEETINGS - NOTICES

3.9.1 Special meetings of the Board of Directors for any purpose or purposes may be called at any time by the Chairman of the Board or the President or any Vice-President or the Secretary or any two directors.

3.9.2 Special meetings of the Board of Directors shall be held upon at least four (4) days' notice by mail or 48 hours' notice delivered personally or by telephone or telegraph. A notice need not specify the purpose of any meeting of the Board of Directors.

3.9.3 Notice by mail shall be deemed given at the time a written notice is deposited in the United States mails, first class postage prepaid, addressed to the director at his address as it is shown upon the records of the corporation, or, if it is not so shown on such records and is not readily ascertainable, at the principal executive office of the corporation. Notice by telegraph shall be deemed given when it is actually transmitted by the telegraph company. Notice by telephone shall be deemed given when it is communicated by telephone to the director or to a person at the office of the director who the person giving the notice has reason to believe will promptly communicate it to the director.

### Section 3.10 WAIVER OF NOTICE

Notice of a meeting need not be given to any director who signs a written waiver of notice, whether before or after the meeting, or who attends the meeting without protesting, prior thereto or at its commencement, the lack of notice to such director. No director who so protests shall be considered present at any such meeting. The transactions of any meeting of the Board of Directors, however called and noticed or wherever held, are as valid as though had at a meeting duly held after regular call and notice if a quorum is present, and if, either before or after the meeting, each of the directors not present (including each director who protested lack of notice) signs a written waiver of notice, a consent to holding the meeting or an approval of the minutes thereof. All such waivers, consents and approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

### Section 3.11 ACTION AT A MEETING

3.11.1 A majority of the authorized number of directors present in person constitutes a quorum of the Board of Directors for the transaction of business at a meeting. Members of the Board of Directors may participate in a meeting (and so participating shall be considered present in person) through use of conference telephone or similar communications equipment, so long as all members participating in such meeting can hear one another.

3.11.2 Every act or decision done or made by a majority of the directors present at a meeting duly held at which a quorum is present is the act of the Board of Directors, unless a greater number or the same number after disqualifying one or more directors from voting is required by law, by the Articles of Incorporation or by the Bylaws. A meeting at which a quorum is initially present may continue to transact business notwithstanding the withdrawal of directors, so long as any action taken is approved by at least a majority of the required quorum for such meeting.

### Section 3.12 ADJOURNMENT

A majority of the directors present at a meeting, whether or not a quorum is present, may adjourn the meeting to another time and place. If the meeting is adjourned for more than 24 hours, at least two (2) days' notice by mail or 24 hours' notice delivered personally or by telephone or telegraph, stating the time and place at which the meeting will reconvene, shall be given to each director who was not present at the time of the adjournment. Notice by mail, telephone or telegraph shall be deemed given as provided in Section 3.9.3.

### Section 3.13 ACTION BY UNANIMOUS WRITTEN CONSENT

Any action required or permitted to be taken by the Board of Directors may be taken without a meeting, if all of the members of the Board of Directors shall individually or collectively consent in writing to such action. Such written consent or consents shall be filed with the minutes of the proceedings of the Board of Directors. Such action by written consent shall have the same force and effect as a unanimous vote of such directors.

### Section 3.14 COMPENSATION

The directors may be paid their expenses of attending each meeting of the Board of Directors. In addition, the Board of Directors may from time to time, in its discretion, pay to directors a fixed sum for attendance at each meeting of the Board of Directors or may pay a stated fee for services as a director. No such payment shall preclude any director from serving the corporation in any other capacity and receiving compensation therefor. Members of special or standing committees may be allowed like reimbursement and compensation for attending committee meetings.

## ARTICLE IV

### OFFICERS

#### Section 4.1 OFFICERS

The officers of the corporation shall be a Chairman of the Board or a President or both, one or more Vice Presidents, a Secretary, a Chief Financial Officer and such other officers with such titles as shall be determined by the Board of Directors and with such duties as shall be delegated to them by the Board of Directors or any supervisory officer. Any number of offices may be held by the same person.

#### Section 4.2 ELECTION, REMOVAL AND RESIGNATION

Officers shall be chosen by the Board of Directors and shall serve and shall be subject to removal, with or without cause, at the pleasure of the Board of Directors, subject to the rights, if any, of officers under contracts of employment with the corporation. Any officer may resign at any time upon written notice to the corporation without prejudice to the rights, if any, of the corporation under any contract to which the officer is a party.

#### Section 4.3 CHAIRMAN OF THE BOARD

The Chairman of the Board, if there be such officer, shall, if present, preside at all meetings of the Board of

Directors and shall exercise and perform such other powers and duties as may be assigned from time to time to the Chairman of the Board by the Board of Directors. Whenever there is no President of the corporation, the Chairman of the Board shall have the powers and duties of the President.

#### Section 4.4. PRESIDENT

Subject to such supervisory powers, if any, as may be given by the Board of Directors to the Chairman of the Board, if there be such an officer, the President shall be the general manager and chief executive officer of the corporation and, subject to the control of the Board of Directors, shall supervise, direct and control the business and affairs of the corporation. He shall preside at all meetings of the shareholders and, provided the President is also a director, in the absence of the Chairman of the Board of if there be none, the President shall preside at all meetings of the Board of Directors. He shall have the general powers and duties of management usually vested in the office of president of a corporation and such other powers and duties as may be prescribed by the Board of Directors or the Bylaws.

#### Section 4.5 VICE PRESIDENT

In the absence or disability of the President and Chairman of the Board a Vice President designated by the Board of Directors shall perform all of the duties of the President, and when so acting shall have all the powers of and be subject to all the restrictions upon the President. The Vice President shall have such other powers and perform such other duties as from time to time may be prescribed for them respectively by the Board of Directors or by the Bylaws.

#### Section 4.6 SECRETARY AND ASSISTANT SECRETARIES

4.6.1 The Secretary shall attend all meetings of the Board of Directors and all meetings of the shareholders, shall record or cause to be recorded all votes and minutes of the Board of Directors, shall give notice of each meeting of the shareholders and Board of Directors requiring notice and shall perform such other duties as may be prescribed by the Board of Directors or the President. The Secretary shall keep in safe custody the seal of the corporation, and, when authorized by the Board of Directors, shall affix the same to any instrument.

4.6.3 In the absence or disability of the Secretary, the Assistant Secretary shall perform the duties and exercise the powers of the Secretary and shall perform such other duties as may be prescribed by the Board of Directors, the President or the Secretary.

#### Section 4.7 CHIEF AND SUBORDINATE FINANCIAL OFFICERS

4.7.1 The Chief Financial Officer shall keep and maintain or cause to be kept and maintained adequate and correct accounts of the properties and business transactions of the corporation, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, capital and retained earnings. The books of account shall be open to inspection by all directors at all reasonable times. The Chief Financial Officer shall deposit or cause to be deposited all moneys and other valuables in the name and to the credit of the corporation with such depositories as may be designated by the Board of Directors. The Chief Financial Officer shall disburse or cause to be disbursed the funds of the corporation as may be ordered by the Board of Directors. The Chief Financial Officer shall supervise the subordinate financial officers.

4.7.2 The subordinate financial officers, which may be a Treasurer, a Controller and one or more Assistant Treasurers and Assistant Controllers, shall perform such duties and exercise such powers as shall be delegated to them by the Board of Directors or the Chief Financial Officer.

#### Section 4.8 ADDITIONAL POWERS

In addition to the foregoing powers and duties specifically prescribed for the respective officers, the Board of Directors may from time to time impose or confer upon any of the officers such additional duties and powers as the Board of Directors may see fit, and the Board of Directors may from time to time impose or confer any or all of the foregoing duties and powers specifically prescribed for any officer upon any other officer or officers.

#### Section 4.9 COMPENSATION

The officers of this corporation shall receive such compensation as shall be fixed from time to time by the Board of Directors, except that the Board of Directors may delegate to any officer or officers the power to fix the compensation of any other officer or officers. No officer shall be prevented from receiving compensation by reason of the fact that the officer is also a director of the corporation.

### ARTICLE V

#### COMMITTEES

#### Section 5.1 AUTHORIZATION

By resolution adopted by a majority of the authorized number of directors, the Board of Directors may

designate one or more committees, each consisting of two or more directors, to serve at the pleasure of the Board of Directors. The Board of Directors may designate one or more directors as alternate members of a committee, who may replace any absent member at any meeting of the committee.

#### Section 5.2 POWERS

Subject to the provisions of the GCL and any limitations contained in the Articles of Incorporation or Bylaws, each such committee shall have such authority as shall be delegated to it by resolution of the Board of Directors. The foregoing notwithstanding, no committee or committees, singly or in the aggregate, shall have any authority with respect to:

(a) the approval of any action for which the GCL or the Articles of Incorporation also require shareholder approval;

(b) the filling of vacancies on the Board of Directors or on any committee;

(c) the fixing of compensation of the directors for serving on the Board of Directors or on any committee;

(d) the amendment or repeal of Bylaws or the adoption of new Bylaws;

(e) the amendment or repeal of any resolution of the Board of Directors;

(f) any distribution to the shareholders of the corporation; or

(g) the appointment of other committees of the Board of Directors or other members thereof.

#### Section 5.3 PROCEDURES

The provisions of sections 3.8 through 3.13 of these Bylaws shall apply to meetings of each committee, substituting the word "committee" wherever the words "Board of Directors" appear, unless the context requires otherwise. Subject to the foregoing, the procedures for notice and conduct of meetings of each committee shall be as prescribed by the Board of Directors, or, in the absence of prescription by the Board of Directors, as prescribed by the committee.

## ARTICLE VI

### CORPORATE RECORDS AND REPORTS - INSPECTION

#### Section 6.1 RECORDS

The corporation shall keep (1) adequate and correct books and records of account, (2) minutes of the proceedings of its shareholders, Board of Directors and committees of the Board, and (3) a record of its shareholders, at its principal executive office, or at the office of its transfer agent or registrar, giving the names and addresses of all shareholders and the number and class of shares held by each. Minutes shall be kept in written form. All other books shall be kept either in written form or in any other form capable of being converted into written form.

#### Section 6.2 INSPECTION OF BOOKS AND RECORDS

6.2.1 The record of shareholders, the accounting books and records, and the minutes of proceedings of the shareholders and the Board of Directors and committees of the Board of this corporation and of each subsidiary of this corporation shall be open to inspection upon the written demand on the corporation of any shareholder or holder of a voting trust certificate at any reasonable time during usual business hours, for a purpose reasonably related to such holder's interest as a shareholder or as the holder of such voting trust certificate. The right of inspection includes the right to copy. Such inspection by a shareholder or holder of a voting trust certificate may be made in person or by agent or attorney.

6.2.2 A shareholder or shareholders holding at least five percent (5%) in the aggregate of the outstanding voting shares of the corporation or who hold at least one percent (1%) of such voting shares and have filed a Schedule 14B with the United States Securities and Exchange Commission relating to the election of directors of the corporation shall have an absolute right to do either or both of the following (either in person or by agent or attorney): (a) inspect and copy the record of shareholders' names and addresses and shareholdings during the usual business hours upon five (5) business days' prior written demand upon the corporation, or (b) obtain from the transfer agent for the corporation, upon five (5) business days' prior written demand and upon the tender of its usual charges for such a list (the amount of which charges shall be stated to the shareholder by the transfer agent upon request), a list of the shareholders' names and addresses who are entitled to vote for the election of directors, and their shareholdings, as of the most recent record date for which it has been compiled or as of a date specified by the shareholder subsequent to the date of demand.

6.2.3 Every director of the corporation shall have the absolute right at any reasonable time to inspect and copy all books, records and documents of every kind and to inspect the physical properties of the corporation and any of its subsidiary corporations. Such inspection by a director may be made in person or by agent or attorney, and the right of inspection includes the right to copy and make extracts.

#### Section 6.3 INSPECTION OF BYLAWS

The corporation shall keep at its principal executive office in California, or if its principal executive office is not in California at its principal business office in California, the original or a copy of these Bylaws as amended to date, which shall be open to inspection by the shareholders at all reasonable times during office hours. If the principal executive office of the corporation is outside California and the corporation has no principal business office in California, the corporation shall upon the written request of any shareholder furnish to such shareholder a copy of these Bylaws as amended to date.

#### Section 6.4 CHECKS, DRAFTS, ETC.

All checks, drafts, or other orders for payment of money, notes, or other evidences of indebtedness, issued in the name of, or payable to, the corporation, shall be signed or endorsed by such person or persons, and in such manner as shall be determined from time to time by resolution of the Board of Directors.

#### Section 6.5 ANNUAL AND OTHER REPORTS

6.5.1 The Board of Directors shall cause an annual report to be sent to the shareholders of this corporation not later than one hundred and twenty (120) days after the close of this corporation's fiscal year in accordance with the provisions of Section 1501 of the GCL.

6.5.2 A shareholder or shareholders holding at least five percent (5%) of the outstanding shares of any class of this corporation may make a written request to the corporation for an income statement of the corporation for the three-months, six-months or nine-months period of the current fiscal year ended more than thirty (30) days prior to the date of the request and a balance sheet of the corporation as of the end of such period and, in addition, if no annual report for the last fiscal year has been sent to the shareholders, the statements required by Section 1501, subdivision (a) of the GCL for the last fiscal year. Such statement shall be delivered or mailed to the person making the request within thirty (30) days thereafter. A copy of such statements shall be kept on



file in the principal executive office of the corporation for twelve (12) months, and they shall be exhibited at all reasonable times to any shareholder demanding an examination of them or a copy shall be mailed to such shareholder.

6.5.3 The corporation shall, upon the written request of any shareholder, mail to the shareholder a copy of the last annual, semi-annual or quarterly income statement which it has prepared and a balance sheet as of the end of the period.

6.5.4 The quarterly income statements and balance sheets referred to in Sections 6.5.2 and 6.5.3 shall be accompanied by the report thereon, if any, of any independent accountants engaged by the corporation or the certificate of an authorized officer of the corporation that such financial statements were prepared without audit from the books and records of the corporation.

## ARTICLE VII

### OTHER AUTHORIZATIONS

#### Section 7.1 EXECUTION OF CONTRACTS

The Board of Directors, except as in these Bylaws otherwise provided, may authorize any officer or officers or agent or agents to enter into any contract or execute any instrument in the name of and on behalf of the corporation. Such authority may be general, or confined to specific instances. Unless so authorized by the Board of Directors, no officer, agent, or employee shall have any power or authority to bind the corporation by any contract or engagement or to pledge its credit, or to render it liable for any purpose or in any amount; provided, however, that nothing contained in this Section 7.1 shall be construed to prevent any officer of the corporation from performing his regular duties in the ordinary course of business pursuant to the authority granted to said officer by Article IV of these Bylaws.

#### Section 7.2 REPRESENTATION OF SHARES OF OTHER CORPORATIONS

All shares of any other corporation standing in the name of this corporation shall be voted, represented, and all rights incidental thereto exercised as directed by written consent or resolution of the Board of Directors expressly referring thereto. In general, such rights shall be delegated by the Board of Directors, under express instructions from time to time as to each exercise thereof, to the President, or any vice president, and the Secretary or any assistant secretary of this corporation, or any other person expressly appointed by the Board of Directors. Such authority

may be exercised by the designated officers in person, or by any other person authorized so to do by proxy, or power of attorney, duly executed by such officers.

#### Section 7.3 DIVIDENDS

The Board of Directors may from time to time declare, and the corporation may pay, dividends on its outstanding shares in the manner and on the terms and conditions provided by law and the Articles of Incorporation, subject to any contractual restrictions to which the corporation is then subject.

### ARTICLE VIII

#### STOCK CERTIFICATES AND TRANSFER OF SHARES

#### Section 8.1 STOCK CERTIFICATES

8.1.1 Certificates representing shares of stock in the corporation shall be in such form as may be required by law and as may be designated by the Board of Directors, shall be numbered and registered as they are issued and shall set forth: The name of the record holder of the shares represented thereby; the certificate number and its date of issuance; the number of shares for which it is issued; and any statement, summary or legend authorized by the Board of Directors or required to or which, in the exercise of sound business judgment, should be stated thereon pursuant to (a) any agreement to which the corporation is a party or (b) any provision of law, including but not limited to the federal securities laws, the California Corporate Securities Law of 1968, as amended, and Section 417 or Section 418 or any other section of the GCL.

8.1.2 Every stock certificate must be signed in the name of the corporation by the Chairman of the Board or the President or a Vice President and by the Chief Financial Officer or the Secretary or any Assistant Secretary. Any or all of the signatures on the certificate may be by facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the corporation or any transfer agent with the same effect as if such person were an officer, transfer agent or registrar at the date of issue.

#### Section 8.2 TRANSFER ON THE BOOKS

Upon (a) the surrender to the Secretary or transfer agent of the corporation of a certificate representing shares

of stock in the corporation, duly endorsed or accompanied by proper evidence of succession, assignment or authority to transfer, and (b) delivery to the corporation of evidence sufficient to indicate that the transfer of such shares would not be in violation of the Articles of Incorporation or Bylaws of the corporation, or any legend appearing on said certificates, or any applicable law, it shall be the duty of the corporation to issue a new certificate to the person entitled thereto, cancel the old certificate and record the transaction upon its books.

#### Section 8.3 LOST OR DESTROYED CERTIFICATES

The Board of Directors or any officer designated by the Board of Directors may direct a new certificate or certificates to be issued in place of any certificate or certificates theretofore issued by the corporation alleged to have been lost or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate for shares so lost or destroyed. When authorizing such issue of a new certificate or certificates, the Board of Directors or such officer, as a condition precedent to the issuance thereof, may require the person claiming such lost or destroyed certificate or certificates to give the corporation a bond or other adequate security sufficient to indemnify it against any claim that may be made against it, including any expense or liability, on account of the alleged loss, theft or destruction of any such certificate or the issuance of such new certificate.

#### Section 8.4 TRANSFER AGENTS AND REGISTRARS

The Board of Directors may appoint one or more transfer agents or transfer clerks, and one or more registrars, who may be the same person, and may be the Secretary of the corporation, or an incorporated bank or trust company, either domestic or foreign, who shall be appointed at such times and places as the requirements of the corporation may necessitate and the Board of Directors may designate.

#### Section 8.5 FIXING RECORD DATE FOR ACTIONS WITH RESPECT TO SHAREHOLDERS

8.5.1 The Board of Directors may fix, in advance, a record date for the determination of shareholders entitled to notice of and to vote at any meeting of shareholders, or entitled to give written consent to corporate action without a meeting, or to receive payment of any dividend or other distribution, or to receive an allotment of any rights, or to receive any report or statements, or to exercise any rights in respect to any change, conversion or exchange of shares, or to exercise any rights in respect of any other lawful action. Said record date so fixed shall not be more than sixty (60) nor less than ten (10) days prior to the date of such meeting or more than sixty (60) days prior to any other action.

8.5.2 If no record date is fixed by the Board of Directors, then:

(a) The record date for determining shareholders entitled to notice of or to vote at a meeting of shareholders shall be at the close of business on the business day next preceding the day on which notice is given or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held.

(b) The record date for determining shareholders entitled to give consent to corporate action in writing without a meeting, when no prior action by the Board of Directors is necessary, shall be the day on which the first written consent is given.

(c) The record date for determining shareholders for any other purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating thereto, or the sixtieth (60th) day prior to the date of such other action, whichever is later.

#### Section 8.6 RECORD OWNERSHIP

The corporation shall be entitled to recognize the exclusive right of a person registered as such on the books of the corporation as the owner of shares of the corporation's stock to receive notices and reports, to receive dividends and other distributions, to vote and give written consents as such owner, and to exercise any rights in respect of any other lawful action, and shall not be bound to recognize any equitable or other claim to or interest in such shares on the part of any other person, whether or not the corporation shall have express or other notice thereof, except as otherwise provided by law.

#### ARTICLE IX

##### CORPORATE SEAL

The corporate seal shall be circular in form, and shall have inscribed thereon the name of the corporation, the date of its incorporation, and the word "California."

#### ARTICLE X

##### AMENDMENTS TO BYLAWS

#### Section 10.1 BY SHAREHOLDERS

New Bylaws may be adopted, or these Bylaws may be repealed or amended by the affirmative vote or written

consent of the holders of a majority of the outstanding shares entitled to vote, except as otherwise provided by law or by the Articles of Incorporation.

#### Section 10.2 BY DIRECTORS

Subject to the right of the shareholders to adopt, amend or repeal Bylaws, as provided in Section 10.1, and subject to the provisions of Section 3.2, the Board of Directors may amend or repeal these Bylaws or may adopt new Bylaws.

#### Section 10.3 RECORD OF AMENDMENTS

Whenever an amendment or new Bylaw is adopted, it shall be copied in the book of minutes with the original Bylaws. If any Bylaw is repealed, the fact of repeal, with the date of the meeting at which the repeal was enacted or written consent was filed, shall be stated in said book.

### ARTICLE XI

#### INTERPRETATION

Reference in these Bylaws to any provision of the GCL shall be deemed to include all amendments thereof.

### ARTICLE XII

#### INDEMNIFICATION OF DIRECTORS, OFFICERS, EMPLOYEES AND OTHER AGENTS

#### Section 12.1 INDEMNIFICATION OF DIRECTORS AND OFFICERS

The corporation, to the maximum extent permitted by the GCL, shall indemnify each of its directors and officers against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with any proceeding arising by reason of the fact that any such person is or was a director or officer of the corporation and shall advance to such director or officer expenses incurred in defending any such proceeding, to the maximum extent permitted by such law. For purposes of this section, a "director" or "officer" of the corporation includes any person who is or was a director or officer of the corporation or is or was serving at the request of the corporation as a director or officer of another corporation or other enterprise or was a director or officer of a corporation which was a predecessor corporation of the corporation or of another enterprise at the request of such predecessor corporation.

Section 12.2 OTHER AGENTS

The Board of Directors in its discretion may provide for indemnification of or advance of expenses to other agents of the corporation and likewise may refuse to provide for such indemnification or advance of expenses except to the extent such indemnification is mandatory under the GCL.

CERTIFICATE OF SECRETARY

This is to certify that I am the duly elected, qualified and acting Secretary of MICHAEL JACKSON PRODUCTIONS, INC. and that the above and foregoing Bylaws, constituting a true original copy, were duly adopted as the Bylaws of said corporation on November 30, 1979 by the director of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand.

Dated: November 30, 1979.

---

MICHAEL JACKSON

# **EXHIBIT 3**



ACTION BY SOLE DIRECTOR OF  
MICHAEL JACKSON PRODUCTIONS, INC.

A California Corporation

November 30, 1979  
10:00 a.m.

The incorporator of this corporation, James Schoenfield, met on the above date and at the above time with Michael Jackson. As the incorporator, Mr. Schoenfield requested that Michael Jackson serve as the sole director so that the Board of Directors would consist of only one member. Thereupon, Michael Jackson was nominated and elected to the Board.

The undersigned, being the sole director of the corporation, took the following actions, and adopted the following resolutions, on the above date.

ELECTION OF OFFICERS

The following persons were elected to the offices indicated:

President	-	Michael Jackson
Secretary	-	Michael Jackson
Treasurer	-	Michael Mesnick

LOCATION OF PRINCIPAL EXECUTIVE OFFICE  
AND AGENT FOR SERVICE OF PROCESS

The Director stated that the Articles of Incorporation were filed in the office of the California Secretary of State on October 30, 1979. The Director presented a certified copy of the Articles of Incorporation for

insertion in the minute book of the corporation by the secretary. The following resolutions then were adopted:

RESOLVED, that Michael Jackson, named as the initial agent for service of process in the Articles of Incorporation of this corporation, is hereby confirmed as this corporation's agent for the purpose of service of process.

RESOLVED FURTHER, that the location of the principal executive office of the corporation is 9100 Wilshire Boulevard, Suite 440, Beverly Hills, California 90210.

#### BYLAWS

A form of Bylaws for the regulation of the affairs of the corporation was next adopted by the Director upon the following recitals and resolutions

WHEREAS, the shareholder of this corporation has not as yet adopted any Bylaws for the regulation of its affairs; and

WHEREAS, the Director has considered a form of Bylaws for the regulation of the affairs of this corporation; and

WHEREAS, it is deemed to be to the best interests of said corporation and its shareholder that said Bylaws be adopted by the Director as and for the Bylaws of this Corporation;

NOW, THEREFORE, BE IT RESOLVED, that said Bylaws be and the same hereby are adopted as and for the Bylaws of this corporation.

RESOLVED FURTHER, that the Secretary of this corporation be and is authorized and directed to execute a certificate of the adoption of said Bylaws and to insert said Bylaws as so certified in the minute book of this corporation and to see that a copy of said Bylaws, similarly certified, is kept at the principal office for the transaction of business of this corporation, in accordance with Section 213 of the California General Corporation Law.

#### CORPORATE SEAL

A form of corporate seal was adopted pursuant to the following resolution:

RESOLVED, that a corporate seal is adopted as the seal of this corporation in the form of two concentric circles, with the name of the corporation between the two circles and the date and state of incorporation within the inner circle.

#### STOCK CERTIFICATE

A form of stock certificate was adopted for use by the corporation, and the following resolution unanimously was adopted:

RESOLVED, that the form of stock certificate presented to this meeting is approved and adopted as the stock certificate of this corporation.

The Secretary was instructed to insert a sample copy of the stock certificate in the minute book immediately following these minutes.

#### PAYMENT OF EXPENSES

In order to provide for the payment of the expenses of the incorporation and organization of the corporation, the following resolution unanimously was adopted:

RESOLVED, that each of the officers of this corporation is authorized and directed to cause this corporation to pay the expenses of its incorporation and organization, including but not limited to, reimbursement to Michael Jackson of expenses incurred with respect to the organization of this corporation and/or expenses incurred prior to its formation but with respect to expenses incurred in organizing and proceeding forward with the development of its business activities.

#### BANK RESOLUTIONS

To provide for the deposit of the funds of the corporation and to authorize certain officers to deal therewith, the following resolutions were adopted:

RESOLVED, that the any officer of this corporation is hereby authorized:

(a) To designate one or more banks, trust companies or other similar institutions as depositories of the funds, including without limitation, cash and cash equivalents, of this corporation;

(b) To open, keep and close general and special bank accounts, including general deposit accounts, payroll accounts and working fund accounts, with any such depository;

(c) To cause to be deposited in such accounts with any such depository, from time to time, such funds, including without limitation, cash and cash equivalents, of this corporation as such officers deem necessary or advisable, and to designate or charge the designation of the officer or officers and agent or agents of this corporation who will be authorized to make such deposits and to endorse checks, drafts or other instruments for such deposit;

(d) To authorize the use of facsimile signatures for the signing or countersigning of checks, drafts or other orders for the payment of money, and to enter into such agreements as banks and trust companies customarily require as a condition for permitting the use of facsimile signatures;

(e) To make such general and special rules and regulations with respect to such accounts as they may deem necessary or advisable; and

(f) To complete, execute and/or certify any customary printed blank signature card forms in order conveniently to exercise the authority granted by this resolution and any resolutions printed thereon shall be deemed adopted as a part hereof.

RESOLVED FURTHER, that all form resolutions required by any such depository as presented to this meeting are hereby adopted in such form utilized by the depository, and the Secretary of this corporation is hereby authorized to certify such resolutions as having been adopted at this meeting and is directed to insert the form of such resolutions in the minute book immediately following the minutes of this meeting.

RESOLVED FURTHER, that any such depository to which a copy of these resolutions certified by the Secretary or an Assistant Secretary of this corporation shall have been delivered shall be entitled to rely thereon for all purposes until it shall have received written notice of the revocation or amendment of these resolutions by the Board of Directors of this corporation.

#### ESTABLISHMENT OF FISCAL YEAR

The following resolution was adopted with respect to the corporation's fiscal year:

RESOLVED, that the fiscal year of this corporation for tax and accounting purposes shall end on \_\_\_\_\_ of each year.

#### APPOINTMENT OF ACCOUNTANT

The following resolution appointing an accountant for the corporation was adopted:

RESOLVED, that this corporation hereby appoints \_\_\_\_\_ to serve at the pleasure of the Board of Directors of this corporation to assist the corporation in establishing its books of account, to prepare unaudited financial statements as requested and otherwise to advise this corporation in connection with accounting matters.

#### ISSUANCE OF STOCK

The following recitals and resolutions were adopted relating to issuing shares of capital stock of this corporation:

WHEREAS, it is deemed to be in the best interests of this corporation to issue and sell 1000 shares of its capital stock to the persons in the amounts and for the consideration set forth below:

<u>Name</u>	<u>Number of Shares</u>
Michael Jackson	1,000

NOW, THEREFORE, BE IT RESOLVED, that each of the officers of this corporation is authorized and directed to issue and sell 1000 shares of common stock of this corporation at \$1.00 per share to the persons and in the amounts set forth above, in consideration of one thousand dollars (\$1,000).

RESOLVED FURTHER, that all such shares of stock shall be evidenced by a certificate or certificates which shall have placed prominently thereon a legend in accordance with the provisions of Section 25102(h) of the California Corporate Securities Law of 1968; and

RESOLVED FURTHER, that each of the officers of this corporation is authorized and directed to prepare and file, or cause to be prepared and filed, an appropriate Notice of Issuance of Securities, not later than ten business days after receipt of consideration for the shares of stock, pursuant to Section 25102(h) of the California Corporate Securities Law of 1968; and

RESOLVED FURTHER, that the shares of common stock issued and sold by the corporation pursuant to the foregoing resolutions, when the purchase price therefor shall have been received by this corporation shall be duly and validly issued, fully paid, and nonassessable shares and that the consideration received therefor shall be credited to appropriate capital accounts of this corporation; and

RESOLVED FURTHER, that each of the officers of this corporation is authorized, directed and empowered on behalf of this corporation and in its name to execute any applications, certificates, agreements, or any other instruments or documents or amendments or supplements

thereto, or to do and to cause to be done any and all other acts and things as such officers may in their discretion deem necessary or appropriate to carry out the purposes of the foregoing resolutions.

#### SECTION 1244 PLAN

In order for the shareholders of the corporation to receive the benefits of Section 1244 of the Internal Revenue Code of 1954, as amended, under which persons who purchase stock of the corporation may obtain an ordinary loss deduction under certain circumstances in the event they subsequently sell their stock at a loss or if their stock becomes worthless, the following recitals and resolutions were adopted:

WHEREAS, it is deemed advisable that the offer of sale and issuance of shares of the stock of this corporation be effectuated in such a manner that qualified shareholders may receive the benefits of Section 1244 of the Internal Revenue Code of 1954, as amended; and

WHEREAS, there is not now outstanding any offering of this corporation to sell or issue any other stock; and

WHEREAS, this corporation is a small business corporation, as defined in Section 1244(c)(2) of said Code;

NOW, THEREFORE, BE IT RESOLVED, that pursuant to the provisions of Section 1244 of said Code, this corporation hereby adopts the following plan to issue "Section 1244 stock" to be issued by this corporation solely for money or other property (other than stock or securities):

Subject to compliance with applicable laws relating to the issuance of securities, this corporation hereby offers to issue and sell a maximum of 1000 shares of its shares of common stock, for an aggregate dollar amount of \$1,000.00 in cash or other property (other than

stock or securities). For the purpose of the preceding sentence, the dollar amount of any other property received by this corporation for said common stock shall be the adjusted basis of said property as of the time it is received by this corporation in the hands of the transferor under the federal tax laws, reduced by any liability to which the property is subject or which the corporation assumes at the time of transfer. This offer shall expire and the common stock to be issued pursuant to this Plan shall be issued in any event, within two years from the date of adoption of this Plan or on the date when this corporation shall make a subsequent offering of any stock, whichever shall first occur;

RESOLVED FURTHER, that the foregoing resolutions constitute a written plan of offering pursuant to Section 1244 of the Internal Revenue Code of 1954, as amended, for the issuance of said maximum number of shares of the common stock of this corporation upon the terms and conditions herein provided, and each of the shares of common stock to be issued pursuant hereto shall be issued pursuant to such Plan for the purpose of qualifying said shares of common stock as "Section 1244 stock";

RESOLVED FURTHER, that each of the officers of this corporation is authorized, directed and empowered on behalf of this corporation and in its name to execute any applications, certificates, agreements or any other instruments or documents or amendments or supplements thereto, or to do and to cause to be done any and all other acts or things as such officers may in their discretion deem necessary or appropriate to carry out the purposes of the foregoing resolutions.

#### AMORTIZATION OF ORGANIZATIONAL EXPENSES

The following resolutions were adopted with respect to the amortization of organizational expenses of the corporation:

WHEREAS, Section 248 of the Internal Revenue Code of 1954, as amended, authorizes an election to amortize organizational expendi-



tures ratably over a period of sixty months or longer; and

WHEREAS, the corporation has expended considerable sums in defraying the organizational expenses of the corporation;

NOW THEREFORE, BE IT RESOLVED, that beginning with the month in which the corporation begins business, the corporation adopts a system of amortizing organizational expenditures ratably over a period of sixty months in accordance with Section 248 of the Internal Revenue Code.

#### MEDICAL EXPENSE REIMBURSEMENT PLAN

In order to encourage medical check-ups and full and complete medical care for the welfare of employees and their dependents, and to relieve them of the worry regarding their own health care and expenses and the health care and expenses of their dependents while concentrating on the affairs of the corporation, the following resolutions were adopted:

WHEREAS, the continued good health of the company's employees and their respective spouses and dependents is vital to the success of the company;

NOW THEREFORE, BE IT RESOLVED, that this corporation hereby establishes a Medical Expense Reimbursement Plan pursuant to Section 105(b) of the Internal Revenue Code of 1954, as amended, covering medical expenses in excess of refunds or reimbursements by or under any other health plan or insurance which may be carried either by this company, the employee and his or her spouse and dependents;

RESOLVED FURTHER, that effective this date and until termination of the Medical Expense Reimbursement Plan hereby established, this company shall, in return for services rendered to this company by employees, reimburse at least annually all employees for all medical

and dental expenses for each group composed of an employee, his or her spouse and dependents. The general classes of covered expenses under this Plan are all:

1. Hospitalization
2. Physician and dentist services
3. Nursing care
4. Drugs and prescriptions
5. Medical related transportation
6. Psychiatric care
7. Ophthalmology and optometry services
8. Prenatal and maternity services
9. Premiums for health plans or other insurance maintained by the company or the employee and/or his or her spouse or dependents

Included in the foregoing, but not by way of limitation, are all hospital expenses, both room and board and special hospital services; orthodontia; surgical; diagnostic x-rays; infant care in hospital; rental of iron lung or other equipment for therapeutic use, in or out of hospital; artificial limbs or other prosthetic appliances; diagnostic laboratory procedures; drugs and medicine requiring prescriptions; oxygen; anesthesia; blood and plasma; x-ray and radium treatments; local professional ambulance services; eye glasses, hearing aids and examination thereof; and the like.

RESOLVED FURTHER, that the amounts paid by this company pursuant to the plan shall be made for medical care expenses incurred after the employee was informed of the establishment of this Medical Expense Reimbursement Plan;

RESOLVED FURTHER, that the employees shall, upon request, supply documentation as to the amounts paid by said employees for medical expenses prior to reimbursements;

RESOLVED FURTHER, that the President of the company is hereby authorized and directed to inform the employees of the company of the adoption of this Medical Expense Reimbursement Plan and the terms thereof;

RESOLVED FURTHER, that this plan shall not benefit an employee, his or her spouse or dependents with respect to medical expenses incurred after the termination of the employment of said employee. The

entire plan may be terminated at any time by the Board of Directors of this company and such termination shall be effective as to medical expenses incurred after ten days following posting in a conspicuous place of Notice of Termination or delivering or mailing of such Notice to employees at addresses appearing for them on this company's books.

#### OTHER FILINGS

The following resolution was adopted:

RESOLVED, that each of the officers of this corporation is authorized and directed to make such filings and applications, including without limitation, the statement required by Section 1502 of the California General Corporation Law, to execute and deliver such documents and instruments and to do such acts and things as such officer deems necessary in order to obtain such licenses, authorizations and permits as are necessary or desirable for the corporation's business, to fulfill such legal requirements as are applicable or to complete the organization of this corporation.

Signed as of the date above written.

MICHAEL JACKSON, Sole Director  
of the corporation

TO MICHAEL JACKSON PRODUCTIONS, INC.:

I have been informed of my appointment as Treasurer of this Corporation and have read the minutes of action by sole director of this corporation, wherein my appointment is recorded. I hereby accept my appointment as Treasurer of this corporation.

Dated: November 30, 1979.

MICHAEL MESNICK

# **EXHIBIT 4**

944110

A259678

CERTIFICATE OF AMENDMENT  
OF  
ARTICLES OF INCORPORATION  
OF  
MICHAEL JACKSON PRODUCTIONS, INC.

FILED  
In the office of the Secretary of State  
of the State of California

DEC 31 1982

MARCH FONG EU, Secretary of State,  
Deputy

Michael Jackson and John G. Branca certify that:

1. They are the President and Secretary, respectively, of MICHAEL JACKSON PRODUCTIONS, INC., a California corporation.
2. Article I of the articles of incorporation of this corporation is amended to read as follows:  
  
"The name of this corporation is: MJJ PRODUCTIONS, INC."
3. The foregoing amendment of articles of incorporation has been duly approved by the required vote of shareholders in accordance with Section 902 of the Corporations Code. The total number of outstanding shares of the corporation is one thousand (1,000). The number of shares voting in favor of the amendment equaled or exceeded the vote required. The percentage vote required was more than 50%.
4. The foregoing amendment of articles of incorporation has been duly approved by the Board of Directors in accordance with Section 905(b) of the Corporations Code.

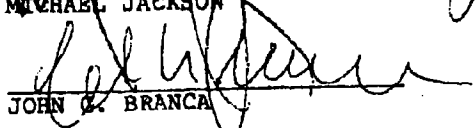
MICHAEL JACKSON, President

JOHN G. BRANCA, Secretary

The undersigned declare under penalty of perjury  
that the matters set forth in the foregoing certificate are  
true of their own knowledge.

Executed at Los Angeles, California on the 23rd day of  
November, 1982.

  
MICHAEL JACKSON

  
JOHN C. BRANCA

-2-

KWL23Jackson (1-2)

CONFIDENTIAL

EEMJJ000196

# **EXHIBIT 5**



WRITTEN CONSENT OF SHAREHOLDER

OF

MJJ PRODUCTIONS, INC.  
a California corporation

Pursuant to the provisions of Section 603(a) of the California Corporations Code, the undersigned, being the sole Shareholder of MJJ Productions, Inc., a California corporation (the "Corporation"), does hereby dispense with the formality of a meeting and hereby adopts the following resolutions:

1. AMENDMENT OF BYLAWS.

RESOLVED, that Article III, Section 3.2, of the Corporation's Bylaws be amended to increase the authorized number of Directors of the Corporation to four (4).

2. ELECTION OF ADDITIONAL DIRECTORS.

WHEREAS, there is presently one (1) Director of the Corporation and the Corporation's Bylaws have been amended to increase the number of authorized Directors to four (4); and

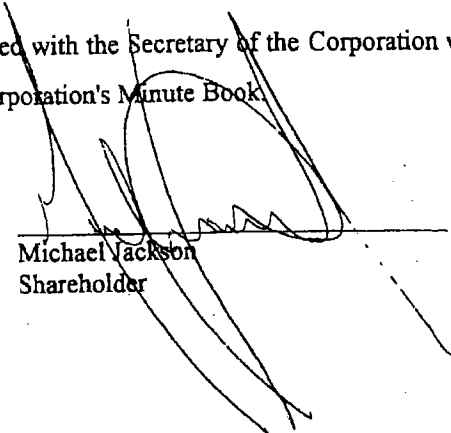
WHEREAS, it has been determined to be in the best interests of the Corporation to elect additional Directors;

NOW, THEREFORE, BE IT RESOLVED, that the following persons be, and hereby are, elected as Directors of the Corporation, effective as of June 1, 1994, to serve until the next Annual Meeting of Shareholders or until their successors are elected and qualified:

John G. Branca  
Sandy Gallin  
Marshall M. Gelfand

This Written Consent shall be filed with the Secretary of the Corporation who is hereby requested to insert it in the Corporation's Minute Book.

Dated as of June 1, 1994.



Michael Jackson  
Shareholder

WRITTEN CONSENT OF DIRECTOR

OF

MJJ PRODUCTIONS, INC.  
a California corporation

Pursuant to the provisions of Section 307 of the California Corporations Code, the undersigned, being the sole Director of MJJ Productions, Inc., a California corporation (the "Corporation"), does hereby dispense with the formality of a meeting and hereby adopts the following resolutions:

1. AMENDMENT OF BYLAWS.

RESOLVED, that Article III, Section 3.2, of the Corporation's Bylaws be amended to increase the authorized number of Directors of the Corporation to four (4).

2. REMOVAL OF BERTRAM FIELDS AS  
AGENT FOR SERVICE OF PROCESS.

RESOLVED, that Bertram Fields be, and hereby is, removed as the Corporation's Agent For Service of Process, effective as of the close of business May 31, 1994.

3. APPOINTMENT OF MARSHALL M. GELFAND AS  
AGENT FOR SERVICE OF PROCESS.

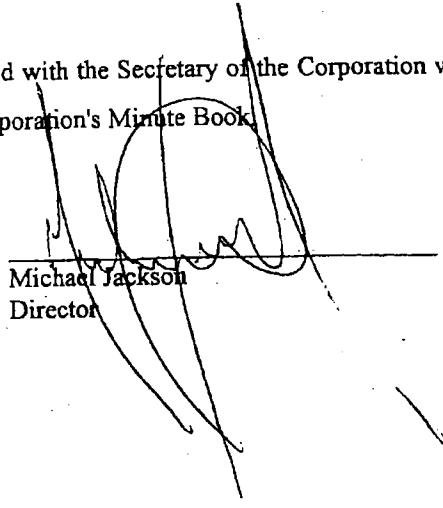
WHEREAS, the California Secretary of State requires that all California corporations appoint an agent for service of process; and

WHEREAS, the office of Agent For Service of Process of the Corporation is currently vacant;

NOW, THEREFORE, BE IT RESOLVED, that Marshall M. Gelfand, 1880 Century Park East, Suite 900, Los Angeles, California 90067, be, and hereby is, appointed as the Corporation's Agent For Service of Process, effective as of June 1, 1994.

This Written Consent shall be filed with the Secretary of the Corporation who is hereby requested to insert it in the Corporation's Minute Book.

Dated as of June 1, 1994.



Michael Jackson  
Director

# **EXHIBIT 6**

1572673

ARTICLES OF INCORPORATION

OF

MJJ VENTURES, INC.

ENDORSED  
FILED

in the office of the Secretary of State  
of the State of California

FEB 26 1991

I

MARCH FONG EU, Secretary of State

The name of this corporation is MJJ VENTURES, INC.

II

The purpose of this corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations Code.

III

The name and address in the State of California of this corporation's initial agent for service of process are:

Bertram Fields  
Greenberg, Glusker, Fields, Claman & Machtinger  
1900 Avenue of the Stars  
Suite 2000  
Los Angeles, CA 90067

IV

This corporation is authorized to issue only one class of shares of stock; and the total number of shares which this corporation is authorized to issue is 10,000.

Dated: February 22, 1991

Christine S. Tuthill, Incorporator

# **EXHIBIT 7**

89-61115

CONFIDENTIAL

EEMJJ000460



**BYLAWS**  
**OF**  
**MJJ VENTURES, INC.**  
**a California Corporation**

**ARTICLE I. OFFICES**

**SECTION 1. Principal Executive Office.** The principal executive office of the corporation is hereby fixed and located at: 10202 Washington Boulevard, Suite 202, Culver City, California 90232. The Board of Directors (herein called the "Board") is hereby granted full power and authority to change said principal executive office from one location to another. Any such change shall be noted on the Bylaws opposite this Section, or this Section may be amended to state the new location.

**SECTION 2. Other Offices.** Branch or subordinate offices may at any time be established by the Board at any place or places.

**ARTICLE II. SHAREHOLDERS**

**SECTION 1. Place of Meetings.** Regular or special meetings of the shareholders shall be held at any place within or without the State of California which has been designated in the notice of meeting or, if not stated in the notice or there is no notice, designated by resolution of the Board. In the absence of such designation regular meetings shall be held at the principal executive office of the corporation.

**SECTION 2. Annual Meetings.** The annual meetings of shareholders shall be held on the second Tuesday in March of each year, at 11:00 o'clock a.m., local time, or such other date or such other time as may be fixed by the Board; provided; however, that should said day fall upon a Saturday, Sunday, or legal holiday observed by the corporation at its principal executive office, then any such annual meeting of shareholders shall be held at the same time and place on the next day thereafter ensuing which is a full business day. At such meetings directors shall be elected and any other proper business may be transacted.

**SECTION 3. Special Meetings.** Special meetings of the shareholders may be called at any time by the Board, the Chairman of the Board, the President, or by the holders of shares entitled to cast not less than 10 percent of the votes at such meeting. Upon request in writing to the Chairman of the Board, the President, any Vice President or the Secretary by any person (other than the Board) entitled to call a special meeting of the shareholders, the officer

forthwith shall cause notice to be given to the shareholders entitled to vote that a meeting will be held at a time requested by the person or persons calling the meeting, not less than 35 nor more than 60 days after the receipt or request. If the notice is not given within 20 days after receipt of the request, the persons entitled to call the meeting may give the notice.

SECTION 4. Notice of Annual or Special Meeting. Written notice of each annual or special meeting of shareholders shall be given not less than 10 nor more than 60 days before the date of the meeting to each shareholder entitled to vote thereat. Such notice shall state the place, date, and hour of the meeting and (i) in the case of a special meeting the general nature of the business to be transacted, and no other business may be transacted, or (ii) in the case of the annual meeting, those matters which the Board, at the time of the mailing of the notice, intends to present for action by the shareholders, but, subject to the provisions of applicable law, any proper matter may be presented at the meeting for such action. The notice of any meeting at which directors are to be elected shall include the names of nominees intended at the time of the notice to be presented by management for election.

Notice of a shareholders meeting shall be given either personally or by mail or by other means of written communication, addressed to the shareholder at the address of such shareholder appearing on the books of the corporation or given by the shareholder to the corporation for the purpose of notice; or, if no such address appears or is given, at the place where the principal executive office of the corporation is located or by publication at least once in a newspaper of general circulation in the county in which the principal executive office is located. Notice by mail shall be deemed to have been given at the time a written notice is deposited in the United States mails, postage prepaid. Any other written notice shall be deemed to have been given at the time it is personally delivered to the recipient or is delivered to a common carrier for transmission, or actually transmitted by the person giving the notice by electronic means, to the recipient.

SECTION 5. Quorum. A majority of the shares entitled to vote, represented in person or by proxy, shall constitute a quorum at any meeting of shareholders. The shareholders present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough shareholders to leave less than a quorum, if any action taken (other than adjournment) is approved by at least a majority of the shares required to constitute a quorum.

SECTION 6. Adjourned Meeting and Notice Thereof. Any shareholders' meeting, whether or not a quorum is present, may be adjourned from time to time by the vote of a majority of the shares, the holders of which are either present in person or represented by proxy thereat, but in the absence of a quorum (except as provided in

Section 5 of this Article) no other business may be transacted at such meeting.

It shall not be necessary to give any notice of the time and place of the adjourned meeting or of the business to be transacted thereat, other than by announcement at the meeting at which such adjournment is taken; provided, however, when any shareholders' meeting is adjourned for more than 45 days or, if after adjournment a new record date is fixed for the adjourned meeting, notice of the adjourned meeting shall be given as in the case of an original meeting.

SECTION 7. Voting. The shareholders entitled to notice of any meeting or to vote at any such meeting shall be only persons in whose name shares stand on the stock records of the corporation on the record date determined in accordance with Section 8 of this Article.

Voting shall in all cases be subject to the provisions of Chapter 7 of the California General Corporation Law and to the following provisions:

(a) Subject to clause (g), shares held by an administrator, executor, guardian, conservator or custodian may be voted by such holder either in person or by proxy, without a transfer of such shares into the holder's name; and shares standing in the name of a trustee may be voted by the trustee, either in person or by proxy, but no trustee shall be entitled to vote shares held by such trustee without a transfer of such shares into the trustee's name.

(b) Shares standing in the name of a receiver may be voted by such receiver; and shares held by or under the control of a receiver may be voted by such receiver without the transfer thereof into the receiver's name if authority to do so is contained in the order of the court by which such receiver was appointed.

(c) Subject to the provisions of Section 705 of the California General Corporation Law, and except where otherwise agreed in writing between the parties, a shareholder whose shares are pledged shall be entitled to vote such shares until the shares have been transferred into the name of the pledgee, and thereafter the pledgee shall be entitled to vote the shares so transferred.

(d) Shares standing in the name of a minor may be voted and the corporation may treat all rights incident thereto as exercisable by the minor, in person or by proxy, whether or not the corporation has notice, actual or constructive, of the nonage, unless a guardian of the minor's property has been appointed and written notice of such appointment given to the corporation.

(e) Shares standing in the name of another corporation, domestic or foreign, may be voted by such officer, agent or proxyholder as the bylaws of such other corporation may prescribe, or in the absence of such provision, as the Board of Directors of such other corporation may determine or, in the absence of such determination, by the chairman of the board, president or any vice president of such other corporation, or by any other person authorized to do so by the board, president or any vice president of such other corporation. Shares which are purported to be voted or any proxy purported to be executed in the name of a corporation (whether or not any title of the person signing is indicated) shall be presumed to be voted or the proxy executed in accordance with the provisions of this subdivision, unless the contrary is shown.

(f) Shares of the corporation owned by any subsidiary shall not be entitled to vote on any matter.

(g) Shares held by the corporation in a fiduciary capacity, and shares of the corporation held in a fiduciary capacity by any subsidiary, shall not be entitled to vote on any matter, except to the extent that the settlor or beneficial owner possesses and exercises a right to vote or to give the corporation binding instructions as to how to vote such shares.

(h) If shares stand of record in the names of two or more persons, whether fiduciaries, members of a partnership, joint tenants, tenants in common, husband and wife as community property, tenants by the entirety, voting trustees, persons entitled to vote under a shareholder voting agreement or otherwise, or if two or more persons (including proxy-holders) have the same fiduciary relationship respecting the same shares, unless the secretary of the corporation is given written notice to the contrary and is furnished with a copy of the instrument or order appointing them or creating the relationship wherein it is so provided, their acts with respect to voting shall have the following effect:

(i) If only one votes, such act binds all;

(ii) If more than one vote, the act of the majority so voting binds all;

(iii) If more than one vote, but the vote is evenly split on any particular matter, each faction may vote the securities in question proportionately.

If the instrument so filed or the registration of the shares shows that any such tenancy is held in unequal interests, a majority or even split for the purpose of this section shall be a majority or even split in interest.

Subject to the following sentence and to the provisions of Section 708 of the California General Corporation Law, every

shareholder entitled to vote at any election of directors may cumulate such shareholder's votes and give one candidate a number of votes equal to the number of directors to be elected multiplied by the number of votes to which the shareholder's shares are entitled, or distribute the shareholder's votes on the same principle among as many candidates as the shareholder thinks fit. No shareholder shall be entitled to cumulate votes for any candidate or candidates pursuant to the preceding sentence unless such candidate or candidates' names have been placed in nomination prior to the voting and the shareholder has given notice, at the meeting prior to the voting of the shareholder's intention to cumulate the shareholder's votes. If any one shareholder has given such notice, all shareholders may cumulate their votes for candidates in nomination.

Elections need not be by ballot; provided, however, that all elections for directors must be by ballot upon demand made by a shareholder at the meeting and before the voting begins.

In any election of directors, the candidates receiving the highest number of votes of the shares entitled to be voted for them up to the number of directors to be elected by such shares are elected.

SECTION 8. Record Date. The Board may fix, in advance, a record date for the determination of the shareholders entitled to notice of any meeting or to vote or entitled to receive payment of any dividend or other distribution, or any allotment of rights, or to exercise rights in respect of any other lawful action. The record date so fixed shall be not more than 60 nor less than 10 days prior to the date of the meeting nor more than 60 days prior to any other action. When a record date is so fixed, only shareholders of record on that date are entitled to notice of and to vote at the meeting or to receive the dividend, distribution, or allotment of rights, or to exercise of the rights, as the case may be, notwithstanding any transfer of shares on the books of the corporation after the record date. A determination of shareholders of record entitled to notice of or to vote at a meeting of shareholders shall apply to any adjournment of the meeting unless the Board fixes a new record date for the adjourned meeting. The Board shall fix a new record date if the meeting is adjourned for more than 45 days.

If no record date is fixed by the Board, the record date for determining shareholders entitled to notice of or to vote at a meeting of shareholders shall be at the close of business on the business day next preceding the day on which notice is given or, if notice is waived, at the close of business on the business day next preceding the day on which the meeting is held. The record date for determining shareholders for any purpose other than set forth in this Section 8 or Section 10 of this Article shall be at the close of business on the day on which the Board adopts the resolution

relating thereto, or the sixtieth day prior to the date of such other action, whichever is later.

SECTION 9. Consent of Absentees. The transactions of any meeting of shareholders, however called and noticed, and wherever held, are as valid as though had at a meeting duly held after regular call and notice, if a quorum is present either in person or by proxy, and if, either before or after the meeting, each of the persons entitled to vote, not present in person or by Proxy, signs a written waiver of notice, or a consent to the holding of the meeting or an approval of the minutes of the meeting. Neither the business to be transacted at nor the purpose of any regular or special meeting of shareholders need be specified in any written waiver of notice, except as provided in Section 601(f) of the California General Corporation Law.

SECTION 10. Action Without Meeting. Subject to Section 603 of the California General Corporation Law, any action which, under any provision of the California General Corporation Law, may be taken at any annual or special meeting of shareholders, may be taken without a meeting and without prior notice if a consent in writing, setting forth the action so taken, shall be signed by the holders of outstanding shares having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted. Unless a record date for voting purpose be fixed as provided in Section 8 of this Article, the record date for determining shareholders entitled to give consent pursuant to this Section 10, when no prior action by the Board has been taken, shall be the day on which the first written consent is given.

SECTION 11. Proxies. Every person entitled to vote shares has the right to do so either in person or by one or more persons authorized by a written proxy executed by such shareholder and filed with the Secretary. Any proxy duly executed is not revoked and continues in full force and effect until revoked by the person executing it prior to the vote pursuant thereto by a writing delivered to the corporation stating that the proxy is revoked or by a subsequent proxy executed by, or by attendance at the meeting and voting in person by, the person executing the proxy; provided, however, that no proxy shall be valid after the expiration of 11 months from the date of its execution unless otherwise provided in the proxy.

SECTION 12. Inspectors of Election. In advance of any meeting of shareholders, the Board may appoint any persons other than nominees for office as inspectors of election to act at such meeting and any adjournment thereof. If inspectors of election be not so appointed, or if any persons so appointed fail to appear or refuse to act, the chairman of any such meeting may, and on the request of any shareholder or shareholder's proxy shall, make such appointment at the meeting. The number of inspectors shall be either one or

three. If appointed at a meeting on the request of one or more shareholders or proxies, the majority of shares present shall determine whether one or three inspectors are to be appointed.

The duties of such inspectors shall be as prescribed by Section 707(b) of the California General Corporation Law and shall include: determining the number of shares outstanding and the voting power of each; the shares represented at the meeting, the existence of a quorum; the authenticity, validity, and effect of proxies; receiving votes, ballots, or consents; hearing and determining all challenges and questions in any way arising in connection with the right to vote; counting and tabulating all votes or consents, determining when the polls shall close; determining the result; and doing such acts as may be proper to conduct the election or vote with fairness to all shareholders. If there are three inspectors of election, the decision, act, or certificate of a majority is effective in all respects as the decision, act, or certificate of all.

### ARTICLE III. DIRECTORS

SECTION 1. Powers. Subject to limitations of the Articles, of these Bylaws, and of the California General Corporation Law relating to action required to be approved by the shareholders or by the outstanding shares, the business and affairs of the corporation shall be managed and all corporate powers shall be exercised by or under the direction of the Board. The Board may delegate the management of the day-to-day operation of the business of the corporation to a management company or other person provided that the business and affairs of the corporation shall be managed and all corporate powers shall be exercised under the ultimate direction of the Board. Without prejudice to such general powers, but subject to the same limitations, it is hereby expressly declared that the Board shall have the following powers in addition to the other powers enumerated in these Bylaws:

(a) To select and remove all the other officers, agents, and employees of the corporation, prescribe the powers and duties for them as may not be inconsistent with law, or with the Articles or these Bylaws, fix their compensation, and require from them security for faithful service.

(b) To conduct, manage, and control the affairs and business of the corporation and to make such rules and regulations therefor not inconsistent with law, or with the Articles or these Bylaws, as they may deem best.

(c) To adopt, make, and use a corporate seal, and to prescribe the forms of certificates of stock, and to alter the form of such seal and of such certificates from time to time as in their judgment they may deem best.

ARTICLE III, SECTION 2

As of June 1, 1994, Bylaws amended to read as follows:

"SECTION 2. Number and Qualification of Directors. The authorized number of directors shall be four (4) until changed by amendment of the Articles or by a Bylaw duly adopted by the shareholders amending this Section 2."



(d) To authorize the issuance of shares of stock of the corporation from time to time, upon such terms and for such consideration as may be lawful.

(e) To borrow money and incur indebtedness for the purposes of the corporation, and to cause to be executed and delivered therefor, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations, or other evidences of debt and securities therefor.

SECTION 2. Number and Qualification of Directors. The authorized number of directors shall be one (1) until changed by amendment of the Articles or by a Bylaw duly adopted by the shareholders amending this Section 2.

SECTION 3. Election and Term of Office. The directors shall be elected at each annual meeting of shareholders but if any such annual meeting is not held or the directors are not elected thereat, the directors may be elected at any special meeting of shareholders held for that purpose. Each director shall hold office until the next annual meeting and until a successor has been elected and qualified.

SECTION 4. Vacancies. Any director may resign effective upon giving written notice to the Chairman of the Board, the President, Secretary, or the Board, unless the notice specifies a later time for the effectiveness of such resignation. If the resignation is effective at a future time, a successor may be elected to take office when the resignation becomes effective.

Vacancies in the Board, including those existing as a result of a removal of a director, may be filled by a majority of the remaining directors, though less than a quorum, or by a sole remaining director, and each director so elected shall hold office until the next annual meeting and until such director's successor has been elected and qualified.

A vacancy or vacancies in the Board shall be deemed to exist in case of the death, resignation, or removal of any director, or if the authorized number of directors be increased, or if the shareholders fail, at any annual or special meeting of shareholders at which any director or directors are elected, to elect the full authorized number of directors to be voted for at that meeting.

The Board may declare vacant the office of a director who has been declared of unsound mind by an order of court or convicted of a felony.

The shareholders may elect a director or directors at any time to fill any vacancy or vacancies not filled by the directors. Any such election by written consent requires the consent of a majority of the outstanding shares entitled to vote. If the Board accepts

the resignation of a director tendered to take effect at a future time, the Board or the shareholders shall have power to elect a successor to take office when the resignation is to become effective.

No reduction of the authorized number of directors shall have the effect of removing any director prior to the expiration of the director's term of office.

SECTION 5. Place of Meeting. Regular or special meetings of the Board shall be held at any place within or without the State of California which has been designated from time to time by the Board. In the absence of such designation regular meetings shall be held at the principal executive office of the corporation.

SECTION 6. Regular Meetings. Immediately following each annual meeting of shareholders the Board shall hold a regular meeting for the purpose of organization, election of officers, and the transaction of other business.

SECTION 7. Special Meetings. Special meetings of the Board for any purpose or purposes may be called at any time by the Chairman of the Board, the President, or the Secretary or by any two directors.

Special meetings of the Board shall be held upon four days' written notice or 48 hours' notice given personally or by telephone, telegraph, telex, or other similar means of communication. Any such notice shall be addressed or delivered to each director at such director's address as it is shown upon the records of the corporation or as may have been given to the corporation by the director for purposes of notice or, if such address is not shown on such records or is not readily ascertainable, at the place in which the meetings of the directors are regularly held.

Notice by mail shall be deemed to have been given at the time a written notice is deposited in the United States mails, postage prepaid. Any other written notice shall be deemed to have been given at the time it is personally delivered to the recipient or is delivered to a common carrier for transmission, or actually transmitted by the person giving the notice by electronic means, to the recipient. Oral notice shall be deemed to have been given at the time it is communicated, in person or by telephone or wireless, to the recipient or to a person at the office of the recipient who the person giving the notice has reason to believe will promptly communicate it to the recipient.

SECTION 8. Quorum. A majority of the authorized number of directors constitutes a quorum of the Board for the transaction of business, except to adjourn as hereinafter provided. Every act or decision done or made by a majority of the directors present at a meeting duly held at which a quorum is present shall be regarded as

the act of the Board, unless a greater number be required by law or by the Articles. A meeting at which a quorum is initially present may continue to transact business notwithstanding the withdrawal of directors, if any action taken is approved by at least a majority of the required quorum for such meeting.

SECTION 9. Participation in Meetings by Conference Telephone. Members of the Board may participate in a meeting through use of conference telephone or similar communications equipment, so long as all members participating in such meeting can hear one another.

SECTION 10. Waiver of Notice. The transactions of any meeting of the Board, however called and noticed or wherever held, are as valid as though had at a meeting duly held after regular call and notice if a quorum be present and if, either before or after the meeting, each of the directors not present signs a written waiver of notice, a consent to holding such meeting or an approval of the minutes thereof. All such waivers, consents, or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

SECTION 11. Adjournment. A majority of the directors present, whether or not a quorum is present, may adjourn any directors' meeting to another time and place. Notice of the time and place of holding an adjourned meeting need not be given to absent directors if the time and place be fixed at the meeting adjourned. If the meeting is adjourned for more than 24 hours, notice of any adjournment to another time or place shall be given prior to the time of the adjourned meeting to the directors who were not present at the time of the adjournment.

SECTION 12. Fees and Compensation. Directors and members of committees may receive such compensation, if any, for their services, and such reimbursement for expenses, as may be fixed or determined by the Board.

SECTION 13. Action Without Meeting. Any action required or permitted to be taken by the Board may be taken without a meeting if all members of the Board shall individually or collectively consent in writing to such action. Such consent or consents shall have the same effect as a unanimous vote of the Board and shall be filed with the minutes of the proceedings of the Board.

SECTION 14. Rights of Inspection. Every director shall have the absolute right at any reasonable time to inspect and copy all books, records, and documents of every kind and to inspect the physical properties of the corporation and also of its subsidiary corporations, domestic or foreign. Such inspection by a director may be made in person or by agent or attorney and includes the right to copy and obtain extracts.

SECTION 15. Committees. The Board may appoint one or more committees, each consisting of two or more directors, and delegate to such committees any of the authority of the Board except with respect to:

(a) The approval of any action for which the General Corporation Law also requires shareholders' approval or approval of the outstanding shares;

(b) The filling of vacancies on the Board or on any committee;

(c) The fixing of compensation of the directors for serving on the Board or on any committee;

(d) The amendment or repeal of Bylaws or the adoption of new Bylaws;

(e) The amendment or repeal of any resolution of the Board which by its express terms is not so amendable or repealable;

(f) A distribution to the shareholders of the corporation except at a rate or in a periodic amount or within a price range determined by the Board;

(g) The appointment of other committees of the Board or the members thereof.

Any such committee must be appointed by resolution adopted by a majority of the authorized number of directors and may be designated an Executive Committee or by such other name as the Board shall specify. The Board shall have the power to prescribe the manner in which proceedings of any such committee shall be conducted. In the absence of any such prescription, such committee shall have the power to prescribe the manner in which its proceedings shall be conducted. Unless the Board or such committee shall otherwise provide, the regular and special meetings and other actions of any such committee shall be governed by the provisions of this Article applicable to meetings and actions of the Board. Minutes shall be kept of each meeting of each committee.

#### ARTICLE IV. OFFICERS

SECTION 1. Officers. The officers of the corporation shall be a president, a secretary, and a chief financial officer. The corporation may also have, at the discretion of the Board, a chairman of the board, a treasurer, one or more vice-presidents, one or more assistant secretaries, one or more assistant treasurers, and such other officers as may be elected or appointed in accordance with the provisions of Section 3 of this Article.

SECTION 2. Election. The officers of the corporation, except such officers as may be elected or appointed in accordance with the provisions of Section 3 or Section 5 of this Article, shall be chosen annually by, and shall serve at the pleasure of, the Board, and shall hold their respective offices until their resignation, removal, or other disqualification from service, or until their respective successors shall be elected.

SECTION 3. Subordinate Officers. The Board may elect, and may empower the President to appoint, such other officers as the business of the corporation may require, each of whom shall hold office for such period, have such authority, and perform such duties as are provided in these Bylaws or as the Board may from time to time determine.

SECTION 4. Removal and Resignation. Any officer may be removed, either with or without cause, by the Board of Directors at any time, or, except in the case of an officer chosen by the Board, by any officer upon whom such power of removal may be conferred by the Board. Any such removal shall be without prejudice to the rights, if any, of the officer under any contract of employment of the officer.

Any officer may resign at any time by giving written notice to the corporation, but without prejudice to the rights, if any, of the corporation under any contract to which the officer is a party. Any such resignation shall take effect at the date of the receipt of such notice or at any later time specified therein; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

SECTION 5. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification, or any other cause shall be filled in the manner prescribed in these Bylaws for regular election or appointment to such office.

SECTION 6. Chairman of the Board. The Chairman of the Board, if there shall be such an officer, shall, if present, preside at all meetings of the Board and exercise and perform such other powers and duties as may be from time to time assigned by the Board.

SECTION 7. President. Subject to such powers, if any, as may be given by the Board to the Chairman of the Board, if there be such an officer, the President is the general manager and chief executive officer of the corporation and has, subject to the control of the Board, general supervision, direction, and control of the business and officers of the corporation. The President shall preside at all meetings of the shareholders and, in the absence of the Chairman of the Board, or if there be none, at all meetings of the Board. The President has the general powers and duties of management usually vested in the office of president and general manager of a

corporation and such other powers and duties as may be prescribed by the Board.

SECTION 8. Vice President. In the absence or disability of the President, the Vice Presidents in order of their rank as fixed by the Board or, if not ranked, the Vice President designated by the Board, shall perform all the duties of the President, and when so acting shall have all the powers of, and be subject to all the restrictions upon, the President. The Vice Presidents shall have such other powers and perform such other duties as from time to time may be prescribed for them respectively by the Board.

SECTION 9. Secretary. The Secretary shall keep or cause to be kept, at the principal executive office and such other place as the Board may order, a book of minutes of all meetings of shareholders, the Board, and its committees, with the time and place of holding, whether regular or special, and, if special, how authorized, the notice thereof given, the names of those present at Board and committee meetings, the number of shares present or represented at shareholders' meetings, and the proceedings thereof. The Secretary shall keep, or cause to be kept, a copy of the Bylaws of the corporation at the principal executive office or business office in accordance with Section 213 of the California General Corporation Law.

The Secretary shall keep, or cause to be kept, at the Principal executive office or at the office of the corporation's transfer agent or registrar, if one be appointed, a share register, or a duplicate share register, showing the names of the shareholders and their addresses, the number and classes of shares held by each, the number and date of certificates issued for the same, and the number and date of cancellation of every certificate surrendered for cancellation.

The Secretary shall give, or cause to be given, notice of all the meetings of the shareholders and of the Board and of any committees thereof required by these Bylaws or by law to be given, shall keep the seal of the corporation in safe custody, and shall have such other powers and perform such other duties as may be prescribed by the Board.

SECTION 10. The Chief Financial Officer. The Chief Financial Officer shall keep and maintain, or cause to be kept and maintained, adequate and correct accounts of the properties and business transactions of the corporation, and shall send or cause to be sent to the shareholders of the corporation such financial statements and reports as are by law or these Bylaws required to be sent to them. The books of account shall at all times be open to inspection by any director.

The Chief Financial Officer shall cause all moneys and other valuables to be deposited in the name and to the credit of the

corporation with such depositaries as may be designated by the Board. The Chief Financial Officer shall disburse the funds of the corporation as may be ordered by the Board, shall render to the President and directors, whenever they request it, an account of all transactions as Chief Financial Officer and of the financial condition of the corporation, and shall have such other powers and perform such other duties as may be prescribed by the Board.

SECTION 11. Excessive Compensation. If the Internal Revenue Service disallows as a business deduction to the corporation any part of any salary, fees, other compensation, or other amounts paid by the corporation for services rendered to any officer, director, employee, independent contractor, or the like, as being excessive and not an ordinary and necessary business expense, that part disallowed shall be repaid to the corporation by such officer, director, employee, independent contractor or the like.

#### ARTICLE V. OTHER PROVISIONS

##### SECTION 1. Inspection of Corporate Records.

(a) A shareholder or shareholders holding at least five percent in the aggregate of the outstanding voting shares of the corporation or who hold at least one percent of such voting shares and have filed a Schedule 14B with the United States Securities and Exchange Commission relating to the election of directors of the corporation shall have an absolute right to do either or both of the following:

(i) Inspect and copy the record of shareholders' names and addresses and shareholdings during usual business hours upon five business days' prior written demand upon the corporation; or

(ii) Obtain from the transfer agent, if any, for the corporation, upon five business days' prior written demand and upon the tender of its usual charges for such a list (the amount of which charges shall be stated to the shareholder by the transfer agent upon request), a list of the shareholders' names and addresses who are entitled to vote for the election of directors and their shareholdings, as of the most recent record date for which it has been compiled or as of a date specified by the shareholder subsequent to the date of demand.

(b) The record of shareholders shall also be open to inspection and copying by any shareholder or holder of a voting trust certificate at any time during usual business hours upon written demand on the corporation, for a purpose reasonably related to such holder's interest as a shareholder or holder of a voting trust certificate.

(c) The accounting books and records and minutes of proceedings of the shareholders and the Board and committees of the Board shall be open to inspection upon written demand on the corporation of any shareholder or holder of a voting trust certificate at any reasonable time during usual business hours, for a purpose reasonably related to such holders' interests as a shareholder or as a holder of such voting trust certificate.

(d) Any inspection and copying under this Article may be made in person or by agent or attorney.

SECTION 2. Inspection of Bylaws. The corporation shall keep in its principal executive office the original or a copy of these Bylaws as amended to date which shall be open to inspection by shareholders at all reasonable times during office hours. If the principal executive of the corporation is outside the State of California and the corporation has no principal business office in such state it shall upon the written notice of any shareholder send to such shareholder a copy of these Bylaws as amended to date.

SECTION 3. Endorsement of Documents; Contracts. Subject to the provisions of applicable law, any note, mortgage, evidence of indebtedness, contract, share certificate, conveyance, or other instrument in writing and any assignment or endorsement thereof executed or entered into between this corporation and any other person, when signed by the Chairman of the Board, the President or any Vice President, and the Secretary, any Assistant Secretary, the Chief Financial Officer, the Treasurer or any Assistant Treasurer of this corporation shall be valid and binding on this corporation in the absence of actual knowledge on the part of the other person that the signing officers had no authority to execute the same. Any such instruments may be signed by any other person or persons and in such manner as from time to time shall be determined by the Board and, unless so authorized by the Board, no officer, agent, or employee shall have any power or authority to bind the corporation by any contract or engagement or to pledge its credit or to render it liable for any purpose or amount.

SECTION 4. Certificates of Stock. Every holder of shares of the corporation shall be entitled to have a certificate signed in the name of the corporation by the Chairman of the Board, the President or a Vice President and by the Chief Financial Officer or the treasurer or an Assistant Treasurer or the Secretary or an Assistant Secretary, certifying the number of shares and the class or series of shares owned by the shareholder. Any or all of the signatures on the certificate may be facsimile. If any officer, transfer agent, or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent, or registrar before such certificate is issued, it may be issued by the corporation with the same effect as if such person were an officer, transfer agent, or registrar at the date of issue.



Certificates for shares may be issued prior to full payment under such restrictions and for such purposes as the Board may provide; provided, however, that on any certificate issued to represent any partly paid shares, the total amount of the consideration to be paid therefor and the amount paid thereon shall be stated.

Except as provided in this Section, no new certificate for shares shall be issued in lieu of an old one unless the latter is surrendered and cancelled at the same time. The Board may, however, in case any certificate for shares is alleged to have been lost, stolen, or destroyed, authorize the issuance of a new certificate in lieu thereof, and the corporation may require that the corporation be given a bond or other adequate security sufficient to indemnify it against any claim that may be made against it (including expense or liability) on account of the alleged loss, theft, or destruction of such certificate or the issuance of such new certificate.

SECTION 5. Representation of Shares of other Corporations. The President or any other officer or officers authorized by the Board or the President are each authorized to vote, represent, and exercise on behalf of the corporation all rights incident to any and all shares of any other corporation or corporations standing in the name of the corporation. The authority herein granted may be exercised either by any such officer in person or by any other person authorized so to do by proxy or power of attorney duly executed by said officer.

SECTION 6. Stock Purchase Plans. The corporation may adopt and carry out a stock purchase plan or agreement or stock option plan or agreement providing for the issue and sale for such consideration as may be fixed of its unissued shares, or of issued shares acquired or to be acquired, to one or more of the employees or directors of the corporation or of a subsidiary or to a trustee on their behalf and for the payment for such shares in installments or at one time, and may provide for aiding any such persons in paying for such shares by compensation for services rendered, promissory notes, or otherwise.

Any such stock purchase plan or agreement or stock option plan or agreement may include, among other features, the fixing of eligibility for participation therein, the class and price of shares to be issued or sold under the plan or agreement, the number of shares which may be subscribed for, the method of payment therefor, the reservation of title until full payment therefor, the effect of the termination of employment and option or obligation on the part of the corporation to repurchase the shares upon termination of employment, restrictions upon transfer of the shares, the time limits of the termination of the plan, and any other matters, not in violation of applicable law, as may be included in the plan as approved or authorized by the Board or any committee of the Board.

SECTION 7. Annual Report to Shareholders. The annual report to shareholders referred to in Section 1501 of the California General Corporation Law is expressly waived, but nothing herein shall be interpreted as prohibiting the Board from issuing annual or other periodic reports to shareholders.

SECTION 8. Construction and Definitions. Unless the context otherwise requires, the general provisions, rules of construction, and definitions contained in the General Provisions of the California Corporations Code and in the California General Corporation Law shall govern the construction of these Bylaws.

#### ARTICLE VI. INDEMNIFICATION

SECTION 1. Indemnification. The corporation shall have the power to indemnify its "agents," as defined in Section 317 of the California General Corporation Law, to the full extent permitted by said Section and applicable law.

SECTION 2. Insurance. The corporation shall have power to purchase and maintain insurance on behalf of any agent of the corporation against any liability asserted against or incurred by the agent in such capacity or arising out of the agent's status as such whether or not the corporation would have the power to indemnify the agent against such liability under the provisions of this Article.

SECTION 3. Nonapplicability to Fiduciaries of Employee Benefit Plans. This Article does not apply to any proceeding against any trustee, investment manager, or other fiduciary of an employee benefit plan in such person's capacity as such, even though such person may also be an agent of the corporation as defined in Section 1. Nothing contained in this Article shall limit any right to indemnification to which such a trustee, investment manager, or other fiduciary may be entitled by contract or otherwise which shall be enforceable to the extent permitted by applicable law other than Section 317 of the California General Corporation Law.

#### ARTICLE VII. EMERGENCY BYLAWS

During any emergency resulting from an attack on the United States or on a locality in which the corporation conducts its business or customarily holds meetings of its Board or its shareholders, or during any nuclear or atomic disaster, or during the existence of any catastrophe, or other similar emergency condition, as a result of which a quorum of the Board or of the executive committee, if any, cannot readily be convened for action, a meeting of the Board or of said committee may be called by any officer or director. Such notice may be given only to such of the directors or members of the committee, as the case may be, as it may be feasible to reach at the time and by such means as may be feasible at the time.

The director or directors in attendance at the meeting of the Board, and the member or members of the executive committee, if any, in attendance at the meeting of the committee shall constitute a quorum. If none is in attendance at the meeting, the officers or other persons designated on a list approved by the Board before the emergency, all in such order of priority and subject to such conditions and for such period of time (not longer than reasonably necessary after the termination of the emergency) as may be provided in the resolution approving the list, shall, to the extent required to provide a quorum at any meeting of the Board or of the executive committee, be deemed directors or members of the committee, as the case may be, for such meeting.

The Board, either before or during any such emergency, may provide, and from time to time modify, lines of succession in the event that during such emergency any or all officers or agents of the corporation shall for any reason be rendered incapable of discharging their duties. The Board, either before or during any such emergency, may, effective in the emergency, change the principal executive office or designate several alternative offices or authorize the officers so to do.

#### ARTICLE VIII. AMENDMENTS

These Bylaws may be amended or repealed either by approval of the outstanding shares or by the approval of the Board; provided, however, that after the issuance of shares, a Bylaw specifying or changing a fixed number of directors or the maximum or minimum number or changing from a fixed to a variable Board or vice versa may only be adopted by approval of the outstanding shares.

\* \* \* \* \*

CERTIFICATE OF SECRETARY OF

MJJ VENTURES, INC.

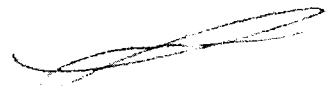
I, the undersigned, do hereby certify:

(1) That I am the duly elected and acting secretary of said corporation; and

(2) That the foregoing Bylaws, comprising eighteen (18) pages, constitute the bylaws of said corporation as duly adopted by Action by Consent in Writing of the Sole Director dated as of February 26, 1991.

IN WITNESS WHEREOF, I have hereunder subscribed my name and affixed the seal of said corporation.

Dated as of February 26, 1991

  
\_\_\_\_\_  
Richard Sherman

CONFIRMATION BY DIRECTOR OF

MJJ VENTURES, INC.

The undersigned, being the person appointed by the sole incorporator to act as the first Board of Directors of said corporation hereby assents to and adopts the foregoing By laws of said corporation.

Executed by the undersigned on the date set forth opposite his name.

Dated as of February 26, 1991

Michael Jackson

# **EXHIBIT 8**

ACTION BY SOLE  
DIRECTOR OF  
MJJ VENTURES, INC.  
a California Corporation

The undersigned, being the sole member of the Board of Directors of MJJ VENTURES, INC., a California corporation, in accordance with the authority contained in Section 307(b) of the California Corporations Code, as amended, without the formality of convening a meeting, does hereby consent to the following action of this corporation, to be effective as of February 26, 1991.

1. Election of Officers

RESOLVED, that the following persons be, and they hereby are, elected to the offices indicated opposite their names below, their terms of office to commence immediately upon acceptance of election and to continue until the next annual organization meeting of the Board of Directors of this corporation and until their respective successors have been elected and qualified.

<u>Name</u>	<u>Office</u>
Michael Jackson	President
Richard Sherman	Secretary and Treasurer/ Chief Financial Officer

2. Approval of Bylaws

RESOLVED, that the form of Bylaws, previously reviewed by the Board of Directors of this corporation, be, and they hereby are, adopted as the Bylaws of this corporation and the Secretary of this corporation be, and hereby is, directed to execute a certificate of adoption of said Bylaws, to insert the Bylaws as so certified in the Minute Book of this

corporation, and to see that a copy of the Bylaws similarly certified is kept in the principal executive office or business office of the corporation in accordance with Section 213 of the California General Corporations law.

3. Approval of Stock Certificate Form

RESOLVED, that a form of stock certificate be, and hereby is, adopted for use by the corporation and the Secretary of the corporation is directed to insert a sample copy of it in the Minute Book immediately following this Action.

4. Approval of Corporate Seal Form

RESOLVED, that a corporate seal is adopted as the seal of this corporation in the form of two concentric circles, with the name of the corporation between the two circles and the date and state of incorporation within the inner circle.

5. Incorporation Expenses

RESOLVED, that the officers of this corporation be, and they hereby are, authorized to pay the expenses of incorporation and organization of this corporation.

6. Location of Principal Office

RESOLVED, that the location of the principal executive office of the corporation be, and it hereby is, fixed at 10202 Washington Boulevard, Suite 202, Culver City, California 90232.

7. Corporate Bank Account

RESOLVED, that the standard form of corporate resolution required by City National Bank for opening a corporate bank account, previously reviewed by the Sole Director of this corporation, showing the person(s) authorized



to draw on said account, be, and it hereby is, adopted as the Action of the Sole Director of this corporation and the Secretary of this corporation be, and hereby is, directed to make said standard form of corporate resolution a part of this Action by Sole Director by inserting it in the Minute Book immediately following this Action by Sole Director, and the Secretary of this corporation be, and hereby is, authorized and directed to execute the Certificate of Secretary included on said standard form of corporate resolution.

8. Issuance of Capital Stock

RESOLVED, that it is in the best interest of this corporation to issue and sell shares of its capital stock to the person, in the amount and for the consideration set forth below; that the consideration for these shares shall be paid in full before their issuance and delivery; that said consideration shall be credited to stated capital; and that the officers of this corporation be, and they hereby are, authorized and directed on behalf of this corporation to execute and cause legal counsel to this corporation to file, or mail for filing, a Notice of Transaction Pursuant to Corporations Code Section 25102(f) with the California Commissioner of Corporations.

<u>Name</u>	<u>No. of Shares</u>	<u>Aggregate Purchase Price</u>
Michael Jackson	1,000	\$1,000

RESOLVED FURTHER, that the officers of this corporation be, and they hereby are, authorized and directed on behalf of this corporation to execute any documents and to do or cause to be done any and all other acts and things as such officers may deem necessary or appropriate to carry out the purposes of the foregoing resolution.

9. Subchapter S

WHEREAS, it is in the best interest of the shareholder of this corporation that this corporation elect to be taxed as a Small Business Corporation under Subchapter S of the Internal Revenue Code and corresponding provisions of the California Revenue and Taxation Code.

NOW, THEREFORE, BE IT RESOLVED, that this corporation hereby elects to be taxed pursuant to the provisions of Subchapter S of the Internal Revenue Code of 1986, as amended, and corresponding provisions of the California Revenue and Taxation Code.

RESOLVED FURTHER, that the officers of this corporation be, and they hereby are, authorized and directed on behalf of this corporation to prepare, execute, and file, or cause to be prepared, executed and filed, Internal Revenue Service Form 2553, as amended or replaced, together with a statement by the shareholder of this corporation consenting to this election, and any similar filings required by California law.

RESOLVED FURTHER, that the officers of this corporation be, and they hereby are, authorized and directed on behalf of this corporation to execute any document and to do or cause to be done any and all other acts and things, as such officers may deem necessary or appropriate to carry out the purposes of the foregoing resolutions.

10. Agent for Service of Process

RESOLVED, that Bertram Fields, named as the initial agent for service of process in the Articles of Incorporation of this corporation, be, and hereby is, confirmed as the corporation's agent for the purpose of service of process.

Dated as of February 26, 1991

  
Michael Jackson

TO: The Board of Directors of  
MJJ VENTURES, INC.

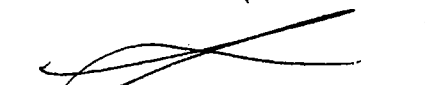
I hereby accept my election as President and Director of this corporation, effective immediately.

Dated as of February 26, 1991

  
Michael Jackson

I hereby accept my election as Secretary and Treasurer/Chief Financial Officer of this corporation, effective immediately.

Dated as of February 26, 1991

  
Richard Sherman

# **EXHIBIT 9**

**ACTION WITHOUT A MEETING  
OF THE SOLE INCORPORATOR OF  
MJJ VENTURES, INC.**

The undersigned, being the sole incorporator of MJJ VENTURES, INC., a California corporation, in accordance with the authority contained in Section 210 of the California Corporations Code, as amended, without the formality of convening a meeting, does hereby consent to the following action of this corporation.

RESOLVED, that the following person be elected as a Director of this corporation, his term of office to commence immediately upon his acceptance of election, and to continue until the election of his successor at the next annual meeting of stockholders of this corporation and upon acceptance of election by such successor:

MICHAEL JACKSON

Dated as of February 26, 1991

Christine S. Tuthill  
Christine S. Tuthill

# **EXHIBIT 10**

WRITTEN CONSENT OF DIRECTOR

OF

MJJ VENTURES, INC.  
a California corporation

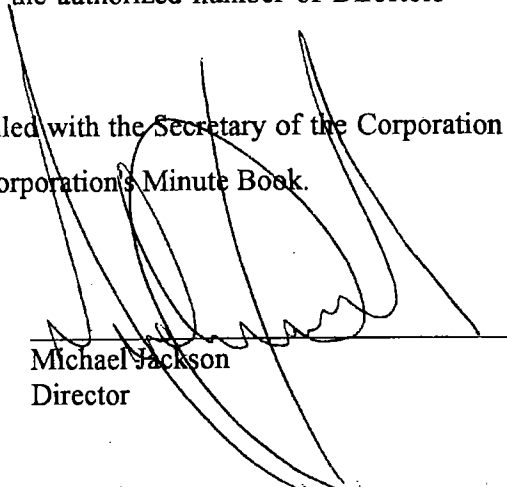
Pursuant to the provisions of Section 307 of the California Corporations Code, the undersigned, being the sole Director of MJJ Ventures, Inc., a California corporation (the "Corporation"), does hereby dispense with the formality of a meeting and hereby adopts the following resolutions:

AMENDMENT OF BYLAWS.

RESOLVED, that Article III, Section 2, of the Corporation's Bylaws be amended to increase the authorized number of Directors of the Corporation to four (4).

This Written Consent shall be filed with the Secretary of the Corporation who is hereby requested to insert it in the Corporation's Minute Book.

Dated as of June 1, 1994.



\_\_\_\_\_  
Michael Jackson  
Director

WRITTEN CONSENT OF SHAREHOLDER

OF

MJJ VENTURES, INC.  
a California corporation

Pursuant to the provisions of Section 603(a) of the California Corporations Code, the undersigned, being the sole Shareholder of MJJ Ventures, Inc., a California corporation (the "Corporation"), does hereby dispense with the formality of a meeting and hereby adopts the following resolutions:

1. AMENDMENT OF BYLAWS.

RESOLVED, that Article III, Section 2, of the Corporation's Bylaws be amended to increase the authorized number of Directors of the Corporation to four (4).

2. ELECTION OF ADDITIONAL DIRECTORS.

WHEREAS, there is presently one (1) Director of the Corporation and the Corporation's Bylaws have been amended to increase the number of authorized Directors to four (4); and

WHEREAS, it has been determined to be in the best interests of the Corporation to elect additional Directors;

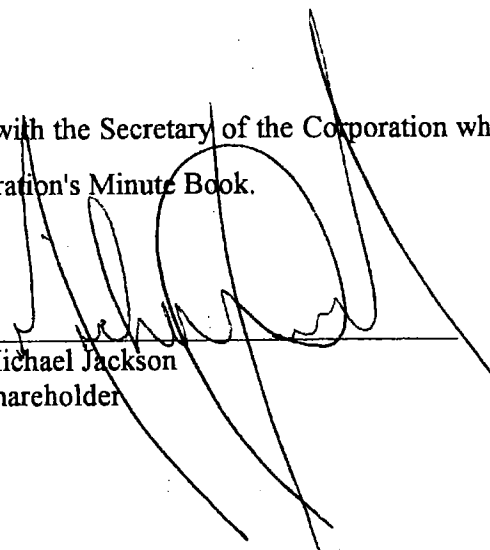
NOW, THEREFORE, BE IT RESOLVED, that the following persons be, and hereby are, elected as Directors of the Corporation, effective as of June 1, 1994, to serve until the next Annual Meeting of Shareholders or until their successors are elected and qualified:

John G. Branca  
Sandy Gallin  
Marshall M. Gelfand



This Written Consent shall be filed with the Secretary of the Corporation who is hereby requested to insert it in the Corporation's Minute Book.

Dated as of June 1, 1994.



Michael Jackson  
Shareholder

# **EXHIBIT 11**

CONFIDENTIAL - PURSUANT TO PROTECTIVE ORDER

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES

-----  
WADE ROBSON, an individual, )  
Plaintiff, )  
vs. ) No. BC 508502  
MJJ PRODUCTIONS, INC., a )  
California corporation; MJJ )  
VENTURES, INC., a California )  
corporation; and DOES 4-50, )  
inclusive, )  
Defendants. )  
-----

\*\* CONFIDENTIAL \*\*

\*\* PURSUANT TO PROTECTIVE ORDER \*\*

VIDEOTAPED DEPOSITION OF LYNETTE JOY ROBSON  
Santa Monica, California  
Friday, September 30, 2016  
Volume I

Reported by:  
NADIA NEWHART  
CSR No. 8714  
Job No. 2364398

PAGES 1 - 319

Page 1

CONFIDENTIAL - PURSUANT TO PROTECTIVE ORDER

1 the time of your appearance, beginning with the  
2 noticing attorney.

3 MS. KLEINDIENST: Katherine Kleindienst for  
4 defendants.

5 MR. FINALDI: Vince Finaldi for the plaintiff 10:01:51  
6 and also for the witness.

7 Along with me is Ryan Tikker, a law clerk  
8 with our office.

9 THE VIDEOGRAPHER: Thank you. The witness  
10 will be sworn in, and counsel may begin the 10:02:00  
11 examination.

12  
13 LYNETTE JOY ROBSON,  
14 having been first duly sworn, was examined and  
15 testified as follows:

16  
17 EXAMINATION

18 BY MS. KLEINDIENST:

19 Q Good morning.

20 A Good morning. 10:02:13

21 Q Could you please state and spell your name  
22 for the record.

23 A Joy, J-o-y, Robson, R-o-b-s-o-n.

24 Q And do you go by any other names?

25 A Professionally, Joey, J-o-e-y. And my first 10:02:25

Page 10

1 then it would be Joey.

2 Q Okay.

3 A It gets very confusing.

4 Q I'm the same with Kat and Katherine.

5 A Oh, I understand, yes. 10:28:40

6 MS. KLEINDIENST: All right. I'll try and  
7 get some of this -- I'm going to ask the court  
8 reporter to mark this as Exhibit 518.

9 (Exhibit 518 was marked for identification  
10 by the court reporter and is attached hereto.) 10:29:09

11 MS. KLEINDIENST: I don't want to throw this  
12 at you.

13 Q Okay. We talked a little bit earlier about  
14 the fact that you had testified in a deposition in  
15 1994 when the Chandler allegations had come out. 10:29:37

16 A Yes.

17 Q Do you remember that?

18 A Yes.

19 Q Okay. And it looks like that was on  
20 January 10th, 1994? 10:29:45

21 A If it says so. I don't -- yes.

22 Q And Exhibit 518 appears to be a copy of the  
23 transcript of your deposition in that case; is that  
24 correct?

25 A Yes. 10:30:02

1 Q Okay. And you understood when you testified  
2 in that deposition that you were testifying under  
3 oath and under penalty of perjury, correct?

4 A Correct.

5 Q And everything that you said in that 10:30:12  
6 deposition was true and correct to the best of your  
7 knowledge at that time; is that right?

8 A Correct.

9 MS. KLEINDIENST: You can set that aside for  
10 now. 10:30:23

11 I'll ask the court reporter to mark this as  
12 Exhibit 519.

13 (Exhibit 519 was marked for identification  
14 by the court reporter and is attached hereto.)

15 BY MS. KLEINDIENST: 10:30:56

16 Q So in addition to testifying at a deposition  
17 in the Jordy Chandler case, you also testified  
18 before the grand jury, correct?

19 A Correct.

20 Q And you don't have a cover page on this, but 10:31:02  
21 I'll represent that this transcript is from  
22 February 28th, 1994.

23 Does that sound like around the time that it  
24 would have happened given that your deposition was  
25 on January 10th, 1994? 10:31:18

CONFIDENTIAL - PURSUANT TO PROTECTIVE ORDER

1 A Yes.

2 Q So approx- -- a little more than a month  
3 later?

4 A Yes.

5 Q Okay. And when you testified before the 10:31:24  
6 grand jury, you understood that you were testifying  
7 under oath and under penalty of perjury, correct?

8 A Correct.

9 Q And everything you testified to before the  
10 grand jury was true and correct to the best of your 10:31:34  
11 knowledge at that time, correct?

12 A Correct.

13 Q And you're welcome to look through it, but  
14 Exhibit 519 is a transcript of your testimony before  
15 the grand jury, correct? 10:31:50

16 A Correct.

17 MS. KLEINDIENST: I'll ask the court reporter  
18 to mark this as Exhibit 520.

19 (Exhibit 520 was marked for identification  
20 by the court reporter and is attached hereto.) 10:32:14

21 BY MS. KLEINDIENST:

22 Q Okay. As we discussed at the beginning of  
23 the deposition, you also testified at the criminal  
24 trial of Michael Jackson in 2005, correct?

25 A Correct. 10:32:31

Page 32

CONFIDENTIAL - PURSUANT TO PROTECTIVE ORDER

1 Q And certainly you understood when you  
2 testified at the criminal trial that you were  
3 testifying under oath and under penalty of perjury,  
4 correct?

5 A Correct. 10:32:39

6 Q And everything that you testified to at the  
7 criminal trial was true and correct to the best of  
8 your knowledge at that time, correct?

9 A Correct.

10 Q Okay. And Exhibit 520 is a copy of the 10:32:46  
11 transcript of your May 6th, 2005 testimony at the  
12 criminal trial, correct?

13 A Correct.

14 Q Okay. You can keep these handy. We'll be  
15 referring them -- to them to sort of try to expedite 10:33:04  
16 and refresh your recollection about some of these  
17 events, because I know they happened a long time  
18 ago.

19 All right. Do you remember when you first  
20 met Michael Jackson? 10:33:29

21 A Yes.

22 Q Do you remember the year?

23 A 1987.

24 Q And that was at a dance -- after a dance  
25 contest in Australia? 10:33:35



**CONFIDENTIAL - PURSUANT TO PROTECTIVE ORDER**

1           A     It was at the concert, the "Bad" concert --  
2     I'm sorry.  It was at a meet and greet at the hotel  
3     after the concert.

4 Q And you were at that meet and greet because  
5 your son had won a dance contest? 10:33:45

6 A Yes.

7 Q Michael Jackson wasn't at the dance contest  
8 himself?

9 A No.

10 MR. FINALDI: Calls for speculation. 10:33:54

11 BY MS. KLEINDIENST:

12 Q You didn't see him there, did you?

13 A I did not.

14 Q Where was the dance contest held?

15 A In a Target store. 10:34:01

16 Q In a Target?

17 A Yeah. It was sponsored by Target, Pepsi and  
18 CBS Records.

19 Q Okay. How did you find out about it?

20 A A friend of mine told me about it. 10:34:15

21 Q Do you remember how many people participated?

22 MR. FINALDI: Vague and ambiguous.

23 THE WITNESS: There -- there was a heat  
24 first, and there was probably about 20 or 30 in the  
25 heat and then probably about the same in the finals. 10:34:31

CONFIDENTIAL - PURSUANT TO PROTECTIVE ORDER

1           There were two different categories, young --  
2           a young age group and an older age group.

3           BY MS. KLEINDIENST:

4           Q   And what was the nature of the contest?

5           A   It was a -- called dance alike like Michael       10:34:46  
6           Jackson to -- to "Bad."

7           Q   Okay. And that was when he was on the "Bad"  
8           tour?

9           A   Yes.

10          Q   And you said the meet and greet occurred       10:34:56  
11          after one of his concerts on that tour?

12          A   Yes.

13          Q   There were a lot of people at that meet and  
14          greet, right?

15          A   Yes, there were.                               10:35:08

16          Q   Do you remember approximately how many?

17          A   I don't. We -- we all went in a VIP bus, and  
18          it was a whole busload, so...

19          Q   Okay. On a what kind of bus?

20          A   They -- they took us all to the concert and       10:35:24  
21          then to the meet and greet in a bus, like a full --

22               MR. FINALDI: She said VIP.

23               THE WITNESS: -- a full-sized bus. So  
24          whatever a bus holds, 80 to a hundred people, I'm  
25          presuming.   10:35:34

CONFIDENTIAL - PURSUANT TO PROTECTIVE ORDER

1 BY MS. KLEINDIENST:

2 Q And do you know -- I mean, you said that  
3 there were two age groups and there was one winner  
4 in each age group that got to go?

5 A Yes. 10:35:42

6 Q Do you know who the other people were?

7 A There was one other boy. He was about 19. I  
8 don't know his name.

9 Q But on the -- on the bus?

10 A Oh, only -- only the two winners were 10:35:49  
11 included in the meet and greet. I don't know who  
12 the other people were. It was just a VIP bus. I'm  
13 presuming record label people and their children,  
14 that type of thing.

15 Q And you actually got to meet Michael Jackson 10:36:03  
16 at that meet and greet?

17 A Yes.

18 Q And did you talk to him?

19 A Very briefly.

20 Q What -- what did you say? 10:36:09

21 A Oh, he just asked about Wade's costume. He  
22 was in a little "Bad" costume. And he asked if we  
23 were at the concert tonight.

24 Q And Wade was 5 at that time?

25 A 5, yes. 10:36:24

CONFIDENTIAL - PURSUANT TO PROTECTIVE ORDER

1 Q And I understand he had been dancing since he  
2 was 2?

3 A He started just dancing by himself at 2 and  
4 copying music videos.

5 Q Had he had any formal training when he was 5? 10:36:37

6 A He's never had any formal training, ever.

7 Q So he entered the contest because your friend  
8 knew that he was a good dancer?

9 A Yes. She mentioned it to me, and she said,  
10 "You should enter him." 10:36:59

11 And I laughed at her. I said, "It's  
12 ridiculous. He's never had any dance training. I  
13 can't put him in a dance contest."

14 And she said, "Well, if you don't, I will."

15 So I was wandering by a Target at lunchtime, 10:37:11  
16 so I just in the off chance went in and asked if he  
17 could enter. And they -- they said no because he  
18 was too young. So I just left it at that. I didn't  
19 worry about it.

20 And then on the way home, I passed another 10:37:23  
21 Target store near my home. So I thought, oh, I'll  
22 just ask again. So I did and they made a phone call  
23 and came back, and they said they would allow him to  
24 enter, but he would have no special consideration  
25 because he was so young. 10:37:37

CONFIDENTIAL - PURSUANT TO PROTECTIVE ORDER

1 Q So what were the two age groups, if you know?

2 A I think like 8 to 12 and 13 to 20, something  
3 like that.

4 Q And was this being advertised at the Target  
5 stores? 10:37:55

6 A Yes.

7 Q After the meet and greet, I understand that  
8 your son performed on stage the next day with  
9 Michael?

10 A The next night, he did, yes. 10:38:12

11 Q But otherwise, you didn't see Michael?

12 A We saw him after the second concert. The --  
13 the third night, we went to the hotel to take a  
14 thank you letter to him. And he found out that we  
15 were there and invited us to his suite. We went up 10:38:28  
16 and spent an hour and a half with him.

17 Q And who was there?

18 A Just us and Michael. Bill Bray was there  
19 initially, his security, but he left. He stayed  
20 till we came in, and then he left. 10:38:43

21 Q So when you say "us," it was just you --

22 A It was just Wade and myself.

23 Q And what did you talk about with Michael?

24 A He talked about how talented Wade was, and he  
25 showed us -- "Smooth Criminal" was just being edited 10:38:58

CONFIDENTIAL - PURSUANT TO PROTECTIVE ORDER

1 at the time, and it hadn't been released. And it  
2 was -- he was obviously editing and going through  
3 it. He had that on a -- on a television screen, and  
4 he showed that to us, and we watched that with him.

5 And he asked me to stay in touch with him and 10:39:18  
6 gave me the Hayvenhurst address in Encino and asked  
7 me to send videos and keep him -- keep in touch with  
8 him regarding Wade's career.

9 Q And you did that, right?

10 A I did that. 10:39:33

11 Q And you sent letters?

12 A I did. Nothing ever got to him, but I did  
13 send them, yes.

14 Q So you sent letters, and did you also --

15 A And videos. 10:39:41

16 Q Videos?

17 A Uh-huh, yes.

18 Q And how do you know it didn't get to him?

19 A When I fin- -- we did get to see him two  
20 years later, he told us he'd never received 10:39:48  
21 anything.

22 Q Did he tell you who was living at the  
23 Hayvenhurst address?

24 A No, not at the time he didn't, no.

25 Q Approximately how many letters do you think 10:40:00

CONFIDENTIAL - PURSUANT TO PROTECTIVE ORDER

1 you sent prior to your -- to your trip to the United  
2 States?

3 A Maybe three or four --

4 MR. FINALDI: Vague and ambiguous as to time.

5 THE WITNESS: I'm guessing three or four, 10:40:10  
6 maybe.

7 BY MS. KLEINDIENST:

8 Q Okay. So the dance contest was in November  
9 of 1987?

10 A Yes. 10:40:15

11 Q And you went to the United States for the  
12 first time after that in January of 1990?

13 A Yes --

14 Q So --

15 A -- no -- yes, it was. It was '89/'90. Yes, 10:40:31  
16 you're right. Sorry.

17 Q So it was a -- a little over two years later?

18 A Yes.

19 Q And during those two years, you sent about  
20 four letters? 10:40:38

21 A I think so. I'm -- I mean, I'm trying to  
22 remember.

23 Q Yeah, yeah.

24 A Approximately that. And I -- and whether I  
25 sent those and -- and video at different times, I -- 10:40:44

CONFIDENTIAL - PURSUANT TO PROTECTIVE ORDER

1 I don't remember. But I know I did send video.

2 Q And at that point, video was on -- was it on  
3 like a --

4 A VHS, yes. It's back that far.

5 Q And during that time frame, you didn't hear 10:41:02  
6 back from Michael Jackson?

7 A I did not, no.

8 Q And you also hadn't -- I mean, he didn't  
9 respond to your letters which he didn't receive, but  
10 you didn't otherwise hear from Michael Jackson at 10:41:37  
11 all either during those two-plus years, correct?

12 A No.

13 Q And you didn't hear from anyone working for  
14 him during that time?

15 A They had no contact for us. And I had no 10:41:44  
16 contact for him either.

17 You know, he said to us at the time, "You  
18 should come to the United States. Call me."

19 Sure. Look him up in the White Pages?

20 Q Well, you came to the United States in 1990, 10:41:57  
21 correct --

22 A Yes.

23 Q -- in January?

24 And that, I understand, was for performances  
25 with the Johnny Young Talent School? 10:42:07



CONFIDENTIAL - PURSUANT TO PROTECTIVE ORDER

1 A At Disneyland, yes.

2 Q That both Wade and Chantal were performing  
3 in?

4 A Yes.

5 Q And at that point, you did call Michael 10:42:13  
6 Jackson, right?

7 A Well, before I left Australia -- Wade had  
8 done a lot of television in Australia, so I just  
9 called a couple of the television stations asking if  
10 they had any sort of contact for him. And they 10:42:24  
11 gave -- gave us a number, which turned out to be  
12 TriStar Pictures, which wasn't much help.

13 But people just kept passing us around. I --  
14 they would give me a number. Someone else would  
15 give me another number. And eventually, someone 10:42:41  
16 gave me MJJ Production's number.

17 Q So you started out -- before you left for the  
18 trip --

19 A Yes.

20 Q -- you called some TV stations in Australia? 10:42:51

21 A Yes.

22 Q And one of them gave you TriStar?

23 A Yes.

24 Q And so I assume you called TriStar when you  
25 got here? 10:42:59

CONFIDENTIAL - PURSUANT TO PROTECTIVE ORDER

1 A Yes.

2 Q And do you remember what they told you?

3 A I just remember they gave me another number  
4 that -- said, "Might help you."

5 And I don't remember what it was. I know we 10:43:06  
6 had -- we called two or three numbers before we --  
7 someone gave us MJJ's number.

8 Q And, eventually, you got MJJ Productions'  
9 number?

10 A Yes. 10:43:17

11 Q And you got ahold of Michael Jackson's  
12 personal assistant, Norma Staikos?

13 A Norma Staikos, yes.

14 Q And on that trip to California, it was you,  
15 your husband at the time, Dennis -- 10:43:33

16 A Yes.

17 Q -- Wade, Chantal?

18 A Yes.

19 Q And then was it your parents?

20 A My parents, yes. 10:43:40

21 Q And that was it, right?

22 A That was it, along with 40 other people from  
23 the dance company.

24 Q Oh, right. But they left, actually, after  
25 two weeks? 10:43:50

CONFIDENTIAL - PURSUANT TO PROTECTIVE ORDER

1 A Yes.

2 Q And then you stayed on?

3 A Yes.

4 Q And I think that I may have read -- correct  
5 me if I'm wrong, that you got in touch -- finally 10:44:01  
6 got in touch with someone or Michael himself right  
7 around the same time everybody else from your tour  
8 was leaving?

9 A Yes.

10 Q So after the -- you got in touch with 10:44:17  
11 Michael's personal assistant, you were invited to  
12 meet him?

13 A Yeah. She checked with him and -- to see  
14 that he remembered us. And then she called us back  
15 and asked us to have a meeting with him at Record 10:44:32  
16 One in Sherman Oaks.

17 Q And who went to the meeting?

18 A Dennis, myself, Wade and Chantal.

19 Q And there was a photo shoot going on there?

20 A I think so. He was doing -- he was recording 10:45:00  
21 "Liberian Girl," and the -- the producer was there.  
22 And I know we took a photograph with him. There was  
23 somebody there taking photographs.

24 MS. KLEINDIENST: Let me ask you because I  
25 don't know. 10:45:18

CONFIDENTIAL - PURSUANT TO PROTECTIVE ORDER

1 I'll ask the court reporter to mark this as  
2 Exhibit 521.

3 (Exhibit 521 was marked for identification  
4 by the court reporter and is attached hereto.)

5 BY MS. KLEINDIENST: 10:45:44

6 Q And do you recognize this picture?

7 A Yes, that's the one taking at Record One.

8 Q Oh, this is from Record One?

9 A Yes.

10 Q And that's you in the top left? 10:45:53

11 A That's me with all the hair, the poodle.

12 Q That was the style at the time, right?

13 A I'm sorry?

14 Q That was the style at the time?

15 A It was in. It was very Janet Jackson at the 10:46:08  
16 time.

17 Q Yeah. And this is your daughter Chantal --

18 A Chantal.

19 Q -- in the jean jacket?

20 A Yes. 10:46:16

21 Q And this is your husband Dennis?

22 A Yes.

23 Q And that's Wade in the white hat?

24 A Yes.

25 Q So tell me what you can remember from the 10:46:21

CONFIDENTIAL - PURSUANT TO PROTECTIVE ORDER

1 meeting at Record One.

2 A We played some VHS footage of Wade  
3 performing. Michael wanted to see some -- some of  
4 the things. And we all sat and watched that.

5 There was another photograph taken of us -- I 10:46:43  
6 think I have it somewhere -- of us sitting, watching  
7 something on the television. I was pretty sure we  
8 weren't there for very long, maybe an hour and a  
9 half. And that's basically all we did.

10 We sat and -- and -- on a couch and -- and 10:46:57  
11 just chatted with him for a while. He wanted to  
12 know what Wade had been doing. And, you know, we  
13 watched some of the footage, took photographs. And  
14 then he asked if we'd like to go to Neverland for  
15 the weekend. 10:47:10

16 Q So the VHS tapes of Wade performing, that's  
17 something that you brought from Australia?

18 A Yes.

19 Q That wasn't from the Johnny Young  
20 performance? 10:47:20

21 A No. It was with -- they were Johnny Young  
22 performances. He had been performing with this  
23 dance company for that -- two years. They danced  
24 every weekend and every school holiday. They danced  
25 in the -- they did the city center, that type of 10:47:30

CONFIDENTIAL - PURSUANT TO PROTECTIVE ORDER

1 thing, and malls. And they worked -- they  
2 constantly worked, 11 shows every weekend.

3 Q But you had brought that over and --

4 A I brought copies of things he'd done with  
5 the -- with the company, yes. 10:47:44

6 Q And you brought it over in the hopes that you  
7 would meet Michael?

8 A I guess so. I don't know why else I would  
9 have brought them. That's my memory of it, yes.

10 Q And you -- there was a photo shoot going on, 10:47:54  
11 so I assume there were some photographers or people  
12 like that around?

13 A I remember -- I think only one.

14 Q Okay.

15 A Just the one photographer, as far as I can 10:48:01  
16 remember.

17 Q Do you remember anyone else being in the  
18 studio?

19 A There was women -- there was a woman at the  
20 front desk, I think, that -- when we first came in. 10:48:15  
21 And then there was the write- -- the producer or  
22 writer for "Liberian Girl."

23 Q Okay.

24 A That's all I remember seeing.

25 Q When you say a girl at the desk, you mean 10:48:21

CONFIDENTIAL - PURSUANT TO PROTECTIVE ORDER

1     like a receptionist --

2           A    I think so, yeah.

3           Q    -- for --

4           A    I vaguely remember that, yes.

5           Q    Okay. And during that visit, Michael           10:48:30  
6     specifically invited you to Neverland?

7           A    Yes.

8           Q    Do you remember what he said?

9           A    No. I mean, I remember saying, "I have my  
10    parents here with me."                                   10:48:43

11                   And he said, "Well, bring them, too. You  
12    should all come."

13                   Though they were in Orange County. We'd left  
14    them in Anaheim, so we had to go back and get them.

15           Q    And did you go up to Neverland that same day?   10:48:53

16           A    That night.

17           Q    Did Michael go separately from you?

18           A    Michael drove my children in his Bronco.

19           Q    Okay.

20           A    He asked if they could drive with him, and my   10:49:10  
21    parents and Dennis and I went in a limo.

22           Q    So you said that you had to go back and get  
23    your parents from Orange County?

24           A    Yes.

25           Q    Did you all then come back and meet Michael,   10:49:22

CONFIDENTIAL - PURSUANT TO PROTECTIVE ORDER

1           So we allowed them to stay there.

2           Q    Okay. And you were comfortable with those  
3 arrangements at the time, right?

4           A    Because I thought they were staying on the  
5 mezzanine level, yes. 10:53:35

6           Q    Okay. Did you find out that they hadn't  
7 stayed on the mezzanine level?

8           A    Not after the first night. After the second  
9 night, I did.

10          Q    Okay. How did you find that out? 10:53:43

11          A    Oh, Chantal was on the mezzanine level and it  
12 was later in the morning and she wanted -- she could  
13 see us outside and she wanted to come out to us.  
14 And she didn't feel like she could walk out through  
15 Michael's room. 10:54:00

16               And I can't remember how she eventually did  
17 get out to us, but she came out and said, "I've  
18 been -- I saw you outside and I wanted to come out  
19 so badly and I couldn't get out of the room and --  
20 Wade and Michael were still asleep." 10:54:13

21               And then it came out that -- that Wade had  
22 fallen asleep in Michael's bed.

23          Q    And were you concerned about that at the  
24 time?

25          A    Not particularly, because they talked to me 10:54:25



CONFIDENTIAL - PURSUANT TO PROTECTIVE ORDER

1 about watching movies with Michael, and -- and they  
2 just fell asleep in the bed. I think Chantal had  
3 fallen asleep in the bed, too, but had woken up and  
4 had gone back upstairs.

5 Q All right. And you said that Chantal 10:54:38  
6 mentioned that she couldn't get out -- or she felt  
7 like she couldn't get out of the room?

8 A Oh, she just didn't want to disturb Michael,  
9 I think.

10 Q Okay. So you didn't interpret that as, oh, 10:54:47  
11 she couldn't go downstairs?

12 A Oh, no, no, no. She just felt like -- felt  
13 weird about walking through the bedroom and -- and  
14 disturbing them.

15 Q Uh-huh. And did anything that Chantal said 10:54:54  
16 to you that -- that next day give you any concerns?

17 A No.

18 Q And after that first weekend, on the second  
19 weekend, are you -- well, let me actually just  
20 strike that. 10:55:19

21 There were subsequent times that you were at  
22 the ranch with Wade and sometimes other members of  
23 your family. And you were aware that Wade was  
24 sleeping in Michael Jackson's bedroom and even  
25 sometimes in Michael Jackson's bed, right? 10:55:33

CONFIDENTIAL - PURSUANT TO PROTECTIVE ORDER

1 A Yes.

2 Q Okay. But that was never something that you  
3 felt concerned or uncomfortable about at that time;  
4 is that right?

5 MR. FINALDI: Vague as to time. 10:55:44

6 THE WITNESS: I'm sorry. What was that?

7 MR. FINALDI: I stated an objection for the  
8 record. I said "vague as to time."

9 THE WITNESS: No. I -- you know, Michael  
10 was -- you just automatically trusted him. He was 10:56:00  
11 just one of those people I -- I just felt -- I felt  
12 like there was never anything that gave me concern  
13 at the time.

14 BY MS. KLEINDIENST:

15 Q And you got to know him pretty well, right? 10:56:12

16 A Very well.

17 Q You had a lot of conversations with him?

18 A Many.

19 Q And he told you some personal things, right?

20 A Yes. 10:56:24

21 Q Okay. Did he talk to you about his family?

22 A Yes.

23 Q And his childhood?

24 A Yes.

25 Q Can you remember the types of things he told 10:56:28

CONFIDENTIAL - PURSUANT TO PROTECTIVE ORDER

1 you?

2 A About his childhood?

3 Q Sure. Let's start with his childhood.

4 A He -- he talked about the fact that he -- he  
5 felt like he worked all the time. His relationship 10:56:36  
6 with his father was very strained. He talked about  
7 some physical abuse.

8 And his family, he -- he didn't really have a  
9 lot of trust with the rest of the family. There  
10 wasn't really -- other than Janet. I think he had a 10:56:59  
11 good relationship with her, but -- and his mother.  
12 But outside of that, he really didn't have much of a  
13 relationship with anybody else.

14 Q He had a lot of siblings.

15 A Yeah. And he always felt like -- responsible 10:57:11  
16 for them all.

17 Q Uh-huh. Particularly, I assume, after he  
18 gained success?

19 A Yes.

20 Q You said that he talked a little bit about 10:57:22  
21 physical abuse. Did he just talk about that in  
22 general terms, or did he really get into details  
23 with you?

24 A Oh, a couple of things. He talked about  
25 being hit with an ironing cord. And his father used 10:57:33

CONFIDENTIAL - PURSUANT TO PROTECTIVE ORDER

1 to bring fans in while they were asleep, to see them  
2 in their beds, put matches between their toes and  
3 light them, just things like that. They are the  
4 only things he really talked about.

5 Q And when he would -- I mean, these sound like 10:57:50  
6 pretty deep conversations. When -- what sort of  
7 situations would he open up to you like this?

8 A All the time. He would call constantly.  
9 When we were in Australia, he would call and talk  
10 sometimes eight hours a day. If Wade wasn't there, 10:58:06  
11 he'd talk to me or he'd talk to both of us.

12 There would be times when he would call -- he  
13 was driving from Los Angeles to Neverland, which is  
14 a two-and-a-half-hour drive, and he'd say, "You have  
15 to keep me company all the way." So he'd talk to me 10:58:20  
16 all the way there so he had someone to talk to.

17 I was with him when his grandmother died, and  
18 he cried. He saw her in Vegas. He would talk to me  
19 about a lot of things. His loneliness.

20 Q So part of the reason that you felt 10:58:43  
21 comfortable was that you had developed such a trust  
22 relationship with Michael personally?

23 A Yes. He spent a lot of time making me feel  
24 comfortable. He spent a lot of time talking to me  
25 about who he was, making me feel like I was someone 10:58:57

CONFIDENTIAL - PURSUANT TO PROTECTIVE ORDER

1 special in his life. He read -- he told me that he  
2 read his first poem to me, that he didn't -- hadn't  
3 read poetry to anybody else when he wrote his poetry  
4 book.

5 That he said, "I'm really embarrassed. I've 10:59:15  
6 never read poetry to anybody else. Can I read it to  
7 you?" things like that that make you feel like you  
8 had a special relationship.

9 Q And these were private one-on-one  
10 conversations? 10:59:25

11 A Yes.

12 Q All right. So I skipped a little bit ahead  
13 there, so we'll kind of go back to where we left off  
14 in order.

15 After the four-week trip in January/February 10:59:37  
16 1990, the next time you came back to the U.S. was  
17 around May of 1990; is that right?

18 A Yes.

19 Q Okay. And I understand that trip was for  
20 about six weeks? 10:59:52

21 A Yes.

22 Q And that was for an L.A. Gear commercial?

23 A It was a photo shoot, actually.

24 Q Okay. A photo shoot.

25 And I understand that that was paid for by 11:00:08

CONFIDENTIAL - PURSUANT TO PROTECTIVE ORDER

1 L.A. Gear?

2 MR. FINALDI: Calls for speculation.

3 THE WITNESS: I think so. I --

4 BY MS. KLEINDIENST:

5 Q I'll turn your attention to page 415 of your 11:00:18

6 grand jury transcript, which is 5- -- Exhibit 519.

7 It's the one right in front of you, actually.

8 A What page was it? Sorry.

9 Q 415. There's a lot of numbers on it, but

10 that's the simplest one. 11:00:35

11 So if you look at lines 17 and 18 --

12 A I must have the wrong page. Hold on. I've

13 used the wrong number.

14 Q Oh, yeah. I'm sorry. There's three numbers.

15 It's towards the beginning. 11:01:01

16 A Okay.

17 Q Okay. So lines 17 and 18, you were asked:

18 "And who paid for the trip?"

19 And this is referring to the May 1990 trip.

20 Do you see that? 11:01:13

21 A Yes.

22 Q And your response was "L.A. Gear," right?

23 A Yes.

24 Q And you don't have any reason to believe that

25 your testimony was incorrect, correct? 11:01:20

CONFIDENTIAL - PURSUANT TO PROTECTIVE ORDER

1       A    I don't think so. I don't remember where  
2       the -- who the check came from at this stage. I  
3       know -- I remember Michael telling them that he  
4       wanted to -- wanted Wade to be a part of it.

5               And they said, "Of course, you can" --               11:01:38  
6       because we laughed about it at the time. They said  
7       to him, "You can have anyone you want in -- in the  
8       photo shoot."

9               He said, "Good, because this little boy lives  
10       in Australia."   11:01:49

11               And they had a fit so -- I guess because they  
12       had to pay for him to come from Australia.

13       Q    Oh, okay. That makes sense. And it looks  
14       like on that trip that you stayed at the Holiday Inn  
15       on Wilshire?   11:02:04

16       A    Yes.

17       Q    Okay. And it says that that's across the  
18       street from Michael's condo?

19       A    Yes.

20       Q    And that was a condo in Westwood?               11:02:08

21       A    Yes. On the corner of Selby and Wilshire.

22       Q    Okay. Do you remember that condo?

23       A    Yes.

24       Q    Do you remember how many rooms it had?

25       A    I always thought it had two bedrooms, but I'm   11:02:26

CONFIDENTIAL - PURSUANT TO PROTECTIVE ORDER

1 told it has three. I only remember two. Michael's  
2 room -- I know there was another room that just had  
3 a lot of paraphernalia in it. You couldn't get into  
4 the room. That -- that's what I remember. And  
5 that's why Chantal and I slept in the living room. 11:02:43

6 Q When you say "couldn't get into the room,"  
7 because it was so stuffed?

8 A It was just full of -- Michael just was a  
9 compulsive shopper, and he just had stuff in there.

10 Q And when you say you've been told it was 11:02:54  
11 three, who -- who told you that?

12 MR. FINALDI: Objection; calls for  
13 attorney-client privilege.

14 So if it's something you heard from an  
15 attorney, don't answer. But if you've heard from 11:03:04  
16 someone else --

17 THE WITNESS: I really don't remember.

18 BY MS. KLEINDIENST:

19 Q Okay. And you mentioned that you had stayed  
20 there with Chantal and Wade before? 11:03:17

21 A Not before that trip, no.

22 Q Oh, I'm sorry.

23 A That -- that was the first trip.

24 Q At some point. Was it during that trip?

25 A We did stay there -- we did stay there, 11:03:26



CONFIDENTIAL - PURSUANT TO PROTECTIVE ORDER

1 actually, for a week when we came in the January  
2 after -- after the second weekend in -- at  
3 Neverland, we stayed there for a week.

4 Q Okay. So let me make sure I have the  
5 timeline right.

11:03:45

6 So you came for four weeks in January/  
7 February 1990?

8 A Yes.

9 Q And two weeks you were in Anaheim with the  
10 dance tour. Then you were at a weekend in  
11 Neverland.

11:03:54

12 A And then the Grand Canyon.

13 Q And then your family went to the Grand  
14 Canyon, another weekend in Neverland.

15 A In Neverland. And then Dennis and my parents  
16 went to San Francisco. And Chantal and Wade and I  
17 stayed with Michael.

11:04:04

18 Q And you -- where did you stay?

19 A At the condo on Selby and Wilshire.

20 Q Did you have a separate hotel room, as well,  
21 or you were --

11:04:17

22 A No. We just stayed there.

23 Q So it was you, Chantal, Wade and Michael?

24 A Yes.

25 Q And that was it?

11:04:27

CONFIDENTIAL - PURSUANT TO PROTECTIVE ORDER

1 A Yes.

2 Q And I think that you mentioned that you and  
3 Chantal would sleep in the living room?

4 A Yes.

5 Q And Wade would sleep in the bedroom with 11:04:39  
6 Michael?

7 A In Michael's room, yes.

8 Q And did you understand at that point that he  
9 was sharing a bed?

10 A Yes. 11:04:46

11 Q And again, that didn't raise any concerns  
12 with you at that time?

13 A No. And, you know, looking back on it now, I  
14 question myself. But Michael just had a way of  
15 making you feel that you could trust him and that 11:05:07  
16 there was nothing going on. He was -- at times, he  
17 was like a child himself. And, you know, he talked  
18 about how he'd missed out on his childhood.

19 Q Uh-huh.

20 A And I always felt like he was reliving his 11:05:20  
21 childhood through these children. Because he would  
22 be -- you could sit and talk to Michael, and he'd be  
23 like an old soul, he'd be an old man because he'd  
24 done so much --

25 Q Uh-huh.

CONFIDENTIAL - PURSUANT TO PROTECTIVE ORDER

1 A Yes.

2 Q And this was -- was this at the ranch?

3 A Yes.

4 Q And I -- I believe that you were, perhaps,  
5 spoken to or you spoke to some of Michael's 11:10:35  
6 employees at Neverland. Do you remember that?

7 A I think, from memory, I was -- I think I was  
8 outside, and I was crying. I was upset because I  
9 hadn't seen Wade, and -- and I think it -- I think  
10 it was Charli, who was the security, came up to ask 11:10:52  
11 me if I was okay. And I -- you know, I told her I  
12 was -- I was upset because I hadn't seen Wade all  
13 day, and it was Mother's Day.

14 And then I remember being upset -- I had  
15 lunch by myself. I remember being upset at lunch 11:11:07  
16 and somebody brought me a rose, so they must have  
17 talked amongst themselves about me being upset. And  
18 someone brought a rose to the table. I can't  
19 remember who it was, though.

20 Q Well, when you were upset because you hadn't 11:11:20  
21 seen your son, did you go looking for him?

22 A Yeah. I'd spent the whole day looking for  
23 him. You know, the ranch is so big that sometimes I  
24 spent a whole day looking for them, and we would  
25 pass in the night and not find each other. 11:11:33

CONFIDENTIAL - PURSUANT TO PROTECTIVE ORDER

1 Since then, I found out that there are secret  
2 rooms that I didn't know existed --

3 Q Uh-huh.

4 A -- at the ranch. And Wade now tells me that  
5 that's where they would be. 11:11:48

6 But I would spend my time on a golf cart  
7 driving around the ranch looking for them, yes.

8 Q Okay. And did you ever ask anyone -- well,  
9 did you -- on Mother's Day, did you ask anyone to  
10 help you find him? 11:12:01

11 A I wasn't allowed to do that.

12 Q What do you mean you weren't allowed?

13 A I wasn't allowed to let staff know anything  
14 about anything that was going on. I would not --  
15 I -- I could ask if anyone had seen Wade. I could 11:12:12  
16 ask security if they'd seen Wade, but I couldn't  
17 verbalize how I was feeling. I actually got  
18 reprimanded for doing what I did from Michael. He  
19 didn't allow -- he didn't want us talking to the  
20 staff, and he didn't allow the staff to talk to us. 11:12:28

21 Q And that was a directive from Michael  
22 himself?

23 A Yes.

24 Q And when you say that you were reprimanded by  
25 Michael, what do you mean? 11:12:37

CONFIDENTIAL - PURSUANT TO PROTECTIVE ORDER

1       A    I remember him coming into the room, and  
2       there was staff around. And I remember, when he was  
3       angry, he would have this -- this look on his face  
4       that was actually frightening. And he was furious.  
5       I could tell by the look in his eyes. And then       11:12:51  
6       later, he -- he reprimanded me for letting the staff  
7       know that I was upset.

8       Q    I mean, were you concerned about your son --

9       A    Yes.

10      Q    -- on Mother's Day?       11:13:01

11      A    I was -- I wasn't concerned for his welfare.

12      I was concerned that Michael knew it was Mother's

13      Day. He had had the day before with his mother.

14      That's why we came that night, because he had a

15      family day on the Saturday. So I was angry and I       11:13:13

16      was hurt that he kept my son away from me on

17      Mother's Day.

18      Q    So you were -- you felt left out?

19      A    Very -- well, I felt left out of my -- with

20      my -- from my son, yes.       11:13:26

21      Q    Right. You wanted to be with your son on

22      Mother's Day?

23      A    Of course.

24      Q    So you were angry?

25      A    Every mother wants to be with their child on       11:13:33

CONFIDENTIAL - PURSUANT TO PROTECTIVE ORDER

1 A And three girls, three other girls.

2 Q Three girls.

3 And approx- -- were they all children?

4 A Yes.

5 Q And Wade at this time, I guess, was 9? 11:26:37

6 A '91? He was born in '82, yeah.

7 Q And do you remember who the other girls were,  
8 if they were people you met through Johnny Young?

9 A Oh, girls from the Johnny Young Talent  
10 School --

11 Q Okay.

12 A -- yeah.

13 Q And in this letter, it refers to a fax sent  
14 on January 23rd, 1991.

15 Do you see that?

16 A Yes.

17 Q Do you remember what this is in regards to?

18 A I think he was trying to help me with  
19 immigration to the United States. I think we had  
20 talked to him about that. 11:27:20

21 Q Okay. And I notice that he said that he had  
22 intended that these documents be returned to you  
23 with their letter of November 22nd, 1990.

24 Do you see that?

25 A Yes. 11:27:37

CONFIDENTIAL - PURSUANT TO PROTECTIVE ORDER

1 Q So do you remember when you first consulted a  
2 lawyer about immigrating to the United States?

3 A No, I don't.

4 Q But it would have been sometime before --

5 A Yes. 11:27:48

6 Q -- November 1990?

7 A Yes.

8 Q When did you first begin thinking about  
9 moving to the U.S.?

10 A It was actually Dennis's idea when we were 11:28:00  
11 here in the January -- and we were at Disneyland.  
12 It was his idea then.

13 Q Do you -- do you remember what he said?

14 A No. He -- he just got a little carried away  
15 with the -- the hype that was going on. 11:28:16

16 Q So after -- so Dennis -- do you remember if  
17 it was his idea during the first part of your trip  
18 when you were performing at Disneyland or -- not  
19 you, but your -- your children were performing at  
20 Disneyland? 11:28:30

21 A No, I don't remember. I just remember him  
22 saying it. And then it was -- we just didn't think  
23 about it again after that. It was just -- it was  
24 just something that, you know, he just put out there  
25 and then -- then -- nothing ever came of it. 11:28:40

CONFIDENTIAL - PURSUANT TO PROTECTIVE ORDER

1 Q Okay. So he sort of threw it out there  
2 during that first trip.

3 And then when did you start focusing on it  
4 again?

5 A Not until after we'd been back a couple of 11:28:52  
6 times, and we'd -- we'd talk to Michael about  
7 possibly what he could do for Wade's career. He  
8 was -- he was the one who said -- his -- his  
9 statement was always, "Little one and -- and I are  
10 going to rule the world." 11:29:07

11 He had lots of plans for Wade to do things  
12 with him.

13 Q Uh-huh.

14 A And he would say to me -- he said to me on  
15 that first trip, "It's like looking in a mirror when 11:29:20  
16 I look at him. I see myself all over again."

17 He was very excited about his talent and  
18 where he could see him going.

19 So during those two trips back and forth  
20 to -- to the United States and -- and he was working 11:29:31  
21 with Michael and, you know, the -- the idea just  
22 grew from that, because he had made a lot of  
23 promises about what he could do with Wade's car- --  
24 Wade's talent.

25 Q Uh-huh. Well, it looks like this letter 11:29:44



CONFIDENTIAL - PURSUANT TO PROTECTIVE ORDER

1 ask him what he meant by preparing your son to  
2 leave?

3 A No, I never asked him, no.

4 Q Did you ask him about what he had said to  
5 your son? 12:02:39

6 A No.

7 Q When you -- you said that your son came back  
8 and he seemed less emotional.

9 Did that continue from that point forward?

10 A I don't remember. I don't think so. I mean, 12:02:51  
11 after a little while, he got back into his life in  
12 Australia. I think -- I don't remember him being  
13 that way for a long period of time.

14 Q And Wade continued to speak to Michael on the  
15 phone, too, right? 12:03:08

16 A Yes.

17 Q And Michael would call and -- and talk to  
18 both of you?

19 A Yes.

20 Q And you continued to be his friend? 12:03:12

21 A Yes.

22 Q And you continued to trust him?

23 A Yes.

24 Q And you continued to consider coming to the  
25 United States to live, right? 12:03:32

CONFIDENTIAL - PURSUANT TO PROTECTIVE ORDER

1       A    Yes.  I honestly can't remember when I made  
2   the decision that we wanted to do that.  It was --  
3   I'm not sure when we actually made that decision.  
4   Perhaps after the February trip.  I'm not sure.

5       Q    Okay.  But the letter, which I can't find --       12:03:58

6       A    Oh, from the attorney?  Yes, well, if -- if  
7   that was about immigration, then maybe it was  
8   sooner, but I -- you know, I'm not sure if that -- I  
9   know he dealt with passports and things.  I honestly  
10   don't remember, and I don't know what it was that he       12:04:14  
11   was sending back to me either --

12      Q    Uh-huh.

13      A    -- the photographs.  And I really don't  
14   remember what that was about.  If -- if it was  
15   immigration, then maybe I was thinking about it       12:04:22  
16   earlier.

17      Q    The next trip was in February 1991?

18      A    Yes.

19      Q    And I think that was for about a week; is  
20   that right?   12:04:33

21      A    Yes.

22      Q    And what was the purpose of that trip?

23      A    That was to meet with a choreographer who  
24   worked with Michael.  Michael had a project in mind  
25   that he wanted Wade to work with him and he wanted       12:04:46

CONFIDENTIAL - PURSUANT TO PROTECTIVE ORDER

1 to teach him how to pop and lock, the dance style.

2 Q Was that something that Michael suggested to  
3 you?

4 A Yes.

5 Q Was that on a phone call? 12:04:56

6 A Yes.

7 Q It was a phone call between you and him?

8 A Yes.

9 Q Was Wade on that call?

10 A He probably would not have been, not all 12:05:01

11 three of us, no. I mean, he probably would have  
12 spoken to Wade about it. Prior to talking to me,  
13 they would have had conversations about it, I'm  
14 sure.

15 Q Could you turn to pages 115 -- or 115 of your 12:06:10  
16 deposition transcript, which is Exhibit 518. And  
17 here you're talking about some of the calls that you  
18 would have between June of 1990 and February 1991.

19 Do you see that?

20 A Uh-huh -- 12:06:49

21 Q Is that --

22 A -- yes.

23 Q -- yes?

24 And Michael would initiate a lot of those  
25 calls? 12:06:54

CONFIDENTIAL - PURSUANT TO PROTECTIVE ORDER

1       A    He initiated most calls, particularly later.  
2   Once he had a cell phone, things -- he -- he would  
3   call.

4       Q    Do you remember when that was?

5       A    I don't. 12:07:09

6       Q    Was that more when he was on tours and you  
7   were living in the U.S.?

8       A    I don't know where he was at this -- at  
9   the -- when he was making these calls. I'm not  
10   sure. 12:07:23

11      Q    I'm sorry. I don't think my question was  
12   clear.

13           That when he would call you from his cell  
14   phone, was that more likely later on when you were  
15   living in the U.S.? 12:07:28

16      A    Possibly.

17           MR. FINALDI: Calls for speculation.

18           THE WITNESS: I don't remember. I don't  
19   remember when cell phones came in.

20   BY MS. KLEINDIENST: 12:07:35

21      Q    I don't either.

22      A    I can't remember life without them.

23      Q    Right, exactly.

24           So you say here that he would always talk to  
25   you. 12:07:45

CONFIDENTIAL - PURSUANT TO PROTECTIVE ORDER

1 by the court reporter and is attached hereto.)

2 BY MS. KLEINDIENST:

3 Q Do you recognize the handwriting in this fax  
4 as Michael Jackson's handwriting?

5 A Yes. 12:14:29

6 Q And this is another one of the faxes that you  
7 would have received after you bought the fax machine  
8 in sometime around mid to late 1990?

9 A I would think so, yes.

10 Q Do you remember a conversation that 12:14:41  
11 precipitated this fax?

12 A I don't. I'm looking at it and thinking I  
13 have no idea what this is about.

14 MS. KLEINDIENST: Okay. You can set it  
15 aside. 12:15:08

16 I'll ask the court reporter to mark this as  
17 Exhibit 525.

18 (Exhibit 525 was marked for identification  
19 by the court reporter and is attached hereto.)

20 BY MS. KLEINDIENST: 12:15:27

21 Q And again, this is another fax that you  
22 received?

23 A Yes.

24 Q And the handwriting is Michael Jackson's?

25 A Yes. 12:15:40

CONFIDENTIAL - PURSUANT TO PROTECTIVE ORDER

1 Q It looks like this one is dated January 9th,  
2 1991?

3 A Yes. Can we see the date on this previous  
4 one?

5 Q I can't, but if you can, let me know. 12:15:51

6 A No, I can't make it out either.

7 Q And again, do you remember any conversation  
8 that precipitated this or preceded this fax?

9 A I do not.

10 Q Okay. You can set that aside. 12:16:09

11 So you moved to United States, I think we've  
12 said, in September 1991?

13 A Yes.

14 Q And that was to pursue Wade's career in the  
15 entertainment industry? 12:16:31

16 A Initially, it was to do the "Black Or White"  
17 music video. That was what -- why we came at that  
18 time.

19 Q Right. But you had hoped at that time that  
20 you wouldn't be going home, right? 12:16:42

21 A Yes.

22 Q And the reason you wanted to move to the U.S.  
23 was to pursue Wade's career in the entertainment  
24 industry?

25 A Yes. 12:16:50

CONFIDENTIAL - PURSUANT TO PROTECTIVE ORDER

1 Q And, in fact, I think you testified at the  
2 criminal trial that Wade had made the decision at  
3 5 years old that he wanted to be in the  
4 entertainment business --

5 A Yes. 12:17:03

6 Q -- is that right?

7 Do you remember giving an interview on  
8 something called "Nick and Desiree's Infinite Dance  
9 Cast"?

10 A Oh, I do, yes. 12:17:17

11 Q That was in like the summer of 2011?

12 A If you say so. I don't remember when it was.  
13 I remember doing it.

14 Q It was after Michael died, right?

15 A I have no idea. 12:17:29

16 Q In that interview, you mentioned that after  
17 you moved to the United States, that you worked with  
18 him, being Michael Jackson -- or you didn't work  
19 with -- strike that. I'll start over.

20 In that interview, you mentioned that after 12:17:51  
21 you moved to the United States in September 1991,  
22 you didn't work with him, being Michael Jackson, a  
23 lot. You sort of said -- well, you did three music  
24 videos, and I think there was the L.A. Gear shoot  
25 which was before that. And there might have been 12:18:07

Page 114

CONFIDENTIAL - PURSUANT TO PROTECTIVE ORDER

1 one other commercial; is that right?

2 A A Pepsi commercial.

3 Q A Pepsi commercial, that's right.

4 You also said:

5 "I realized very early on that if 12:18:29

6 we were going to make it here, it

7 was going to be up to me. I

8 couldn't really rely on" -- and you

9 said, "Michael kind of lived in a

10 bubble and had a different reality 12:18:39

11 to ours. And so I was the one who

12 had to find agents."

13 Do you remember that?

14 A Yes.

15 THE REPORTER: "I was the one who had to 12:18:49

16 find" what?

17 MS. KLEINDIENST: Agents.

18 THE WITNESS: The funny part is Wade --

19 Michael did find an agent for Wade, but it was CAA,

20 and Wade was 7 years old and not known in this 12:18:58

21 country. And CAA was not going to be any -- and

22 that's why I said Michael lived in a bubble.

23 He had no idea of anything outside of his

24 realm. So -- Wade wasn't in that category for CAA.

25 It would not have been beneficial for him to be with 12:19:18



CONFIDENTIAL - PURSUANT TO PROTECTIVE ORDER

1 CAA.

2 MS. KLEINDIENST: Right.

3 THE WITNESS: Michael tried to help, but he  
4 just didn't understand what needed to be done.

5 BY MS. KLEINDIENST: 12:19:27

6 Q And when you were asked if you really had to  
7 manage Wade's career, you responded:

8 "I did. I did everything."

9 Is that right?

10 A I did what I had to do to -- to make things 12:19:34  
11 happen.

12 Before we left Australia -- and I think  
13 there's something in my testimony somewhere along  
14 the line -- and when I testified in 2005, I couldn't  
15 remember this, but I do remember now. They talked 12:19:46  
16 about Michael had promised film and television and  
17 recording deals. And when I read that testimony in  
18 2005, I thought, I don't remember this. But now I  
19 do.

20 Because Michael had gotten that deal with 12:20:02  
21 Sony, and he had said to me, "I'm going to have  
22 films -- I'm going to do films, I'm going to do  
23 television, and I'm going to do music, and little  
24 one will be a part of all of that."

25 Well, that never happened. The music did, 12:20:13

CONFIDENTIAL - PURSUANT TO PROTECTIVE ORDER

1 but the film and television part of it never  
2 happened.

3 So we came with certain expectations. And I  
4 honestly thought within a year of moving here, that  
5 we'd be at a point where I could travel back and 12:20:24  
6 forth. Because the idea of walking away from  
7 Australia was really difficult, and I had a lot of  
8 family still there. So I really thought we'd be  
9 back and forth to both countries. But these things  
10 didn't happen. 12:20:40

11 Q Uh-huh.

12 A So that's why I had to step in and do some  
13 things for us to survive.

14 Q And what types of things did you do to  
15 survive? 12:20:55

16 A Well, I got him an acting agent, and he  
17 started acting. And he -- you know, he booked some  
18 television shows. He didn't do a lot for -- for  
19 quite a while. We struggled for -- for quite a  
20 while. He did those videos with Michael. 12:21:10

21 Q When you say "those videos," you're talking  
22 about --

23 A He did -- he did "Black Or White," "Jam" and  
24 "Heal The World."

25 Q And "Black and White" was the first one? 12:21:21

CONFIDENTIAL - PURSUANT TO PROTECTIVE ORDER

1 A Yes.

2 Q And that was --

3 A And then "Jam" -- "Jam" was the second one in  
4 Chicago.

5 Q Do you remember what year that was? 12:21:27

6 A Yes. It was when the riots were here. When  
7 was that? In '93? '92, maybe -- I think it would  
8 be '92.

9 Q Uh-huh.

10 A And Michael had promised Wade the "Jam" 12:21:39  
11 video, and then I wasn't hearing from him.

12 And I kept calling Norma and saying, "You  
13 know, what's going on? He's supposed to be doing  
14 the 'Jam' video. Michael had promised him this."

15 And I -- she said, "Let me find out." 12:21:58

16 And I just wouldn't hear, I wouldn't hear.  
17 So -- and then he was actually up for another job,  
18 so I was calling her saying, "Are we doing the 'Jam'  
19 video or not? Because otherwise, I need to take  
20 this other job."

21 And at the last minute, they said, "Yes,  
22 you're doing it."

23 And we flew to Chicago. And once again,  
24 Brett Barnes was there.

25 Q Uh-huh.

1 Q Uh-huh.

2 A And Wade felt pushed aside a little bit,  
3 because Macaulay was the favored at that time. And  
4 every 12 months, there was somebody new. And then,  
5 you know, 12 months later, it was -- it was Brett 12:23:29  
6 Barnes, and then it was Jordy Chandler.

7 Q And you were upset that Wade was sort of  
8 being cast aside?

9 MR. FINALDI: Assumes facts not in evidence,  
10 misstates testimony. 12:23:37

11 You can explain.

12 THE WITNESS: Upset for Wade. Wade was  
13 feeling that someone else was more important than he  
14 was. I mean, kids get jealous. So I didn't -- and,  
15 you know, once -- it goes back to the emotional 12:23:52  
16 damage. I -- I saw it as emotional damage at the  
17 time.

18 BY MS. KLEINDIENST:

19 Q And you felt protective of Wade?

20 A Of course. 12:24:03

21 Q All right. The "Heal The World" video, do  
22 you remember when that was?

23 A I don't. I remember it being out in the  
24 desert, Lancaster. It was around the same time as  
25 the Pepsi commercial, because funnily enough -- or 12:24:23

CONFIDENTIAL - PURSUANT TO PROTECTIVE ORDER

1 maybe that was another one. There were two "Heal  
2 The World" music videos. The first one, he had been  
3 working on the Pepsi commercial, and then he went  
4 from that set straight to "Heal The World."

5 And it was the same teacher on the set, and 12:24:36  
6 she said to him, "You've worked today. You cannot  
7 work on this."

8 So he couldn't do it. And then he did the  
9 second one, but I don't know how much later that  
10 was. 12:24:50

11 Q And I think I saw for one of these videos, at  
12 least, he was paid around \$200?

13 A That's what they got paid. If they -- if  
14 they weren't union, they -- then he got \$200, yeah.

15 Q So that was true for all the videos? 12:25:01

16 A No. The "Black Or White" video was a union  
17 video, so he -- I don't know what the SAG rate was.  
18 I think it was around the \$500 mark at that stage.

19 Q But it wasn't paying the rent?

20 A No. We had money. We came with some money. 12:25:19

21 Q Sure.

22 A So we were -- you know, we were surviving.  
23 And then I had put money into that second house that  
24 we bought, which my husband gave me my share back,  
25 so we had -- we were surviving on that. 12:25:31

Page 121

1 Q Right. It wasn't -- you weren't --

2 A We weren't --

3 Q -- paying your bills with the money from  
4 those videos?

5 A No, no. Nobody pays bills with money from 12:25:40  
6 videos.

7 Q And Wade worked really hard for his success,  
8 right?

9 A He did.

10 Q I think he started teaching dance when he was 12:25:50  
11 how old?

12 A 12.

13 Q 12.

14 And then he got into choreography?

15 A At 14. 12:25:59

16 Q And he had a lot of success in that, right?

17 A Yes.

18 Q What were some of his big projects?

19 A Britney Spears, NSYNC. He worked with Pink,  
20 Usher. It goes on. 12:26:09

21 Q And that was -- well -- and you -- you were  
22 managing him at that time, right?

23 A Yes.

24 Q So even though you originally came over sort  
25 of with a connection to Michael, you made your own 12:26:31

CONFIDENTIAL - PURSUANT TO PROTECTIVE ORDER

1 Q Right. It wasn't -- you weren't --

2 A We weren't --

3 Q -- paying your bills with the money from  
4 those videos?

5 A No, no. Nobody pays bills with money from 12:25:40  
6 videos.

7 Q And Wade worked really hard for his success,  
8 right?

9 A He did.

10 Q I think he started teaching dance when he was 12:25:50  
11 how old?

12 A 12.

13 Q 12.

14 And then he got into choreography?

15 A At 14. 12:25:59

16 Q And he had a lot of success in that, right?

17 A Yes.

18 Q What were some of his big projects?

19 A Britney Spears, NSYNC. He worked with Pink,  
20 Usher. It goes on. 12:26:09

21 Q And that was -- well -- and you -- you were  
22 managing him at that time, right?

23 A Yes.

24 Q So even though you originally came over sort  
25 of with a connection to Michael, you made your own 12:26:31

CONFIDENTIAL - PURSUANT TO PROTECTIVE ORDER

1 connections?

2 A Yes.

3 MR. FINALDI: Which one are you on?

4 BY MS. KLEINDIENST:

5 Q I'm going to ask you to look at -- 12:27:04

6 No. It's the criminal testimony. It's  
7 Exhibit 520.

8 And if you could turn to page 9292.

9 MR. FINALDI: Of the criminal, right?

10 MS. KLEINDIENST: Yes. 12:27:19

11 Q Okay. If you could look -- starting around  
12 line 18, you're talking about -- okay. The first  
13 question is:

14 "Did you feel there was any quid  
15 pro quo when he helped you as a 12:27:43  
16 sponsor?"

17 Michael sponsored you to come to the United  
18 States, correct?

19 A Yes.

20 Q And they asked you about that: 12:27:50

21 "Did you feel there was a quid pro  
22 quo when he helped you as a sponsor?"

23 And your response was:

24 "Not at all."

25 Right? 12:28:00



CONFIDENTIAL - PURSUANT TO PROTECTIVE ORDER

1 A Other than loyalty.

2 Q What do you mean by that?

3 A Well, I mean, it's -- it's a normal reaction  
4 that you -- I mean, Michael had special stipulations  
5 about, you know, you couldn't talk about him to the 12:28:09  
6 press. You couldn't do any press that involved him.  
7 There were certain rules. I often remember saying  
8 it was very difficult to be Michael's friend.

9 Q Uh-huh.

10 A I got into trouble a lot with him because I 12:28:24  
11 was -- at one point, I'm trying to promote Wade's  
12 career, but I could never do any- -- say anything  
13 that involved him. He never wanted to be talked  
14 about in association with Wade.

15 So other than that, there were certain things 12:28:40  
16 that were expected of you as a friend.

17 Q Did that upset you?

18 A No. It -- I -- I took it for what it was.  
19 But it did make things difficult at times. And we  
20 did have some -- we did have some issues over it at 12:28:57  
21 times. He would -- he would have quite a bit to  
22 say. The Pepsi commercial was -- was a perfect  
23 example.

24 He did this Pepsi commercial and straight  
25 after it, we left for Australia for a visit. I had 12:29:09

CONFIDENTIAL - PURSUANT TO PROTECTIVE ORDER

1 the commercial because it was a lawsuit.

2 Q Did the commercial air?

3 A Only overseas with the tour. When the  
4 "Dangerous" tour was canceled -- I have a copy of  
5 it. It's on YouTube. It's -- it's "I'll Be There." 12:30:34  
6 But it didn't air in the United States because the  
7 "Dangerous" tour was canceled when he had those  
8 problems.

9 Q So when you said it was difficult to be  
10 Michael's friend and this is the example you give, 12:30:50  
11 what you're saying is it would be dif- -- it's  
12 difficult because, you know, he's a big celebrity,  
13 and there were all these restrictions --

14 A Yes.

15 Q -- and lawsuits and various things like that? 12:30:59

16 A Yes. It was -- it was -- it was tough at  
17 times. I mean, we loved him, and we did what we  
18 needed to do to -- to be his friend. But there were  
19 times when it became difficult.

20 Q So when you were asked in the criminal trial, 12:31:12  
21 "Did you feel there was any quid pro quo when he  
22 helped up as a sponsor," and you responded, "Not at  
23 all," was that not true?

24 A I guess I didn't think about this side of  
25 things at the time. I -- I -- I mean, it wasn't -- 12:31:27

CONFIDENTIAL - PURSUANT TO PROTECTIVE ORDER

1 he didn't ask -- literally say, well, I want this  
2 in -- in response for me sponsoring you. There was  
3 no requests. But when I think about it, that would  
4 be the only thing that would be required.

5 You know, if -- if you did anything to upset 12:31:40  
6 Michael, he would cut you off. He did it to a  
7 family in England because they did press about him.  
8 He would just -- he would just cut you off.

9 So in order to remain his friend, you had to  
10 abide by his rules. 12:31:55

11 Q So this was your state of mind at the time?

12 A Yes, I mean -- yeah. At the time, I did not  
13 think about that side of it. I knew there was no --  
14 there was no direct requests for something.

15 Q Okay. So then you were asked: 12:32:15

16 "Now, what is this issue? You  
17 needed him as a sponsor for what  
18 purpose?"

19 And your response is:

20 "To remain in the United States. 12:32:24  
21 We -- permanent residence. To be  
22 able to have a green card, we had to  
23 have someone sponsor us in -- into  
24 the country."

25 Do you see that? 12:32:34

CONFIDENTIAL - PURSUANT TO PROTECTIVE ORDER

1 A Yes.

2 Q Okay. And then you were asked:

3 "Did you go to him and ask him if  
4 he would be your sponsor?"

5 And you responded:

12:32:40

6 "I talked to him about it, and he  
7 said he would do whatever he could  
8 do. He just instructed his office  
9 to do whatever was needed."

10 Do you see that?

12:32:49

11 A Yes.

12 Q And then he -- on line 8, he asks:

13 "Did Mr. Jackson have to actually  
14 sign anything to be your sponsor, if  
15 you recall?"

12:33:03

16 And your response is:

17 "Yes."

18 Right?

19 A Correct.

20 Q And then he asks:

12:33:09

21 "And did you ask him to do that?"

22 And you responded:

23 "Yes, pretty much. Basically, I  
24 asked for help, so that was the only  
25 way we could stay, so yes."

12:33:19

CONFIDENTIAL - PURSUANT TO PROTECTIVE ORDER

1 Do you see that?

2 A Yes.

3 Q And he -- and then he asks:

4 "And he did help you, right?"

5 And you responded: 12:33:27

6 "Yes, he did."

7 Correct?

8 A Yes.

9 Q And then he asked:

10 "Did you feel like you owed him 12:33:32

11 anything after he helped sponsor

12 your family to stay in the U.S.?"

13 And your response is:

14 "No, not at all."

15 Right? 12:33:43

16 A Well, that's pretty much, basically, the same  
17 thing as what was asked earlier, yes.

18 Q Right. Okay. And after moving to the United  
19 States -- and we talked about this a little when we  
20 were talking about your employment history -- you 12:33:58  
21 worked as a manager at Pigments Cosmetics?

22 A Yes.

23 Q And I think in your testimony, you describe  
24 yourself as on loan from MJJ Productions?

25 A Yes. 12:34:15

CONFIDENTIAL - PURSUANT TO PROTECTIVE ORDER

1 Q And you said that Pigments Cosmetics would  
2 send the check to MJJ Productions, and they would  
3 reissue a check to you; is that right?

4 A Yes, while I was working there, yes.

5 Q And I think you told me before how long you 12:34:29  
6 worked there. It was for some period of time up  
7 until Wade booked a movie?

8 A The first time, yes. And then he did the  
9 movie. And then I went back part-time for, I think,  
10 possibly another 12 months after that. And then I 12:34:43  
11 left again, but MJJ Productions continued to send me  
12 a check. And apparently -- I didn't know at the  
13 time.

14 Apparently, during the time -- that 12 months  
15 that I was working there -- and I'm not sure for how 12:34:59  
16 long -- Pigments had stopped sending MJJ Productions  
17 a check, but they kept sending one to me, and I  
18 didn't know that.

19 Q And when did you find that out?

20 A I'm not -- I remember Norma telling me, but 12:35:15  
21 I'm not sure -- I'm not sure when it was.

22 And then they continued to send me that check  
23 for quite some time, until I told them to stop.

24 Q And you understood that you were receiving a  
25 check from MJJ Productions as opposed to Pigments 12:35:33

CONFIDENTIAL - PURSUANT TO PROTECTIVE ORDER

1 company."

2 Do you see that?

3 A Yes.

4 Q And that was your understanding at the time

5 you testified? 12:37:20

6 A Yes.

7 Q They then ask:

8 "What is the nature of your  
9 contract with MJJ Productions?"

10 And you responded: 12:37:25

11 "I don't have a contract with  
12 them. I'm just sponsored by them  
13 into the United States."

14 Do you see that?

15 A Yes. 12:37:31

16 Q And was that your understanding at the time  
17 you testified in 1994?

18 A Yes.

19 Q And I think that you also testified -- and  
20 you can look through as much of your transcript as 12:37:46  
21 you want -- on page 425 that MJJ Productions had  
22 nothing to do with arranging your housing and did  
23 not pay your rent.

24 Do you remember that?

25 A Not after the first month, no. 12:38:00

CONFIDENTIAL - PURSUANT TO PROTECTIVE ORDER

1 Q The first month was when you came to do  
2 "Black and White"?

3 A Yes.

4 MS. KLEINDIENST: I'll ask the court reporter  
5 to mark this as Exhibit 526. 12:38:20

6 (Exhibit 526 was marked for identification  
7 by the court reporter and is attached hereto.)

8 BY MS. KLEINDIENST:

9 Q Do you know if you've seen this letter  
10 before? 12:39:10

11 A I haven't.

12 Q Okay. Do you know what MJJ Ventures, Inc.  
13 is?

14 A It's a subsidiary of MJJ Productions.

15 Q And do you know what it did in the 1990s? 12:39:19

16 A Some of -- some of the things that Michael  
17 did went through Ventures, and some went through  
18 Productions. I'm not sure how they separated that.

19 Q But it was one of Michael's companies?

20 A Yes. 12:39:37

21 Q And MJJ Productions was another of Michael's  
22 companies?

23 A Yes.

24 Q And you're not really sure how they  
25 decided -- 12:39:46



CONFIDENTIAL - PURSUANT TO PROTECTIVE ORDER

1       A    No, I'm not sure.  I know I saw -- often saw  
2       Ventures and saw some -- some things went through  
3       Ventures, but I'm not sure how they separated them,  
4       no.

5       Q    Okay.  It was just your understanding that       12:39:59  
6       Michael used various entities for his --

7       A    Yes.

8       Q    -- projects?

9       A    Yes.

10       MS. KLEINDIENST:  Okay.  I'm going to ask the       12:40:27  
11       court reporter to mark this as Exhibit 527.

12       And again, I won't throw it at you.

13       (Exhibit 527 was marked for identification  
14       by the court reporter and is attached hereto.)

15       BY MS. KLEINDIENST:                               12:40:49

16       Q    And Exhibit 527 is, obviously, a fairly large  
17       exhibit.  You can look at whatever portions of it  
18       you'd like, but I'm just going to ask you questions  
19       about a few specific things.

20       A    Okay.                                       12:41:40

21       Q    Starting on the front page, there's a  
22       reference to Ralph -- I don't know how to --

23       A    Ehrenpreis.

24       Q    Thank you.

25       Was this your attorney?                       12:41:47

CONFIDENTIAL - PURSUANT TO PROTECTIVE ORDER

1 A Yes.

2 Q And he was representing you and Wade and  
3 Chantal?

4 A Yes.

5 Q And he was representing you in connection 12:41:53  
6 with trying to procure a visa to work in the United  
7 States?

8 A Yes.

9 Q And you understood that he submitted an  
10 application on behalf of you, your son Wade and your 12:42:05  
11 daughter Chantal for that visa, correct?

12 A Yes.

13 Q And I assume that you helped gather some of  
14 these materials for the application?

15 MR. FINALDI: Assumes facts not in evidence. 12:42:18

16 BY MS. KLEINDIENST:

17 Q Did you help gather the materials for this  
18 application?

19 A Yes. You know, I think I had to get letters,  
20 like five different letters. I had to prove that 12:42:29  
21 Wade was the best in the world at what he did for  
22 his age.

23 Q And did you believe that Wade was the best in  
24 the world for what he did for his age?

25 A There was no way of gauging that. I mean, he 12:42:41

CONFIDENTIAL - PURSUANT TO PROTECTIVE ORDER

1 THE WITNESS: No, I --

2 MR. FINALDI: Say what you know.

3 THE WITNESS: I mean, I -- it's 25 years ago.

4 I don't remember. I imagine that I would have,

5 but... 12:43:48

6 BY MS. KLEINDIENST:

7 Q And you certainly wouldn't have knowingly  
8 submitted anything that was incorrect to the U.S.  
9 government, right?

10 A No. 12:43:57

11 Q If you turn to -- it's marked as ROBS 0570,  
12 and there's an Exhibit B label on the top.

13 A Okay.

14 Q This refers to petitioner MJJ Ventures, Inc.

15 Do you see that? 12:44:22

16 A Yes.

17 Q And it says it's an entertainment company  
18 founded and headed by Michael Jackson.

19 Do you see that?

20 A Yes. 12:44:28

21 Q And that was your understanding, that MJJ  
22 Ventures was one of Michael Jackson's companies?

23 A Yes.

24 Q And if you go down further on the page, it  
25 says: 12:44:39

Page 137

CONFIDENTIAL - PURSUANT TO PROTECTIVE ORDER

1 "Established in February 1991, the  
2 petitioner is wholly owned by  
3 Michael Jackson and operates in  
4 conjunction with other companies  
5 which are owned by Michael Jackson." 12:44:47

6 Do you see that?

7 A Yes.

8 Q And that was your understanding of what MJJ  
9 Ventures was, right?

10 A Yes. 12:44:55

11 MR. FINALDI: Calls for speculation that she  
12 ever read this or ever knew it.

13 MS. KLEINDIENST: Okay. You can set that  
14 aside.

15 Q Okay. So we've been talking about Michael 12:45:22  
16 Jackson sponsoring you to obtain the visa to come to  
17 the United States and work, right?

18 A Right.

19 Q But you would have remained -- well, let me  
20 strike that. 12:45:34

21 You were already close friends with Michael  
22 Jackson by the time you moved here in September  
23 1991, right?

24 A Right.

25 Q And you had visited him on multiple 12:45:40

CONFIDENTIAL - PURSUANT TO PROTECTIVE ORDER

1 occasions?

2 A Right.

3 Q At one point, you were talking to him on a  
4 daily basis?

5 A Correct.

12:45:50

6 Q And you would have remained friends with  
7 Michael Jackson even if he didn't agree to help  
8 sponsor you to come to the United States to work,  
9 correct?

10 MR. FINALDI: Calls for speculation.

12:46:00

11 THE WITNESS: I don't know. I presume so. I  
12 mean, we -- we considered him a friend, so --

13 BY MS. KLEINDIENST:

14 Q You wouldn't have just cut off a friend,  
15 because he wouldn't agree to help sponsor you for a  
16 visa, would you? 12:46:13

17 A No.

18 MR. FINALDI: Calls for speculation, asked  
19 and answered, argumentative.

20 BY MS. KLEINDIENST:

12:46:19

21 Q Did -- I'm sorry. Did you --

22 MR. FINALDI: I'm ready for lunch.

23 BY MS. KLEINDIENST:

24 Q Did you respond?

25 A I said no.

12:46:23

CONFIDENTIAL - PURSUANT TO PROTECTIVE ORDER

1 MS. KLEINDIENST: Okay. Let's break for  
2 lunch.

3 THE VIDEOGRAPHER: We are off the record.  
4 The time is 12:46 p.m.

5 (Lunch recess.) 02:00:23

6 THE VIDEOGRAPHER: We're back on the record.  
7 The time is 2:00 p.m.

8 Please continue.

9 BY MS. KLEINDIENST:

10 Q Okay. In your deposition in 1994, you 02:00:45  
11 testified that between September 1991 and July of  
12 1993, you stayed at Neverland four or five times,  
13 but Michael was generally not there.

14 Does that sound right to you?

15 MR. FINALDI: Assumes facts not in evidence, 02:01:00  
16 calls for speculation. Which pages are you talking  
17 about?

18 MS. KLEINDIENST: Page 124. You're welcome  
19 to look at it. It's the bound one --

20 THE WITNESS: The bound one? 02:01:21

21 MS. KLEINDIENST: -- which, for the record,  
22 is Exhibit 518.

23 THE WITNESS: 124, did you say?

24 MS. KLEINDIENST: Yes.

25 Q Do you see line 4, it says: 02:01:42

Page 140

CONFIDENTIAL - PURSUANT TO PROTECTIVE ORDER

1 And he asked you:

2 "Did" -- "did you ask your son,  
3 has Michael ever tried to do  
4 anything to you or touch you or  
5 anything like that?"

02:20:03

6 And you said:

7 "No."

8 And he said:

9 "Did your son respond?"

10 And you said:

11 "Yes."

12 He said:

13 "What did your son say?"

14 You said:

15 "He laughed and said it was  
16 ridiculous."

02:20:09

17 Was that accurate?

18 A Yes.

19 Q And you believed Wade when he said it was  
20 ridiculous, right?

02:20:19

21 A He was very convincing. And, you know, I --  
22 I look back at it now, and he's -- he's told me how  
23 he was groomed for this, and Michael would talk to  
24 him about that. And I -- I had no idea that that  
25 was going on. That was what these conversations

02:20:27

CONFIDENTIAL - PURSUANT TO PROTECTIVE ORDER

1 were on the phone a lot, where he was being groomed  
2 and taught what to say. And he did a good job. He  
3 had me convinced.

4 He was -- he would look me in the eye time  
5 and time again and tell me that nothing ever 02:20:39  
6 happened. And I believed him. I thought -- I  
7 thought that he would be telling me the truth. But  
8 he was so frightened by what he was being told on  
9 the other end, he was too afraid to tell me the  
10 truth. 02:20:57

11 Q That's what you've since learned, right?

12 A Yes.

13 Q But throughout the time up until passed --

14 A He was very convincing.

15 Q Yeah. And throughout -- up until after 02:21:04  
16 Michael passed away, he always was very consistent  
17 in his story to you that nothing ever happened?

18 A He was.

19 Q And he was believable?

20 A He was -- he should have had an Oscar. He 02:21:15  
21 was very convincing.

22 Q I understand that after the Jordan Chandler  
23 allegations came out, the police came to your door;  
24 is that right?

25 A Yes. 02:21:40



CONFIDENTIAL - PURSUANT TO PROTECTIVE ORDER

1 Q Did they come twice?

2 A Yes.

3 Q What can you recall about the first time?

4 A The first time, they wanted to question Wade  
5 on his own. And I had called the two guys that were 02:21:52  
6 his production company, Morgan Carey and -- and JD  
7 Tru, and they came straight away. And they -- they  
8 told the police they could not question him alone,  
9 and they left.

10 Q Is this when you were at the Hollywood condo? 02:22:16

11 A Yes.

12 Q Do you remember the names of the officers  
13 that came?

14 A I don't. I had their cards for a long time,  
15 but I've moved and thrown a lot of stuff away. 02:22:27

16 Q Do you remember how many officers came?

17 A There were two. The first time, there were  
18 two -- two male officers. The second time, there  
19 was a male and a female.

20 Q Did they ask you any questions? 02:22:38

21 A They spoke to me at the door first and -- no,  
22 they didn't really. They just wanted to talk to  
23 Wade.

24 Q Did they tell you why they wanted to talk to  
25 Wade? 02:22:48

1           A    They told me about the allegations, yes.  
2           That was the first I'd heard of them.

3           Q    The first you heard of the Jordy Chandler  
4           allegations --

5           A    Yes. 02:22:56

6           Q    -- against Michael were from the police  
7           officers the first time they came to your door?

8           A    Yes.

9           Q    Did they tell you any details of the  
10          allegations? 02:23:07

11          A    No.

12          Q    But you knew that they involved some sort of  
13          sexual abuse?

14          A    Yes. And this was just three weeks after  
15          we'd been at Neverland with Jordy Chandler, so it 02:23:18  
16          was a bit of a shock to the system. We had just  
17          spent time with him there.

18          Q    Was that the summer of 1993?

19          A    Uh-huh, yes.

20          Q    And when you were at Neverland and Jordy 02:23:29  
21          Chandler was there in the summer of 1993, you hadn't  
22          personally seen anything improper or inappropriate,  
23          right?

24          A    Not personally. I never did.

25          Q    So how long after the first visit did the 02:23:49

1 second visit from the police officers occur?

2 A I'm not sure. Probably about a couple of  
3 weeks, but I'm not -- I'm not sure.

4 Q And I think you said the second time, it was  
5 also two officers, but one was female? 02:24:14

6 A Yes. And they had said they were from the  
7 child abuse division.

8 Q What else did they say?

9 A They asked to talk to Wade. And -- and Wade  
10 came to the door and spoke to them and told -- 02:24:29  
11 and -- and they -- the male police officer talked to  
12 him about the fact that he'd been a victim and this  
13 is what pedophiles do. They buy you gifts. They  
14 take you on -- on vacations. They -- they groom  
15 you. 02:24:48

16 And he talked to Wade about all of that. And  
17 he said, "You know, you -- you have done nothing  
18 wrong. You can -- you can tell us about it."

19 And Wade still said, "Nothing happened."

20 Q And again, he was believable? 02:24:59

21 A He was at the time.

22 MR. FINALDI: Vague and ambiguous. Who was  
23 believable?

24 BY MS. KLEINDIENST:

25 Q Wade --

1 MR. FINALDI: The officer?

2 BY MS. KLEINDIENST:

3 Q Wade was believable when he said that --

4 A At the time, he was. He was -- you know, I  
5 look back at it now, and I -- I probably should have 02:25:11  
6 read signs that he had -- I often talked about this  
7 look that he had on his face. And I knew nothing  
8 about child abuse.

9 But when I talked about Michael preparing him  
10 to leave the country that time and he had this look 02:25:25  
11 on his face, I look back at that now and I recognize  
12 what that look is. But at the time, I -- I was -- I  
13 didn't know.

14 Q You look back at that now that Wade has told  
15 you a different story? 02:25:41

16 A Yes.

17 Q And now that you've done more research --

18 A And I know more about -- about child abuse.  
19 I have read about it and -- and done some research  
20 on it. And it's common that these children have 02:25:52  
21 this -- this -- this look on their face that they --

22 they have shelved their feelings.

23 They've shut out their emotions because  
24 that's the only way they can deal with it. And I  
25 recognize that look on his face now. 02:26:12

1 Q But you didn't at the time?

2 A I didn't at the time. And I feel really bad  
3 about that. I look back on that, and I feel really  
4 bad about that. But we were so groomed to -- you  
5 know, Michael would have tears in his eyes. 02:26:23

6 He would come to me, and he said, "All these  
7 things that are being said about me," he said,  
8 "They're so not true. I would never hurt a child,  
9 never."

10 And he would cry to me and tell me this, and 02:26:32  
11 I believed him.

12 Q And do you remember the types of questions  
13 the police asked Wade on the second visit?

14 A They -- they just told him about the grooming  
15 that goes on with -- with pedophilia and -- and -- 02:26:55  
16 and basically telling him he did nothing wrong, and  
17 it was okay to tell them. That's basically all that  
18 was said. And Wade was just not going to say  
19 anything.

20 Q But they asked him if anything had happened, 02:27:10  
21 right?

22 A Michael -- after the fact, Wade told me that  
23 around the grand jury, when Michael was talking to  
24 him for hours at night, he told him that if they  
25 told the truth, that both of them would go to prison 02:27:24

1 for the rest of their lives.

2 That's how he frightened my 11-year-old from  
3 telling the truth, the thought that he was going to  
4 go to prison because he had done something wrong.

5 Q That's something that you've learned from 02:27:37  
6 Wade --

7 A Yeah.

8 Q -- since after Michael passed, right?

9 A Yes.

10 Q Okay. But I'm asking a question that's 02:27:45  
11 slightly different.

12 The police officers, on the second visit,  
13 they asked Wade if anything inappropriate had  
14 happened, right?

15 A Yes. 02:27:56

16 Q And he said no?

17 A He did.

18 Q And you were there?

19 A Yes.

20 Q And did you have other conversations outside 02:27:58  
21 of the police officers present with your son about  
22 whether --

23 A Of course.

24 Q -- anything happened?

25 A Of course. That's the first thing a mother 02:28:19

CONFIDENTIAL - PURSUANT TO PROTECTIVE ORDER

1 A No.

2 Q Was it after the Chandler allegations?

3 A Yes.

4 Q Do you know if it was before or after you

5 testified in the Chandler case?

02:30:47

6 A I don't.

7 Q Do you remember the name of the attorney?

8 A No.

9 Q Do you remember the name of the child that  
10 they were saying something had happened to?

02:31:04

11 A No, I don't remember anything about it. I  
12 didn't talk to her for very long because I was so  
13 sure she was not right. She was -- that there was  
14 nothing to it, so I didn't really spend a lot of  
15 time with her. I was more concerned about getting  
16 off the phone and talking to Wade about it.

02:31:17

17 Q And then you said you did talk to Wade about  
18 it?

19 A I did.

20 Q And then you mentioned the girl on the "Black  
21 and White" video.

02:31:24

22 Do you remember her name?

23 A Her name was Vanessa. I don't remember the  
24 last name.

25 Q And that, it sounds like, was also after the

02:31:36

CONFIDENTIAL - PURSUANT TO PROTECTIVE ORDER

1 Chandler allegations?

2 A Yes.

3 Q Do you remember how long after?

4 A No.

5 Q Do you remember if it was before or after you 02:31:46  
6 testified before the grand jury?

7 A I don't.

8 Q Did you tell Michael about these calls?

9 A I don't think so.

10 Q Why not? 02:32:17

11 A I was so sure he was innocent. In my mind,  
12 this was all -- I was so convinced that -- the Jordy  
13 Chandler case was -- to me, was extortion. I was so  
14 sure that that was extortion because of what Michael  
15 had told me. He had told me they wanted to buy a 02:32:31  
16 new house, and they threatened to destroy him if he  
17 didn't buy them a new house.

18 So he convinced me that this was all  
19 extortion, so it just followed through. I just  
20 thought these people are all after money. And -- 02:32:46  
21 and, you know, I got an opinion of June Chandler --  
22 and I think I testified about this -- that I felt  
23 that she was after money.

24 She was climbing the financial ladder. So it  
25 was all so easy for me to believe that it was 02:33:01



CONFIDENTIAL - PURSUANT TO PROTECTIVE ORDER

1 extortion, because that's the impression that she  
2 gave me.

3 So when Michael told me these stories  
4 about -- about the -- the house and -- and -- and  
5 the screenwrite- -- the -- the father threatening 02:33:10  
6 because he -- he wanted to -- access to the  
7 entertainment industry, it all made sense. It was  
8 very easy for me to believe him.

9 Q And you had only met June Chandler once,  
10 right? 02:33:26

11 A Yes.

12 Q And that was the impression she gave you from  
13 the very start?

14 A Yes. She had -- she had -- she used to give  
15 orders to the staff. She acted like she was the 02:33:33  
16 mistress of Neverland. She would give orders to  
17 Norma. It just -- it all just fit for me at the  
18 time.

19 Q And, of course, each time after you would get  
20 these calls, you would speak to your son? 02:33:54

21 A Absolutely.

22 Q And he would deny it, everything?

23 A Yes.

24 Q Do you remember when you heard about the  
25 Gavin Arvizo allegations in connection with the 02:34:03

CONFIDENTIAL - PURSUANT TO PROTECTIVE ORDER

1 criminal trial?

2 A I saw that on television. I didn't really  
3 have any connection to that at all.

4 Q And after you saw those -- that those  
5 allegations were being made on television, did you 02:34:19  
6 talk to Wade?

7 A I think so. I don't remember anything  
8 specific, but we -- we would have talked about it.  
9 I -- I don't have any -- any real memory of what was  
10 said, though. 02:34:39

11 Q Did you talk to Michael about the Gavin  
12 Arvizo allegations?

13 A We weren't talking to Michael much at that  
14 time. We were really not having any connection.  
15 You know, he went through these friendships with 02:34:50  
16 different boys, so we -- we wouldn't -- we weren't  
17 really seeing much of him at the time.

18 Q Do you remember reading about any other  
19 allegations in the press from, say, the time of the  
20 Chandler allegations up until the Gavin Arvizo 02:35:11  
21 allegations?

22 A I don't -- I can't recall anything.

23 Q At some point you heard about the allegations  
24 that were made by Blanca Francia, correct?

25 MR. FINALDI: Vague and ambiguous. Vague as 02:35:37

1 to time.

2 BY MS. KLEINDIENST:

3 Q Okay. Let's turn to page 154 of your  
4 deposition, which is Exhibit 518, the bound copy.

5 A I'm sorry, what page? 02:36:03

6 Q Let's start on page 154.

7 Okay. At your deposition, you were asked:

8 "Have you ever asked your son

9 whether he's ever seen Michael

10 Jackson naked?" 02:36:31

11 And you said:

12 "Yes."

13 And you were asked:

14 "How -- how many occasions?"

15 And you asked: 02:36:37

16 "How many occasions have I asked

17 him?"

18 And they said:

19 "Yes."

20 And you said: 02:36:42

21 "Only since the case started, I've

22 asked him a couple of -- on a couple

23 of occasions."

24 Do you see that?

25 A Yes. 02:36:48

1 Q And you were asked what Wade said. And you  
2 said:

3 "He said absolutely not, never.

4 Never saw Michael naked? Never."

5 Do you see that? 02:36:56

6 A Yes.

7 Q Then you go down to line 23. You were asked:

8 "Did Michael have a Jacuzzi in his

9 room, in his suite? I don't know --

10 mean the actual physical bedroom,

11 but in the suite."

12 And you asked:

13 "At the ranch?"

14 He said:

15 "Yes, at the ranch." 02:37:13

16 And your response was:

17 "His bath has jets in it."

18 Do you see that?

19 A Yes.

20 Q On line 7, you're asked: 02:37:20

21 "Did you ever ask him whether he

22 took a Jacuzzi with Michael

23 Jackson?"

24 And your response was:

25 "When I say I've never asked 02:37:28

1 him -- I have asked him -- I'm  
2 sorry -- since the allegations."

3 He said:

4 "Sure."

5 And you said: 02:37:36

6 "And he said never. He has never  
7 been in the Jacuzzi with" --

8 Or -- let me start again:

9 "And he said never. He has been  
10 in the Jacuzzi with Michael once,  
11 and that was the one out near the  
12 pool, not in his room."

13 Do you see that?

14 A Yes.

15 Q Okay. And then you were asked: 02:37:50

16 "That was outside?"

17 And you say:

18 "Yes."

19 On line 19, he asks you:

20 "And then I gather he's also told 02:37:59

21 you he's never taken a shower with  
22 Michael?"

23 And you say:

24 "That's right, yes."

25 Is that right? 02:38:04

1 A Yes.

2 Q And you were asked:

3 "And did you ever ask him if him  
4 and Michael showered together in  
5 specific, or was it just seeing him 02:38:11  
6 naked?"

7 And you said:

8 "We discussed it when I heard  
9 that -- the allegations that Blanca  
10 had made." 02:38:20  
11 Do you see that?

12 A Yes.

13 Q Okay. Turning to the next page, 157,  
14 starting on line 14, you were asked:

15 "Other than Mrs. -- your lawyer 02:38:35  
16 right now in the room, have you ever  
17 discussed, heard about Bianca's  
18 allegations with respect to your son  
19 from anyone else?"

20 And you said: 02:38:41

21 "Yes."

22 And you were asked:

23 "Whom?"

24 And you said:

25 "Sandra Sutherland." 02:38:45

1           You see that?

2           A    Yes.

3           Q    Do you remember Sandra Sutherland?

4           A    I don't. I'm just looking at, thinking I

5   don't remember who that is. 02:38:53

6           Q    Do you think that she might be one of the  
7   police officers?

8           MR. FINALDI: Calls for speculation.

9           THE WITNESS: I don't know. I don't remember  
10   her name at all. 02:38:58

11   BY MS. KLEINDIENST:

12           Q    And then you were asked:

13                "Did Sandra Sutherland tell you  
14                what Blanca allegedly saw with  
15                respect to your son?" 02:39:09

16                And your response was:

17                "Not all of it. She told me that  
18                she had a witness who had seen  
19                Michael with my son."

20                Do you see that? 02:39:17

21           A    Yes.

22           Q    And you were asked:

23                "And I gather following that, you  
24                asked your son whether there was any  
25                truth to that, correct?" 02:39:28

1 And your response was:

2 "My son overheard the telephone  
3 conversation."

4 And going down to line 16, you -- you were

5 asked: 02:39:36

6 "What did he say?"

7 And your response was:

8 "He said, 'I don't know who you  
9 were talking to or who they're  
10 saying saw something, but what- -- 02:39:42  
11 whoever it is, they're lying because  
12 nothing ever happened.'"

13 Do you see that?

14 A Yes.

15 Q You were then asked: 02:39:51

16 "Any further conversations with  
17 your son about that subject, taking  
18 a shower with Michael Jackson or  
19 what Blanca claimed she saw?"

20 And your response was: 02:40:03

21 "I told him about the allegations  
22 that Blanca had made, and he just  
23 said, 'It's absolutely a lie.'"

24 Is that right?

25 A Yes. 02:40:13



1 Q So you had heard about the allegations made  
2 by Blanca Francia that she had seen your son  
3 showering with Michael?

4 A Yes.

5 And at the time, I did not believe her, 02:40:24  
6 because I didn't think that she would have access to  
7 Michael's room. But I've learned since that she  
8 does from Wade, that she did actually come in there  
9 when they were there.

10 I didn't think she was able to. So that's 02:40:41  
11 why I didn't believe it at the time. But Wade tells  
12 me that she -- she was able to come into the room  
13 when they were there.

14 Q Well, you were aware that Blanc- -- well,  
15 that Blanca Francia was a maid? 02:40:53

16 A Yes.

17 Q And you were aware that she cleaned Michael's  
18 bedroom?

19 A I was told that she couldn't come until  
20 Michael had left for the day, but Wade said that's 02:41:02  
21 not correct. She did come in at all times.

22 Q And that's something that Wade has told you  
23 since Michael passed?

24 A Probably.

25 Q That's not something that you remember 02:41:14

1 hearing from him way back when?

2 A No, probably not.

3 The other thing that I heard, too, I watched  
4 a reenactment of this on E television, on the -- the  
5 trial. And Blanca had said that she had had a 02:41:33  
6 conversation with me about it and I was okay with  
7 it. I never had a conversation with her.

8 Q Do you remember when you saw that  
9 reenactment?

10 A When the trial was going on, they would play 02:41:47  
11 it each night. It was a reenactment.

12 Q Oh, this was a -- sorry.

13 Could you clarify the time frame we're  
14 talking about?

15 A This was when I was testifying, I'm guessing, 02:42:00  
16 the '94 trial. They had -- they weren't allowed  
17 cameras in the courtroom, so they had a reenactment.

18 Q So during the case about Jordy Chandler --

19 A Yes.

20 Q -- allegations? 02:42:16

21 And you had heard that she testified that she  
22 had this conversation with you?

23 A Yes. If -- if she had come to me and told me  
24 what she had seen, then things might have been very  
25 different. 02:42:27

1 MS. KLEINDIENST: Exhibit 531. Exhibit 531  
2 is also from that group. It's clipped with a  
3 smaller clip.

4 MR. FINALDI: Can I see the last page on  
5 that, please. 04:01:38

6 Got you. Thank you.

7 BY MS. KLEINDIENST:

8 Q What is Exhibit 531?

9 A Just an assortment of head shots and  
10 photographs that we've had done of Wade over the 04:01:54  
11 years, and -- and I think there's other things in  
12 there. Some of it are -- something that shows that  
13 he's been on and Australia awards that he received  
14 in Australia.

15 Q And this is something, it looks like, you 04:02:07  
16 kept in some sort of photo book?

17 A Yes. I had -- I had a full book of all the  
18 work he'd done which was stolen. And this was all  
19 that I had left in a secondary book.

20 Q When was that stolen? 04:02:21

21 A It was stolen from my house around two  
22 thousand -- I was in that house from 2003 to 2009,  
23 so sometime in that time period. I'm not sure when.

24 Q Did you move in 2009?

25 A I did. 04:02:42

1 Q Where did you move?

2 A I sold that house, and I moved to Encino. I  
3 sold the Sherman Oaks house.

4 Q Why did you move?

5 A Because I got caught in the housing crash of 04:02:59  
6 2009. I had sold my house.

7 Q So this is what you could put together  
8 sometime after that other book was stolen?

9 A No. This was already put together. It was,  
10 as I said, a second book that I had put together 04:03:16  
11 with copies of some of the things that were in that  
12 first book but not all of them.

13 Q And where was this book stored?

14 A In my room, my bedroom. The one that was  
15 stolen was in the living room. 04:03:30

16 Q And do you continue to store this book in  
17 your -- in your bedroom?

18 A No. It was in the garage with all these  
19 other things.

20 Q So it was in the same boxes -- 04:03:38

21 A Yeah.

22 Q -- in the garage?

23 A Yes.

24 Q Exhibit 532 is the remainder of that stack.

25 A Same -- same sort of thing.

1 Q What is Exhibit 532?

2 A It's a collection of photographs. This is  
3 actually when he won the competition where he met  
4 Michael. That's a photograph from that.

5 Q And that, you're referring to the front page 04:04:05  
6 of Exhibit 532?

7 A Yes, yes. This is just a collection of that.  
8 And there's one from "Black Or White." And this --  
9 this is just paper clippings from the same -- a lot  
10 of them are copies of the same thing that were in 04:04:19  
11 that other book by the look of things. And this  
12 one's from the "Jam" video.

13 Q Can you describe that just because --

14 A It's Wade dancing and Michael crouching down,  
15 smiling at him. 04:04:30

16 Q And it looks there are two of those right in  
17 a row.

18 A Two of those, yes. And there's just some  
19 posters of Wade from magazines.

20 Q Okay. And Exhibit 533. And Exhibit 533 04:04:54  
21 appears to be e-mails that you either --

22 A Mostly, yes.

23 Q -- sent or received.

24 If you go to the last -- the third from the  
25 last page, this -- the page that is mostly black. 04:05:38

1 Q So you don't remember any conversations with  
2 him --

3 A No.

4 Q -- prior to him telling you that he had been  
5 abused? 04:53:33

6 A No. I wouldn't have told him that.

7 Q Did you also talk to Chantal about the fact  
8 that Dennis had been abused?

9 A Yes.

10 Q And did you also talk to Shane? 04:53:43

11 A I don't remember having a conversation with  
12 Shane, but he wasn't here with us for so long. And  
13 then as an adult, I don't remember having that  
14 conversation with him.

15 Q So even after Wade told you that he had been 04:54:06  
16 abused, you don't remember a conversation with  
17 Shane?

18 A I haven't talked to Shane about this a lot.  
19 I haven't talked to him about this much at all.

20 Q Why not? 04:54:23

21 A I don't see as much of him, and I don't often  
22 have one-on-one time with him. He's got two young  
23 children, and so the opportunity is just not there  
24 to talk about that sort of thing.

25 MS. KLEINDIENST: I'll ask the court reporter 04:54:46

1 to mark this as Exhibit 539.

2 (Exhibit 539 was marked for identification  
3 by the court reporter and is attached hereto.)

4 BY MS. KLEINDIENST:

5 Q Do you recognize Exhibit 539 as an e-mail 04:55:24  
6 sent from Chantal Robson to you on August 28th,  
7 2012?

8 A Yes.

9 Q Do you remember anything that happened  
10 precipitating this e-mail? 04:55:39

11 A No, I don't. And I don't think I ever opened  
12 it or looked at it. I don't -- I -- I recognize it  
13 as coming from Chantal, but I don't remember  
14 receiving it.

15 Q Okay. Sorry, this is a little bit out of 04:56:15  
16 order, but I'm going to ask you to take a look at  
17 your grand jury transcript, which is Exhibit 519, if  
18 you can dig it out from the bottom.

19 I think it will probably be one of the two  
20 bottom exhibits in either stack. 04:56:35

21 A All right. Under here. Yeah, here it is.

22 Q Can you turn to page 478.

23 A Okay.

24 Q Start on line 13. You were asked in your  
25 grand jury testimony -- by the way, do you remember 04:57:18

1 who was asking you questions during that testimony?

2 A Sneddon.

3 Q Tom Sneddon?

4 A And I think the older Garcia.

5 Q Okay.

6 A That I had -- that I had both the Los Angeles

7 DA and Santa Barbara.

8 Q Okay.

9 THE REPORTER: I'm sorry. The older what?

10 THE WITNESS: It's Eric Garcia's father. I

11 can't think of his name. Garcetti.

12 BY MS. KLEINDIENST:

13 Q Garcetti.

14 A I can't think of his first name.

15 Q I do know who you're talking about. 04:57:53

16 A Yeah, I can't think of his name.

17 Q But I can't come up with it either.

18 A I can only think of Eric now. Was it Vince?

19 I can't remember.

20 Q All right. Let's start on line 13. So you 04:58:03

21 were asked:

22 "So you knew at the time that

23 there was at least one male child

24 victim about the same age as your

25 son who had alleged that Michael 04:58:15



1 Jackson had molested him, correct?"

2 And you answered:

3 "Yes."

4 Right?

5 A Yes. 04:58:21

6 Q And then you were asked:

7 "Now, did you at that point  
8 discuss with your son whether or not  
9 anything had happened?"

10 And you respond: 04:58:27

11 "I said to him, 'I have to ask you  
12 these questions because as a mother,  
13 I have to ask you. Has Michael in  
14 any way ever touched you

15 inappropriately?' And he said, 04:58:34

16 'Absolutely not. Never.'"

17 That's true, right?

18 A Yes.

19 Q Okay. And you were asked:

20 "Now you had heard from 04:58:52

21 Mr. Gutierrez" --

22 That's Victor Gutierrez, right?

23 A Yes.

24 Q -- "back in '92 that there were  
25 other potential victims of

1           alleged -- or alleged victims,  
2           correct?"

3           And you responded:

4           "Yes."

5           Right? 04:59:04

6       A    Yes.

7       Q    And on page 479, it continues:

8           "You knew that Jordan Chandler had  
9           now made public allegations against  
10          Mr. Jackson. You knew that your son 04:59:11  
11          had spent substantial periods of  
12          time with Mr. Jackson sleeping with  
13          him in his bed."

14       And your -- your response was:

15       "Yes." 04:59:20

16       Right?

17       A    Yes.

18       Q    "Did you ever consult with an  
19           expert in the field to determine  
20           about what would be the best way to  
21           approach your son as to whether or  
22           not he had been victimized?"

23       And you responded:

24       "No, because I never, ever had any  
25       reservations about whether anything 04:59:35

1 had happened. I know Michael very  
2 well."

3 Is that right?

4 A I thought I did.

5 Q That was your state of mind at the time? 04:59:42

6 A Yes.

7 Q If you go down to line 18:

8 "Are you aware of the fact it was  
9 very common for children to lie to  
10 their parents when asked about 04:59:54  
11 something like that because of the  
12 relationship with the parent?"

13 And your response was:

14 "Yes."

15 Right? 05:00:00

16 A Surprisingly, yes.

17 Q And in line 23, you were asked:

18 "And you know it's usually a third  
19 person they usually disclose to?"

20 And your response is: 05:00:19

21 "I am."

22 I assume that's I am aware?

23 MR. FINALDI: Calls for speculation.

24 THE WITNESS: Yeah. I'm actually very

25 surprised with this testimony. 05:00:28

1 BY MS. KLEINDIENST:

2 Q But you don't dispute that this was your  
3 testimony in 1994?

4 A No. I'm just surprised.

5 Q And then you were asked: 05:00:37

6 "Were you aware and you still  
7 didn't ask an expert how to -- about  
8 how to handle it?"

9 And your response was:

10 "My son and I had a -- had a very 05:00:45  
11 close relationship. If anything had  
12 happened, I would know about it."

13 That was your state of mind in 1994, right?

14 A Yes.

15 Q And then you were asked: 05:00:54

16 "Would you change your opinion if  
17 there were witnesses who said they  
18 saw your son molested by Michael  
19 Jackson, would that change your  
20 opinion?" 05:01:04

21 And you responded:

22 "No."

23 Is that right? That was your response?

24 A Yes. I don't remember giving that answer,  
25 but yes, apparently I did. 05:01:12

1 Q And you don't dispute that that was your  
2 testimony in 1994?

3 A No.

4 Q Or that that was your state of mind at that  
5 time? You weren't lying under oath, right? 05:01:21

6 A No. I know what I said, so I'm looking for  
7 it in here, because I know what I said. Because I  
8 got into it with Sneddon over this.

9 Q Okay. Well, let's keep going. He asks you:  
10 "It wouldn't?" 05:01:42

11 And your response was:

12 "No. They're lying. I know my  
13 son and I know Michael."

14 Right?

15 A Yes. 05:01:51

16 Q And then he asks you:

17 "Would it change your opinion if  
18 they had photographs of your son  
19 naked?"

20 And you responded: 05:01:58

21 "They don't. They do not exist."

22 And that was true as far as you knew at that  
23 time, right?

24 A Yes.

25 Q You're free to look at the rest. I'm going 05:02:04

1 to ask you about the question at the top of  
2 page 481, which is the next page.

3 So at the top of page 481, Mr. Sneddon asks  
4 you:

5 "Would it change your opinion if I 05:02:25  
6 walked in here and showed you a  
7 photograph of your son in the bed  
8 naked?"

9 And your response was:

10 "No."

11 Right?

12 A Yes, apparently.

13 Q And he again asks you:

14 "It wouldn't?"

15 And again you said:

16 "No."

17 Correct?

18 A Yes.

19 Q And he asked you:

20 "What do you think? I 05:02:43  
21 manufactured the photograph?"

22 And your response was:

23 "I know you don't have one."

24 Right?

25 A Yes. That's not how I remember me -- my 05:02:50

1 testimony.

2 Q But you don't dispute that this was your  
3 testimony in 1994?

4 A Apparently, not. It's here in black and  
5 white. 05:03:01

6 Q When was the last time you reviewed your  
7 grand jury testimony before today?

8 A I don't think I've ever seen it.

9 Q Did you review it before the -- you testified  
10 in the criminal trial? 05:03:19

11 A No. I remember them handing it to me on the  
12 stand and letting me review it on the stand, but I  
13 didn't see it beforehand.

14 Q Okay. You can set that aside.

15 Okay. Going back to Exhibit 533, which is 05:03:47  
16 the stack of e-mails that you produced.

17 A That's -- where is that?

18 MS. KLEINDIENST: Actually, before we do  
19 that, maybe we should take a break to switch the  
20 tape. 05:04:15

21 THE VIDEOGRAPHER: We are off the record.  
22 The time is 5:04 p.m., and this is the end of the  
23 third media.

24 (Recess.)

25 THE VIDEOGRAPHER: This is the beginning of 05:15:51

1 the fourth media. We're back on the record. The  
2 time is 5:16 p.m.

3 Please continue.

4 BY MS. KLEINDIENST:

5 Q Since your son Wade filed the lawsuits 05:16:31  
6 against the estate and the lawsuit against MJJ  
7 Productions and MJJ Ventures, have you talked to him  
8 about the lawsuits?

9 A Not really. I just -- I don't consider that  
10 my business. 05:16:45

11 Q Has he talked to you about the lawsuits?

12 A No.

13 Q Has he asked you questions about events that  
14 went on back in the 1990s?

15 A Yes. 05:16:57

16 Q What sorts of questions has he asked you?

17 A Well, you can see them all in the e-mail.  
18 I'm just reading them all now. He would e-mail me  
19 and ask me the sequence of events. They're all in  
20 the e-mails. 05:17:12

21 Q Okay. And have you had any oral discussions  
22 about the sequence of events, either in person or on  
23 the phone?

24 A I mean, he lives in Maui, so I don't see that  
25 much of him. I think we've had some phone 05:17:20



CONFIDENTIAL - PURSUANT TO PROTECTIVE ORDER

1 answer questions, so please ask your questions.

2 MS. KLEINDIENST: So you're threatening to  
3 walk out of the depo.

4 MR. FINALDI: I'm not threatening. I'm  
5 telling you. If you don't have any further  
6 questions, we're going to leave. We're not here to  
7 have fun, so ask your questions, please.

8 MS. KLEINDIENST: That's unnecessary, Vince.

9 MR. FINALDI: It's necessary for you to ask  
10 questions if you want us to sit here, okay? 05:55:55

11 MS. KLEINDIENST: What's the next number in  
12 order?

13 THE REPORTER: 548.

14 MS. KLEINDIENST: All right. Let's mark this  
15 as Exhibit 548. It's two pages from the end of the 05:56:02  
16 533 document.

17 (Exhibit 548 was marked for identification  
18 by the court reporter and is attached hereto.)

19 BY MS. KLEINDIENST:

20 Q Do you recognize this document? 05:56:28

21 A That was a text from Michael.

22 Q Okay. And this was a text that you sent to  
23 your e-mail addresses on September 29th at  
24 5:10 p.m.?

25 A I saved it after he died, yes. 05:56:39

Page 301

CONFIDENTIAL - PURSUANT TO PROTECTIVE ORDER

1 Q Okay. So that's still in your phone?

2 A Yes.

3 Q And that was the text that you referred to  
4 earlier today?

5 A Yes. 05:56:58

6 Q Did you receive any other texts from Michael?

7 A Occasionally, I would -- I'd get them very  
8 late at night. I didn't save anything else, no.

9 Q How often would you get them?

10 A Not often. Just once in a blue moon. 05:57:17

11 Q Do you remember when you first started  
12 receiving text messages?

13 A No.

14 MS. KLEINDIENST: Okay. I'm going to ask the  
15 court reporter to mark this as Exhibit 549. And 05:57:47  
16 this was printed at -- on September 1st at 6:01 p.m.

17 (Exhibit 549 was marked for identification  
18 by the court reporter and is attached hereto.)

19 BY MS. KLEINDIENST:

20 Q And this appears to be an e-mail exchange 05:58:46  
21 between you and Wade in November 2012, correct?

22 A Yes.

23 Q And it looks like there's seven e-mails in  
24 the exchange?

25 MR. FINALDI: Calls for speculation. 05:58:57

CONFIDENTIAL - PURSUANT TO PROTECTIVE ORDER

1 BY MS. KLEINDIENST:

2 Q It looks to me like there's an e-mail sent  
3 at -- on November 15th, 2012 at 10:26 a.m.

4 Do you see that?

5 A Yes. 05:59:24

6 Q And then at 11:01 a.m., there's a response  
7 from Wade?

8 A Yes.

9 Q And then there -- at 2:19, there's another  
10 e-mail from Wade. Would you agree there are seven 05:59:34  
11 e-mails in this exchange?

12 MR. FINALDI: Calls for speculation.

13 THE WITNESS: The others are not pertaining  
14 to anything to do with Michael. It was just  
15 conversation between Wade and myself about how we're 05:59:49  
16 feeling.

17 BY MS. KLEINDIENST:

18 Q How do you --

19 MR. FINALDI: Just answer the question.

20 BY MS. KLEINDIENST: 05:59:53

21 Q How do you know?

22 A You can see it in the -- in the title.

23 Q What we can see is one e-mail at 8:46 and  
24 then at least part of another e-mail that was sent  
25 by you at 8:05 on November 17th, 2012. 06:00:08

CONFIDENTIAL - PURSUANT TO PROTECTIVE ORDER

1 Do you see that?

2 A Yes.

3 Q What prompted this e-mail?

4 MR. FINALDI: Calls for speculation.

5 THE WITNESS: I don't know. 06:00:30

6 BY MS. KLEINDIENST:

7 Q Do you remember this e-mail?

8 A No.

9 Q Okay. One, two, three -- four lines down, it

10 says: 06:00:37

11 "As for Greg."

12 Do you see that?

13 A Yes.

14 Q And it continues -- or you continue:

15 "I just thought it was weird that

16 he wanted to spend his time with

17 teenagers. I know Michael did the

18 same. I think his celebrity status

19 definitely played a part but not my

20 feelings for him." 06:00:55

21 Who's Greg?

22 A Greg was a friend of the family.

23 Q In the U.S. or in Australia?

24 A He was in the U.S. He now lives in Vietnam.

25 Q What's his last name? 06:01:04

Page 304

CONFIDENTIAL - PURSUANT TO PROTECTIVE ORDER

1 A Nathan.

2 Q When did you meet him?

3 A He lived in the same condos as Helen and we  
4 did. We all lived in the same condominium building.

5 Q And is he a celebrity? 06:01:17

6 A No. He's a stockbroker.

7 Q You continue:

8 "He just seemed so innocent that I  
9 really never thought that there was  
10 any truth to the allegations." 06:01:29

11 There you're referring to Michael seemed  
12 innocent --

13 A To Michael, yes.

14 Q -- correct?

15 A Yes. 06:01:34

16 Q And you say to Wade:

17 "You are right, though. I would  
18 not have allowed you to sleep in the  
19 same bed with anyone else, but my  
20 feelings for Michael did not 06:01:43  
21 influence my decision to allow  
22 this."

23 Do you see that?

24 A Yes.

25 Q What are you talking about when you say your 06:01:49

CONFIDENTIAL - PURSUANT TO PROTECTIVE ORDER

1 feelings for Michael?

2 A From the fact that he was family.

3 Q You continue:

4 "I am very sure of that. I was

5 willing to sever our relationship 06:01:58

6 with him when I thought he was

7 abusing you emotionally. So if I

8 had any idea that sexual abuse was

9 going on, I would have had no

10 hesitation in putting him behind 06:02:06

11 bars."

12 You see that?

13 A Yes.

14 Q And when you talk about severing the

15 relationship when he thought Michael was abusing 06:02:15

16 Wade emotionally, that's what you've already

17 testified to?

18 A Yes.

19 Q And that was in the "Dangerous" tour?

20 A Yes. 06:02:24

21 Q And then you say:

22 "When the Chandlers accepted a

23 settlement from him, that just

24 convinced me that it was all about

25 money, because I would never have 06:02:40

Page 306

CONFIDENTIAL - PURSUANT TO PROTECTIVE ORDER

1           been able to let it go for money if

2           I thought he had touched you."

3           That's true, correct?

4       A    Correct.

5       Q    A couple lines down, it starts: 06:02:57

6           "Being around Michael."

7           Do you see that?

8       A    Yes.

9       Q    "Being around Michael had never been  
10           about furthering your career for me 06:03:04

11           after we arrived in the States. I

12           realized very early on that he was

13           not going to help you like he said

14           he would and that if this was going

15           to happen, we were going to have to 06:03:15

16           do it ourselves, and we did."

17           Do you see that?

18       A    Yes.

19       Q    Is that true?

20       A    Well, he didn't fulfill the promises that he 06:03:20

21           made, and that's the reason we came here in the

22           first place, that he made promises.

23           "Little One and I are going to rule the

24           world" is what he used to say to me. He made a lot

25           of promises. And when we came here, he was more

CONFIDENTIAL - PURSUANT TO PROTECTIVE ORDER

1 interested in Macaulay Culkin to -- from the -- from  
2 the get-go, so I made a decision to do things  
3 ourselves.

4 He still worked with Michael, and we were  
5 still employed by Michael. Michael paid for dance 06:03:41  
6 classes for him. He helped him buy recording  
7 equipment. There was a lot of work still going on,  
8 but I wasn't going to rely on Michael entirely,  
9 because I -- he was not going to fulfill his  
10 promises. 06:03:55

11 Q Did you ever confront Michael about not  
12 fulfilling his promises?

13 A There were times when I would have to act --  
14 like for the "Jam" video, I would have to  
15 continually call. There was another time when he 06:04:05  
16 did something, and he -- he said, "Oh, I forgot to  
17 call Wade."

18 I'm like, "You forgot to call Wade. You  
19 brought us here to work with you, and you forgot to  
20 call him?" 06:04:19

21 "Yes, I did."

22 Q And what was his response?

23 A He -- he just smoothed it over. He just --  
24 he -- I can do whatever I want, whenever I want  
25 basically is his attitude. 06:04:29



CONFIDENTIAL - PURSUANT TO PROTECTIVE ORDER

1 the condition that he continue to send him demos of  
2 what he was doing to ensure that he was using it  
3 properly, and then he would give him some more.

4 Q What type of equipment did he send him?

5 A He bought a drum machine, synthesizers, all 06:10:59  
6 that type of thing.

7 Q And where did you keep it?

8 A There in the living room at the time in the  
9 condo.

10 Q And when you moved, what happened to it? 06:11:07

11 A Well, we moved to a house, and we -- he had a  
12 room there that he set up the recording studio in.

13 Q And at -- at some point -- well, do you still  
14 have the equipment?

15 A I don't. 06:11:25

16 Q Does Wade?

17 A Not all that equipment. He has very -- he  
18 has -- now you can do it on a computer, so he  
19 doesn't need all that equipment.

20 Q Do you know what happened to the equipment? 06:11:34

21 A No.

22 Q And I think this is clear, but if you  
23 harbored any suspicions at all when you were  
24 receiving these gifts that Michael was abusing your  
25 son, you never would have accepted them, right? 06:11:57

CONFIDENTIAL - PURSUANT TO PROTECTIVE ORDER

1 A Correct.

2 Q You mentioned earlier that you go by Joey.

3 A Yes.

4 Q Is that a nickname that Michael gave to you?

5 A In a fashion, yes. 06:12:42

6 Q What do you mean in a fashion?

7 A He was teasing me about my accent. And it  
8 sounded like he was saying Joey instead of Joy. And  
9 we just decided it worked.

10 Q Did he say Joy is too pretty for you. Joy -- 06:12:58  
11 Joey is funky?

12 A Yes.

13 Q And that's a nickname that you still use to  
14 this day?

15 A Unfortunately, I'm sort of stuck with it, 06:13:10  
16 because professionally I'm known as Joey. That's my  
17 e-mail address. It's hard to change it.

18 MS. KLEINDIENST: Okay. Well, let's go off  
19 the record for a few minutes. I may be basically  
20 done. 06:13:30

21 THE VIDEOGRAPHER: We are off the record.

22 The time is 6:13 p.m.

23 (Recess.)

24 THE VIDEOGRAPHER: We're back on the record.

25 The time is 6:21 p.m. 06:21:10

CONFIDENTIAL - PURSUANT TO PROTECTIVE ORDER

1 I, LYNETTE JOY ROBSON, do hereby declare  
2 under penalty of perjury that I have read the  
3 foregoing transcript; that I have made any  
4 corrections as appear noted, in ink, initialed by  
5 me, or attached hereto; that my testimony as  
6 contained herein, as corrected, is true and correct.

7 EXECUTED this 28th day of OCTOBER,  
8 2016, at VALLEY VILLAGE, CA.  
9 (City) (State)

10  
11  
12  
13 *L. Joy Robson*  
14 LYNETTE JOY ROBSON

15 VOLUME I  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

CONFIDENTIAL - PURSUANT TO PROTECTIVE ORDER

1 I, the undersigned, a Certified Shorthand  
2 Reporter of the State of California, do hereby  
3 certify:

4 That the foregoing proceedings were taken  
5 before me at the time and place herein set forth;  
6 that any witnesses in the foregoing proceedings,  
7 prior to testifying, were placed under oath; that a  
8 verbatim record of the proceedings was made by me  
9 using machine shorthand which was thereafter  
10 transcribed under my direction; further, that the  
11 foregoing is an accurate transcription thereof.

12 I further certify that I am neither  
13 financially interested in the action nor a relative  
14 or employee of any attorney of any of the parties.

15 IN WITNESS WHEREOF, I have this date  
16 subscribed my name.

17 Dated: 10/5/2016

18  
19 Nadia Newhart

20  
21 NADIA NEWHART

22 CSR No. 8714  
23  
24  
25

# **EXHIBIT 12**

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
IN AND FOR THE COUNTY OF LOS ANGELES

WADE ROBSON, an individual,	)	CASE NO.:BC508502
	)	
Plaintiff,	)	
	)	
vs.	)	
	)	
MJJ PRODUCTIONS, INC., a California,	)	
corporation; MJJ VENTURES, INC., a	)	
California corporation; and DOES 4-50,	)	
inclusive,	)	
	)	
Defendants.	)	
	)	

---

CONFIDENTIAL  
VIDEOTAPED DEPOSITION OF  
JOLIE LEVINE  
WEDNESDAY, JANUARY 11, 2017  
10:18 A.M.

10:20:14 1 JOLIE LEVINE,  
2 CALLED AS A WITNESS BY AND ON BEHALF OF THE PLAINTIFF,  
3 AFTER BEING DULY SWORN, WAS EXAMINED AND TESTIFIED AS  
4 FOLLOWS:

10:20:14 5  
6 UNIDENTIFIED SPEAKER: I have someone dropping  
7 off paperwork for you.

8 MR. JOHNSON: And the next set, there's copies  
9 on the back.

10:20:25 10 MR. FINALDI: Okay. Thank you.

11 MR. JOHNSON: Cool.

12

13 EXAMINATION

14

10:20:27 15 BY MR. FINALDI:

16 Q Good morning.

17 A Good morning.

18 Q How are you?

19 A I'm okay.

10:20:32 20 Q Alrighty. You understand that the oath that  
21 you just took has the same force and effect as if it were  
22 said in a court of law?

23 A Yes, I do.

24 Q Okay. You understand that oath compels you to  
10:20:42 25 tell the truth under penalty of perjury?

04:05:15 1 A Yes.

2 Q Okay. When is the last time you spoke with

3 Norma Staikos?

4 A Oh. Well, before I got fired.

04:05:53 5 Q Never communicated with her since?

6 A No.

7 MR. FINALDI: Do you have questions?

8 MS. MacISAAC: Yes.

9 MR. FINALDI: Do you want to sit here?

04:06:02 10 MS. MacISAAC: Yeah. It might make it a little

11 easier.

12 THE VIDEOGRAPHER: Off record, 4:05.

13 (Off the record.)

14 THE VIDEOGRAPHER: Returning to record, 4:06

04:06:45 15 p.m.

16

17 EXAMINATION

18

19 BY MS. MacISAAC:

04:06:47 20 Q Good afternoon, Miss Levine.

21 When you worked for MJJ Productions, did you

22 have an understanding of who owned the company?

23 A Yes.

24 Q And who was that?

04:06:55 25 A Michael.



04:06:57 1           **Q**    When you worked for MJJ Productions, did you  
2           have an understanding of who had the ultimate power and  
3           control over the company?

4           MR. FINALDI: Calls for a legal conclusion,  
04:07:06 5           calls for speculation, vague and ambiguous, compound.

6           THE WITNESS: Yes. Michael Jackson owned the  
7           company.

8           BY MS. MacISAAC:

9           **Q**    And it was your understanding that he  
04:07:13 10          controlled the company?

11          A    Oh, definitely.

12          MR. FINALDI: Same objections.

13          BY MS. MacISAAC:

14          **Q**    As far as you were aware, did Michael Jackson  
04:07:21 15          ever have a boss at MJJ Productions?

16          A    No. Michael was the boss.

17          MR. FINALDI: Same objections.

18          BY MS. MacISAAC:

19          **Q**    As far as you knew was there anyone at Michael  
04:07:29 20          Jackson -- at MJJ Productions while you were there that  
21          in any way supervised Michael Jackson or had the power or  
22          authority to tell him what to do?

23          A    No. Michael was the boss. He was -- he had  
24          the -- he was the power.

04:07:46 25          **Q**    I think you testified earlier that you don't

04:07:49 1 **believe Michael Jackson's a pedophile?**

2 A No, I don't. I never believed that he was a  
3 pedophile and I still do not believe that Michael was --  
4 is a -- was a pedophile.

04:07:57 5 **Q Did you ever see Michael Jackson touch a child**  
6 **in a way that you thought was inappropriate?**

7 A Never.

8 **Q Did you ever see Michael Jackson touch a child**  
9 **in a way that you thought was sexual?**

04:08:07 10 A Never.

11 **Q Did you ever see any interaction between**  
12 **Michael Jackson and a child that made you uncomfortable?**

13 A Never.

14 **Q I think you said that when you were on the Bad**  
04:08:18 15 **Tour, you packed and unpacked Michael's room several**  
16 **times?**

17 A I always packed Michael's room whenever we  
18 moved to each different city so I saw everything.

19 **Q In those -- can you estimate, you know, was it**  
04:08:35 20 **over 50 times that you packed and unpacked his room?**

21 A At least, yeah.

22 **Q During any of those times, did you ever see any**  
23 **pornography?**

24 A Never.

04:08:44 25 **Q Did you ever see any nude photos of children?**

04:08:45 1 A Never.

2 Q Did you ever see any photos of children that  
3 were partially undressed?

4 A Never.

04:08:51 5 MS. MacISAAC: I have no further questions.

6 MR. FINALDI: Alrighty. I have no further  
7 questions. I'd like to offer a stip that the court  
8 reporter be relieved of her duties under the code.

9 Do you want the transcript sent to you --

04:09:02 10 MS. MacISAAC: Yes.

11 MR. FINALDI: -- to get it to her?

12 MS. MacISAAC: That's fine.

13 MR. FINALDI: The transcript will be sent to  
14 Mr. Weitzman's office and they will see to it that

04:09:08 15 Miss Levine receives it, review it, sign it under penalty  
16 of perjury.

17 You can make any corrections you deem  
18 necessary. If you change something of substance, we can  
19 comment upon it at the time of trial and in motion  
04:09:20 20 practice and it may be seen as negatively affecting your  
21 credibility.

22 Does that makes sense? Yes?

23 THE WITNESS: Yes. Sorry.

24 MR. FINALDI: Is 30 days enough time for you to  
04:09:29 25 review it?

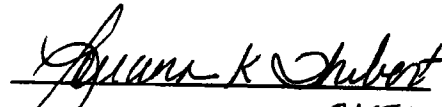
CERTIFICATION  
OF  
CERTIFIED SHORTHAND REPORTER

The undersigned certified shorthand reporter  
of the state of California does hereby certify:

That the foregoing deposition was taken before  
me at the time and place therein set forth, at which  
time the witness was duly sworn by me;

That the testimony of the witness and all  
objections made at the time of the deposition were  
recorded stenographically by me and thereafter  
transcribed, said transcript being a true copy of my  
shorthand notes thereof.

In witness whereof, I have subscribed my name  
this date 7 8 10

  
Certificate No.: 8152

# **EXHIBIT 13**

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
IN AND FOR THE COUNTY OF LOS ANGELES

WADE ROBSON, an individual,	)	CASE NO.:BC508502
	)	
Plaintiff,	)	
	)	
vs.	)	
	)	
MJJ PRODUCTIONS, INC., a California,	)	
corporation; MJJ VENTURES, INC., a	)	
California corporation; and DOES 4-50,	)	
inclusive,	)	
	)	
Defendants.	)	
	)	

---

VIDEOTAPED DEPOSITION OF

GARY HEARNE

FRIDAY, SEPTEMBER 2, 2016

10:07 A.M.

10:07:55 1 MR. FINALDI: Vince Finaldi for Plaintiff Wade  
2 Robson.

3 THE VIDEOGRAPHER: Would the court reporter  
4 please now administer the oath.

10:08:13 5  
6 GARY HEARNE,  
7 CALLED AS A WITNESS BY AND ON BEHALF OF THE PLAINTIFFS,  
8 AFTER BEING DULY SWORN, WAS EXAMINED AND TESTIFIED AS  
9 FOLLOWS:

10:08:13 10  
11 EXAMINATION

12  
13 BY MR. FINALDI:

14 Q Good morning. Could you please state and --  
10:08:14 15 spell and state your full name for the record.

16 A My full name is Gary David Hearne. That's  
17 G-A-R-Y, D-A-V-I-D, H-E-A-R-N-E.

18 Q Have you ever had your deposition taken before?

19 A Yes.

10:08:36 20 Q How many times?

21 A I don't remember, but maybe five or six times.

22 Q All right. I wasn't at those depositions and I  
23 don't know if you were informed of all the ground rules,  
24 so I'm going to run through them really briefly to make  
10:08:53 25 sure we're both on the same page. Okay.

10:30:30 1 situation or another.

2 Q Okay.

3 A Much like when you water the roots of a plant,  
4 you just attend to the root of it.

10:30:37 5 Q Okay.

6 A And then everything else will flourish in some  
7 way and you don't worry about this flower or that leaf or  
8 whatever.

9 Q So is it -- is it a true statement that in your  
10:30:51 10 entire life up 'til now, you've never had any type of  
11 formal training or education, whether it be through a  
12 seminar or just a class --

13 A Uh-huh.

14 Q -- or a weekend course --

10:30:58 15 A Uh-huh.

16 Q -- or just sit down on childhood sexual abuse;  
17 is that true?

18 A No. That's true. I have not had such  
19 training.

10:31:05 20 Q Alrighty. Now, when I say the Jackson  
21 organization, what -- you know who Michael Jackson, the  
22 now-deceased entertainer is, correct?

23 A Yes.

24 Q Okay. And you worked for him at one point in  
10:31:19 25 time; is that true?



10:31:20 1 A Yes.

2 Q You worked for one of his companies, right?

3 A Worked for him under the auspices of one of his

4 companies, yes.

10:31:26 5 Q And what was the name of that company?

6 A MJJ Productions.

7 Q MJJ Productions, Inc., correct?

8 A I think it may have had "Inc." on it, yeah.

9 Q Okay.

10:31:38 10 A I --

11 Q And just --

12 MR. STEINSAPIR: Were you going to say --

13 THE WITNESS: No. Just, you know, I understand

14 the situation where I'm not supposed to suppose, so I

10:31:48 15 just don't -- we always referred to it as MJJ

16 Productions.

17 MR. FINALDI: Okay. Yeah. That's fine.

18 THE WITNESS: Yeah.

19 BY MR. FINALDI:

10:31:55 20 Q And if I cut you off on accident, please let me

21 know.

22 A Okay.

23 Q Sometimes I'm --

24 A Likewise.

10:32:01 25 Q Okay. So -- but you did receive -- so you

10:32:04 1 worked for pay for the company, MJJ Productions?  
2 A Correct.  
3 Q And when you received your pay, how did you  
4 receive your pay?  
10:32:12 5 A A weekly check.  
6 Q Okay. It was a hard check?  
7 A Yes.  
8 Q And you understood that the check came from MJJ  
9 Productions?  
10:32:19 10 A Yes.  
11 Q Would you have that mailed to you or would you  
12 pick it up or would it be delivered to you?  
13 A It was -- I picked it up.  
14 Q Where would you pick it up?  
10:32:29 15 A At the MJJ offices.  
16 Q And was that on Wilshire?  
17 A Yes, it was.  
18 Q Do you remember the address?  
19 A 10960 Wilshire Boulevard.  
10:32:41 20 Q Kind of by UCLA?  
21 A Yes.  
22 Q And which floor? Do you remember?  
23 A I believe it was the 22nd floor.  
24 Q Alrighty. Do you remember when you were first  
10:32:56 25 hired, what your first day of work was?

10:33:00 1 A Actually, I think I do. I think it was  
2 October -- the actual official first day of work was -- I.  
3 think it was October 10th, 1991.

4 Q Okay. Have we covered your entire educational  
10:33:17 5 history?

6 A Yes.

7 Q Okay. I'd like to go through your employment  
8 history.

9 A Okay.

10:33:23 10 Q So in high school, for example, did you have a  
11 job?

12 A In high school, I earned money as a musician.

13 Q What instrument do you play?

14 A Mostly guitar.

10:33:38 15 Q All right. Any type of music in particular?

16 A Rock 'n Roll.

17 Q Alrighty. How about during college? You  
18 talked a little bit about your teacher --

19 A Uh-huh.

10:33:50 20 Q -- work?

21 A Yes.

22 Q Both as a student teacher in the college,  
23 right?

24 A Uh-huh.

10:33:55 25 Q Fine arts programs?

11:36:22 1 Q When did you first meet him?

2 A At that center.

3 Q Was he a teacher or something?

4 A Well, he is a -- or was -- is a physician

11:36:36 5 connected with the Boston Medical community at the time  
6 and he became interested in the transcendental meditation  
7 and a related branch of Vedic knowledge called ayurved or  
8 ayurveda, which has to do with an approach to physical  
9 health, physical and mental well-being.

11:37:11 10 Q Okay. So that's where you became acquainted  
11 with him?

12 A Yes.

13 Q Okay. And so it's my understanding Bill Blatt  
14 called you on the phone. You were in France visiting  
11:37:20 15 your sister. And he said I've got a job opening if you'd  
16 like it? Something to that --

17 A Uh-huh.. Yes.

18 Q Okay. I've heard about a job opening.  
19 What did he say the job was?

11:37:29 20 A To be the driver for Mr. Jackson.

21 Q Did you have a driver's license at the time?

22 A Yes.

23 Q And had you had any special training in being a  
24 professional driver?

11:37:44 25 A No. No training. But I had a few times as

11:40:09 1 A Yes.  
2 Q -- taught kids as well?  
3 A Pardon me?  
4 Q And you taught kids there as well sometimes?  
11:40:18 5 A I never taught any children there.  
6 Q How often would kids be brought there?  
7 A Seldom.  
8 Q All right. Were there always kids there or was  
9 it --  
11:40:30 10 A No.  
11 Q Okay. There were time periods where there were  
12 no kids there?  
13 A Correct.  
14 Q All right. And did you have any training --  
11:40:38 15 for that job there, did you ever have any training on  
16 dealing with kids or anything like that?  
17 A No.  
18 Q Alrighty. So my understanding, you came out to  
19 California and you interviewed with someone for the job,  
11:40:59 20 right?  
21 A That's right.  
22 Q Who did you interview with?  
23 A I interviewed with Mr. Jackson and with Norma  
24 Staikos.  
11:41:05 25 Q Norma first, correct?

11:41:06 1 A I met Norma just a few minutes before I met  
2 Michael.

3 Q And what kind of things did she ask you at the  
4 interview?

11:41:15 5 A I don't recall. I did speak with her by  
6 telephone before I came to Los Angeles.

7 Q Okay.

8 A I don't remember specifically what she asked  
9 me.

11:41:28 10 Q Did she ask about your driving record?

11 A I don't remember too many questions about that.

12 Q Did you have to provide them a copy of your  
13 driving record?

14 A I don't recall having done that.

11:41:39 15 Q Okay. What kind of stuff do you remember her  
16 asking you or telling you about, if anything?

17 A She told me that Mr. Jackson had decided to  
18 have a personal driver. He had been having -- using a  
19 driving service. It was not working out so well. I  
11:42:07 20 remember her saying that some of the drivers from the  
21 service would be a little too interested in whatever  
22 Michael was doing. They would sort of hover over him,  
23 you know. He was out and about shopping or whatever and  
24 --

11:42:27 25 Q Okay. And when you spoke with Mr. Jackson,

11:42:32 1 it's my understanding you met him at a studio in Culver  
2 City?

3 A Correct.

4 Q And exchanged pleasantries, right?

11:42:40 5 A Yeah. We spoke a little bit.

6 Q Did he tell you a little bit about himself?

7 A No, not really.

8 Q Did he tell you what he expected of you in the  
9 job duties?

11:42:54 10 A No.

11 Q Did he speak about any of the job duties at  
12 all?

13 A I don't recall him speaking of any of the  
14 duties.

11:43:02 15 Q Do you remember asking him about any of your  
16 job duties?

17 A No. I think the purpose of me meeting Mr.  
18 Jackson at that time was so that he could just get a feel  
19 for who I was. I think they pretty much assumed I knew  
11:43:14 20 how to drive.

21 Q Okay.

22 A And --

23 Q Did you have a driving test?

24 A No.

11:43:19 25 Q Okay.

11:43:21 1 A You mean for the job, specifically?  
2 Q Yeah.  
3 A No.  
4 Q Did either Michael Jackson or Norma say let's  
11:43:27 5 go for a driving test?

6 A Oh, no. No.  
7 Q I'm going to test you and see --  
8 A No, no.  
9 Q No?

11:43:31 10 A No.  
11 Q Okay. Who offered you the job?  
12 A Well, it was -- it was Norma.  
13 Q Okay. After you met Michael?  
14 A Yes.

11:43:41 15 Q And what did she say in relation to offering  
16 you the job?

17 A Well, I met them on one day. And then she said  
18 let's meet tomorrow morning. So I went back to the hotel  
19 I was staying in and I didn't have any indication one way  
11:44:00 20 or the other if they wanted me for the job. So I met  
21 with Norma the next day. And she was telling me more  
22 about the job, but I still didn't know if they really  
23 wanted me or not. So finally, I stopped. I said, Well,  
24 now, do you want me for the job? And she said, Oh, yeah,  
11:44:21 25 we do. And so --



11:44:23 1 Q Okay.  
2 A So that was sort of how the offer came about.  
3 Q And you accepted it right there?  
4 A Yeah. Yes. I think I did.

11:44:31 5 Q Okay. What was your job description when you  
6 accepted the job?

7 A It was to be the driver for Mr. Jackson.

8 Q And was there set hours that you were to work?

9 A No.

11:44:51 10 Q So no set hours as far as the times that you  
11 would work or the time periods during which you would  
12 work, correct?

13 A Correct.

14 Q And you were told that before you began?

11:45:01 15 A Yes.

16 Q And you accepted that, right?

17 A Yes.

18 Q Alrighty. And did they send you to any kind of  
19 a driver's course or training for limo drivers or taxi  
11:45:12 20 drivers?

21 A No.

22 Q Have you ever had in your entire life any type  
23 of training for taxi driver, limo driver, anything --

24 A No.

11:45:20 25 Q -- of that nature?

02:30:19 1 A Arm to arm or something like that.

2 Q Okay.

3 A Not like we were walking along with our arms  
4 around each other but --

02:30:27 5 Q Okay.

6 A -- just like when you're talking to someone and  
7 maybe there are other people there and you stand. And I  
8 think a few times I was kind of -- you know, we would go  
9 to a meeting or something and I'd open the door for  
02:30:40 10 Mr. Jackson and I'd sometimes put my hand, you know,  
11 behind his back as to kind of -- I guess, a gesture of --  
12 of, you know, here.

13 Q Okay.

14 A Yeah.

02:30:51 15 Q But the question was him touching kids.

16 A Kids, right.

17 Q Are you saying this is the way you saw him  
18 touching kids?

19 A Something like that, yeah, I would say. You  
02:31:02 20 know, like I say, I don't specifically remember any  
21 particular posture or position of body. But let me put  
22 it this way, if it was something that was inappropriate  
23 or in a sexual way, as I assume you might be curious  
24 about, I would have remembered that and I have no such  
02:31:23 25 memory.

02:31:24 1 Q Okay. Why would you have remembered that?

2 A Because it would -- I think for the same reason  
3 I would have remembered it if I saw any adult touching a  
4 child inappropriately. That's -- you know, it's just  
02:31:41 5 something that's -- you know, it's a wrong thing to do.  
6 It's --

7 Q Do you remember ever bringing any kids on the  
8 property at Neverland and having them hide in the back  
9 when you went through the security booth?

02:31:53 10 A No. No, I don't remember anything like that.  
11 I can't say it didn't happen.

12 Q Okay. It may have happened. If it did, you  
13 don't remember it?

14 A Correct.

02:32:05 15 Q Okay. Why would a kid need to hide in the back  
16 of your limo?

17 A I -- well, you're -- I don't know. Like I say,  
18 I don't know if that ever happened. When I say something  
19 could have happened, it's -- I mean, there's no way I  
02:32:34 20 could know, but I -- I suppose it would suffice to say  
21 that I just don't ever remember seeing such a thing.

22 Q Okay. So as far as you remember, there were no  
23 certain protocols for going into the gate at Neverland  
24 Ranch that changed in any way? Like, any protection from  
02:32:54 25 kidnapping or any kind of, you know, standard protocol

02:32:59 1 for you going into the gates that changed? Do you  
2 remember any of that?

3 A No. No. Other than very late in my career  
4 working for Michael, after there was a period of time  
02:33:19 5 when the Nation of Islam was kind of allowed to come in  
6 and takeover. Then things changed --

7 Q Yeah.

8 A -- for all of us.

9 Q I'm talking about '93 to '97.

02:33:30 10 A Oh, no. No, I don't remember any such thing.

11 Q Was there a rule that every time you went  
12 through that front gate, you had to roll down the window  
13 and let them see Mr. Jackson or not let them see  
14 Mr. Jackson?

02:33:41 15 A No. In fact, I'm certain there was not a rule.

16 Q So there were times under the rules or as you  
17 understood them at the time, it would be possible for you  
18 to bring Mr. Jackson and a child onto the Neverland Ranch  
19 property without the security guards seeing it?

02:33:57 20 MR. STEINSAPIR: Objection --

21 THE WITNESS: Well --

22 MR. STEINSAPIR: Hold on. That assumes facts.  
23 He never testified about any rules, but you can go ahead  
24 and answer.

02:34:08 25 THE WITNESS: As I recall, the way the protocol

02:34:14 1 was that when I, you know, pushed the little button to  
2 say that I was here with Mr. Jackson, I would also say  
3 the other guests.

4 BY MR. FINALDI:

02:34:26 5 Q Yeah.

6 A Yeah.

7 Q But there was no rule, like, you had to roll  
8 down the window or not roll down the window so they can  
9 actually verify it, right?

02:34:32 10 A It could have been -- I don't specifically  
11 recall, but it may have been at times when Mr. Jackson  
12 was not in the car that that was a procedure we would do.

13 Q Okay.

14 A But not with him because, you know, he's -- he  
02:34:46 15 was the owner of the place. And I think -- anyway, I  
16 would get into all kind of speculations as to why, but  
17 that's --

18 Q Okay. So how many years did you work for  
19 Mr. Jackson before he passed away?

02:34:59 20 A I worked a total of 15 years.

21 Q Okay. And while he was alive, how many years  
22 was that?

23 A 15 years.

24 Q Did you ever tell him no?

02:35:16 25 A You mean --

02:35:17 1 MR. STEINSAPIR: Objection; vague.  
2 THE WITNESS: I may have -- yeah, I may have  
3 spoken the word "no" to him. It depended --  
4 BY MR. FINALDI:  
02:35:23 5 Q I'm asking did you ever tell him no? Him ask  
6 you to do something or tell you to do something and you  
7 said no?  
8 A No. None.  
9 Q Never?  
02:35:30 10 A No such time that I can remember and I think if  
11 there had been such time, I'd remember it.  
12 Q Why do you think that?  
13 A Well, because it would have been highly  
14 unusual. I can't imagine of a circumstance where I would  
02:35:44 15 have.  
16 Q Do you remember ever hearing anyone tell  
17 Michael Jackson no?  
18 A That word specifically?  
19 Q Yeah. Him telling them to do something and  
02:35:56 20 them saying no?  
21 A No, I don't remember --  
22 Q Okay.  
23 A -- any such time.  
24 Q Alrighty.  
02:36:10 25 MR. STEINSAPIR: Can we take a break?

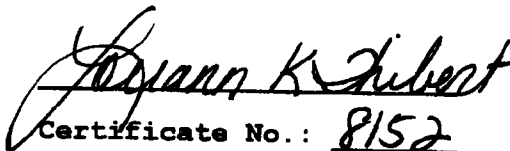
CERTIFICATION  
OF  
CERTIFIED SHORTHAND REPORTER

The undersigned certified shorthand reporter  
of the state of California does hereby certify:

That the foregoing deposition was taken before  
me at the time and place therein set forth, at which  
time the witness was duly sworn by me;

That the testimony of the witness and all  
objections made at the time of the deposition were  
recorded stenographically by me and thereafter  
transcribed, said transcript being a true copy of my  
shorthand notes thereof.

In witness whereof, I have subscribed my name  
this date SEP 15 2016.

  
Certificate No.: 8152

# EXHIBIT 14



SUPERIOR COURT OF THE STATE OF CALIFORNIA  
IN AND FOR THE COUNTY OF LOS ANGELES

\* \* \*

WADE ROBSON, AN INDIVIDUAL,	)	
	)	
Plaintiffs,	)	
	)	
vs.	)	CASE NO. BC508502
	)	
MJJ PRODUCTIONS, INC., a	)	
California corporation; MJJ	)	
VENTURES, INC., a California	)	
corporation; and DOES 4-50,	)	
inclusive,	)	
	)	
Defendants.	)	
	)	

CONFIDENTIAL

VIDEOTAPED DEPOSITION OF GAYLE GOFORTH

SANTA MARIA, CALIFORNIA

MONDAY, OCTOBER 24, 2016

10:04 A.M. - 3:54 P.M.

REPORTED BY CAROLYNN E. SPERE, CSR #10091

10:04:39 1 THE VIDEOGRAPHER: Good morning. This is the  
10:04:41 2 video-recorded deposition of Gayle Goforth, taken at  
10:04:46 3 301 South Miller Street, Suite 110, Santa Maria,  
10:04:49 4 California, on Monday, October 24th, 2016, at 10:05 a.m.  
10:04:56 5 in the matter of Robson versus MJJ Productions,  
10:05:01 6 Incorporated, being heard in the Superior Court of the  
10:05:04 7 State of California, County of Los Angeles, case No.  
10:05:08 8 BC508502. This deposition is on behalf of the plaintiff.

10:05:14 9 My name is Deborah Gehrke with Dean Jones Video  
10:05:20 10 Services of Santa Ana and Los Angeles, California. The  
10:05:23 11 court reporter is Carolyn Spere.

10:05:25 12 Would all parties, please, introduce yourselves,  
10:05:27 13 beginning with the witness.

10:05:28 14 THE WITNESS: Gayle Goforth.

10:05:30 15 MR. FINALDI: Vince Finaldi, Manly, Stewart and  
10:05:30 16 Finaldi for the plaintiff.

10:05:41 17 MR. LISKIN: Aaron Liskin, Kinsella Weitzman for  
10:05:41 18 defendant.

10:05:42 19 THE VIDEOGRAPHER: Will the court reporter,  
10:05:43 20 please, administer the oath.

21

22

23

24

25

GAYLE GOFORTH,  
A WITNESS HEREIN, BEING FIRST DULY SWORN, WAS  
EXAMINED AND TESTIFIED AS FOLLOWS:

14:20:16 1 A. Naked kids, no. They were all like statues. He  
14:20:21 2 had several statues in the home.

14:20:24 3 Q. Of kids and things?

14:20:26 4 A. Kids, but not naked. Like cherub-type things.

14:20:31 5 Q. Bronze statues of kids all over the property,  
14:20:37 6 right?

14:20:38 7 A. Yes. But they had clothes on and there was like  
14:20:45 8 cherub kids.

14:20:57 9 MR. FINALDI: Okay. I am going to hand over the  
14:20:58 10 questioning to check over my notes, but I think I am  
14:21:03 11 pretty close to being done.

14:21:05 12 MR. LISKIN: Why don't we take a 10-minute  
14:21:07 13 break.

14:21:07 14 THE VIDEOGRAPHER: The time is 2:21 p.m. We are  
14:21:10 15 now off the record.

14:21:13 16 (Break taken.)

14:28:21 17 THE VIDEOGRAPHER: We are back on the record.  
14:28:47 18 The time is 2:29 p.m.

14:28:50 19 MR. LISKIN: Good afternoon, Ms. Goforth.

14:28:53 20 THE WITNESS: Good afternoon.

14:28:55 21 MR. LISKIN: Thanks for your time today.

14:28:57 22 THE WITNESS: Thank you.

14:28:57 23 EXAMINATION

14:28:57 24 BY MR. LISKIN:

14:28:57 25 Q. Did you ever work out of -- strike that.

14:29:00 1 Have you ever been to MJJ Productions offices?

14:29:04 2 A. Yes, I have.

14:29:05 3 Q. And was that your primary place of work?

14:29:08 4 A. No, it's not.

14:29:10 5 Q. What was your primary place of work?

14:29:11 6 A. Neverland Valley Ranch.

14:29:13 7 Q. And was it your understanding that was Michael  
14:29:17 8 Jackson's personal residence?

14:29:19 9 A. Yes, it was.

14:29:19 10 Q. So he lived there?

14:29:21 11 A. Yes, he did.

14:29:22 12 Q. Counsel has mentioned or asked you some  
14:29:26 13 questions about a phone conversation that you had with  
14:29:29 14 someone named John from my office.

14:29:33 15 A. Yes.

14:29:34 16 Q. Did John ask you to lie under oath?

14:29:37 17 A. No, he did not.

14:29:38 18 Q. Did John tell you how to testify today?

14:29:41 19 A. No, he did not.

14:29:42 20 Q. There was some testimony about groups coming to  
14:29:53 21 the ranch at times.

14:29:55 22 A. Yes.

14:29:57 23 Q. I'm not sure if I remember this correctly, did  
14:29:59 24 you say that more often than not, Michael was not even  
14:30:03 25 there when the groups came?

14:33:15 1 A. A high school?

14:33:16 2 Q. Yes.

14:33:18 3 A. No.

14:33:18 4 Q. Was it a middle school?

14:33:19 5 A. No.

14:33:20 6 Q. Was it an elementary school?

14:33:22 7 A. No, it was not.

14:33:23 8 Q. It was not a school, correct?

14:33:25 9 A. No, it was not a school. It was a private home.

14:33:28 10 Q. Did you believe you had the authority to tell

14:33:38 11 Michael what kids could or could not stay at Neverland

14:33:44 12 Valley Ranch?

14:33:45 13 A. Of course not.

14:33:45 14 Q. Do you believe that Blanca Francia had the

14:33:50 15 ability to tell Michael what kids could or could not stay

14:33:53 16 at the ranch?

14:33:54 17 A. I don't believe.

14:33:55 18 Q. Do you believe Ms. Staikos could tell Michael

14:33:58 19 what kids could or could not stay at the ranch?

14:34:02 20 A. No. That was entirely up to him.

14:34:03 21 Q. Michael was in charge of things at the ranch,

14:34:06 22 correct?

14:34:06 23 A. Yes.

14:34:07 24 Q. And ultimately, did you believe that you worked

14:34:09 25 for Michael?

CERTIFICATE  
OF  
CERTIFIED SHORTHAND REPORTER

\* \* \* \* \*

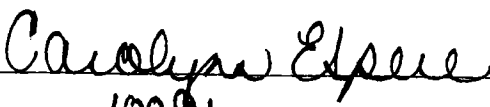
I, THE UNDERSIGNED CERTIFIED SHORTHAND REPORTER IN AND FOR  
THE STATE OF CALIFORNIA, DO HEREBY CERTIFY:

THAT THE FOREGOING PROCEEDINGS WERE TAKEN BEFORE ME AT THE  
TIME AND PLACE THEREIN SET FORTH, AT WHICH TIME THE WITNESS  
WAS PUT UNDER OATH BY ME; THAT THE TESTIMONY OF THE WITNESS  
AND ALL OBJECTIONS MADE AT THE TIME OF THE PROCEEDINGS WERE  
RECORDED STENOGRAPHICALLY BY ME AND WERE THEREAFTER  
TRANSCRIBED UNDER MY DIRECTION; THAT THE FOREGOING IS A  
TRUE RECORD OF THE TESTIMONY AND OF ALL OBJECTIONS MADE AT  
THE TIME OF THE PROCEEDINGS.

I FURTHER CERTIFY THAT I AM A DISINTERESTED PERSON  
AND AM IN NO WAY INTERESTED IN THE OUTCOME OF SAID ACTION, OR  
CONNECTED WITH OR RELATED TO ANY OF THE PARTIES IN SAID ACTION,  
OR TO THEIR RESPECTIVE COUNSEL.

THE DISMANTLING, UNSEALING OR UNBINDING OF THE  
ORIGINAL TRANSCRIPT WILL RENDER THE REPORTER'S CERTIFICATE NULL  
AND VOID.

IN WITNESS WHEREOF, I HAVE SUBSCRIBED MY NAME ON THIS  
DATE: NOV 03 2016

  
CSR NO. 10091

# EXHIBIT 15

[Home](#)
[Mail](#)
[Search](#)
[News](#)
[Sports](#)
[Finance](#)
[Celebrity](#)
[Weather](#)
[Answers](#)
[Flickr](#)
[Mobile](#)
[More](#)

Q All Search

Home L

Compose

Add Detail, Outlook, AOL, and more

Inbox (2189)

Deleted (25)

Spam

Archive

Spam (1)

Trash (57)

Smart Mail

Important

Unread

Filtered

People

Books

Shopping

Travel

Finance

Subject: "Hey Mom"

Folder (183)

A. Michael's brother

A. Gontis's Home Link

Animal Park... (1)

Animal Park (1)

Deleted Messages

Drafts

Forwarded (46)

Just Mail

Just Mail (10)

Mountain... (1)

Michael's

Michael's (2)

Notes

passwords... (1)

Photographer's Office

Spam Mail... (57)

The Office and the... (1)

The Office

Recent

\$23.89

Search results

Pease of mind..... rather elusive for us at the m... (7)

Joey Robson How are you feeling today? Love 11/15/12 at 10:26 AM

Wade Robson Hi, I am feeling proud of myself 11/15/12 at 11:01 AM

Wade Robson Beautiful quote. WORLD PEACE 11/15/12 at 2:19 PM

Joey Robson Heavy hearted. I have some ver 11/15/12 at 5:22 PM

Wade Robson Hey Mom. Great that you are lo 11/17/12 at 5:45 PM

Joey Robson I think I thought Dean was more 11/17/12 at 8:05 PM

Wade Robson <wajero@me.com> 11/17/12 at 8:46 PM  
To Joey Robson

Thank you for all this Mom.  
Gonna spend some time with it.

Wade.

Wade Robson  
"And then the day came when the risk to remain tight in a bud was greater than the risk it took to bloom."

Sent from my iPad

On Nov 17, 2012, at 8:05 PM, Joey Robson <joeyrobsonagent@yahoo.com> wrote:

I think I thought Dean was more of an opportunist than a distraction. I never really trusted him. I always thought he wanted to be around you for opportunity, which turned out to be correct when he talked you into letting him manage you for a minute. As for Greg. I just thought it was weird that he wanted to spend his time with teenagers. I know Michael did the same. I think his celebrity status definitely played a part, but not my feelings for him. That may have influenced some parts of my relationship with him but not me allowing you to stay with him. He just seemed so innocent that I really never thought that there was any truth to the allegations. You are right though, I would not have allowed you to sleep in the same bed with anyone else but, my feelings for Michael did not influence my decision to allow this. I am very sure of that. I was willing to sever our relationship with him when I thought he was abusing you emotionally, so, if I had any idea that sexual abuse was going on, I would have had no hesitation in putting him behind bars. When the Chandlers accepted a settlement from him, that just convinced me that it was all about money, because I would never have been able to let it go for money if I thought he had touched you. I remember saying at the time that no amount of money would make that OK for me. I would not have stopped until he was behind bars. I still feel that way.

Being around Michael had never been about furthering your career for me after we arrived in the States. I realized very early on that he was not going to help you like he said he would and that, if this was going to happen, we were going to have to do it ourselves..... and we did.

In my mind, I separated your career from Michael very early on and, what you achieved you did on your own talent. I stopped connecting your talent with anything to do with Michael a long time ago. You stood on your own. His influence was just the spark that ignited your talent.

He was charismatic and manipulative but he came across as sincere and innocent. His celebrity status definitely influenced my bad choices as it did for many. I can't take it back and I will regret it forever. You, Shane & Chantal are my life and I made decisions which changed all of your lives and I take full responsibility for that. I will do whatever it takes to help heal. I love you so much and I am so sorry

hayneedle.com

FREE SHIPPING ON ORDERS OVER \$49

BUSINESS REWARDS THAT WORK AS HARD AS YOU

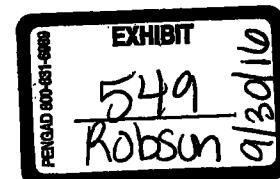
5% CASH BACK on select categories

2% CASH BACK at gas stations and restaurants

1% CASH BACK on all other purchases

NO ANNUAL FEE

Learn More





# **EXHIBIT 16**

09090

1 MR. MESEREAU: Okay. Thank you.

2

3 (The following proceedings were held in  
4 open court in the presence and hearing of the  
5 jury:)

6

7 THE COURT: Good afternoon.

8 THE JURY: (In unison) Good afternoon.

9 THE COURT: You may proceed.

10 THE CLERK: Judge, we need to swear the  
11 witness.

12 THE COURT: All right. Please raise your  
13 right hand and face the clerk.

14

15 WADE J. ROBSON

16 Having been sworn, testified as follows:

17

18 THE WITNESS: I do.

19 THE CLERK: Please be seated. State and  
20 spell your name for the record.

21 THE WITNESS: My name is Wade J. Robson,  
22 spelled W-a-d-e, initial J., R-o-b-s-o-n.

23 THE CLERK: Thank you.

24 MR. MESEREAU: May I proceed, Your Honor?

25 THE COURT: You may.

26 //

27 //

28 //

09091

1 DIRECT EXAMINATION

2 BY MR. MESEREAU:

3 Q. Good afternoon, Mr. Robson.

4 A. How you doing.

5 Q. How old are you?

6 A. I am 22.

7 Q. And would you please give the -- please just  
8 summarize your employment history.

9 A. My employment history.

10 I started dancing when I was two,  
11 professionally when I was five. In Australia  
12 originally. And moved to America when I was eight.  
13 Became a professional dancer. Started teaching  
14 dance classes when I was 12. I was in a rap duo  
15 when I was 11 and 12. Started choreographing for  
16 different artists when I was 14, and now I'm  
17 directing film.

18 Q. And where do you live at the moment?

19 A. I live in Tarzana, California.

20 Q. Okay. And you say you're directing films?

21 A. Yeah.

22 Q. And can you summarize what you're doing in  
23 that regard?

24 A. The main focus right now, I did a short film  
25 that I wrote and produced and directed last year,  
26 and that's doing the whole film festival circuit  
27 right now. And I have a three-picture deal with  
28 Disney as a film director, and we're developing an

09092

1 original musical.

2 Q. Do you know the fellow seated at counsel

3 table to my right?

4 A. Yes.

5 Q. And who is that?

6 A. That's Michael Jackson.

7 Q. How do you know him?

8 A. I met him first when I was five years old.

9 I think it was '87. And Michael was touring, he was

10 doing the "Bad" tour. And I was imitating him as a

11 dancer at that point. And he was holding these --

12 it was in connection with Target or something like

13 that, holding these dance, like, contests all around

14 wherever he traveled. So I entered one of the dance

15 contests and ended up winning it, went on to the

16 finals and won that, and then the prize was to meet

17 Michael.

18 So I met him after one of his concerts in

19 Brisbane, Australia. And it was just like in a

20 meet-and-greet sort of room. And we met, and I was

21 in my whole, you know, "Bad" outfit and everything.

22 He was sort of laughing and tripping out on my

23 outfit and asked if I danced. I said, "Yeah." And

24 he asked me to perform with him in the show the next

25 night.

26 So after -- it was like the end of the

27 concert, I pulled up, performed in the show with

28 him. The next -- the next -- I think within the

09093

1 next couple of days, my mother and I went to visit  
2 him at his hotel room, and we stayed for a couple of  
3 hours. It was in Brisbane, Australia. Just talking  
4 about what I want to do. And then that was kind of  
5 it at first.

6 And then for the next two years, we didn't  
7 have any contact at all. And I continued pursuing  
8 my dance career in Australia. And then the company  
9 that I was with, the dance company, was traveling to  
10 America to do a performance at Disneyland.

11 So we all went. Came out, did that  
12 performance. As I said, we'd had no contact with  
13 Michael or anything. Somehow my mother got in  
14 contact with Michael's secretary at that time, who  
15 was Norma Stokes.

16 MR. ZONEN: Your Honor, I'm going to object  
17 to the narrative form of the answer.

18 THE COURT: Sustained.

19 Q. BY MR. MESEREAU: After your mother got in  
20 contact with Norma Stakos, what happened next?

21 A. She talked to Michael about -- we wanted to  
22 see if we could hook up with him again and meet him  
23 again. She talked to Michael. Michael remembered  
24 me from when I met him when I was five years old,  
25 wanted to meet me again.

26 So I was out there with my mother, sister,  
27 my father, and grandparents. We all went to meet  
28 him at Record One Recording Studios. And this

09094

1 was -- this was '89.

2 Q. Where is Record One Recording Studios?

3 A. I don't remember exactly. It's somewhere in

4 the valley, yeah. In California. Yeah.

5 Q. And what happened next?

6 A. We met up with him. He was in between, you

7 know, working on music and that sort of thing. He

8 was doing a photo shoot at the time at the studio.

9 We took some photos with him. My family and I all

10 went into his -- sort of like the green room, and

11 played him some videotapes of all the dancing stuff

12 that I've been doing over the last two years. And,

13 you know, he was just really excited, checking out

14 everything I had done. And then by the end of the

15 time, he invited my family and I up to the ranch

16 that weekend.

17 Q. And did you begin a friendship with Mr.

18 Jackson?

19 A. Yes.

20 Q. Did you spend much time at Neverland?

21 A. Yeah. Spent a lot of time, yeah.

22 Q. When do you think you first went to

23 Neverland?

24 A. It was right after that visit. I'm pretty

25 sure it was that night that we went, my whole family

26 went to the ranch. And, you know, we stayed for, I

27 don't know, about a week or something like that.

28 Q. And approximately what year do you think you

09095

1 first went to Neverland, Mr. Robson?

2 A. That was 1989.

3 Q. Okay. And who did you go to Neverland with  
4 the first time?

5 A. Went with my mother, my sister, my father,  
6 and my grandfather, grandmother.

7 Q. And how long did you stay during that first  
8 visit?

9 A. I think it was about a week.

10 Q. And after you spent a week at Neverland,  
11 what did you do?

12 A. Went back to Australia.

13 Q. Okay. Did you see Mr. Jackson again?

14 A. Yeah. We would -- I don't remember exact  
15 dates, but over the next two years, my mother and I  
16 would come out, I don't know, maybe twice a year,  
17 something like that, and spend a couple of weeks  
18 with Michael.

19 Q. Would you spend the night at Neverland?

20 A. Some of it was at Neverland. Sometimes it  
21 would be at the -- he had an apartment in I think it  
22 was Westwood at that point that we would stay at  
23 sometimes, too.

24 Q. That's your mother and you would stay at the  
25 apartment in Westwood?

26 A. Yeah. That first time, I think a couple  
27 times, sometimes I would stay by myself. Always --  
28 I think -- sometimes -- most of the time my mother

09096

1 and I went to the ranch together. I think once I  
2 was there by myself without my mother. There was  
3 other people there.

4 Q. And did you stay in contact Mr. Jackson  
5 through those years?

6 A. Yes.

7 Q. And how would you communicate with Mr.  
8 Jackson?

9 A. When we weren't there, you know, we'd talk  
10 on the phone or we'd send faxes back and forth.

11 Q. At some point did you move to the United  
12 States permanently?

13 A. Yeah. We moved in September of 1991. My  
14 mother and sister and I.

15 Q. Have you lived here ever since?

16 A. Yes.

17 Q. Have you lived in Los Angeles ever since?

18 A. Yes.

19 Q. Now, your mother's name is?

20 A. Joy Robson.

21 Q. And how about your sister?

22 A. Chantel Robson.

23 Q. Okay. How many times do you think you've  
24 stayed at Neverland?

25 A. Um, it's got to be somewhere in the twenties  
26 or something like that. Mid-twenties.

27 Q. And have you stayed there for varying  
28 periods of time?



09097

1 A. Yeah. Most of the time it's usually like a

2 weekend, you know. Friday, Saturday, Sunday.

3 Q. What's the longest amount of time, do you

4 think, you've ever stayed at Neverland?

5 A. You know, I would say a week to a week and a

6 half.

7 Q. Do you consider Michael Jackson your friend?

8 A. Yes.

9 Q. Do you consider him a close friend?

10 A. Yes.

11 Q. You're aware of the allegations in this

12 case, are you not?

13 A. Yes.

14 Q. And are you aware, as you sit here today,

15 that there's been allegations that Mr. Jackson

16 molested you?

17 A. Yes.

18 Q. Mr. Robson, did Michael Jackson ever molest

19 you at any time?

20 A. Absolutely not.

21 Q. Mr. Robson, did Michael Jackson ever touch

22 you in a sexual way?

23 A. Never, no.

24 Q. Mr. Robson, has Mr. Jackson ever

25 inappropriately touched any part of your body at any

26 time?

27 A. No.

28 Q. When you first visited Neverland -- and I

09098

1 think you said it was about a week you and your mom

2 stayed there?

3 A. Yeah.

4 Q. Where did you stay?

5 A. I stayed in Michael's room.

6 Q. And could you please describe the room for

7 the jury?

8 A. When you walk in, there's -- there's a bed,

9 sort of like the main bed, diagonally to your left.

10 Wood floors. There's a second floor that you go

11 around to the right and up, which also has another

12 bed. There's a bathroom to the left. There's

13 bathrooms on both sides of the main bed on the first

14 floor.

15 Q. And you stayed in Mr. Jackson's room?

16 A. Yes.

17 Q. The first time you were there?

18 A. Yes.

19 Q. To your knowledge, has your mother ever

20 stayed in Mr. Jackson's room?

21 A. In the room? No.

22 Q. How about your sister?

23 A. Yes.

24 Q. And when do you recall your sister staying

25 in the room?

26 A. On that first trip, the first time we went

27 to Neverland.

28 Q. Okay. What do you recall doing at Neverland

09099

1 during that first visit when you spent approximately

2 a week?

3 A. Well, at that point he didn't have many of

4 the rides. We would watch movies in the theater.

5 You know, we'd play video games. We'd drive around

6 on the golf carts, look at the animals. Those sort

7 of things.

8 Q. Has Mr. Jackson ever helped you with your

9 career?

10 A. Yes.

11 Q. What has he done?

12 A. When I first moved out here, when I was

13 nine, he put me in a couple of his music videos. I

14 was in the "Jam" music video, "Black or White" music

15 video, and "Heal the World." And that sort of

16 helped me get a dance agent, dance agency, and --

17 and, yeah.

18 And then the next thing, when I said I was

19 in a rap duo when I was 11 and 12, that was on

20 Michael Jackson's label under Sony.

21 Q. Do you recall the second time you ever

22 visited Neverland?

23 A. No, I don't.

24 Q. Do you recall staying in Mr. Jackson's room

25 on other occasions?

26 A. Yes.

27 Q. And typically when you'd stay in Mr.

28 Jackson's room, what would you do?

09100

1 A. What would we do as far as just --

2 Q. Sure. Anything.

3 A. Yeah. We'd watch -- same thing. We'd watch  
4 movies, we'd play video games, you know, we'd have a  
5 pillow fight every now and then. We'd talk. Hang  
6 out.

7 Q. How many times do you think you've stayed in  
8 Mr. Jackson's room at Neverland?

9 A. Same amount of times as I've been there.  
10 Well, no, that's not true, I'm sorry. I've been  
11 there a bunch of times without Michael, just with  
12 other friends and family traveling there. But, I  
13 don't know, maybe 15 to 20.

14 Q. And at no time has any sexual contact ever  
15 occurred between you and Mr. Jackson, right?

16 A. Never.

17 Q. Have you ever taken a shower with Mr.  
18 Jackson?

19 A. No.

20 Q. Have you ever gone swimming with Mr.  
21 Jackson?

22 A. Yes.

23 Q. And please explain what you mean.

24 A. One time with my sister and I, my sister and  
25 I and Michael, we went in the Jacuzzi at Neverland  
26 Ranch.

27 Q. And do you know approximately when that was?

28 A. I don't. I can't say for sure. I have a

09101

1 feeling that it was within that first trip in '89

2 when I went there.

3 Q. Do you recall what Mr. Jackson was wearing

4 in the Jacuzzi?

5 A. From my recollection, he was wearing shorts.

6 You know, like swimming shorts. And that was it.

7 Q. Did anything inappropriate ever happen in

8 that Jacuzzi?

9 A. No.

10 Q. Has anything inappropriate ever happened in

11 any shower with you and Mr. Jackson?

12 A. No. Never been in a shower with him.

13 Q. Did you get to know any of the employees at

14 Neverland when you were there?

15 A. I wouldn't say "get to know." You know, I

16 knew of them and we'd know each other's names, but

17 it never went beyond that.

18 Q. Do you recall someone named Blanca Francia?

19 A. Yes, I remember her name. And I remember

20 her presence. I can't place her. I can't remember

21 what she looks like or anything like that.

22 Q. Do you know whether or not Blanca Francia

23 ever was in a room when you were with Mr. Jackson?

24 A. Not that I can remember.

25 Q. Okay. Did you ever meet anyone named Ralph

26 Chacon?

27 A. No.

28 Q. How about Kassim Abdool?

09102

1 A. No.

2 Q. Do you recall anyone named Adrian McManus?

3 A. No.

4 Q. Did you have much interaction with the  
5 security people when you were visiting and staying  
6 at Neverland?

7 A. No. The only interaction would be is, I  
8 don't know, if -- if they were trying -- if we were  
9 out, you know, watching a movie or something like  
10 that, they'd come tell us that dinner was ready or  
11 something like that.

12 In later years, when I would go there and  
13 just visit with my family and that sort of thing,  
14 sometimes we'd have water fights and get the  
15 security involved. But other than that, no.

16 Q. Did you come across anyone named Mrs.  
17 Chandler when you were at Neverland?

18 A. Yes.

19 Q. And when do you think this was?

20 A. I think I was about 13. But I can't  
21 pinpoint any more -- anything more definitive than  
22 that. Around that time.

23 Q. Do you recall ever seeing someone at  
24 Neverland talking to Mrs. Chandler?

25 A. Sorry? Can you repeat that?

26 Q. Did you ever see Mrs. Chandler talking to  
27 anyone at Neverland?

28 A. Yeah, I mean, maybe chefs or -- you know, or

09103

1 maids or something like that.

2 Q. What do you recall Mrs. Chandler doing at  
3 Neverland?

4 A. I think I mainly saw her if we'd sit down to  
5 eat dinner or something like that. That's the only  
6 time I saw her.

7 Q. Did you ever see her ordering people around  
8 at Neverland?

9 A. Yeah, well --

10 MR. ZONEN: I'm going to object as leading.

11 THE COURT: Sustained.

12 Q. BY MR. MESEREAU: When you saw Mrs. Chandler  
13 talking to these people at Neverland, what do you  
14 recall her doing?

15 MR. ZONEN: I'll object as irrelevant and  
16 vague.

17 MR. MESEREAU: There's been testimony by  
18 her, Your Honor, about what she saw.

19 THE COURT: I'll allow the question.

20 You may answer. Do you want it read back?

21 THE WITNESS: Yes, please.

22 (Record read.)

23 THE WITNESS: I remember her, you know,  
24 ordering food, that sort of thing, from maids or  
25 chefs, or whatever.

26 And, you know, the thing I sort of noticed  
27 was she was always sort of -- you know, she would  
28 sort of act like the place was hers, you know. Sort

09104

1 of order people around a bit.

2 And, you know, I guess I noticed it because  
3 my mother, when we went there, she always made it  
4 really clear that this was Michael Jackson's house.  
5 This was somebody's house and --

6 MR. ZONEN: I'm going to object as  
7 nonresponsive to the question and narrative.

8 THE COURT: All right. The last sentence is  
9 stricken.

10 Q. BY MR. MESEREAU: Mr. Robson, has anyone  
11 told you what to say in this courtroom today?

12 A. No.

13 Q. Is everything you've said the complete and  
14 honest truth?

15 A. Yes.

16 Q. Did Mr. Jackson ever do anything wrong with  
17 you?

18 A. No.

19 MR. MESEREAU: No further questions.

20 THE COURT: Cross-examine?

21

22 CROSS-EXAMINATION

23 BY MR. ZONEN:

24 Q. Mr. Robson, good afternoon.

25 A. Good afternoon.

26 Q. Have you been living in the United States  
27 continuously since you were eight years old?

28 A. Yes.



09105

1 Q. Was Mr. Jackson instrumental in your being  
2 able to move to the United States to pursue your  
3 career?

4 A. Yes.

5 Q. Are you grateful for Mr. Jackson's help and  
6 assistance in the development of your career?

7 A. Yes.

8 Q. Did you go to high school or college at all?

9 A. No.

10 Q. Not either one?

11 A. I didn't go to a public high school. I did  
12 home studies.

13 Q. You did home studies all through high  
14 school?

15 A. Yeah.

16 Q. And no college at all?

17 A. No.

18 Q. So you began your dance career early on and  
19 continued through to today; is that correct?

20 A. Yes.

21 Q. All right. Now, the first time that you  
22 slept with Mr. Jackson you were seven years old; is  
23 that correct?

24 A. I slept in the same bed with him. But, yes,  
25 I was seven.

26 Q. Did you understand my question to mean  
27 something other than that?

28 A. Sounded like it.

09106

1 Q. All right. But you slept in the same bed  
2 with him when you were seven years old; is that  
3 correct?

4 A. Yes.

5 Q. Was anybody else in that bed with you?

6 A. My sister, Chantel Robson.

7 Q. She was ten years old; is that right?

8 A. Yes.

9 Q. Is it true that there was not another adult  
10 anywhere in that room at the time you crawled into  
11 bed with Mr. Jackson?

12 A. True.

13 Q. And in fact, you continued to sleep with Mr.  
14 Jackson through the balance of that week during your  
15 seventh year; is that right?

16 A. Yes.

17 Q. Was your sister there the entire time during  
18 that week as well?

19 A. Yes.

20 Q. Was she in that bed with you as well?

21 A. Yes.

22 Q. Did she continue to share a bed with you and  
23 Mr. Jackson thereafter, or did you sleep only with  
24 Mr. Jackson thereafter?

25 A. What do you mean by "thereafter"?

26 Q. Well, on all the occasions that you returned  
27 to visit Mr. Jackson's ranch, did you stay in his  
28 room, by yourself, with him?

09107

1 A. Yes. But my sister wasn't in -- wasn't with  
2 us at all in America.

3 Q. All right. So when you moved here -- and  
4 incidentally, your father was there during that  
5 first week when you were seven years old; is that  
6 right?

7 A. Yes.

8 Q. But your father did not return to visit  
9 thereafter?

10 A. No.

11 Q. All right. So you stayed in the United  
12 States. Your father stayed in Australia.

13 A. Yes.

14 Q. Did your mother stay in the United States?

15 A. Yes.

16 Q. For the balance of the next number of years,  
17 your father was simply not in the picture while you  
18 were in the United States; is that right?

19 A. He wasn't there with us, no.

20 Q. And Mr. Jackson understood that as well, did  
21 he not, that your father was not in the picture  
22 while you were at Neverland?

23 A. Well, he understood that he wasn't there,  
24 yes.

25 Q. Okay. And did you have any contact with  
26 your father at all?

27 A. Yes. We talked on the phone.

28 Q. By telephone?

09108

1 A. Yeah.

2 Q. Did you visit him?

3 A. I'm sorry, are we talking about once I moved  
4 to America?

5 Q. Yes.

6 A. Oh, yes, we would go back at least every two  
7 years for Christmas.

8 Q. Did he ever come to the United States to  
9 visit you?

10 A. Yes.

11 Q. Did he have any other visits with you at  
12 Neverland?

13 A. No.

14 Q. Did you talk with your mother, prior to that  
15 first week that you slept with Mr. Jackson with your  
16 sister, about the sleeping arrangements at all?

17 A. Well, yeah, the first day that we got there,  
18 to Neverland Ranch -- you know, I think we got there  
19 in about the afternoon. We hung out a bit.

20 When it was time to go bed, I asked Michael  
21 if I could stay with him in his room. And then  
22 Michael and I went to -- mom was staying in a guest  
23 room. We went to her room and I asked her. Michael  
24 asked her if that was okay. And she said yes.

25 Q. All right. Now, you asked Michael Jackson  
26 if you could share his room with him. Now, what  
27 caused you to do that? You were seven years old.

28 What caused you to ask him if you could stay with

09109

1 him in his room?

2 A. Well, it's the same way with any child.

3 When you -- you know, when you have a best friend or

4 a new friend that you found, you always want to stay

5 in the same room with them.

6 Q. He was in his mid 30s; is that right?

7 A. Yes, I guess so.

8 Q. Had you ever crawled into bed with a

9 30-year-old man prior to that day?

10 A. My father.

11 Q. Okay.

12 A. But other than that, no.

13 Q. Any person who you had just met?

14 A. No.

15 Q. All right. And in fact, throughout your

16 entire adolescent years, you had never slept with

17 any other man other than Michael Jackson and your

18 father; is that correct?

19 A. Never slept in a bed with any other man, no.

20 Q. Now, you had a conversation with your mother

21 about where you would sleep that night, that first

22 time. Again, you're seven years old; is that right?

23 A. Yeah.

24 Q. Did your mother talk to you about perhaps

25 you should stay with her in the guest cottage?

26 A. No.

27 Q. Was she the one who suggested that your

28 sister should go with you and stay in that room with

09110

1 Mr. Jackson?

2 A. I don't remember that. I remember Chantel,  
3 my sister, wanted to as well.

4 Q. Had your mother actually seen the room  
5 that -- or the rooms that constitute Mr. Jackson's  
6 bedroom suite?

7 A. Yeah. When we first got to the ranch, he  
8 took us around, a tour around everywhere, in his  
9 room.

10 Q. So she understood at the time that the  
11 bedroom suite was composed of a number of different  
12 rooms with actually beds in at least two of them; is  
13 that right?

14 A. Yes.

15 Q. And there were bathrooms on both levels; is  
16 that right?

17 A. I don't think there's a bathroom on the  
18 second level. There's two on the first level.

19 Q. Was your mother under the impression that  
20 you would be sleeping in a different location from  
21 Michael Jackson when you first went to his room at  
22 age seven?

23 A. Not that I know of.

24 Q. All right. Had you talked with her the next  
25 day about where you actually slept that prior night?

26 A. No, not that I remember.

27 Q. At any time during that first week when you  
28 were there at age seven, did you ever tell your

09111

1 mother that you actually shared the bed with Michael

2 Jackson?

3 A. I'm sure.

4 Q. You think you did?

5 A. Yeah.

6 Q. Do you remember your mother's response to

7 hearing that?

8 A. No.

9 Q. Did your sister, in your presence, tell your

10 mother that she was also sleeping in the same bed

11 with Michael Jackson at age ten?

12 A. I can't say for sure. I don't remember,

13 but --

14 Q. At any time during that first week that you

15 were there, did you have any conversation with your

16 mother wherein your mother expressed concern about

17 where you were sleeping?

18 A. No.

19 Q. Were you seeing your mother during the day?

20 A. Yes.

21 Q. All right. After that first week, did you

22 go back to Australia?

23 A. Yeah.

24 Q. You were in Australia for what, about a

25 year?

26 A. I think so. I don't remember.

27 Q. And then you returned to the United States

28 for good at that point?

09112

1 A. Well, we had a couple of visits back to

2 America before we returned in '91 for good.

3 Q. With what rate of frequency did you continue

4 to visit with Michael Jackson after returning at age

5 eight?

6 A. I would say twice a year.

7 Q. All right. And during those periods of

8 time, you would stay for up to a week at a time, no?

9 A. Yeah.

10 Q. Were there times that you actually stayed at

11 Neverland for many weeks at a time?

12 A. Not that I can remember. Like I said, a

13 week to a week and a half. Maybe it was two weeks,

14 but I don't remember any more than that.

15 Q. Were there periods of time when you were at

16 Neverland and working with Mr. Jackson on dance

17 routines?

18 A. No. I mean, we would mess around and dance

19 a little bit in the studio every now and then, yes.

20 Q. Was there ever an occasion where you were on

21 the dance floor with Mr. Jackson and he was showing

22 you a routine and he grabbed your crotch in a manner

23 similar to how he would grab his own crotch while

24 doing those performances?

25 A. No, that's not true.

26 Q. You have no recollection of that?

27 A. No.

28 Q. That didn't happen?



09113

1 A. No.

2 Q. During the period of time from age eight on,  
3 did you stay in Mr. Jackson's room virtually the  
4 entire time?

5 A. I'm sorry?

6 Q. The times that you would come and visit Mr.  
7 Jackson from age eight on --

8 A. Uh-huh.

9 Q. -- did you stay in Mr. Jackson's room?

10 A. Yes.

11 Q. All right. By age 11, you were asked to  
12 give a deposition, were you not?

13 A. Yes.

14 Q. And you actually did give testimony under  
15 oath in the presence of two prosecutors from Los  
16 Angeles; is that right?

17 A. Yes.

18 Q. There was also an attorney present who  
19 represented you; is that correct?

20 A. Yes.

21 Q. All right. After that deposition, did you  
22 continue to sleep in Mr. Jackson's room?

23 A. Yes.

24 Q. Did you continue to sleep in Mr. Jackson's  
25 bed?

26 A. Yes.

27 Q. All right. Now, during that period of time  
28 from age eight until age 11, did you frequently

09114

1 visit Mr. Jackson?

2 A. From -- I'm sorry, from eight to 11?

3 Q. Age eight to age 11, did you frequently

4 visit Mr. Jackson?

5 A. Yeah. Same amount of time. Maybe twice a

6 year, or every couple of months, something like

7 that.

8 Q. Is it safe to say that during each of those

9 visits, you stayed in Mr. Jackson's room?

10 A. Yes.

11 Q. All right. Were there ever occasions where

12 you went to visit Mr. Jackson when your mother

13 wasn't there?

14 A. Yes. I think a couple of times he had an

15 apartment in Century City that my mother would drop

16 me off and I'd stay for, you know, a night or so by

17 myself with Michael there.

18 Q. Was that a place called "The Hideout"?

19 A. I remember a place called "The Hideout."

20 I don't remember if it was that place.

21 Q. Were there more places where you visited and

22 stayed overnight in Century City?

23 A. Yeah, there was a hotel that was -- I mean,

24 I'm sorry, an apartment that was in Westwood and

25 then one that was in Century City.

26 Q. Was there a place where Mr. Jackson was

27 living in, either Westwood or Century City, where

28 there was a hotel across the street?

09115

1 A. Yes.

2 Q. And would it be the case that periodically  
3 you would visit him there, your mother would stay in  
4 the hotel, but you would stay with him in his room?

5 A. One time when we came over, we stayed -- I  
6 think it was the Westwood apartment, his Westwood  
7 apartment. There was a Holiday Inn that was across  
8 and we stayed there most of the time. And then  
9 certain nights I would go over to Michael and stay  
10 with him.

11 Q. Mr. Robson, were there ever occasions where  
12 you stayed with Michael Jackson where you didn't  
13 sleep with him in his bed?

14 A. Yes.

15 Q. How often did that happen?

16 A. I don't know. Maybe three, four times.

17 Q. Three or four times over years we're talking  
18 about; is that right?

19 A. Yes.

20 Q. So, for the most part, the overwhelming  
21 majority of times you shared his bed with him?

22 A. Yes.

23 Q. Now, at any time did you start to develop  
24 conversations with your mother about the propriety  
25 of sleeping with this man who's now well into his  
26 30s?

27 A. No.

28 Q. Did you consider it unusual at all?

09116

1 A. No.

2 Q. Did your mother consider it unusual?

3 A. No.

4 Q. Did you ever talk to your father about it?

5 A. Yeah.

6 Q. You talked to your father about your

7 sleeping with Michael Jackson?

8 A. No, I mean, you know, everybody knew, and

9 nobody ever said that it was -- we never talked

10 about it being unusual or anything like that.

11 Q. Did your mother ever ask you if anything

12 inappropriate happened in bed with him?

13 A. No.

14 Q. Did she simply assume nothing happened?

15 A. Yes.

16 Q. You're telling us nothing happened; is that

17 right?

18 A. Yes.

19 Q. All right. What you're really telling us is

20 nothing happened while you were awake; isn't that

21 true?

22 A. I'm telling you that nothing ever happened.

23 Q. Mr. Robson, when you were asleep, you

24 wouldn't have known what had happened, particularly

25 at age seven, would you have?

26 A. I would think something like that would wake

27 me up.

28 Q. On those occasions that you were at

09117

1 Neverland, you used to play very actively, did you  
2 not?

3 A. Yes.

4 Q. All right. There was a lot to do at  
5 Neverland; is that right?

6 A. Yes.

7 Q. And on some days you were actually working  
8 out heavily with the defendant, engaged in dance  
9 routines, weren't you?

10 A. Yeah.

11 Q. And on other occasions you would be playing  
12 very actively. There's just a host of things that a  
13 seven-year-old can do and have fun with; is that  
14 right?

15 A. Yes.

16 Q. And you can play -- all manner of video  
17 games that exist anywhere in the world can be found  
18 at Neverland; is that right?

19 A. Yeah.

20 Q. And there's video games, there's movies,  
21 there's a zoo, there's all kinds of parks, and the  
22 trains. You're very active during the entire day;  
23 is that right?

24 A. Yes.

25 Q. And at night you'd go back to his room and  
26 you'd play more video games or you'd watch  
27 television; is that right?

28 A. Yes.

09118

1 Q. And there's movies of any kind that you can  
2 see with Mr. Jackson?

3 A. Yes.

4 Q. Did your mother ever complain to you that  
5 you were losing contact with her and that she was  
6 losing her contact with you? Did she ever say that?

7 A. No.

8 Q. In fact, she was very upset over the fact  
9 that she was losing her ability to have access to  
10 her son, wasn't she?

11 A. No.

12 Q. Was there, in fact, a shower at Neverland in  
13 the suite, the bedroom suite?

14 A. Yes.

15 Q. But you didn't use it?

16 A. I used it by myself.

17 Q. Was he in the room while you were using it?

18 A. In the bedroom, not in the shower room,  
19 which had its own door.

20 Q. You were seven years old when you started  
21 using that shower; is that correct?

22 A. Yes.

23 Q. When did you stop sleeping with Mr. Jackson?

24 A. I guess when I was about, I don't know,  
25 maybe 13, 14, something like that.

26 Q. Why did you stop?

27 A. I didn't stop sleeping with him. I just  
28 haven't spent the night with him, I mean, in his

09119

1 room or anything like that since then, I don't

2 think.

3 Q. You haven't gone back to Neverland since you

4 were 13?

5 A. I have. Not with him.

6 Q. Have you gone back to Neverland since you

7 were 13 and actually stayed overnight?

8 A. Yes.

9 Q. On how many occasions since you were 13?

10 A. A lot. Same thing. 20, 25. Something like

11 that.

12 Q. Did he take you to other locations such as

13 Las Vegas?

14 A. Yes.

15 Q. And while you were at Las Vegas, you went to

16 see Siegfried & Roy?

17 A. Yes.

18 Q. And being with Mr. Jackson back then was a

19 very exciting experience, wasn't it?

20 A. Yes.

21 Q. He was able to go anywhere he wanted in Las

22 Vegas and take you with him?

23 A. Yeah.

24 Q. Did you start to dress like him?

25 A. I always did before I met him.

26 Q. All right. And during the time that you

27 were with him, he enjoyed you wearing clothing

28 similar to what he wore; is that correct?

09120

1 MR. MESEREAU: Objection; calls for

2 speculation.

3 THE COURT: Sustained.

4 Q. BY MR. ZONEN: Did he ever tell you that he

5 wanted you to dress like him?

6 A. No.

7 Q. Did he ever give you hats similar to the

8 type of hats that he wears?

9 A. Because I would ask for them.

10 Q. And did you, in fact, wear those types of

11 hats when you were out with him?

12 A. Yes.

13 Q. And when you were in Las Vegas, did you wear

14 those hats as you wandered around Las Vegas with

15 him?

16 A. Yes.

17 Q. When you were in Las Vegas, where did you

18 stay?

19 A. We stayed at The Mirage Hotel.

20 Q. Who went to Las Vegas with you?

21 A. My mother.

22 Q. Just your mother?

23 A. Yeah.

24 Q. Was your sister with you at all?

25 A. No.

26 Q. Did your sister move to the United States

27 with you?

28 A. Yes.



09121

1 Q. But she didn't go to Las Vegas with you?

2 A. Well, we weren't -- we didn't live in the

3 United States at that point. We still lived in

4 Australia. We were out on a visit.

5 Q. When you were in the hotel in Las Vegas, it

6 is true that you stayed with Mr. Jackson in his bed?

7 A. Yes.

8 Q. And your mother stayed in a separate room;

9 is that right?

10 A. Yes.

11 Q. Now, were there other boys that you knew

12 about who were sleeping with Michael Jackson during

13 that time?

14 A. No, not that I knew of. I mean, the only

15 other time I was around other boys, other kids at

16 the ranch, I think once or twice, and, you know,

17 we'd all stay in the room and we'd kind of fall

18 asleep on couches, beds, cots, wherever they were.

19 Q. Did you know Jordie Chandler?

20 A. Yeah.

21 Q. You just described -- you just told the jury

22 that -- that you knew Jordie Chandler's mother; is

23 that right?

24 A. Yes.

25 Q. What's her name?

26 A. I know her -- June. June Chandler.

27 Q. All right. Describe her for us. What does

28 she look like?

09122

1 A. She has dark, almost black hair. Sort of --

2 sort of brown eyes. I think some -- kind of like

3 a -- a little bit of a darker complexion.

4 Q. Slim woman? Heavy woman?

5 A. Slim woman.

6 Q. Now, do you remember her son Jordie?

7 A. Yes.

8 Q. On how many occasions did you meet Jordie?

9 A. Once.

10 Q. Only one time?

11 A. That's all I can remember, yes.

12 Q. And did you spend the night with Jordie?

13 A. Yeah, we all stayed in Michael's room.

14 Q. You say "we all stayed." Were there other

15 people there besides Jordie?

16 A. Yeah, Macaulay Culkin was there and his

17 brother Kieran Culkin.

18 Q. Now, Macaulay Culkin has sisters, does he

19 not?

20 A. I don't know.

21 Q. Were there any girls that were staying with

22 you that night?

23 A. Not that I remember.

24 Q. Were there ever any girls, other than your

25 sister, at age seven, who actually spent the night

26 in Mr. Jackson's room with you during the years that

27 you knew him and spent the night in his room?

28 A. Yes.

09123

1 Q. Who?

2 A. There was Brandy Jackson.

3 Q. I'm sorry?

4 A. Brandy Jackson, who is Michael's niece.

5 Q. And she spent the night on how many  
6 occasions with you?

7 A. Only one that I can remember.

8 Q. One night?

9 A. Yeah.

10 Q. All right. So we're talking about a period  
11 of about five years; is that right?

12 A. Yeah.

13 Q. In the five years, you can remember Brandy.  
14 Who else do you recall?

15 A. As far as females?

16 Q. Yes.

17 A. My sister. Brandy. That's all I remember.

18 Q. Now, your sister actually never went back  
19 into that room and spent the night with you after  
20 that first week when you were seven; is that  
21 correct?

22 A. Yeah, not that I can remember.

23 Q. Is it an accurate statement to say that the  
24 boys who stayed there for long periods of time  
25 started getting pretty rowdy?

26 A. Rowdy?

27 Q. Yeah.

28 A. What do you mean?

09124

1 Q. Well, goof off, and simply kids who weren't  
2 under a lot of supervision?

3 A. Oh, yeah. I mean, you know, boys will be  
4 boys. We'd go around and have fun.

5 Q. Loud and boisterous?

6 A. Yes.

7 Q. And on occasions break things?

8 A. Accidentally, yeah.

9 Q. And be somewhat disobedient?

10 A. Some of them maybe.

11 Q. Were there ever occasions where you and Mr.  
12 Jackson were throwing stones at the lion in the zoo?

13 A. Stones at the lion. Yeah, I think so.

14 Q. That did happen, didn't it?

15 A. Yeah.

16 Q. Mr. Jackson was throwing stones at the lion  
17 in your presence; is that right?

18 A. Yes.

19 Q. Was he encouraging you to do the same thing?

20 A. Yeah. Little pebbles, but, yeah.

21 Q. They weren't exactly pebbles. They were  
22 good-sized stones, weren't they?

23 A. No, I remember small stones.

24 Q. It was designed to irritate the lion, wasn't  
25 it?

26 A. Yeah, we were trying get him to make some  
27 noise.

28 Q. Because it was entertaining to Mr. Jackson

09125

1 and to you?

2 A. Yeah.

3 Q. How old were you at the time?

4 A. I think I would have been seven or eight.

5 Q. Were there any other kids around at that  
6 time?

7 A. No. Maybe my sister.

8 Q. Now, you said that you spent one night that  
9 you can recall with Jordie Chandler. Do you know  
10 Brett Barnes?

11 A. Yes.

12 Q. Did you ever spend a night with Brett  
13 Barnes?

14 A. No.

15 Q. Did you ever meet Brett Barnes?

16 A. Yes.

17 Q. How old were you when you met Brett Barnes?

18 A. I think I would have been nine. It was soon  
19 after we moved to America.

20 Q. On that occasion when you spent the night  
21 with Jordie Chandler, Macaulay, and his brother, was  
22 Brett Barnes there as well?

23 A. No.

24 Q. Do you know if Brett Barnes spent nights  
25 with Michael Jackson?

26 A. I don't know.

27 Q. Do you know if they ever shared a bed?

28 A. I don't know.

09126

1 Q. Did Michael Jackson ever talk to you about  
2 the propriety of sleeping with him?

3 A. Could you rephrase that?

4 Q. Did Michael Jackson ever have a conversation  
5 with you wherein the subject of the conversation was  
6 that it was okay for you to sleep with a  
7 30-something-year-old man?

8 A. Yeah.

9 Q. He did?

10 A. We would both talk about it.

11 Q. Really. From what age? When did that first  
12 conversation happen?

13 A. I don't remember.

14 Q. Were you seven?

15 A. I don't remember.

16 Q. Was it the first week that you were there?

17 A. No.

18 Q. Do you think it was soon after you moved to  
19 the United States?

20 A. I really don't remember.

21 Q. What was the nature of that conversation?

22 A. I don't remember an exact conversation. I'm  
23 sure it's just something, you know, we talked about  
24 at some point; that -- you know, that it's fine.

25 Q. Did Mr. Jackson ever tell you that you were  
26 family to him?

27 A. Yes.

28 Q. Did he tell you that often?

09127

1 A. Yes.

2 Q. Did he tell you that he would take care of  
3 you?

4 A. No.

5 Q. Did he tell you he would protect you?

6 A. Yes.

7 Q. All right. Did he ever tell your mother in  
8 your presence that you were family?

9 A. Yes.

10 Q. And that your mother could trust him?

11 A. Yes.

12 Q. In fact, the word "trust" came up in many  
13 conversations with Michael Jackson, did it not?

14 A. Yeah, we'd talk about trust in, you know,  
15 other people, and that sort of thing.

16 Q. But he encouraged you particularly to trust  
17 in him, did he not?

18 A. No, there was no particular emphasis on it.

19 Q. How much time did you spend with Macaulay  
20 Culkin?

21 A. Um, there was that -- the trip that we spoke  
22 of, that I think was a couple of days. I think I  
23 was with him one other time at the Century City  
24 apartment, which was a night. I think that was  
25 about it.

26 Q. Now, the trip you described, that trip was  
27 where now?

28 A. Which trip?

09128

1 Q. Maybe I misheard you. Did you say "the trip

2 I just spoke of"?

3 A. Oh, the one I spoke of. That was the one

4 where I said where Jordie Chandler was there at

5 Neverland.

6 Q. That was Neverland?

7 A. Yeah.

8 Q. He was there and you were there for what

9 period of time together? Just one night?

10 A. No, it was a couple days.

11 Q. Did it go over more than one night?

12 A. Yes.

13 Q. On both of those nights, did both of you

14 spend that time in Mr. Jackson's room?

15 A. Yes.

16 Q. Now, did either one of you actually spend

17 the night in Mr. Jackson's bed with Mr. Jackson?

18 A. No. I think -- from I can remember -- I can

19 only remember one night in particular, and I

20 remember myself and Kieran Culkin, I think, slept on

21 Michael's bed, and Michael slept on a cot, or

22 something, on the side of us, and I don't know,

23 Macaulay fell asleep on a couch or something.

24 Q. I'm sorry.

25 A. Go ahead, no.

26 Q. The Century City apartment, I believe you

27 said you spent some time there with Macaulay Culkin

28 as well?



09129

1 A. Yeah. I think it was one night there, yeah.

2 Q. Was his brother there?

3 A. I don't remember for sure. I don't remember  
4 him being there.

5 Q. Mr. Jackson would periodically kiss you,  
6 would he not?

7 A. No.

8 Q. Periodically hug you?

9 A. Yes.

10 Q. Touch you?

11 A. Hug me. That would be --

12 Q. Put his hands through your hair?

13 A. No.

14 Q. Touch you about the head and the face?

15 A. Yeah.

16 Q. Did he ever kiss you on the cheek?

17 A. Yeah.

18 Q. Did he ever kiss you on the lips?

19 A. No.

20 Q. Do you remember any other children being  
21 there about that time?

22 A. Which time?

23 Q. From the time that you were seven until the  
24 time you stopped sleeping there at age 13.

25 A. Being at the ranch?

26 Q. Yes.

27 A. Other than we spoke of, no.

28 Q. Did you know Blanca Francia's son?

09130

1 A. No. I knew of him. But I don't think I  
2 ever met him.

3 Q. What was his name?

4 A. I don't know.

5 Q. Does "Jason" sound familiar?

6 A. Yes, but I think because I've heard it  
7 recently. But, yeah.

8 Q. Now, were there ever occasions after you  
9 were 14 years old that you came and stayed at  
10 Neverland Ranch and Michael Jackson was, in fact,  
11 there?

12 A. Yes.

13 Q. And you did not stay with him in his room?

14 A. The only time I can remember was a time I  
15 went up there with a few family members and friends,  
16 and we didn't know he was going to be there. And,  
17 you know, we sort of ran into him and hung out a  
18 bit, and, no, I didn't sleep in his room.

19 Q. Did you ever talk to Michael Jackson about  
20 the fact that at some age it was too late for you to  
21 be sleeping with him?

22 A. No.

23 Q. Did you ever have a conversation with him  
24 about whether or not you should continue to sleep in  
25 his bed?

26 A. No.

27 Q. Remember the last time you slept in his bed?

28 A. The last -- I think it might have been when

09131

1 I was about 14. It was at a Sheraton Hotel in Los

2 Angeles.

3 Q. And how did you happen to be there with him?

4 A. I stayed with him for I think it was just

5 one night.

6 Q. Did you call or did he call you?

7 A. I don't remember.

8 Q. Was your mother there?

9 A. No.

10 Q. Do you remember how you got there?

11 A. No, I don't.

12 Q. Were there occasions that Mr. Jackson would

13 summon you to Neverland Ranch?

14 A. Summon me?

15 Q. Yes. Call you up and ask you to come and be

16 there; invite you to Neverland Ranch?

17 A. Invite us, yeah.

18 Q. All right. Without your mother?

19 A. Like ask if I could come without my mother,

20 do you mean?

21 Q. Or just ask you to come, and you came by

22 yourself.

23 A. The only time I remember being there --

24 sorry. The only time I remember being there was

25 that -- that trip that we spoke of by myself with

26 Jordie Chandler and Macaulay.

27 Q. On the occasions that you stayed in bed with

28 Mr. Jackson, would you ever cuddle in bed?

09132

1 A. No.

2 Q. Would you lie next to one another?

3 A. No.

4 Q. Would you touch?

5 A. No.

6 Q. Would you consider it to have been

7 inappropriate to have cuddled in bed?

8 A. Sorry?

9 Q. Would you have considered it to be

10 inappropriate to have cuddled in bed?

11 A. No.

12 MR. ZONEN: I have no further questions.

13

14 REDIRECT EXAMINATION

15 BY MR. MESEREAU:

16 Q. Mr. Robson, the prosecutor for the

17 government asked you about your dressing like

18 Michael Jackson.

19 A. Uh-huh.

20 Q. And I believe you said something about you

21 dressed like him before you met him.

22 A. Yes.

23 Q. Would you please explain that?

24 A. Well, you know, I became a fan of Michael

25 Jackson when I was two years old, when I saw the

26 making of "Thriller," and started dancing like him

27 when I was, you know, three or four. So I think

28 when I was about five, I started, because I was

09133

1 imitating him. I got costumes made and that sort of  
2 thing. So I would dress like him from that point,  
3 before I met him.

4 Q. Did Mr. Jackson ever encourage you to dress  
5 like him?

6 A. No.

7 Q. Did you dress like him because you were a  
8 fan and friend of his?

9 A. Yes.

10 Q. Now, the prosecutor talked about your  
11 throwing pebbles at a lion.

12 A. Uh-huh.

13 Q. Would you please explain what you were  
14 describing.

15 A. Well, there's a lion that was in a cage.

16 And, you know, went to see the lion roar, and it's  
17 pretty much just sitting there, you know, not doing  
18 anything. So we picked up a couple little stones  
19 and threw them at the cage, you know.

20 Q. And the prosecutor used the word "stones,"  
21 and you said "pebbles." How big were these things?

22 A. Little, you know -- I don't know,  
23 quarter-inch sort of things.

24 Q. Were you trying to hurt the lion?

25 A. No.

26 Q. To your knowledge, was Mr. Jackson trying to  
27 hurt the lion?

28 A. No.

09134

1 Q. Okay. The prosecutor asked you questions

2 about whether or not you were considered family.

3 Did you consider yourself to be part of Mr.

4 Jackson's family?

5 A. Yeah, I mean, in a friendship sort of way.

6 Because we were that close. It was like family.

7 Q. And did you use the word "family" once in a

8 while --

9 A. Yes.

10 Q. -- when you spoke to him?

11 A. Yes.

12 Q. Did you hear your mother or sister using the

13 word "family"?

14 A. Yes.

15 Q. Did you think anything was strange about

16 that?

17 A. No.

18 Q. The prosecutor for the government asked

19 about Mr. Jackson giving you a kiss on the cheek.

20 A. Uh-huh.

21 Q. And you said that happened sometimes?

22 A. Yes.

23 Q. Did you think there was anything

24 inappropriate about that?

25 A. No.

26 Q. Did you do it in front of your mom?

27 A. Yes.

28 Q. Did you do it in front of your sister?

09135

1 A. Yes.

2 Q. Did your mother kiss him on the cheek?

3 A. Yes.

4 Q. Did your sister kiss him on the cheek?

5 A. Yes.

6 Q. Did you kiss Mr. Jackson on the cheek?

7 A. Yes.

8 Q. Did your mother used to hug Mr. Jackson?

9 A. Yes.

10 Q. Did Mr. Jackson used to hug your mother?

11 MR. ZONEN: I'll object as irrelevant what  
12 happened with his mother.

13 THE COURT: Overruled. Go ahead.

14 Q. BY MR. MESEREAU: Did Mr. Jackson used to  
15 hug your mother?

16 A. Yes.

17 Q. Did your sister used to hug Mr. Jackson?

18 MR. ZONEN: I'll object as leading as well.

19 THE COURT: Overruled.

20 Q. BY MR. MESEREAU: Did your sister used to  
21 hug Mr. Jackson?

22 A. Yes.

23 Q. And would you see Mr. Jackson hug your  
24 sister?

25 A. Yes.

26 Q. Did you ever think there was anything  
27 inappropriate about Mr. Jackson hugging any member  
28 of your family?

09136

1 A. No.

2 Q. Did you ever think it was inappropriate to  
3 see any member of your family hug Mr. Jackson?

4 A. No.

5 Q. Now, you said your sister would sometimes  
6 stay in Mr. Jackson's room, correct?

7 A. Yes.

8 Q. And how often do you recall that happening?

9 A. I remember it just within that first trip we  
10 were there. So it was -- it was, you know, three or  
11 four nights or something like that.

12 Q. And you mentioned Brandy. Is that who you  
13 mentioned?

14 A. Yes.

15 Q. Who was Brandy again?

16 A. She was Michael Jackson's niece.

17 Q. You saw Brandy staying in his room?

18 A. Yeah.

19 Q. What's the largest number of kids you ever  
20 saw stay in Mr. Jackson's room, if you remember?

21 A. Yeah, probably four to five.

22 Q. And what do you recall the children doing in  
23 his room?

24 A. Well, before we went to sleep, same sort of  
25 things. We'd play video games, watch movies. Have  
26 pillow fights. You know, yeah.

27 Q. Did you ever see anything of a sexual nature  
28 between Mr. Jackson and any of those children?



09137

1 A. Never.

2 Q. Now, the prosecutor mentioned Macaulay  
3 Culkin. Did you get to know Macaulay Culkin at  
4 Neverland?

5 A. Yeah. I mean, we hung out a little bit,  
6 yes.

7 Q. Was that where you first met him?

8 A. I think I might have met him on a -- on a  
9 set of a commercial or one of his videos or -- or,  
10 no, I think I met him on "Black or White" the first  
11 time, the music video.

12 Q. Did you stay in contact with Mr. Culkin?

13 A. No.

14 Q. Is he someone you communicate with on a  
15 regular basis?

16 A. No.

17 Q. Okay. Now, would you see Mr. Culkin's  
18 family at Neverland?

19 A. Other than his brother Kieran, I don't  
20 remember.

21 Q. And approximately how old was his brother,  
22 do you think?

23 A. At that time, he would have been, I guess,  
24 nine or ten, or something like that.

25 Q. Have you seen Mr. Jackson hug other children  
26 at Neverland?

27 A. Yes.

28 Q. Have you seen other children hug Mr. Jackson

09138

1 at Neverland?

2 A. Yes.

3 Q. Have you ever thought any of this was  
4 inappropriate?

5 A. No.

6 Q. Have you seen Mr. Jackson kiss children at  
7 Neverland?

8 A. On the cheek, yes. Or on the head, or on  
9 the top of the head, something like that.

10 Q. Ever seen kids kiss Mr. Jackson?

11 A. Yes.

12 Q. Any of that ever look inappropriate to you?

13 A. No.

14 Q. Have you seen lots of children visit  
15 Neverland on occasion?

16 A. Yes.

17 Q. And what do you mean?

18 A. I think we were there once when he had one  
19 of his gatherings, like a Heal the World Foundation  
20 thing where he had a bunch of kids come up there  
21 and -- you know, and have the day there.

22 Q. And how many kids are you talking about, do  
23 you think?

24 A. Probably about 100 or 50. 75 to 100,  
25 something like that.

26 Q. Were there adults with those children?

27 A. Yes.

28 Q. And you said, "Heal the World." What did

09139

1 that mean to you?

2 MR. ZONEN: I'm going to object as exceeding  
3 the scope of the direct examination, and irrelevant,  
4 and beyond the scope of his knowledge.

5 THE COURT: Overruled.

6 You may answer.

7 THE WITNESS: Could you repeat the question?

8 Q. BY MR. MESEREAU: Yeah. What was "Heal the  
9 World," as far as you remember?

10 A. As far as I knew, it was a foundation or a  
11 charity that Michael had created that, you know,  
12 raised money for kids with illnesses. I don't know  
13 exactly what kind, but --

14 Q. Did you interact with any of these kids that  
15 visited that day?

16 A. I may have, yeah, I mean, waved at them or  
17 met a couple of them or something like that.

18 Q. Did you see Mr. Jackson hugging other  
19 children?

20 A. Yes.

21 Q. Did you see them hugging him?

22 A. Yes.

23 Q. Did you see Mr. Jackson kiss children?

24 A. Yeah.

25 Q. Have you seen them kiss him?

26 A. Yes.

27 Q. Ever seen anything inappropriate?

28 A. No.

09140

1 Q. Did you see Mr. Jackson hug adults who were  
2 with those children?

3 A. Yes.

4 Q. Did you see adults hug Mr. Jackson who were  
5 with those children?

6 A. Yes.

7 Q. Ever think any of that was inappropriate?

8 A. No.

9 Q. Now, the prosecutor for the government asked  
10 you questions about whether he touched your hair.

11 A. Uh-huh.

12 Q. Do you recall Mr. Jackson ever touching your  
13 hair?

14 A. I can't recall an exact thing, but it seems  
15 like something he might have done at some point.

16 Q. Do you ever recall Mr. Jackson doing  
17 anything inappropriate with your hair?

18 A. No.

19 Q. Ever seen Mr. Jackson touch another child on  
20 the head?

21 A. Yes.

22 Q. Have you seen that many times?

23 A. Many times.

24 Q. Did it ever seem like anything inappropriate  
25 was going on when you saw that?

26 A. No.

27 Q. The prosecutor asked about disobedience at  
28 Neverland, and you said you did see kids act up

09141

1 sometimes?

2 A. Yeah, I mean, act up as far as kids go. I  
3 mean, you know, driving golf carts around and  
4 throwing water balloons at each other, and things  
5 that, I guess, I don't know, maybe parents would get  
6 upset about at some point, but that was the extent  
7 of it.

8 Q. And did you engage in some of that, too?

9 A. Yes.

10 Q. Did you ever see Michael Jackson in a water  
11 balloon fight with kids?

12 A. Yes.

13 Q. Ever see kids throw water balloons at  
14 Michael?

15 A. Yes.

16 Q. Ever see Michael throw water balloons at  
17 kids?

18 A. Yes.

19 Q. Did you ever see Michael in golf carts with  
20 kids?

21 A. Yes.

22 Q. When you used to play at Neverland during  
23 the day, would Michael often be with you?

24 A. Yes.

25 Q. And what would Michael do with you?

26 A. We'd go on rides together, you know, where  
27 we'd drive around in the golf cart together, look at  
28 animals together, watch movies together.

09142

1 Q. Did you see Mr. Jackson act in a similar way  
2 with other children?

3 A. Yes.

4 Q. Ever see anything inappropriate go on when  
5 he was doing any of these things?

6 A. No.

7 Q. Now, how often do you recall your mother  
8 going to Neverland with you?

9 A. It's been every time except for that one  
10 time that I spoke of when I was there with Jordie  
11 Chandler and Macaulay and I.

12 Q. What do you recall seeing your mother do at  
13 Neverland?

14 A. A lot of the same things with us.

15 Q. Would she sometimes be with Mr. Jackson when  
16 all the kids were playing?

17 A. Oh, yes. She was playing along with us.

18 Q. Now, you mentioned visiting an apartment in  
19 Century City with Mr. Jackson, right?

20 A. Yes.

21 Q. And what do you recall doing in the  
22 apartment with Mr. Jackson?

23 A. Same sort of things. He had arcade games  
24 there. You know, candy. We'd eat, we'd watch, you  
25 know, T.V. shows, Stooges. Hang around, play games,  
26 you know.

27 Q. Did you ever see Mr. Jackson do anything  
28 inappropriate with any child at that apartment?

09143

1 A. No.

2 Q. Where else have you been with Mr. Jackson?

3 A. Like I said, we covered Las Vegas. Westwood

4 apartment, Century City apartment. Sheraton Hotel.

5 He came and stayed at my place once.

6 Q. Where was that?

7 A. That was in Hollywood. It was -- my mother

8 and I had a condo, and my sister.

9 Q. Did you see Mr. Jackson do anything

10 inappropriate at any of these locations?

11 A. No.

12 Q. Ever seen Mr. Jackson touch any child in a

13 sexual way at any of these locations?

14 A. Never.

15 Q. Did Mr. Jackson ever touch you

16 inappropriately in any of these locations?

17 A. No.

18 Q. Now, have you been following media reporting

19 in this case?

20 A. Yeah. On and off.

21 Q. You're aware of allegations that were made

22 that Mr. Jackson --

23 MR. ZONEN: I'm going to object as leading

24 and exceeding the scope of the direct -- cross.

25 THE COURT: I don't know what the question is

26 yet.

27 Q. BY MR. MESEREAU: Okay. You've been

28 following these reports that somehow Mr. Jackson was

09144

1 seen inappropriately touching you?

2 A. Yes.

3 Q. What do you think of them?

4 A. I think it's --

5 MR. ZONEN: I'll object.

6 I'll withdraw the objection.

7 THE WITNESS: I think it's ridiculous.

8 MR. MESEREAU: No further questions.

9

10 RE-CROSS-EXAMINATION

11 BY MR. ZONEN:

12 Q. When Mr. Jackson stayed with you at your

13 Hollywood apartment, how old were you?

14 A. I would say 11 or 12.

15 Q. Did he share your bed with you at that time?

16 A. Yes.

17 Q. All right. There was one bed that you had

18 in your room; is that correct?

19 A. No, it was actually -- it was a -- like a

20 futon that was our couch down in the living room.

21 Q. So both of you stayed on the couch in the

22 living room?

23 A. Yes.

24 Q. Was that couch your normal residence? Was

25 that where you normally slept?

26 A. I think that's where I was sleeping at that

27 point, yeah.

28 Q. You think that's where you were sleeping?



09145

1 A. Yes.

2 Q. You slept in other rooms at different times?

3 A. Yeah.

4 Q. Now, all those places that you mentioned are  
5 all places that you mentioned, a series of places,  
6 you had been with Michael Jackson. On all of those  
7 occasions you slept in the same bed with him; is  
8 that correct?

9 A. Yes.

10 Q. Do you think that's appropriate, for a  
11 35-year-old man to be sleeping with an  
12 eight-year-old boy?

13 A. I don't see any problem with it.

14 Q. Suppose the 35-year-old man has an obsession  
15 for sexually explicit material. Would that change  
16 your view?

17 MR. MESEREAU: Objection; 352.

18 MR. ZONEN: It's in evidence.

19 MR. MESEREAU: Calls for speculation;  
20 assumes facts not in evidence.

21 THE COURT: I'm going to sustain the  
22 objection because of the use of the term  
23 "obsession."

24 Q. BY MR. ZONEN: If you knew that the person,  
25 the 35-year-old man who was sleeping with an  
26 eight-year-old boy, possessed a great quantity of  
27 sexually explicit material, would that cause you  
28 concern about that person's motivations while he was

09146

1 in bed with the boy?

2 A. Yes.

3 MR. ZONEN: No further questions.

4

5 FURTHER REDIRECT EXAMINATION

6 BY MR. MESEREAU:

7 Q. If you had known Michael Jackson, as a grown  
8 man, was reading Playboy, Hustler, Penthouse,  
9 magazines like that showing naked women, would that  
10 have concerned you?

11 A. No. That's what I was going to say  
12 afterward. Depends on what kind of material, what  
13 kind of pornographic material you were talking  
14 about.

15 Q. Would that have concerned you?

16 A. No.

17 MR. MESEREAU: No further questions.

18 MR. ZONEN: May I approach the witness?

19 THE COURT: Yes.

20

21 FURTHER RECROSS-EXAMINATION

22 BY MR. ZONEN:

23 Q. I'd like to show you a couple exhibits, 841  
24 and 842, that have been shown previously in this  
25 court to this jury.

26 Let's start with one titled "Boys Will Be  
27 Boys." I'd like you to take a look at a few of the  
28 pages. Just go ahead and start turning pages,

09147

1 please.

2 Stop there for a moment.

3 Would you describe the picture on the right  
4 side?

5 A. There's a young boy with his legs open and  
6 he's naked.

7 Q. All right. The picture prominently displays  
8 his genitalia, does it not?

9 A. Yes.

10 Q. That boy looks, to you, to be approximately  
11 how old?

12 A. Maybe 11 or 12.

13 Q. That's how old you were when you were  
14 sleeping with Michael Jackson; is that right?

15 A. Yes.

16 Q. Go ahead and flip a couple of more pages, if  
17 you would.

18 You can stop right there, the next page.

19 What's the picture on the left show?

20 A. Just a young boy who's naked standing on a  
21 rock.

22 Q. His genitalia is prominently displayed in  
23 that picture; is that correct?

24 A. Yes.

25 Q. Appears that that child is about the same as  
26 the other one?

27 A. Yes.

28 Q. Flip a couple more pages. Please keep

09148

1 going.

2 Okay. Stop right there.

3 What's in that two pages, series of two  
4 pages?

5 A. There's a boy, about the same age, 11 or 12,  
6 who's naked.

7 Q. All right. And in those pictures his  
8 genitalia is prominently displayed as well; is that  
9 correct?

10 A. Yes.

11 Q. In fact, if you'll take just a second and  
12 strum through the balance of that book -- you can do  
13 it fairly rapidly, if you would. You don't have to  
14 go page by page, but as you wish.

15 Is it true, Mr. Robson, that all of the  
16 pictures in that book are of boys about the same  
17 age?

18 A. Yes.

19 Q. 10, 11, 12 years old?

20 A. Yes.

21 Q. And that many of the photographs, if not  
22 most of the photographs, depicted in that book are  
23 of boys nude; is that correct?

24 A. Yes.

25 Q. And in fact, in most of those pictures, the  
26 genitalia is prominently displayed; is that right?

27 A. Yes.

28 Q. Would you be concerned with a person who

09149

1 possesses a book like that?

2 A. No.

3 Q. Would you be concerned about having your  
4 12-year-old child in bed with a person who possesses  
5 a book like that?

6 A. No.

7 Q. You would have no such concern?

8 A. No. It's -- to me, it doesn't -- it's not a  
9 pornographic book. It's sort of, you know -- I  
10 don't know, just a book.

11 Q. I'd like -- and I'd like to show you  
12 Exhibit 596, please. Take a moment and look at that  
13 book.

14 Let's stop there for a moment.

15 That's the first, in fact, picture in that  
16 book; is that correct?

17 A. I didn't notice, no.

18 Do you want me to go to the first picture?

19 Q. You know, no, you can pick any picture,  
20 actually. Just go ahead and open the book at  
21 random.

22 Right there.

23 A. Oh, sorry.

24 Q. Is it a fact, as you look through that book,  
25 what is depicted in that book throughout that book  
26 are a series of photographs of two men engaged in  
27 sex acts with one another?

28 A. Yes.

09150

1 Q. And in fact, the sex acts are all acts of  
2 either masturbation, oral sex or sodomy; is that  
3 right?

4 A. From what I saw, yes.

5 Q. And sodomy, as you understand, is an act of  
6 anal sex; is that correct?

7 A. Yes.

8 Q. Would you be concerned about a person who  
9 possesses that book crawling into bed with a  
10 ten-year-old boy?

11 A. Yes, I guess so.

12 MR. ZONEN: No further questions.

13 MR. MESEREAU: May I approach, Your Honor?

14 THE COURT: Yes.

15

16 FURTHER RECROSS-EXAMINATION

17 BY MR. MESEREAU:

18 Q. Mr. Robson, I want to show you Exhibit  
19 No. 841. It says, "Boys Will Be Boys." Do you see  
20 this?

21 A. Yes.

22 Q. Okay. Now, I'd like you to read the  
23 inscription on that book, okay? Read it out loud,  
24 if you would.

25 A. Okay. "Look at the true spirit of happiness  
26 and joy in these boys' faces. This is the spirit of  
27 boyhood, a life I never had and will always dream  
28 of. This is the life I want for my children. MJ."

09151

1 Q. Having read that inscription and having  
2 looked at this book, would you have any concern  
3 being in bed with Michael Jackson if you knew this  
4 book was found in his home?

5 A. No.

6 Q. Let me show you Exhibit No. 842. Please  
7 read out loud the inscription on that book.

8 A. Is that, "To Michael"? Yeah. "To Michael,  
9 from your fan. Kiss, kiss, kiss, hug, hug, hug.  
10 Rhonda. 1983."

11 Q. You've looked through that book - okay? -  
12 and it says, "The Boy; A photographic Essay," right?

13 A. I didn't look through that book.

14 Q. Okay. Why don't you look through this book  
15 the prosecutor showed you, and please say whether or  
16 not you would have a problem being in the same  
17 bedroom with Michael Jackson based upon what you see  
18 in that book and the inscription.

19 A. No.

20 Q. Okay. Now, let me show you -- let me show  
21 you Exhibit No. 596 that the prosecutor showed you.  
22 Just read the cover, if you would.

23 A. "Man, A Sexual Study of Man. Illustrated  
24 With Photographs and Art Prints."

25 Q. Okay. Now, you've seen those photographs,  
26 and you've said you were somewhat disturbed by the  
27 pictures, right?

28 A. Well, I wasn't disturbed by the pictures.

09152

1 Q. Well, if you -- if you read this book, and  
2 it appeared to be a book dealing with male sexuality  
3 in all different areas, and you knew that this book  
4 existed with hundreds of editions of Hustler,  
5 Playboy, Penthouse --

6 MR. ZONEN: I'm going to object as leading.

7 Q. BY MR. MESEREAU: -- would that bother you?

8 MR. ZONEN: I'm going to object as leading.

9 THE COURT: Overruled.

10 You may answer.

11 THE WITNESS: Can you repeat it?

12 Q. BY MR. MESEREAU: Sure.

13 Let's assume that you learned that Michael  
14 Jackson had ten years' worth of Hustler, Playboy,  
15 Penthouse - okay? - magazines, heterosexual-type  
16 magazines, and let's assume that -- have you ever  
17 seen Mr. Jackson's library?

18 A. Yes.

19 Q. How many books do you think are in there?

20 A. Thousands.

21 Q. And let's suppose in the middle of all those  
22 books you found, "A Sexual Study of Man, Illustrated  
23 With Photographs and Art Prints," okay?

24 A. Yes.

25 Q. Putting all this together, would being in  
26 bed with Mr. Jackson concern you?

27 A. No.

28 MR. MESEREAU: No further questions.



1 FURTHER RECROSS-EXAMINATION

2 BY MR. ZONEN:

3 Q. Of course nobody's told you where this book  
4 comes from, did they?

5 A. No.

6 MR. SNEDDON: Ron?

7 THE COURT: It's time for the break.

8 MR. ZONEN: It's not quarter to.

9 THE COURT: My bailiff told me.

10 (Recess taken.)

11 MR. MESEREAU: Your Honor?

12 MR. ZONEN: Thank you.

13 MR. MESEREAU: I'm going to object that the  
14 questions have become cumulative and there's no  
15 foundation for it to go any further.

16 BAILIFF CORTEZ: Your microphone is off,  
17 sir.

18 MR. MESEREAU: It's beyond the scope. And  
19 this is not a character witness.

20 MR. ZONEN: I don't recall which question  
21 he's referring to.

22 THE COURT: I'm looking for it myself.

23 I don't have a question.

24 THE REPORTER: Would you like me to read the  
25 last question, Judge?

26 MR. ZONEN: I'm prepared to start with a new  
27 question.

28 THE COURT: All right.

09154

1 Q. BY MR. ZONEN: Mr. Robson, the three books  
2 that are in front of you that you've already taken a  
3 look at, I'd like to go back over the inscription  
4 that -- 842 is a book, and you were asked to read  
5 that inscription out loud.

6 Take a look at that inscription again, would  
7 you, please?

8 A. Do you want me to read it again?

9 Q. No, you don't need to read it again.

10 Go to the last word, which is the name.

11 What is the name on that?

12 A. Rhonda.

13 Q. Notice anything unusual about the name?

14 A. No.

15 Q. Do you notice it's written with quotations  
16 on both sides of it?

17 A. Yes.

18 Q. Doesn't that usually mean that that's not  
19 the name when somebody writes it in quotation marks?

20 A. Not that I know of.

21 Q. Have you ever written your name in quotation  
22 marks?

23 A. No.

24 Q. That's actually from somebody who's not  
25 named Rhonda, right?

26 MR. MESEREAU: Objection; calls for  
27 speculation.

28 THE COURT: Sustained.

09155

1 Q. BY MR. ZONEN: The three books I've given  
2 you so far to take a look at, they all feature  
3 either boys or adult men, predominantly nude, and  
4 the one on adult men is engaged in sex acts; is that  
5 correct?

6 MR. MESEREAU: I'm going to object; asked  
7 and answered. This is cumulative.

8 THE COURT: Overruled.

9 Q. BY MR. ZONEN: I'm going to show you three  
10 additional books now, if I could. Let's start with  
11 Exhibit 578, if you'll take a look at that one,  
12 please.

13 MR. MESEREAU: Same objection. Cumulative;  
14 it's not character; it's beyond the scope.

15 THE COURT: Overruled.

16 Q. BY MR. ZONEN: I'll start with the first  
17 picture. What do you see right there?

18 A. I see in the center of the picture, it's a  
19 drawing. And there's a naked man with his genitalia  
20 exposed, and there's kangaroos on either side.

21 Q. Okay. Go ahead and proceed.

22 You can keep going. Just keep going through  
23 it.

24 You can stop.

25 What you've seen so far are all pictures of  
26 naked men; is that right?

27 A. Yes.

28 Q. And pictures with their genitalia

09156

1 prominently displayed; is that correct?

2 A. Yes.

3 Q. Some of these are bondage pictures, are they  
4 not?

5 MR. MESEREAU: Objection; leading.

6 MR. ZONEN: It's cross-examination, Your  
7 Honor.

8 MR. MESEREAU: Assumes facts not in  
9 evidence.

10 THE COURT: Overruled.

11 Q. BY MR. ZONEN: Is that correct? Like that  
12 picture right there?

13 A. Yes.

14 Q. Would you consider this to be homoerotic  
15 material?

16 A. Yes.

17 Q. Exhibit No. 590-B, take a look at that,  
18 please. Tell us the title.

19 A. "Before the Hand of Man."

20 Q. Go ahead and take a look at the content of  
21 that book.

22 That's enough.

23 Pictures of naked young men; is that  
24 correct?

25 A. Yes.

26 Q. Would you consider that to be homoerotic  
27 material?

28 A. No.

09157

1 Q. Why not?

2 A. I look at this more as sort of -- it's about  
3 the photography and it's more of an art book, to me.

4 Q. Do you think it's the background setting  
5 that makes it unique?

6 A. Unique?

7 Q. Well, they're all naked men in it; is that  
8 right?

9 A. Yes.

10 Q. Look at No. 599, if you would.

11 You can stop.

12 Those are all pictures of boys and men, all  
13 nude; is that correct?

14 A. I didn't see any boys. I saw men.

15 Q. How old do you think is the youngest person  
16 you've seen in this book so far?

17 A. Maybe 19. 18, 19.

18 Q. Teenaged?

19 A. Yeah.

20 Q. Okay. They're all about that age or a  
21 little bit older; is that right?

22 A. Yeah.

23 Q. Do you think this person is 19?

24 A. 18, 19, yeah.

25 Q. Okay. And in fact, in each one of them,  
26 genitalia is prominently displayed; is that correct?

27 A. Yes.

28 Q. Take a look at this book, please, No. 590-A.

09158

1 You can stop here.

2 What are you taking a look at? Particularly  
3 the page you're focused on at the moment, what do  
4 you see?

5 A. There's two naked men and it looks like  
6 they're about to kiss each another.

7 Q. In this book, in fact, each of the pictures  
8 depict two naked men; is that right?

9 A. Yes.

10 Q. And in each instance, both of them are doing  
11 something with one another of a sexual nature; is  
12 that right?

13 A. No.

14 Q. They're hugging, they're touching, they're  
15 caressing?

16 A. They're posing.

17 Q. They're posing. And they're all naked?

18 A. Yes.

19 Q. Would you consider this to be homoerotic  
20 art?

21 A. Mind if I look a little more?

22 Q. Go ahead.

23 A. Yeah, it's -- I don't think it's so erotic.

24 It seems more loving in a way, like not so much  
25 about sex.

26 Q. Well, how about the one you just turned to?

27 Where is his hand?

28 A. Down his pants.

09159

1 Q. Okay. You can go ahead and close that one  
2 right now.

3 Mr. Robson, are you concerned about a man  
4 possessing these seven books being in bed with a  
5 12-year-old boy?

6 A. If it was a man I didn't know, maybe. But  
7 not Michael.

8 Q. Is that because you view Mr. Jackson as  
9 being, for the most part, asexual?

10 A. No.

11 Q. Because you believe that he doesn't really  
12 have a sexual interest?

13 A. I believe that he has a sexual interest in  
14 women.

15 Q. Did you know that he possessed these  
16 magazines?

17 MR. MESEREAU: Objection, Your Honor, he  
18 didn't let the witness complete his answer.

19 THE COURT: Sustained.

20 MR. MESEREAU: Could the witness complete  
21 his answer, Your Honor?

22 THE COURT: Yes.

23 THE WITNESS: I believe that he has a sexual  
24 interest in women.

25 Q. BY MR. ZONEN: In women?

26 A. Yes.

27 Q. These books don't suggest otherwise?

28 A. Not necessarily.

09160

1 Q. All right. Let's go to some other side of  
2 the counter.

3 Exhibit No. 575, have you ever seen this  
4 magazine before?

5 A. No.

6 Q. Not that specific one. A magazine of that  
7 nature?

8 A. Of that nature, yes.

9 Q. Okay. And go ahead and turn through it.

10 You can stop there. You don't need to go  
11 too much further.

12 This magazine depicts naked women, or a  
13 woman in this case, inserting things inside of her;  
14 is that right?

15 A. Yes.

16 Q. You would consider this to be very  
17 graphic --

18 A. Yes.

19 Q. -- in terms of sexually explicit material?

20 A. Yes.

21 Q. Exhibit No. 520, tell us the title of that.

22 A. "Hard Rock Affair."

23 Q. Okay. Go ahead and turn through a few  
24 pages.

25 You don't have to turn any further.

26 That magazine depicts graphic sexual  
27 pictures of a man and a woman engaged in acts of  
28 intercourse and oral sex; is that right?



09161

1 A. Yes.

2 Q. You would consider this to be pretty much as  
3 hard-core as sexually graphic material goes; is that  
4 right?

5 MR. MESEREAU: Objection. Misstates the  
6 evidence; 352.

7 MR. ZONEN: I asked him what he considered.

8 THE COURT: Overruled.

9 You may answer.

10 THE WITNESS: That's as hard-core as it goes,  
11 is that what you asked?

12 Q. BY MR. ZONEN: Yes.

13 A. No, not as hard-core as it goes.

14 Q. What could be more than that?

15 A. I've seen crazy things, crazy bondage  
16 things, all sorts of stuff.

17 Q. You saw the bondage in the last publication;  
18 is that right?

19 A. Yeah, but they weren't really doing  
20 anything.

21 Q. All right. You would consider bondage to be  
22 at the height?

23 A. Yeah. When it gets into, you know, really  
24 unusual stuff.

25 Q. What's the title of this one? The magazine  
26 that we have here is 522.

27 A. "Double Dicking Caroline."

28 Q. Go ahead and turn a couple pages.

09162

1       Okay. That's fine.

2       These are all photographs of a man and a  
3 woman engaged in pretty much anything a man and a  
4 woman can do; is that right?

5       A. Yes.

6       Q. Including acts of intercourse, acts of oral  
7 sex, and the picture right in front of you, acts of  
8 anal sex; is that right?

9       A. Yes.

10      Q. This you would consider to be fairly  
11 hard-core, would you not?

12      A. Yes.

13      Q. The title of this one, please? No. 510.

14      A. "Stiff Dick Lynn." Or "for Lynn," sorry.

15      Q. "For Lynn"?

16      A. "Stiff Dick for Lynn."

17      Q. Let's get our prepositions right.

18      A. Get it right, yeah.

19      Q. Go ahead and turn the page, if you would.

20      A. I never thought I'd have a room of people  
21 watching me do this.

22      Q. That's enough.

23      You would agree that this is a depiction of  
24 a man and a woman engaged in virtually every  
25 variation that a man and woman can do with one  
26 another; is that right?

27      A. Yes.

28      Q. Sexually.

09163

1 The collective material that you have just  
2 been shown does not cause you a moment of pause when  
3 you think about the prospect of this person who  
4 possesses all of this crawling into bed with a  
5 ten-year-old boy?

6 A. No.

7 Q. And you would allow a child to crawl into  
8 bed with such a person?

9 A. If I knew the person, yes.

10 Q. If you knew them?

11 A. Yes.

12 Q. Your own child, you'd have no problem  
13 sleeping with a 35-, 40-year-old man?

14 A. If I knew the person well, no.

15 MR. ZONEN: No further questions.

16

17 FURTHER REDIRECT EXAMINATION

18 BY MR. MESEREAU:

19 Q. Mr. Robson?

20 A. Yes.

21 Q. That's your fiancée right there, correct?

22 A. Yes.

23 Q. You are heterosexual, correct?

24 A. Yes.

25 Q. You are a close friend of Michael, correct?

26 A. Yes.

27 Q. By the way, did Michael Jackson ever -- oh,

28 I'll ask from there.

09164

1 When you were a young child, did Michael  
2 Jackson ever show you any sexually explicit  
3 material?

4 A. No.

5 Q. Did you ever see Michael Jackson show  
6 sexually explicit material to any child?

7 A. No.

8 MR. MESEREAU: May I approach, Your Honor?

9 THE COURT: Yes.

10 Q. BY MR. MESEREAU: Now, let me show you again  
11 Exhibit No. 841. Do you see that?

12 A. Yes.

13 Q. And have you had a chance to flip through  
14 that book?

15 A. Yes.

16 Q. Okay. Let me show you again Exhibit No.  
17 596. It says, "A Sexual Study of Man." Do you see  
18 that?

19 A. Yes.

20 Q. Have you had a chance to flip through that  
21 book?

22 A. Yes.

23 Q. Okay. And let me show you again Exhibit No.  
24 842, "A boy; A Photographic Essay," okay? And  
25 that's the one with the inscription, "To Michael,  
26 from your loving fan, Rhonda," okay?

27 A. Yes.

28 Q. And have you had a chance to flip through

09165

1 that book?

2 A. Yes.

3 Q. In fact, you see young children with rather  
4 innocent photographs of young boys, correct?

5 MR. ZONEN: I'm going to object as leading,  
6 Your Honor.

7 THE COURT: Overruled.

8 Q. BY MR. MESEREAU: Innocent photographs of  
9 young boys in various situations, right?

10 A. Yes.

11 Q. Okay. You see a young boy hanging from a  
12 tree, right?

13 A. Yes.

14 Q. You see a young boy sitting outside a door,  
15 right?

16 A. Yes.

17 Q. See young boys on a beach, right?

18 A. Yes.

19 Q. Okay. Now, let's go to -- quickly, to the  
20 material the prosecutor for the government showed  
21 you, okay? He showed you some magazines with  
22 heterosexual activity, correct?

23 A. Yes.

24 Q. Okay. Have you seen one book that depicts  
25 child pornography in that group?

26 A. No.

27 MR. ZONEN: I believe there was a Court  
28 restriction on the use of that word, Your Honor, one

09166

1 initiated by the defense. Unless that reservation

2 is finished.

3 MR. MESEREAU: He's correct. And I made a

4 mistake using the word. I'll withdraw it, and I

5 apologize.

6 THE COURT: All right. The problem is that

7 sometimes it's an appropriate word to use and

8 sometimes it's not. But the jury's been instructed

9 on it. And so if you want to rephrase it, that's

10 fine.

11 MR. MESEREAU: Okay.

12 Q. In those books that the prosecutor for the

13 government showed you, you see books about men,

14 right?

15 A. Yes.

16 Q. You see one book that says, "A Study of Male

17 Sexuality" and shows some sexual acts between men,

18 correct?

19 A. Yes.

20 Q. And he showed you a number of magazines

21 involving sexual activity between men and women,

22 correct?

23 A. Yes.

24 Q. Okay. Has he shown you one book involving

25 children having sex?

26 A. No.

27 Q. Has he shown you one book where a man is

28 having sex with a child?

09167

1 A. No.

2 Q. The prosecutor tried to suggest that Mr.

3 Jackson is asexual. Do you remember that question?

4 A. Yes.

5 Q. Do you believe he's asexual?

6 A. No.

7 Q. Have you seen Mr. Jackson with women in your

8 lifetime?

9 A. With what kind of woman? A woman that he's

10 in a relationship with?

11 Q. That he's been married to.

12 A. Yeah, with Lisa Marie.

13 Q. When you were at Neverland, did you ever see

14 anything that suggested pedophilia?

15 A. No.

16 Q. Ever see any magazine or poster that

17 suggested pedophilia?

18 A. Never.

19 MR. MESEREAU: No further questions.

20

21 FURTHER RECROSS-EXAMINATION

22 BY MR. ZONEN:

23 Q. Mr. Robson, when did you first learn that

24 Michael Jackson possessed material of the nature

25 that's before you right now?

26 A. Right now I did.

27 Q. All the years that you have known Michael --

28 A. Actually, no one's told me where this came

09168

1 from.

2 Q. Assuming this comes from Michael Jackson's  
3 residence.

4 A. Assuming it does, this is the first I know.

5 Q. All right. And you had never, ever known  
6 that Mr. Jackson collected sexually explicit  
7 material?

8 A. No.

9 Q. This is something new that you're learning  
10 just today; is that right?

11 A. Yes.

12 Q. You're telling us that this would have no  
13 effect at all on your belief that this bears on some  
14 suitability for him sleeping with ten-year-old boys?

15 A. No.

16 Q. You knew that there were a succession of  
17 ten-year-old boys that he slept with, didn't you?

18 MR. MESEREAU: Objection. Misstates the  
19 evidence; the Court ruling.

20 THE COURT: Sustained.

21 Q. BY MR. ZONEN: Did you know about other  
22 children that he had slept with?

23 A. No.

24 Q. Never?

25 A. No.

26 Q. Did you know that he was sleeping with Brett  
27 Barnes?

28 A. No.



09169

1 Q. Did you know that he was sleeping with

2 Macaulay Culkin?

3 A. No.

4 Q. Did you know that he was sleeping with

5 Jordie Chandler?

6 A. No.

7 MR. ZONEN: No further questions.

8

9 FURTHER REDIRECT EXAMINATION

10 BY MR. MESEREAU:

11 Q. You actually saw kids sleeping in his room

12 from time to time, correct?

13 A. Yeah. When he was present as well, yeah.

14 Q. And Macaulay Culkin was there as well,

15 correct?

16 A. Yeah.

17 Q. Never saw anything inappropriate happen,

18 right?

19 A. No.

20 Q. Has anything this prosecutor for the

21 government has said to you changed your opinion of

22 Michael Jackson?

23 A. Not at all.

24 Q. Does it change your opinion as to whether or

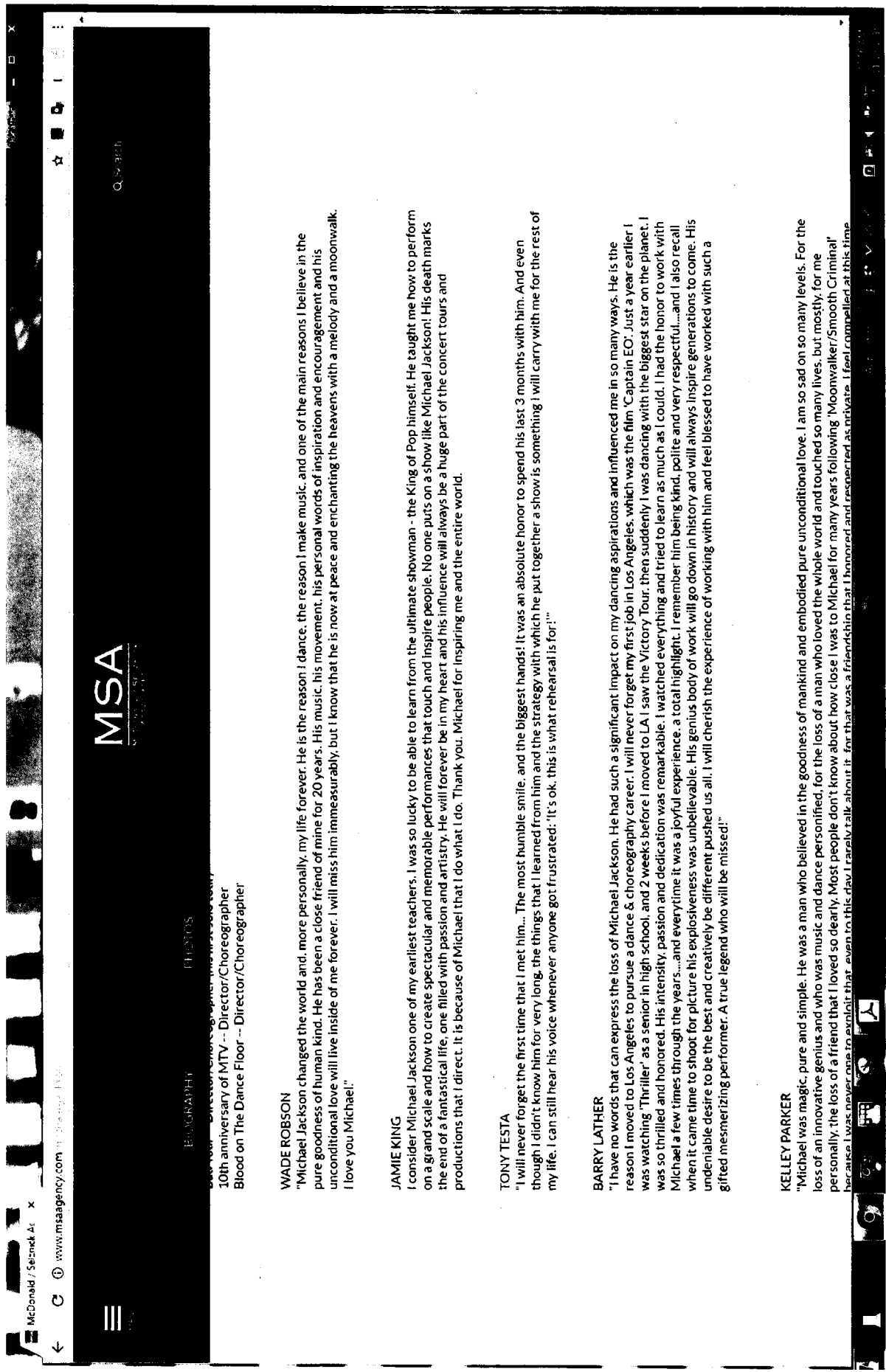
25 not he ever did anything inappropriate with a child?

26 A. Not at all.

27 MR. MESEREAU: No further questions.

28 MR. ZONEN: I have no questions.

# **EXHIBIT 17**



McDonald / Seznick A.C. x

← C www.msaagency.com in Chicago, Egypt



MSA

Q Search

BIOGRAPHY PHOTOS  
10th anniversary of MTV -- Director/Choreographer  
Blood on The Dance Floor -- Director/Choreographer

#### WADE ROBSON

"Michael Jackson changed the world and, more personally, my life forever. He is the reason I dance, the reason I make music, and one of the main reasons I believe in the pure goodness of human kind. He has been a close friend of mine for 20 years. His music, his movement, his personal words of inspiration and encouragement and his unconditional love will live inside of me forever. I will miss him immeasurably, but I know that he is now at peace and enchanting the heavens with a melody and a moonwalk. I love you Michael!"

#### JAMIE KING

I consider Michael Jackson one of my earliest teachers. I was so lucky to be able to learn from the ultimate showman - the King of Pop himself. He taught me how to perform on a grand scale and how to create spectacular and memorable performances that touch and inspire people. No one puts on a show like Michael Jackson! His death marks the end of a fantastical life, one filled with passion and artistry. He will forever be in my heart and his influence will always be a huge part of the concert tour's and productions that I direct. It is because of Michael that I do what I do. Thank you, Michael for inspiring me and the entire world.

#### TONY TESTA

"I will never forget the first time that I met him... The most humble smile, and the biggest hands! It was an absolute honor to spend his last 3 months with him. And even though I didn't know him for very long, the things that I learned from him and the strategy with which he put together a show is something I will carry with me for the rest of my life. I can still hear his voice whenever anyone got frustrated: 'It's ok, this is what rehearsal is for!'"

#### BARRY LATHER

"I have no words that can express the loss of Michael Jackson. He had such a significant impact on my dancing aspirations and influenced me in so many ways. He is the reason I moved to Los Angeles to pursue a dance & choreography career. I will never forget my first job in Los Angeles, which was the film 'Captain EO'. Just a year earlier I was watching 'Thriller' as a senior in high school, and 2 weeks before I moved to LA I saw the Victory Tour, then suddenly I was dancing with the biggest star on the planet. I was so thrilled and honored. His intensity, passion and dedication was remarkable. I watched everything and tried to learn as much as I could. I had the honor to work with Michael a few times through the years...and everytime it was a joyful experience, a total highlight. I remember him being kind, polite and very respectful...and I also recall when it came time to shoot for picture his explosiveness was unbelievable. His genius body of work will go down in history and will always inspire generations to come. His undeniable desire to be the best and creatively be different pushed us all. I will cherish the experience of working with him and feel blessed to have worked with such a gifted mesmerizing performer. A true legend who will be missed!"

#### KELLEY PARKER

"Michael was magic, pure and simple. He was a man who believed in the goodness of mankind and embodied pure unconditional love. I am so sad on so many levels. For the loss of an innovative genius and who was music and dance personified, for the loss of a man who loved the whole world and touched so many lives, but mostly for me personally, the loss of a friend that I loved so dearly. Most people don't know about how close I was to Michael for many years following 'Moonwalker/Smooth Criminal' because I was never one to divulge that, even to this day I rarely talk about it, for that was a friendship that I honored and respected as private. I feel compelled at this time

# **EXHIBIT 18**

COPY

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

CONFORMED COPY  
ORIGINAL FILED  
Superior Court of California  
County of Los Angeles

JUL 09 2015

Sherri R. Carter, Executive Officer/Clerk  
By Marisela Fregoso, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES

In re the Matter of the Estate of

MICHAEL JOSEPH JACKSON

Deceased.

CASE NO. BP 117321

Department 51 – The Hon. Mitchell Beckloff

~~PROPOSED~~ ORDER DENYING THE  
PETITION OF WADE ROBSON FOR  
ORDER ALLOWING FILING OF A LATE  
CLAIM AGAINST THE ESTATE OF  
MICHAEL J. JACKSON, DECEASED

PETITION OF WADE ROBSON TO FILE A  
LATE CLAIM UNDER PROB. CODE § 9103

1 ~~PROPOSED~~ ORDER

2 The Court has reviewed the papers associated with the Executors Of The Estate Of  
3 Michael J. Jackson's Motion For Summary Judgment, Or In The Alternative Summary  
4 Adjudication Of Issues, On The Petition Of Wade Robson For Order Allowing Filing Of A Late  
5 Claim Pursuant To Probate Code Section 9103, the additional information, and argument  
6 presented by counsel at the time of hearing the aforesaid Motion.

7 For the reasons stated in the Court's Minute Order dated May 26, 2015, incorporated by  
8 reference, and attached hereto as Exhibit A,

9 IT IS HEREBY ORDERED THAT:

- 10 1. The Executors' Motion for Summary Judgment is granted.  
11 2. Wade Robson's Petition for Order to Allow Filing of a Late Claim Against the  
12 Estate is denied with prejudice.

13 IT SO ORDERED.

14 DATED: 7-9, 2015

15 MITCHELL L. BECKLOFF, Judge

16  
17 THE HON. MITCHELL L. BECKLOFF  
18 JUDGE OF THE SUPERIOR COURT

19 *Movant to give notice.*  
20

21  
22 Respectfully Submitted,

23 KINSELLA WEITZMAN ISER  
24 KUMP & ALDISERT LLP

25 By: *Jonathan P. Steinsapir*  
26 Jonathan P. Steinsapir  
27 Attorneys for John Branca and  
28 John McClain as Personal Representatives  
of the Estate of Michael J. Jackson, deceased.

# **EXHIBIT A**

# SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

DATE: 05/26/15

DEPT. 51

HONORABLE MITCHELL L. BECKLOFF

JUDGE

M. FREGOSO

DEPUTY CLERK

HONORABLE

JUDGE PRO TEM

ELECTRONIC RECORDING MONITOR

A. ALBA, CA

Deputy Sheriff

NONE

Reporter

8:30 am

BP117321

Counsel for  
Petitioner

In Re the Matter of:

JACKSON, MICHAEL JOSEPH -DECEDE

NO APPEARANCES

\*TRANSF TO DEPT 51 PER MO 4/15/

\*AFFIDAVIT OF PREJUDICE FILED

7/13/13;\*\*

R/T BS132820, SC114598 and

SC115988, BC508502, BC50825

## NATURE OF PROCEEDINGS:

### RULING ON SUBMITTED MATTER

(Motion for Summary Judgment - Wade Robson's Late Claim Petition)

This matter is before the court on the Estate's summary judgment motion seeking summary judgment against Wade Robson on his Petition for Order to Allow Filing of a Late Claim Against the Estate.

The Estate's Request for Judicial Notice is granted.

Evidentiary objections: All objections except objection 4 are sustained. Objection 4 is overruled. (There is explanation of the court's ruling on the evidentiary objections in the transcript of the oral proceedings.) The court finds that Deputy District Attorney Zonen's declaration sufficiently authenticates the exhibits in issue.

The Probate Code contains a series of statutes governing presentation and payment of a decedent's creditors. (See Prob. Code sec. 9000 et seq.) These creditor claims statutes promote "the public policy of protecting the decedent's estate from creditors' stale claims." (Dacey v. Taraday (2011) 196 Cal.App.4th 962, 986.) "Probate Code section 9000 et seq. [] operate to ensure that stale creditors' claims will not be presented years



# SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

DATE: 05/26/15

DEPT. 51

HONORABLE MITCHELL L. BECKLOFF

JUDGE

M. FREGOSO

DEPUTY CLERK

HONORABLE

JUDGE PRO TEM

ELECTRONIC RECORDING MONITOR

A. ALBA, CA

Deputy Sheriff

NONE

Reporter

8:30 am

BP117321

Counsel for  
Petitioner

In Re the Matter of:

JACKSON, MICHAEL JOSEPH -DECEDE

NO APPEARANCES

\*TRANSF TO DEPT 51 PER MO 4/15/

\*AFFIDAVIT OF PREJUDICE FILED

7/13/13;\*\*

R/T BS132820, SC114598 and

SC115988, BC508502, BC50825

## NATURE OF PROCEEDINGS:

later." (Ibid.) "The focus of the statutes requiring strict compliance with the time limits for filing a creditor's claim is to promote the expeditious distribution of the assets of a decedent's estate." (Gertner v. Superior Court (1993) 20 Cal.App.4th 927, 932 n. 3.)

In this case, plaintiff concedes that his claim against the Estate is late under the relevant statutes and that he cannot satisfy the requirements of Probate Code section 9103 or Code of Civil Procedure section 366.2. Plaintiff argues, however, that his inability to satisfy these statutes is of no consequence. Plaintiff asserts equitable estoppel prevents the personal representatives of the Estate from relying on either or both statutes to bar his claim in these Probate proceedings.

Even without plaintiff's concession that he cannot satisfy the creditor's claim provisions of the Probate Code, the undisputed facts in this matter establish that plaintiff's creditor's claim was not timely filed under Probate Code section 9103: Undisputed facts 19, 6, 7, 9, 13, 22 and 23 establish that plaintiff had actual knowledge of the administration of the estate in February 2011 (or, at the latest, sometime in the last quarter of 2011). Undisputed fact 30 establishes that plaintiff knew of the facts reasonably giving rise to the existence of the claim no later than May 8,

# SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

DATE: 05/26/15

DEPT. 51

HONORABLE MITCHELL L. BECKLOFF

JUDGE

M. FREGOSO

DEPUTY CLERK

HONORABLE

JUDGE PRO TEM

ELECTRONIC RECORDING MONITOR

A. ALBA, CA

Deputy Sheriff

NONE

Reporter

8:30 am

BP117321

Counsel for

In Re the Matter of:

Petitioner

JACKSON, MICHAEL JOSEPH -DECEDE

NO APPEARANCES

\*TRANSF TO DEPT 51 PER MO 4/15/

\*AFFIDAVIT OF PREJUDICE FILED

7/13/13;\*\*

R/T BS132820, SC114598 and

SC115988, BC508502, BC50825

## NATURE OF PROCEEDINGS:

2012. (This is the date that plaintiff disclosed the alleged sexual abuse to another person, his therapist. Probate Code section 9103, subd. (a)(2)'s focus is on knowledge of the facts reasonably giving rise to the existence of the claim not knowledge that the creditor has a cause of action. As acknowledged by plaintiff in these proceedings, plaintiff's claim is not one involving repressed memory.)

(To the extent facts 9, 23 and 30 are disputed or disputed in part, the dispute largely lies in how matters are characterized or paraphrased in the pleadings. The alleged "dispute" concerning the facts, however, is immaterial and does not change the court's analysis.)

Accordingly, under the scenario most favorable to plaintiff, the non-moving party, the Probate Code required plaintiff to file his creditor's claim no later than 60 days from May 8, 2012 or by July 7, 2012. (Prob. Code sec. 9103, subd. (a)(2).) July 7, 2012 is the date on which 60 days would have run from the time that plaintiff had knowledge of (1) the administration of the estate and (2) the facts reasonably giving rise to the existence of the claim. (This finding is based on the undisputed facts set forth above.)

[Arguably, the July 7, 2012 deadline might be

# SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

DATE: 05/26/15

DEPT. 51

HONORABLE MITCHELL L. BECKLOFF

JUDGE

M. FREGOSO

DEPUTY CLERK

HONORABLE

JUDGE PRO TEM

ELECTRONIC RECORDING MONITOR

A. ALBA, CA

Deputy Sheriff

NONE

Reporter

8:30 am

BP117321

Counsel for

In Re the Matter of:

Petitioner

JACKSON, MICHAEL JOSEPH -DECEDE

NO APPEARANCES

\*TRANSF TO DEPT 51 PER MO 4/15/

\*AFFIDAVIT OF PREJUDICE FILED

7/13/13;\*\*

R/T BS132820, SC114598 and

SC115988, BC508502, BC50825

## NATURE OF PROCEEDINGS:

extended by a few months. See undisputed fact 31 wherein plaintiff references sharing his "very personal information," "extremely sensitive legal matter," and "truth of [his] past" with over 30 individuals. This email, sent on September 7, 2012, further suggests plaintiff had knowledge of the facts "reasonably giving rise to the existence of the claim" ("extremely sensitive legal matter") by sometime prior to the email date, September 7, 2012. The result of the Probate Code section 9103 analysis herein, however, would not be any different if the court used September 7, 2012 as the date plaintiff had knowledge of the facts reasonably giving rise to the claim. Using the September date as the date by which plaintiff first had knowledge of the facts reasonably giving rise to the existence of the claim, plaintiff would have been required to file his claim in the Probate case in early November 2012 to satisfy the late creditor claims statute. Again, while knowledge that plaintiff had a cause of action is not the relevant inquiry under Probate Code section 9103, subd. (a)(2), it appears - although it is not clear - that plaintiff understood he had a cause of action against the decedent no later than September 7, 2012.]

Plaintiff did not file this petition to file a late claim until May 1, 2013. His claim is late and plaintiff is not permitted to file a late claim in this Probate case under Probate Code section 9103,

# SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

DATE: 05/26/15

DEPT. 51

HONORABLE MITCHELL L. BECKLOFF

JUDGE

M. FREGOSO

DEPUTY CLERK

HONORABLE

JUDGE PRO TEM

ELECTRONIC RECORDING MONITOR

A. ALBA, CA

Deputy Sheriff

NONE

Reporter

8:30 am

BP117321

Counsel for

In Re the Matter of:

Petitioner

JACKSON, MICHAEL JOSEPH -DECEDE

NO APPEARANCES

\*TRANSF TO DEPT 51 PER MO 4/15/

\*AFFIDAVIT OF PREJUDICE FILED

7/13/13;\*\*

R/T BS132820, SC114598 and

SC115988, BC508502, BC50825

## NATURE OF PROCEEDINGS:

the statute that addresses late claims. His claim is barred as it was filed 8 to 10 months after the relevant statutory deadline.

[As discussed during the hearing on the motion, the court need not address Code of Civil Procedure section 366.2. Probate Code section 9103, subdivision (f) merely specifies that a fiduciary may not rely on section 9103 to authorize an allowance or approval of a claim once filed if that claim is barred by Code of Civil Procedure section 366.2. (See Prob. Code sec. 9253.) Accordingly, if the court authorized the filing of a late claim, a personal representative must still evaluate whether the claim should be approved and/or allowed. The filing of a late claim does not authorize its allowance and/or payment by the fiduciary if the claim is otherwise barred by Code of Civil Procedure section 366.2. Where a late claim is barred by the one year statute of limitations of Code of Civil Procedure section 366.2, the personal representative would likely be under a duty as a fiduciary to reject the claim. The creditor could then file suit on the rejected claim. (Prob. Code sec. 9353.) The one year statute of limitations set forth in Code of Civil Procedure section 366.2 could then be raised by the personal representative in that civil action as a bar to the claim.]

Despite his inability to satisfy Probate Code

# SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

DATE: 05/26/15

DEPT. 51

HONORABLE MITCHELL L. BECKLOFF

JUDGE

M. FREGOSO

DEPUTY CLERK

HONORABLE

JUDGE PRO TEM

ELECTRONIC RECORDING MONITOR

A. ALBA, CA

Deputy Sheriff

NONE

Reporter

8:30 am

BP117321

Counsel for

In Re the Matter of:

Petitioner

JACKSON, MICHAEL JOSEPH -DECEDE

NO APPEARANCES

\*TRANSF TO DEPT 51 PER MO 4/15/

\*AFFIDAVIT OF PREJUDICE FILED

7/13/13;\*\*

R/T BS132820, SC114598 and

SC115988, BC508502, BC50825

## NATURE OF PROCEEDINGS:

section 9103, plaintiff contends that equitable estoppel prevents the Estate's representatives from asserting the plaintiff's claim was not timely filed. Plaintiff relies on the alleged bad acts of the decedent (the underlying basis for his claim against the Estate) to support his equitable estoppel claim. Based on the decedent's bad acts giving rise to the claim, plaintiff contends that "the Executors should be estopped from asserting any limitations period as a bar." (Opposition p. 18 [emphasis omitted].)

In contrast to the decedent's alleged behavior underlying plaintiff's claim, plaintiff has not identified any action by the Estate's representatives to support his equitable estoppel claim against them. Thus, the issue before this court on this motion is whether the decedent's acts can be used to estop the Estate's representatives from asserting plaintiff's claim was not timely filed under Probate Code section 9103.

Equitable estoppel is codified in Evidence Code section 623. That section provides: "Whenever a party has, by his own statement or conduct, intentionally and deliberately led another to believe a particular thing true and to act upon such belief, he is not, in any litigation arising out of such statement or conduct, permitted to contradict it."

# SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

DATE: 05/26/15

DEPT. 51

HONORABLE MITCHELL L. BECKLOFF

JUDGE

M. FREGOSO

DEPUTY CLERK

HONORABLE

JUDGE PRO TEM

ELECTRONIC RECORDING MONITOR

A. ALBA, CA

Deputy Sheriff

NONE

Reporter

8:30 am

BP117321

Counsel for

In Re the Matter of:

Petitioner

JACKSON, MICHAEL JOSEPH -DECEDE

NO APPEARANCES

\*TRANSF TO DEPT 51 PER MO 4/15/

\*AFFIDAVIT OF PREJUDICE FILED

7/13/13;\*\*

R/T BS132820, SC114598 and

SC115988, BC508502, BC50825

## NATURE OF PROCEEDINGS:

"A party claiming an estoppel must prove four elements: (1) the party to be estopped must know the facts; (2) the estopped party must intend that his conduct shall be acted upon or must act in a way that causes the other party to believe that was his intent; (3) the party asserting estoppel must be unaware of the true facts; and (4) he must detrimentally rely on the other party's conduct." (Estate of Bonzi (2013) 216 Cal.App.4th 1085, 1106.)

Certainly, equitable estoppel has been applied in the context of Probate Code late creditor claims proceedings. (See, e.g., Bautello v. Bautello (1998) 64 Cal.App.4th 842, 848; Katz v. A.J. Ruhlman & Co. (1945) 69 Cal.App.2d 541, 544-545.)

"Executors of estates may be estopped, by their conduct and statements, from asserting a failure to file a claim under the Probate Code as a bar to claims against estates." (Estate of Bonzi, supra, 216 Cal.App.4th at 1106.)

In Probate proceedings wherein estoppel was asserted by a creditor to excuse non-compliance with the creditor claims statutes, however, it was the actions of the estate's personal representative -- not the decedent -- that provided the foundation for the estoppel. In Battuello, for example, an estate's representative convinced a claimant not to file a claim. After the statute of limitations

# SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

DATE: 05/26/15

DEPT. 51

HONORABLE MITCHELL L. BECKLOFF

JUDGE

M. FREGOSO

DEPUTY CLERK

HONORABLE

JUDGE PRO TEM

ELECTRONIC RECORDING MONITOR

A. ALBA, CA

Deputy Sheriff

NONE

Reporter

8:30 am

BP117321

Counsel for

In Re the Matter of:

Petitioner

JACKSON, MICHAEL JOSEPH -DECEDE

NO APPEARANCES

\*TRANSF TO DEPT 51 PER MO 4/15/

\*AFFIDAVIT OF PREJUDICE FILED

7/13/13;\*\*

R/T BS132820, SC114598 and

SC115988, BC508502, BC50825

## NATURE OF PROCEEDINGS:

passed, the claimant learned that the estate's representative had made a false promise and he had been duped. The estate's representative was thereafter estopped to argue Code of Civil Procedure section 366.2's one-year statute of limitations because of her misleading conduct.

An analysis of the estate's representative's actions - not the decedent's -- in evaluating equitable estoppel is consistent with the focus on the parties before the court in Evidence Code section 623 and applicable case law. The party to be estopped in a Probate proceeding is the estate representative. It would always be an estate representative who asserts the time limitations of Probate Code section 9103 and Code of Civil Procedure section 366.2.

Here, there are no acts alleged against the Estate's representatives that would justify an estoppel asserted against them in a proceeding to file a late creditor's claim. While plaintiff conflates the Estate representatives and the decedent in his estoppel argument, it is the Estate representatives who are the parties to this Probate proceeding. As there is no evidence that the Estate's representatives did or said anything that prevented plaintiff from filing his claim, plaintiff cannot establish the elements of equitable estoppel against them.

# SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

DATE: 05/26/15

DEPT. 51

HONORABLE MITCHELL L. BECKLOFF

JUDGE

M. FREGOSO

DEPUTY CLERK

HONORABLE

JUDGE PRO TEM

ELECTRONIC RECORDING MONITOR

A. ALBA, CA

Deputy Sheriff

NONE

Reporter

8:30 am

BP117321

Counsel for

In Re the Matter of:

Petitioner

JACKSON, MICHAEL JOSEPH -DECEDE

NO APPEARANCES

\*TRANSF TO DEPT 51 PER MO 4/15/

\*AFFIDAVIT OF PREJUDICE FILED

7/13/13;\*\*

R/T BS132820, SC114598 and

SC115988, BC508502, BC50825

## NATURE OF PROCEEDINGS:

This proceeding to file a late claim is a Probate proceeding. It is distinct from a civil action filed on a rejected creditor's claim. "The jurisdiction of the probate court is a jurisdiction in rem, the rem being the estate of the decedent which is to be administered and distributed with regard to the rights of creditors, devisees, legatees and the world; by giving the notice prescribed by the statute, the entire world is called before the court, and the court acquires jurisdiction over all persons for the purpose of determining their rights to any portion of the estate, and every person who may assert any right or interest therein is required to present his claim to the court for its determination, and the decree is binding upon him if he fails to appear and present his claim, as if his claim, after presentation had been disallowed by the court." (Condee, 1 California Practice, Probate Court Practice (West 1964) p. 21. See also Estate of Bonanno (2008) 165 Cal.App.4th 7, 17 (in rem proceeding over decedent's property).)

To support his extension of treating the acts of the decedent as the acts of the Estate representatives for purposes of estoppel, plaintiff argues, "there is substantial legal precedent that supports the application of equitable estoppel and related equitable doctrines to the acts of a decedent in California and other jurisdictions." (Opposition p.



# SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

DATE: 05/26/15

DEPT. 51

HONORABLE MITCHELL L. BECKLOFF

JUDGE

M. FREGOSO

DEPUTY CLERK

HONORABLE

JUDGE PRO TEM

ELECTRONIC RECORDING MONITOR

A. ALBA, CA

Deputy Sheriff

NONE

Reporter

8:30 am

BP117321

Counsel for

In Re the Matter of:

Petitioner

JACKSON, MICHAEL JOSEPH -DECEDE

NO APPEARANCES

\*TRANSF TO DEPT 51 PER MO 4/15/

\*AFFIDAVIT OF PREJUDICE FILED

7/13/13;\*\*

R/T BS132820, SC114598 and

SC115988, BC508502, BC50825

## NATURE OF PROCEEDINGS:

13.) Those cases, however, are distinguishable and do not address late filed claims.

In *Waugh v. Lennard* (1949) 69 Ariz. 214, for example, the creditors submitted timely claims based on promissory notes to the estate's representative. (Id. at 220 ("that within the time for presenting claims Evelyn H. Morehouse presented her claim upon the two promissory notes in question, which claim was rejected by the executrix; and that thereafter and within the time for presenting claims, Evelyn H. Morehouse and R.J. Morehouse, her husband, duly presented their amended claim for the indebtedness evidenced by the two promissory notes, which said amended claim was thereupon rejected by the executrix".) The claimants thereafter brought a civil action against the estate on the rejected claims. The estate representative sought to dismiss the civil action based in part on the statute of limitations having run on the underlying promissory notes. The claimants asserted that the decedent's acts during his lifetime operated as an equitable estoppel against any statute of limitations claim in that civil action. The Arizona Supreme Court agreed with the claimants.

The results under California law would be the same. (See, e.g., *Klein v. Farmer* (1948) 85 Cal.App.2d 545, 551.) After a creditor's claim is rejected, the creditor may file a civil action. In that civil

# SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

DATE: 05/26/15

DEPT. 51

HONORABLE MITCHELL L. BECKLOFF

JUDGE

M. FREGOSO

DEPUTY CLERK

HONORABLE

JUDGE PRO TEM

ELECTRONIC RECORDING MONITOR

A. ALBA, CA

Deputy Sheriff

NONE

Reporter

8:30 am

BP117321

Counsel for

Petitioner

In Re the Matter of:

JACKSON, MICHAEL JOSEPH -DECEDE

NO APPEARANCES

\*TRANSF TO DEPT 51 PER MO 4/15/

\*AFFIDAVIT OF PREJUDICE FILED

7/13/13;\*\*

R/T BS132820, SC114598 and

SC115988, BC508502, BC50825

## NATURE OF PROCEEDINGS:

litigation, the estate representative "stands in the shoes of the decedent." (Waugh v. Lennard, supra, 69 Ariz. at 228.) The creditor may assert claims and defenses against the estate representative that s/he could have asserted against the decedent.

Estate of Howarth (1981) 108 Mich.App.8 from the Michigan courts, also relied upon by plaintiff, appears to be in accord. While the facts are somewhat difficult to discern, it appears that a "contested claim [on a promissory note] against an estate" resulted in a civil action wherein the claimant prevailed. In the civil action, there was an issue concerning an accord and satisfaction as well as the statute of limitations on the note. The decedent's actions were examined to determine whether equitable estoppel should prevent the estate from asserting the statute of limitations as a bar. The claimant was successful in demonstrating that the decedent's actions acted as an equitable estoppel.

Fields v. Michael (1949) 91 Cal.App.2d 443, a California case, also relied upon by plaintiff, is similar. In Fields, the claimant timely filed a creditor's claim in the Probate proceeding. After the timely claim was rejected by the estate representative, the claimant brought a civil action against the estate. In that civil action, the decedent's actions were central and relevant to

# SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

DATE: 05/26/15

DEPT. 51

HONORABLE MITCHELL L. BECKLOFF

JUDGE M. FREGOSO

DEPUTY CLERK

HONORABLE

JUDGE PRO TEM

ELECTRONIC RECORDING MONITOR

A. ALBA, CA

Deputy Sheriff

NONE

Reporter

8:30 am

BP117321

Counsel for

In Re the Matter of:

Petitioner

JACKSON, MICHAEL JOSEPH -DECEDE

NO APPEARANCES

\*TRANSF TO DEPT 51 PER MO 4/15/

\*AFFIDAVIT OF PREJUDICE FILED

7/13/13;\*\*

R/T BS132820, SC114598 and

SC115988, BC508502, BC50825

## NATURE OF PROCEEDINGS:

claimant's claim against the decedent's estate.

Neither Waugh v. Lennard, Estate of Horwarth nor Fields v. Michael support plaintiff's position here. All three cases are consistent with California law and address civil actions brought against an estate after a timely creditor's claim was rejected. In both Waugh and Fields, it is clear that the underlying creditor's claim was a timely creditor's claim.

[In conflating the acts of the Estate representatives with those of the decedent for estoppel consideration, Plaintiff cites to a broad statement in Arizona's Waugh v. Lennard that, "[u]nquestionably the executrix (defendant) stands in the shoes of decedent for as stated in Re Brandt's Estate 67 Ariz. 42, 190 P.2d 497, 499: 'There is such a privity between a decedent and the personal representative of his estate that an estoppel arising by reason of the decedent's conduct may be asserted against his representative.'" Plaintiff argues that this language supports his position that the Estate's representatives and the decedent should be treated as one and the same for purposes of equitable estoppel and a late-filed creditor's claim.

In re Brandt's Estate concerned a family allowance for the decedent's alleged surviving spouse, a claim

# SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

DATE: 05/26/15

DEPT. 51

HONORABLE MITCHELL L. BECKLOFF

JUDGE

M. FREGOSO

DEPUTY CLERK

HONORABLE

JUDGE PRO TEM

ELECTRONIC RECORDING MONITOR

A. ALBA, CA

Deputy Sheriff

NONE

Reporter

8:30 am

BP117321

Counsel for  
Petitioner

In Re the Matter of:

JACKSON, MICHAEL JOSEPH -DECEDE

NO APPEARANCES

\*TRANSF TO DEPT 51 PER MO 4/15/

\*AFFIDAVIT OF PREJUDICE FILED  
7/13/13;\*\*

R/T BS132820, SC114598 and

SC115988, BC508502, BC50825

## NATURE OF PROCEEDINGS:

made against assets of the estate. (Cf. Prob. Code section 6540 and 11420, subd. (a)(5).) There was no issue in the case concerning the timeliness of the surviving spouse's family allowance claim. The decedent's acts and equitable estoppel were relevant to whether the claimant was, in fact, a surviving spouse and therefore entitled to an allowance from the estate.

In re Brandt's Estate cited American Jurisprudence as the source for its statement that, "There is such a privity between a decedent and the personal representative of his estate that an estoppel arising by reason of the decedent's conduct may be asserted against his representative." In re Brandt's Estate also supported the statement with a citation to Moore v. Croft (1929) 47 Idaho 572.

American Jurisprudence (Second Edition) provides the following rule on the issue: "A decedent and a personal representative of the decedent's estate are in sufficient privity that an estoppel arising from the decedent's conduct may be asserted against the representative. In other words, if the decedent would have been estopped, his or her estate is estopped." (28 Am. Jur. 2d (2015) Estoppel and Waiver, sec. 126.)

As support for its statement, America Jurisprudence relies on cases that do not involve late creditor's

# SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

DATE: 05/26/15

DEPT. 51

HONORABLE MITCHELL L. BECKLOFF

JUDGE

M. FREGOSO

DEPUTY CLERK

HONORABLE

JUDGE PRO TEM

ELECTRONIC RECORDING MONITOR

A. ALBA, CA

Deputy Sheriff

NONE

Reporter

8:30 am

BP117321

Counsel for

In Re the Matter of:

Petitioner

JACKSON, MICHAEL JOSEPH -DECEDE

NO APPEARANCES

\*TRANSF TO DEPT 51 PER MO 4/15/

\*AFFIDAVIT OF PREJUDICE FILED  
7/13/13;\*\*

R/T BS132820, SC114598 and  
SC115988, BC508502, BC50825

## NATURE OF PROCEEDINGS:

claims. Estate of Trigg (1967) 102 Ariz. 140 is similar to In re Brandt's Estate and concerned the marital status of the decedent and whether his actions could estop others (presumably the decedent's heirs) from claiming that the person seeking to be his personal representative was not his wife. Peterson v. Spohrer (1972) 257 So.2d 284, like Waugh v. Lennard and Estate of Horwarth, involved civil litigation against an estate and the decedent's actions as they related to the claim in that civil litigation. Penn v. Pemberton & Penn, Inc. (1949) 189 Va. 649 also dealt with civil litigation and the effects of the decedent's actions on the claim.

Finally, In re Brandt's Estate appears to rely on Moore v. Croft, supra, 47 Idaho at 572 merely for a general statement of the law on equitable estoppel. Moore v. Croft does not concern a decedent's estate.]

Plaintiff's position herein is further undermined when the underlying policy of the creditor's claim statutes is considered. As noted earlier, the Probate Code's claim statutes are designed to prevent stale claims and promote "expeditious distribution of the assets of a decedent's estate." (Gertner v. Superior Court, supra, 20 Cal.App.4th at 932 n. 3.) Plaintiff's position would open probate estate administration to substantial uncertainty and

# SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

DATE: 05/26/15

DEPT. 51

HONORABLE MITCHELL L. BECKLOFF

JUDGE

M. FREGOSO

DEPUTY CLERK

HONORABLE

JUDGE PRO TEM

ELECTRONIC RECORDING MONITOR

A. ALBA, CA

Deputy Sheriff

NONE

Reporter

8:30 am

BP117321

Counsel for

Petitioner

In Re the Matter of:

JACKSON, MICHAEL JOSEPH -DECEDE

NO APPEARANCES

\*TRANSF TO DEPT 51 PER MO 4/15/

\*AFFIDAVIT OF PREJUDICE FILED

7/13/13;\*\*

R/T BS132820, SC114598 and

SC115988, BC508502, BC50825

## NATURE OF PROCEEDINGS:

possible delay as well as the potential for litigation against distributees of an estate. (See Prob. Code sec. 9392.)

Nonetheless, even assuming plaintiff's position is correct and equitable estoppel could be asserted against the Estate's representatives based on the decedent's acts, both parties before the court recognize that any such estoppel exists only for a reasonable period of time after any violence, intimidation or threatening conduct by the decedent ceases. (See, e.g., John R. v. Oakland Unified School Dist., (1989) 48 Cal.3d 438, 446. See also Opposition, p. 14, 16.) Plaintiff argues that such a determination necessarily requires a factual finding by the court.

This court acknowledges that estoppel is ordinarily a factual issue for the trier of fact. (John R. v. Oakland Unified School Dist. (1989) 48 Cal.3d at 444.) However, where facts are undisputed "and only one reasonable conclusion can be drawn from them, whether estoppel applies is a matter of law." (Estate of Bonanno, supra, 165 Cal.App.4th at 22. See also V.C. v. Los Angeles Unified School Dist. (2006) 139 Cal.App.4th 499, 517 [estoppel claim fails as a matter of law on the facts].)

Here, the undisputed material facts establish that the decedent died on June 25, 2009. (Defendant's

# SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

DATE: 05/26/15

DEPT. 51

HONORABLE MITCHELL L. BECKLOFF

JUDGE

M. FREGOSO

DEPUTY CLERK

HONORABLE

JUDGE PRO TEM

ELECTRONIC RECORDING MONITOR

A. ALBA, CA

Deputy Sheriff

NONE

Reporter

8:30 am

BP117321

Counsel for

Petitioner

In Re the Matter of:

JACKSON, MICHAEL JOSEPH -DECEDE

NO APPEARANCES

\*TRANSF TO DEPT 51 PER MO 4/15/

\*AFFIDAVIT OF PREJUDICE FILED

7/13/13;\*\*

R/T BS132820, SC114598 and

SC115988, BC508502, BC50825

## NATURE OF PROCEEDINGS:

Fact 1.) Plaintiff was last molested by the decedent in 1997. (Defendant's Fact 5.) Plaintiff knew in June 2009 that the decedent died. (Defendant's Fact 6.) Plaintiff knew at the time of the decedent's death in June 2009 that it was a crime for an adult to engage in sexual conduct with a minor. (Defendant's Fact 26.) Plaintiff understood in June 2009 that minors are not criminally prosecuted when an adult engages in sexual conduct with them. (Defendant's Fact 27.)

Additional undisputed material facts from plaintiff establish that plaintiff filed his petition in these Probate proceedings when he was 30 years old. (Plaintiff's Fact 1.) During the molestation (between 1990 and 1997), the decedent told plaintiff that he could not tell anyone about the molestation because their "lives and careers would be over." (Plaintiff's Fact 11.) The sexual abuse stopped when plaintiff was 14 years old. (Plaintiff's Fact 23.) The decedent told plaintiff when plaintiff was 11 years old that both he and the decedent would "go to jail for the rest" of their lives if anyone found out about the sexual conduct. (Plaintiff's Fact 30.) Plaintiff testified when he was 11 years old in a court proceeding that "no sexual acts had occurred between him" and the decedent. (Plaintiff's Fact 33.) As plaintiff got older, he would see the decedent "once a year and talk to him on the phone two or three times a year."

# SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

DATE: 05/26/15

DEPT. 51

HONORABLE MITCHELL L. BECKLOFF

JUDGE

M. FREGOSO

DEPUTY CLERK

HONORABLE

JUDGE PRO TEM

ELECTRONIC RECORDING MONITOR

A. ALBA, CA

Deputy Sheriff

NONE

Reporter

8:30 am

BP117321

Counsel for

Petitioner

In Re the Matter of:

JACKSON, MICHAEL JOSEPH -DECEDE

NO APPEARANCES

\*TRANSF TO DEPT 51 PER MO 4/15/

\*AFFIDAVIT OF PREJUDICE FILED

7/13/13;\*\*

R/T BS132820, SC114598 and

SC115988, BC508502, BC50825

## NATURE OF PROCEEDINGS:

(Plaintiff's Fact 36.) In 2005, in connection with criminal proceedings involving the decedent (when plaintiff was 23 years old), plaintiff denied in the trial that he had been sexually abused by the decedent.

(Plaintiff's Fact 43.)

The facts establish that as of the time of the decedent's death, in June 2009, the decedent could no longer take any action against plaintiff; any intimidation or threats ceased on that day in June 2009 when the decedent died. (The only threat alleged by plaintiff in his undisputed facts is Fact 30. That fact states that when plaintiff was 11 years old, the decedent told plaintiff they could go to jail for engaging in the sexual conduct.) Plaintiff knew in June 2009 that he could not be prosecuted for the decedent's molestation of him. As plaintiff knew of the facts giving rise to the claim well before the decedent died (this is not a claim based on repressed memory) and that any threats from the decedent ceased upon his death, it would have been reasonable for plaintiff to present his claim to the Estate in a manner consistent with the time limits of the Probate Code. Stated differently, even assuming the elements of equitable estoppel could be satisfied here, based on the undisputed material facts, it was unreasonable for plaintiff not to have complied with the time limits of the Probate Code. Any threat or intimidation



# SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

DATE: 05/26/15

DEPT. 51

HONORABLE MITCHELL L. BECKLOFF

JUDGE

M. FREGOSO

DEPUTY CLERK

HONORABLE

JUDGE PRO TEM

ELECTRONIC RECORDING MONITOR

A. ALBA, CA

Deputy Sheriff

NONE

Reporter

8:30 am

BP117321

Counsel for  
Petitioner

In Re the Matter of:

JACKSON, MICHAEL JOSEPH -DECEDE

NO APPEARANCES

\*TRANSF TO DEPT 51 PER MO 4/15/

\*AFFIDAVIT OF PREJUDICE FILED  
7/13/13;\*\*

R/T BS132820, SC114598 and  
SC115988, BC508502, BC50825

## NATURE OF PROCEEDINGS:

ended upon the decedent's death.

To the extent that plaintiff asserts that, "Probate Code section 9103 and Code of Civil Procedure section 366.2 are simply inapplicable to [plaintiff's] claims, as he was psychologically incapable of complying with those statutes at the time they began to run," the argument seems to suggest that plaintiff's claim was tolled. (See Code of Civ. Proc. sec. 352, subd. (a).) Plaintiff concedes, however, that tolling is not an issue in this case. (Code of Civ. Proc. sec. 366.2, subd. (b).) Plaintiff correctly notes that equitable estoppel is an issue only because the applicable time deadlines for his claim have already run.

Based on the foregoing, the court finds that the Estate is entitled to judgment and the motion is granted.

Plaintiff's Petition for Order to Allow Filing of a Late Claim Against the Estate is denied.

The Estate shall prepare an order.

The clerk shall give notice.

CLERK'S CERTIFICATE OF MAILING

# SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

DATE: 05/26/15

DEPT. 51

HONORABLE MITCHELL L. BECKLOFF

JUDGE

M. FREGOSO

DEPUTY CLERK

HONORABLE

JUDGE PRO TEM

ELECTRONIC RECORDING MONITOR

A. ALBA, CA

Deputy Sheriff

NONE

Reporter

8:30 am

BP117321

Counsel for  
Petitioner

In Re the Matter of:

JACKSON, MICHAEL JOSEPH -DECEDE

NO APPEARANCES

\*TRANSF TO DEPT 51 PER MO 4/15/

\*AFFIDAVIT OF PREJUDICE FILED

7/13/13;\*\*

R/T BS132820, SC114598 and

SC115988, BC508502, BC50825

## NATURE OF PROCEEDINGS:

I, the below-named Executive Officer/Clerk of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served the

MINUTE ORDER

upon each party or counsel named below by placing the document for collection and mailing so as to cause it to be deposited in the United States mail at the courthouse in LOS ANGELES, California, one copy of the original filed/entered herein in a separate sealed envelope to each address as shown below with the postage thereon fully prepaid, in accordance with standard court practices.

Dated: 5/26/15

Sherri R. Carter, Executive Officer/Clerk

By:

  
M. FREGOSO

# SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

DATE: 05/26/15

DEPT. 51

HONORABLE MITCHELL L. BECKLOFF

JUDGE

M. FREGOSO

DEPUTY CLERK

HONORABLE

JUDGE PRO TEM

ELECTRONIC RECORDING MONITOR

A. ALBA, CA

Deputy Sheriff

NONE

Reporter

8:30 am

BP117321

Counsel for

In Re the Matter of:

Petitioner

JACKSON, MICHAEL JOSEPH -DECEDE

NO APPEARANCES

\*TRANSF TO DEPT 51 PER MO 4/15/

\*AFFIDAVIT OF PREJUDICE FILED

7/13/13;\*\*

R/T BS132820, SC114598 and

SC115988, BC508502, BC50825

## NATURE OF PROCEEDINGS:

JERYLL S. COHEN, ESQ.

HOFFMAN SABBAN & WATENMAKER

10880 WILSHIRE BLVD., SUITE 2200

LOS ANGELES, CA 90024

JONATHAN P. STEINSAPIR, ESQ.

KINSELLA WEITZMAN ISER KUMP & ALDISERT LLP

808 WILSHIRE BOULEVARD, 3RD FLOOR

SANTA MONICA, CA 90401

MARYANN R. MARZANO, ESQ.

GRADSTEIN & MARZANO, P.C.

6310 SAN VICENTE BOULEVARD, SUITE 510

LOS ANGELES, CA 90048

**PROOF OF SERVICE**

**STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

At the time of service, I was over 18 years of age and **not a party to this action**. I am employed in the County of Los Angeles, State of California. My business address is 808 Wilshire Boulevard, 3rd Floor, Santa Monica, CA 90401.

On July 2, 2015, I served true copies of the following document(s) described as **[PROPOSED] ORDER DENYING THE PETITION OF WADE ROBSON FOR ORDER ALLOWING FILING OF A LATE CLAIM AGAINST THE ESTATE OF MICHAEL JACKSON, DECEASED** on the interested parties in this action as follows:

Henry Gradstein, Esq.  
Maryann R. Marzano, Esq.  
Matt Slater, Esq.  
Gradstein & Marzano, P.C.  
6310 San Vicente Boulevard, Suite 510  
Los Angeles, CA 90048

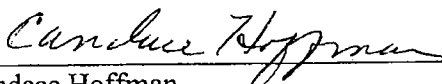
*Attorneys for Wade Robson*  
Tel: 323-302-9488  
Fax: 323-931-4990  
[hgradstein@gradstein.com](mailto:hgradstein@gradstein.com)  
[mmarzano@gradstein.com](mailto:mmarzano@gradstein.com)  
[mslater@gradstein.com](mailto:mslater@gradstein.com)

☒ **BY MAIL:** I enclosed the document(s) in a sealed envelope or package addressed to the persons at the addresses listed above and placed the envelope for collection and mailing, following our ordinary business practices. I am readily familiar with Kinsella Weitzman Iser Kump & Aldisert LLP's practice for collecting and processing correspondence for mailing. On the same day that the correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope with postage fully prepaid.

☒ **BY E-MAIL OR ELECTRONIC TRANSMISSION:** I caused a courtesy copy of the document(s) to be sent from e-mail address [choffman@kwikalaw.com](mailto:choffman@kwikalaw.com) to the persons at the e-mail addresses listed above. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

☐ **BY OVERNIGHT DELIVERY:** I enclosed said document(s) in an envelope or package provided by the overnight service carrier and addressed to the persons at the addresses listed above or on the attached Service List. I placed the envelope or package for collection and overnight delivery at an office or a regularly utilized drop box of the overnight service carrier or delivered such document(s) to a courier or driver authorized by the overnight service carrier to receive documents.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on July 2, 2015, at Santa Monica, California.

  
Candace Hoffman

# **EXHIBIT 19**

MY FIRST TRIP TO NEVERLAND.

*Second star to the right and straight on till morning...*

It was a two and a half hour drive to Michael's Neverland Valley Ranch from Los Angeles. Michael asked if my sister and I could drive with him while Mom, Dad, Granddad and Grandma rode in Michael's limo. My parents agreed.

I don't remember much of the drive until we arrived at Neverland. We pulled up to the double wooden gate which opened upon seeing Michael's car. Michael drove just inside of the gate and then pulled over. We were then met by multiple security guards with flashlights. They made sure that we didn't have any sort of cameras or audio recording devices and then sent us on our way. My parents and Grandparents had arrived just before us in the limo and had

all signed multiple non-disclosure agreements prohibiting them from speaking or writing of anything they saw, heard or did while inside the gates of Neverland.

Michael drove us up a long winding road surrounded by untouched land until we drove over a hill revealing the awe-inspiring Neverland. As we continued to drive closer to the main house, my sister and I, with our eyes bulging out of our heads, took in the incredible sights: Massive sycamore trees covered from top to bottom in fairy lights, beautiful bronze statues everywhere, stunning lakes and waterfalls, magnificent flowers and the sound of enchanting music seemingly coming from the trees.

Imagine my state: here I am driving in the car and arriving to the home of Michael Jackson, the man I'd obsessed about all day everyday for the last 5 years of my life. The superstar that is plastered all over my bedroom walls. The most famous person in the world at that time. My hero, my idol, my everything.

Staff came to greet us as we pulled up to the main house. Michael then escorted the whole family inside and showed us around his absolutely magnificent home.

Later, Michael came to the guest suits which was a separate structure from the main house. Michael was looking at all of my custom made Michael Jackson costumes and said they were some of the best replications he had ever seen.

It came time to go to bed and my sister and I asked if we could "Please, Please" stay with Michael. Michael said it was okay with him if it was okay with my parents. He explained to them that there was a second bed on the mezzanine floor of his bedroom. My parents said okay and off we went.

My sister and I slept in Michael's room for the first couple of nights. We watched cartoons and movies, we had pillow fights and tickle sessions and then all three of us fell asleep in Michael's king size bed the first night. Essentially, it started out as the best kids sleepover ever with no parents around to tell us to quiet down or to go to sleep.

During the days, Michael showed the whole family around Neverland like the Pied Piper: the zoo, the arcade filled with free games, the beginnings of the amusement park, the movie theater stocked with all the free junk food you can stomach. Come to think of it, there was free junk food almost wherever you went in Neverland and Michael never ate any of it. The chefs would cook us breakfast, lunch and dinner. Anything and everything you wanted was at your fingertips free of charge; especially if you were a child. It was truly like living in a dream.

At one point, Michael took Mom, Chantal and myself into his walk in closet and picked up a jar of gold dust.



He opened it up, grabbed a pinch and sprinkled this sparkling gold dust all over us while saying, "Now you can fly and you will never have to grow up." I think he truly believed he was like Peter Pan and I truly believed anything he said. I, my sister and my Mother were officially falling in love with Michael Jackson.

The second night, my sister said to me that her and I should go and sleep in the bed on the second floor of Michael's bedroom. I said I didn't want to so she went and slept up there by herself. I slept alone in the bed with Michael that night.

*I wonder now, at 10 years old, what was it that made my sister think that we should sleep upstairs separate from Michael? Did she sense something odd? Did she have some sort of understanding that a seven year old and 10 year old kid should not be sleeping in the bed of a perfect stranger?*

At one point during the night, I was awoken by the sound of crying. I looked to find that Michael was no longer in the bed. I then realized that Michael was in a far dark corner of his bedroom, sobbing. I called out to him but he did not reply. I was scared and ran to the upstairs bedroom to grab my sister.

We came back down and both stood there quietly watching Michael's hardly discernible outline in the dark corner as he continued to cry. I clearly remember my fear that Michael was in the process of turning into a werewolf as he did in his THRILLER music video. This speaks to my young minds perception and understanding of reality at the time.

Michael finally spoke and said something like, "I'm just so sad because I don't want you guys to leave tomorrow." My first glimpse at the extreme force of loneliness that possessed him deeply. We ended up all hugging and going back to sleep. After that, I don't believe anything out of the "ordinary" happened that night.

The next day was the end of our weekend trip to Neverland. The plan was for our whole family to now go on an RV trip to the Grand Canyon. I didn't want to go on the trip, I wanted to stay with Michael. I realize now that beyond my own feelings of wanting to stay with Michael, at least subconsciously, I also had the weight of Michael's horribly sad crying session the night before on my conscience. Michael offered for me to stay with him while the rest of my family went on the trip to the Grand Canyon. My Mother and Father looked into my pleading eyes, gave their blessing and left their seven year old boy alone with Michael Jackson for a week. A perfect stranger.

My Mother, Father, Sister, Grandmother and Grandfather  
were now gone and it was just Michael, I and Neverland:  
2,700 acres of impenetrable Michael Jackson country  
governed by one man only, Michael Jackson.

My Mother, Father, Sister, Grandmother and Grandfather  
were now gone and it was just Michael, I and Neverland:  
2,700 acres of impenetrable Michael Jackson country  
governed by one man only, Michael Jackson.

# **EXHIBIT 20**

From: waderobson waderobson@me.com  
Subject: Oahu Sex Assault Conference Notes-Wade.  
Date: October 22, 2013 at 11:14 PM  
To: waderobson@me.com  
Cc: waderobson@me.com

---



From Evernote:

## Oahu Sex Assault Conference Notes-Wade.

---

### Conversations with a pedophile

- Alan: victimized approximately 1000 children.
- Though Children are THE VICTIMS in any child sexual abuse case, they are often CONSENTING victims.
- PEDOPHILIA is an ORIENTATION forged in CHILDHOOD.
- Average Pedophile abuses approximately 250 children.
- Alan: Only boys between the ages of 6 and 13 were appealing to him. After puberty, they no longer held the attraction for him.
- Alan: First he would get the boy to want his attention and then make him feel that he actually needed Alan in his life.
- We all like to believe that anyone capable of committing child sexual abuse is a monster. Although once the monster is truly revealed, he is never anything more or less than a human being.
- THE KEY TO PREVENTION is understanding why abuse occurs in the first place.
- **BEING DIFFERENT**
  - The thread that ties victims and perpetrators together, probably the single most prevalent characteristic among pedophiles and their victims, is a distinct feeling of BEING DIFFERENT FROM EVERYONE ELSE.
  - **MJ** - For the pedophile, this sense of being different is neither healthy nor realistic, but rather a justification for seeing himself as separate from society and a "victim" of fate. It is a mental means of disassociating from mainstream society and an attempt to avoid all levels of personal responsibility.
  - **ME** - For the victim, feeling different means feeling painfully cut off from others on a profound level. A kind of permanent loneliness keeps the victim from connecting with others and enjoying life fully.
  - Before the child victim evolves emotionally, long before they assume full control of their own minds and bodies, the abuser intervenes and thwarts the process. These children are unaware that many other children who are also victims have experiences like theirs and share the feelings of differentness. They feel isolated. And as we all remember, nothing is as important as feeling part of a group to children and adolescents.
  - Feelings of being different go much deeper than the physical realm. A child is no longer truly a child once he or she has been victimized sexually. Typical children's games often seem meaningless to the child victim, and his or her sense of joy disappears. This child is unable to let go of inhibitions in a spontaneous, childlike way after his or her body has received adult treatment.
  - Feelings of "BEING DIFFERENT." Victims feel ashamed and blame themselves for their different-ness, while the offenders feel they are different by chance, by

default, or by circumstances out of the realm of their responsibility.

- **DISCLOSURE**

- Sexually abused children find it almost impossible to communicate to others about their experiences. They feel that they are to blame for what has happened to them and that they will be punished. Feelings of self disgust run so strong that the child is certain that any possible listener will share these same feelings of repulsion for him or her.
- When we teach our children that sexual abusers are "bad & evil" and must be punished, we add weight to their troubled feelings about loved ones who may even seem simultaneously loving and hurtful. This kind of moralizing makes disclosing the abuse even more difficult because children know that if they "tell on" their attacker, he will be sent off and hurt. If we were to teach our youth that pedophilia is a sickness, we could introduce the idea of disclosing the abuse so that the predator can get help (while still being kept away from committing other sexual offenses). This possibility allows the child to exist in a much more tenable situation. She or he no longer has to fear naming the bad guy, rather could child could know that his abuser would be getting help for his sickness.
- Children who have been sexually abused rarely speak up about their abuse spontaneously. They feel ashamed and keep it a secret. This secret can destroy their spirit.

- **PEDOPHILES**

- Pedophiles are not necessarily victims of abuse themselves.
- Alan: Demonstrations of affection were nonexistent, and I cannot truly recall either my siblings or myself ever having been hugged or kissed by either parent.
- **MJ** - Alan: In my childish mind, the logic seemed perfect; the reason why I didn't fit in with other people was that I wasn't like them...I was different.
- **MJ** - Alan: My growing sense of difference became my total sense of identity. I used my self-created sense of victimization as a tool to justify my thoughts or actions. I saw myself as a person who, "though no fault of his own," was deprived of a "normal" life. And as I convinced myself that I had been somehow cheated by fate, I felt I had a license to do anything I chose to do. This self-created and self-serving sense of victimization allowed me to do anything that I desired without the slightest twinge of guilt, shame, responsibility or remorse.
- **MJ** - During my teen years and thereafter, I felt nothing in common with anyone else. I clung to the feeling of being different because I was too scared to face the reality that I wasn't.
- **MJ** - Future pedophiles withdraw as children into a fantasy world, armed with a self-created sense of being different.
- Pedophiles want to see themselves as victims in order to justify their not setting any personal limits. Seeing ourselves as the one being victimized allows us to do anything without any real sense of guilt or responsibility. For anyone who wants to perpetuate a view of himself as a victim, fantasy is a very effective tool. Even in creating our fantasies, however, pedophiles attempt to find ways of avoiding responsibility.
- **MJ** - Alan: For the rest of my adult life outside of prison, my life evolved around maintaining a "front" for the world to see.
- **MJ** - Alan: The links between our fantasies and our actions seem to be a very common element among pedophiles and a incredibly dangerous one. For the rest

common element among pedophiles and a incredibly dangerous one. For the rest of my life, I continually increased both my fantasies and my offenses, chasing the ultimate high, and like all addicts, never achieving my goal.

- **MJ** - Alan: Fantasy can be a powerful vehicle for denial, and although it can play a healthy role in the lives of healthy people, it does little to help either the victims or the perpetrators of sexual abuse. When fantasy becomes the basis of ones whole pattern of living, it can only lead one down a secretive path of destruction.
- Alan: SEX really wasn't the driving force behind my perverted actions, it was my insatiable obsession to feel that I had CONTROL.
- **MJ** - Alan: From the very outset, control was a primary obsession for me. Even in very early childhood, I felt threatened and confused by the world surrounding me. I felt very different from other people and very much alone. It was then that I began retreating into my own mental world of fantasies.

- *MJ lived in a world of his own creation, governed by his own rules. A world that HE could control. Take Neverland Valley as just one example.*

- Alan: Once a victim didn't offer any resistance to whatever I demanded, he wasn't fun anymore. I wanted more.
- Alan: From experience, I knew that the usual result of a victim's arriving at puberty was an increased desperation on his part to find a workable way to end his abuse. If his abuse started at nine or ten, by thirteen or fourteen, he had been abused so frequently, and in his mind had allowed it to continue for so long, that he felt totally incapable of telling anyone about any of it. He was held a silent prisoner to his own misguided sense of guilt and shame. He would almost always rather submit then ever risk the mortal shame of anyone's finding out.
  - *Sounds like me, Wade.*
- **MJ** - Alan: When you have spent your entire life hiding, distorting and manipulating, you don't really have to sit down and think about it too much.

#### • GROOMING + MANIPULATION

- Alan: Even in my early teens I was seeing and using adults as pawns to provide me with victims. By fourteen, I had figured out that manipulation, planning, and patience were much more effective than rushing ahead and taking unnecessary chances.
- Alan: I began to understand the necessity of manipulating not just the primary victim but also a variety of other people in order to set the victim up.
- **MJ** - Alan: I discovered that most adults could be manipulated just as easily as children.
- **The average pedophiles weapon of choice is not violence, it is attention.** - Wade.
- The pedophile makes the victim believe that he is complicit in the act. Therefore they share the responsibility.
- **MJ** - Alan: Once a child realized that he couldn't tell without incriminating himself, he usually gave up any type of resistance regarding sexual activities.
- Alan: The average person thinks of abusing in terms of individual incidents and acts, rather than in terms of its being ONE CONSTANT and continual process from beginning to end.
- Alan: Most critical of all was the unending manipulative dialogue between my victims and myself. Every step in the entire abuse cycle was dependent upon my being able to use words to control the child. To control the child's body, I had first to



find a way of controlling his mind, and clearly my only means of accomplishing that was through constant verbal assault.

- Alan: I learned what may well have been the single most important lesson in becoming a manipulative predator: I LEARNED TO LISTEN. I think it was clear to me, even at 11 or 12 that these boys felt nobody ever really listened to them.
- **MJ** - Alan: I had also worked to instill a twisted understanding of friendship in each of them and particularly to make each of them feel special.
- **MJ** - Alan: We feel no orientation with the rest of the world. This provides us with an all-purpose justification for doing anything that we want.
- **MJ** - Alan: A high percentage of these offenders have real difficulty in dealing effectively with their peers, a major factor in their being attracted to children.
- **MJ** - Alan: In time you come to feel so alone, so angry at being nothing more than a broken piece of humanity, and so totally hopeless, that you attempt to relieve the pain and isolation by involving yourself with the only people who you don't see as a threat, CHILDREN.

- **EFFECTS**

- Body holds traumatic memories even when the mind hides them.
- Alan: It is not the physical but the mental and emotional devastation that ultimately causes the greatest damage to victims of child sexual abuse.

- **PREVENTION**

- I do not believe that simply locking up a young offender will solve the problem. Without treatment focused on his or her sexualization of life, there is no safety or security for either the offender or the younger children around him or her.
- What is the taboo that accompanies sex abuse? Is it ignorance? Is it the topic of sex itself? Whatever the reason, secrecy is the pervasive rule when speaking of sexual abuse, and the rule serves no one.
- Secrecy is the crux of sexual abuse. Without it, there could be no abuse.
- The only time secrecy and innocence exist together is when one is being used to destroy the other.
- **SUMMARY** - Alan: I feel that the public's virtual preoccupation with the sexuality of the crime tends to prevent them from seeing, or addressing, the totality of the issue at hand. To defeat the pedophile, it is imperative for parents, educators and other concerned individuals to broaden the scope of their understanding as to what forces motivate their actions and what techniques they employ in attempting to obtain their ends. A mental state of self victimization, a desperate compulsion to validate some form of personal control, an unquestionably perverted sexuality, the intentional distancing of oneself from the real world, the progressive sexualization of their entire lives, and a sickening fascination with secrets, lies, and manipulations-all seem to be individual numbers in the combination. Numbers that, if used in the proper sequence, unlock the monster that they carry in their minds. Pedophilia is no MORE an act of control than it is an act of sex or rage or any other single element. But I hope that you will see that the element of control is critical and is one that needs to be understood if we are EVER to deal effectively with pedophilia.
- **DRUGS**. Alan: It was not until I was put on Depo and later Lupron, (these are both drugs that inhibit or reduce the production of testosterone) that I had any feeling for what life could be without living under the constant pressure of sexual drives and desires. I wonder what my life could have been like if I had been given this drug 20

desires. I wonder what my life could have been like if I had been given this drug 20 or 30 years earlier.

- **CASTRATION.** Alan: Castration is the loss of your sexual being, but at least for people like me, it is the only sane choice for living. I am for voluntary castration, not mandated.
- Alan stresses the importance of therapy and support groups. Sex offender Support Groups break down the pedophiles concept of being alone and different than everyone else. A pedophile can ignore the words of a therapist, but it is much much harder to ignore the seeing of himself and the hearing of his words in those around him. A pedophile realizes that if the words and the logic are the same, then so is the illness, the criminality, and the ultimate damage to the victims.
- Alan makes a strong plea for recognizing pedophilia as a disease first and foremost even before it is considered a crime.
- Imprisonment is not and can never be a substitute for therapy. Prison does not cure pedophilia. It may even exacerbate it due in part to the frequent abuse of pedophiles in prison. I see only more street-savvy child molesters being released.
- How can a young kid who knows that he has what seems like an uncontrollable attraction for sexual involvement with younger children, but lives in a society that only seeks to imprison and destroy people with those feelings, ever be encouraged to seek out before he begins to act out?
- **UNLESS WE CAN ENTICE PEDOPHILES TO SEEK HELP, WE WILL NEVER STOP CHILD SEXUAL ABUSE.**
- **OPEN COMMUNICATION CHANNELS AND ACTIVELY LISTENING TO OUR CHILDREN PROTECTS THEM FROM SEEKING AN ATTENTIVE LISTENER ELSEWHERE.**
- **MJ** - Sexual offenders have some salient characteristics in common. These are, having the ability to make a child feel worthwhile, having the means to make himself seem desirable, having a method of drawing the youngster into the abuse in such a way that the child feels there is no escape; and having a mask that keeps other adults from discovering his horrible secret.
- If we don't talk to our children, they in turn will feel that they are not able to talk to us-especially about anything as terrifying and private as childhood sexual abuse.
- **ALAN: IF A CHILD FEELS ACCEPTED, RESPECTED, WANTED, AND LISTENED TO AT HOME...NOTHING I HAVE TO OFFER WILL PROVE APPEALING.**
- **OUR TASK IS TO RAISE CHILDREN WHO RESPECT ADULT AUTHORITY BUT ARE NOT SLAVES TO THAT AUTHORITY.**

CONFIDENTIAL

WR/MSF 008580

# **EXHIBIT 21**





CTIONS MAD PROPS TO OUR SONY FAMILY: Michael Jackson,  
Dave Glen, Richard Griffiths, Lamont Boles, Vivian Scott,  
Al Masocco, O.J. Weller, Jomo Kohan, Doris Driver, Leslie  
Ave Khosig, Maurice Tasfield, Lisa Annala, Jon Polk, David  
Michael Hobd & the Bailey Broadcasting Crew.

mon, Belman, Roenlider, Jason Roberts, "BIG MIKE," King  
Moore, Zusex Lateel, Bobby King, Gregg Pagani, Michael  
at Tull, Stone Soup, Promise Recording Studio, Mikki at  
ant, Dave Greenberg at Rockin Reel, Kane Roberts, Quabid,  
l Perry, Carl Young, Victor Bailey, Brownstone, Bernard,  
rrel Springs School, 26 Red, Fresh Five, Yann &  
Relesch, Kiel Kong, Jerry Trimble + Mr. Gizmo.  
he give special thanks to the man upstairs, to my mom, Ms. Faye  
and loving me. Also much love to my fine sister, Elizabeth  
Jackson. To KAOS for always being there for me. You got my biza-  
rre t-shirts and Morgan Carey for all the dope hook ups, Joshua  
my home boy Ivan, My Grandmas, Lizzie Canada and Claudia  
ve. Diane Bridges for choosing me and believing in me.  
e Canada and friends and my pops Dwayne Sr.

# KAOS

My thanks to: GOD, with him all things are possible. All my love to my moms, Joe, without her none of this would have been possible.  
Love to my lly sister Chamfal, my brother Shan, and my Dad, Dennis. Much love to my inspiration and my niggas, Michael Jackson. My  
grandparents, Jean & Hugh Gullen for their love and support. All of my family in Australia. My homboy-Syco Smoot-Much love G. JD Tril  
for all the great lyrics. I love you niggas, Pop 'N' Dope--you da man. Morgan Carey, thanks for everything. In memory of Joan Ellis--thank  
you for believing in me and especially to all my friends, the Jones, the Jimenez and Greg Walker--thanks for being there.

## JD TRIL

Love and Thank to:

Sandra DeBear for your never ending love and support, Peter DeBear for believing in my talent and never doubting my  
ability to succeed (it's about that time). Vicki McCarty for your constant faith in me, Jordan DeBear (Sir Indious  
love the big kid) for never doubting me even when I doubted myself, I love you fatty, My Girl Lisa T. for standing by  
me. My 2 beautiful sisters Aubrie & Sydney. Lads and SYCO SMOOV--Thanks for working so hard, it's payoll time bruddas.  
Steph-Thanks 4 The Five Bills (I got you homeworl) Ed (Macaragan Laya), AggieBear Productions in the house niggas,  
Moo-Luv (Haaaa) and to Morgan--We've arrived, P.S. I forgot to tell you something. Thanks to Doris for typing this sh--  
. Sverdoegy J., Tony Pino, Haas Grip, P-Rosa and all my boyz in FUDD L-I-F-E-C-T, I'm out--FOOF!

TOP  
Luch  
GOD:  
JON:  
KIRO  
LARI  
JUL  
KAY  
SPOC  
RAY  
GAT  
GAY  
CHU  
LAF  
EAL  
NOS  
You  
UR  
"CA  
DI  
R.I

# EXHIBIT 22

and eat dinner that you're providing me. So I go down and do it. I mean, that's about it.

MS. WEIS: Thank you.

THE WITNESS: Anybody else?

MS. WEIS: No, that's it.

THE FOREMAN: Thank you.

THE WITNESS: Thank you for your time.

THE FOREMAN: Okay. We can take a recess for five?

MR. SNEDDON: 10 minutes.

MS. WEIS: Maybe even five minutes.

(Recess taken.)

THE FOREMAN: We're back in session. Can the secretary just give verbal affirmation that all the jurors are present?

THE SECRETARY: They're all here.

THE FOREMAN: Would you raise your right hand, please.

Do you solemnly swear that the evidence in this matter now pending before the Grand Jury of the County of Santa Barbara shall be the truth, the whole truth, and nothing but the truth, so help you God?

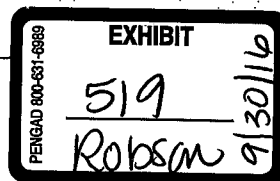
THE WITNESS: I do.

LYNETTE JOY ROBSON,  
called as a witness, having been duly sworn,  
testified as follows:

THE FOREMAN: Please state and spell your full name

00636806

CONFIDENTIAL



MES027610



for the court reporter.

THE WITNESS: Lynette, L-y-n-e-t-t-e, J-o-y  
R-o-b-s-o-n.

EXAMINATION

BY MR. SNEDDON:

Q Somebody was talking to me. Is it Robson or  
Robson?

A Robson.

Q Robson. Okay.

Mrs. Robson, you were given a subpoena duces  
tecum to bring certain records to the Grand Jury, correct?

A Yes.

Q Did you bring those records?

A Yes.

THE FOREMAN: Can we interrupt just a second,  
please, and have him identify himself for the reporter.

MR. SICARD: Detective Federico, F-e-d-e-r-i-c-o,  
S-i-c-a-r-d.

Q BY MR. SNEDDON: I'll tell you what I'm going  
to do. Rather than hold things up, I'm going to have  
somebody look through these things while we talk about other  
aspects of the case. I want to just give the Grand Jury some  
kind of overview of your relationship and your family's  
relationship with Mr. Michael Jackson.

And it's my understanding from reading a  
deposition that was taken of you under oath in Los Angeles  
several months ago, that you and your family first met

006369 407

1 Mr. Jackson in November of 1987; is that correct?

2 A That's right, yes.

3 Q And where was that?

4 A In Australia.

5 Q And you are from Australia?

6 A Yes.

7 Q And prior to meeting Mr. Jackson in 1987, how  
8 long had you lived in Australia?

9 A All my life.

10 Q And in 1987 when you met Mr. Jackson, were you  
11 married?

12 A Yes.

13 Q And your husband's name?

14 A Dennis Robson. Dennis Robson.

15 Q And are you married to Mr. Robson today?

16 A Yes.

17 Q And he is still in Australia; is that correct?

18 A That's correct.

19 Q In 1987 when you met Mr. Jackson, the occasion  
20 was that your son had won a dance contest that had been  
21 sponsored by him; is that a correct understanding?

22 A That's correct.

23 Q Was he the one winner or --

24 A There were two. There was the older age  
25 group, and he won the younger one.

26 MR. SNEDDON: Can everybody hear her?

27 MS. WEIS: I could not hear that last answer. Could  
28 I have that read back, please?

006370 408

(Record read.)

Q BY MR. SNEDDON: So there were two winners in some specific age groups, and your son was how old at that time?

A Five.

Q And your son's name?

A Wade Robson.

Q All right. And do you have any other children?

A Yes. I have two other children. I have Shane, my eldest boy is 21 and Chantal is 14.

Q Can you spell Chantal?

A C-h-a-n-t-a-l.

Q And Chantal's date of birth?

A It's the 24th of June '79.

Q And your son Wade's date of birth?

A Wade? 17th of September '82.

Q All right. Now, as a result of winning the dance contest, you and your son and your family were able to go backstage and meet Mr. Jackson; is that correct?

A It was at his hotel where he was staying. There was an after-concert party with a meet-and-greet type of thing. We were just one of many people who met him, yes.

Q And then the next night, you had occasion to meet him again; is that right?

A We didn't actually. My son danced with him during the contest but didn't have any contact with Michael at all.

006371 409

Q Now, as I understand it, the next time that you personally met Mr. Jackson, you individually, was in January of -- around January of 1990; is that correct?

A That's correct.

Q Now, between November of 1987 when the Australia tour was on and your son won the dance contest in January of 1990, did you or your son Wade have any contact with Mr. Jackson?

A Early in letters, I wrote to him. He asked me to keep in touch with him and let me know how Wade's career was doing, and I did write to him and sent him photographs of Wade's career.

Q Did he write back to you, Mr. Jackson?

A No.

Q He did not?

A No.

Q Did you ever talk to him on the phone during that period of time?

A No, I did not.

Q So, between November of 1987 and January of 1990, the contacts consisted solely of your unilateral communications with Mr. Jackson and no response on the other side?

A That's right.

Q Is that a fair statement?

A Yes.

Q Okay. Mr. Jackson had asked you in Australia in November of 1987 to keep him apprised of your son's

006372 410

1 career; is that correct?

2 A Yes.

3 Q Now, between November of 1987 and January of  
4 1990, what did your son's career consist of? What was he  
5 doing?

6 A Impersonated Michael. He was in a  
7 professional dance company in Australia. He had contracts  
8 with that dance company to perform, and we had our own  
9 production company, and he performed all around Australia.

10 Q And was the dance contest that he won a  
11 contest relative to who could impersonate Mr. Jackson the  
12 best?

13 A Yes. He had to do Bad, uh-huh.

14 Q And part of that was being able to do the  
Moonwalk?

15 A No.

16 Q There was other dances?

17 A Just anything. I mean, originally at five, I  
18 mean he basically was doing very little. He taught himself  
19 after that. By watching Michael's videos, he taught himself  
20 to dance.

21 Q All right. In January of 1990, you and your  
22 family came to the United States, correct?

23 A Yes.

24 Q And when I say "you and your family," you,  
25 your husband --

26 A My parents and my daughter.

27 Q Okay. Your older son did not come to the

006373 411

United States?

A No.

Q And the purpose of the trip in January of 1990 was for your son Wade to perform with a dance company from Australia at two specific locations, correct?

A That's right.

Q One was in Anaheim at Disneyland and the other was in Long Beach?

A That's right, yes.

Q I don't recall if it was the Queen Mary or --

A Spruce Goose.

Q I knew it was one of those.

Now, how long was the total stay in January?

A One month.

Q How long was the tour?

A Two weeks.

Q So the dance company was only to come for two weeks, have two performances and go back to Australia?

A That's right.

Q Now, when you were here in the United States in January of 1990, were you here under tourist visas?

A Yes.

Q What was the extent of the stay that was allowed under those visas?

A The usual visitor's visa was six months.

Q All right. Now, at some point while you were here in January of 1990, did you or somebody in your family attempt to contact Mr. Jackson?

006374 412

1 A Yes. We called his office.

2 Q Okay. When you say "we," did you ever call?

3 A My husband initially made the first call, and  
4 then I followed up.

5 Q All right. And were you eventually able to  
6 make contact with Mr. Jackson?

7 A We spoke to Norma Staikos who -- and told her  
8 that Wade had danced with Michael in Australia, and Michael  
9 had said to us if we ever visited the States to contact him.  
10 And she checked on our story and contacted Michael, and he  
11 remembered Wade and said that he would like to see us again,  
12 and then she set up a meeting.

13 Q Where did that meeting occur?

14 A At Record One.

15 Q Record One?

16 A That's Michael's recording studio.

17 Q Was this before the first two weeks the tour  
18 was over there?

19 A No. This was after the two weeks.

20 Q After the two weeks. So -- and when was it --  
21 was it during the tour, the first two weeks, that you knew  
22 you were going to have an appointment with Mr. Jackson?

23 A We actually didn't find -- the day that the  
24 two had left was the day that we had the final word from  
25 Norma that Michael wanted to see us.

26 Q Had you planned on staying afterwards or going  
27 back with them?

28 A No. We had planned on staying.

006375

413

1 Q So you were going to stay for an entire month  
2 whether you made contact with Mr. Jackson or not?

3 A Yes.

4 Q All right. You met Mr. Jackson at the record  
5 company, and tell us what happened.

6 A We had a meeting with him. He was doing a  
7 photographic shoot at the time, and he included Wade in the  
8 photographic shoot, took some photographs of the family.  
9 Then we sat with him and watched a video of Wade dancing, and  
10 we talked about Wade's career and generally had a friendly  
11 talk. And he invited us to stay at the ranch for the night.

12 Q You say "us." You mean the entire family?

13 A My parents weren't with me. It was my  
14 husband, Chantal and Wade. My parents stayed in Anaheim.

15 Q All right. Now, during the time that the  
16 second -- let's go back.

17 During the first two weeks of the tour, where  
18 did you stay?

19 A At the Grand Hotel in Anaheim.

20 Q That was where everybody associated with the  
21 tour stayed; is that correct?

22 A Yes.

23 Q And the second two weeks after the tour had  
24 ended where did you stay?

25 A We went to the ranch for the first weekend,  
26 and then we went to -- we left and went to the Grand Canyon,  
27 and we toured. We came back to the ranch for the following  
28 weekend. Then my husband and my parents went to San

006376 414



1 Francisco, and Chantal and Wade and myself came to Los  
2 Angeles and stayed with Michael at the Westwood apartment.

3 Q For how long?

4 A For a week.

5 Q For a week. And did you go back out to the  
6 ranch one more time before you left?

7 A No. We left for Australia from there.

8 Q The next occasion that you came to the United  
9 States was in around April or May of 1990, correct?

10 A Yes.

11 Q And how long did you stay on this occasion?

12 A Six weeks.

13 Q And the purpose for coming back in May of  
14 1990?

15 A Wade was doing an L.A. Gear commercial with  
16 Michael.

17 Q And who paid for the trip?

18 A L.A. Gear.

19 Q Who actually came? Just you and Wade?

20 A Yes.

21 Q And they paid for your trip also, correct?

22 A Yes.

23 Q And you stayed at a hotel where?

24 A At the Holiday Inn on Wilshire.

25 Q And that's across the street from Michael  
26 Jackson's condo?

27 A Yes.

Q Now, in relationship to the time that you

006377 415

1 arrived in April or May of 1990, when was the commercial  
2 shot? Like, in the first two weeks or the last week or the  
3 middle; do you recall?

4 A I think it was the middle of May. Within a  
5 couple weeks of arriving.

6 Q And we'll go back into this a little more in  
7 detail, just to give the ladies and gentlemen of the Grand  
8 Jury an idea.

9 On a number of occasions during the six weeks'  
10 period, your son visited Mr. Jackson at the ranch; is that  
11 correct?

12 A Both my son and myself, yes.

13 Q Okay. And some occasions he went by himself?

14 A No, never.

15 Q Never?

16 A No.

17 Q And he went to the condo across the street on  
18 a number of occasions during the six-week tour, correct?

19 A Yes.

20 Q By himself?

21 A I always took him there.

22 Q Yes.

23 A He never, ever went by himself. I sometimes  
24 stayed with him. Sometimes he stayed without me, yes.

25 Q The night?

26 A Yes.

27 Q I believe you estimated during your deposition  
28 that on at least half of the six weeks' time, that he spent

006378<sup>16</sup>

1 the nights with Mr. Jackson; is that correct?

2 A From memory, I would think approximately,  
3 yes.

4 Q All right. Now, again, when you came in May  
5 of 1990, you came on a tourist visa --

6 A Yes.

7 Q -- to go back to Australia.

8 And the next time, as I understand, that you  
9 come is in February of 1991?

10 A Yes.

11 Q Give or take, you know. Could be late  
12 January, early February?

13 A Yes.

14 Q Of 1991?

15 A I think it was February, yes.

16 Q And you came for a week?

17 A Yes.

18 Q And you came for the purpose of your son --  
19 well, why don't you tell us why you came for one week from  
20 Australia.

21 A He came to meet with a choreographer that  
22 Michael wanted him to work with.

23 Q When you arrived, where did you stay?

24 A We stayed at the Sunset Marquis Hotel in West  
25 Hollywood for the first part -- for I think three, four days,  
26 and then we went to the ranch.

27 Q For how long?

28 A I think four days. I think we were three days

006379 417

1 perhaps in West Hollywood and then four days at the ranch.

2 Q And then you went back to Australia?

3 A Yes.

4 Q How many times did you see the choreographer  
5 at the ranch?

6 A Two days in a row; on a Saturday and Sunday he  
7 worked with him.

8 Q Okay. And during the initial stay, during the  
9 first three or four days at the Marquis, you had no contact  
10 with Mr. Jackson, personal contact?

11 A No. Only on the phone.

12 Q I'm sorry?

13 A Just by telephone we spoke to him.

14 Q And that trip was paid for by Mr. Jackson?

15 A Yes.

16 Q For you and your son?

17 A Yes.

18 Q And the hotel room was arranged for by  
19 Mr. Jackson?

20 A Yes.

21 Q And was paid for by Mr. Jackson?

22 A Yes.

23 Q The next time that you come to -- by the way,  
24 that's a tourist visa again in February of 1991?

25 A Yes.

26 Q And then in September of 1991, you come to the  
27 United States again?

28 A Yes.

006330 418

1 Q On a tourist visa, correct?  
2 A Yes.  
3 Q And on this occasion, who comes? You and  
4 Wade?  
5 A And Chantal.  
6 Q And Chantal, your daughter?  
7 A Yes.  
8 Q At the time you came in September of 1991, did  
9 you intend to return to Australia?  
10 A We were hoping not to. We were hoping to be  
11 able to stay.  
12 Q In the United States?  
13 A We weren't sure. Yes.  
14 Q And your husband did not come to the United  
15 States?  
16 A No.  
17 Q And you knew that he was not going to come to  
18 the United States?  
19 A That's correct.  
20 Q Now, let me go back. By the way, I assume  
21 that you still have your passport; is that correct?  
22 A Yes.  
23 Q And your passport would contain the exact  
24 dates of your exit and entry into the country with the stamps  
25 on it?  
26 A Yes.  
27 Q Would you be able -- willing to provide that  
28 rather than come back and just arrange that through your

006381 419

1 lawyer?

2 A Yes.

3 Q I appreciate that. Thank you.

4 When you were in Australia before you came to  
5 the United States in September of 1991, were you employed?

6 A Yes.

7 Q What did you do?

8 A I worked as a consultant for a hosiery  
9 company.

10 Q A hosiery company?

11 A Yes.

12 Q Socks, women's socks?

13 A Yes, yes.

14 Q Nylons, that kind of stuff?

15 A Uh-huh.

16 Q How long had you done that?

17 A Five years.

18 Q And prior to that, had you been employed?

19 A We were in business. I worked with my  
20 husband, and we had our own business.

21 Q Is that the same business that he has today?

22 A No.

23 Q What kind of business is he in today?

24 A He's not -- he has a ferry. I'm not really  
25 sure. We're separated and I don't really have a lot of  
26 contact. I don't ask him about private business. As far as  
27 I know, he's just starting a new job.

28 Q What was he doing in '91 before you left?

006332 420

1           A       I think we were just finishing up with our  
2 business at that stage. We had retail, fruit and vegetable  
3 stores. He was finishing up with those.

4           Q       Okay. And prior to that had you had any other  
5 jobs?

6           A       Not for a long time. I'd been having my  
7 family.

8           Q       Way back when, what did you do before you had  
9 a family?

10          A       Before I had a family, I worked in a bank as a  
11 computer operator.

12          Q       Have you ever been employed in the medical  
13 field at all?

14          A       No.

15          Q       When you came to America in September of 1991,  
16 at some point you decided to make application to remain  
17 longer than on a tourist visa, correct?

18          A       Yes.

19          Q       And do you remember when that application was  
20 made?

21          A       Almost immediately, around October, I think,  
22 in '91.

23          Q       And what is your present visa status?

24          A       H-1.

25          Q       Which is what?

26          A       Which is -- it's a work permit. It's a  
27 working visa.

28          Q       Allows you to work in the country?

006383 421

1 A Yes.

2 Q And your son Wade's status?

3 A Is the same.

4 Q And your daughter's?

5 A My daughter is H-4 which is she's accompanying  
6 me.

7 Q When you filled out your application to  
8 become -- to get the H-1 status --

9 A Yes.

10 Q -- okay, did you list an occupation from  
11 Australia?

12 A As my son's manager, probably I would think  
13 because I had been -- I was -- also had my own production  
14 company in Australia as well concurrently with the other junk  
15 that I was doing.

16 Q You don't recall listing the former occupation  
17 in Australia as being a registered nurse?

18 A Never.

19 Q Since you came to the United States in  
20 September of 1991, have you been employed?

21 A Yes. I'm working currently.

22 Q Where is that?

23 A Pigment's Cosmetics.

24 Q What do you do?

25 A I'm manager. It's a makeup studio.

26 Q So it's a fixed location and people come to  
27 the studio?

A Yes.

006334 422



1 Q And then you do your thing with them?

2 A Yes.

3 Q How long have you been there?

4 A Since May this year.

5 Q May of 19 -- since May of last year?

6 A 1993, I guess.

7 Q That's okay. And prior to that?

8 A No. I was not employed.

9 Q Not employed. Is your employment, your  
10 present employment, in some way associated with Michael  
11 Jackson?

12 A I'm on loan from MJJ Productions to this  
13 company.

14 Q Okay. So "on loan" means to me that in some  
15 way, you are employed by MJJ Productions?

16 A In theory, my company pays MJJ Productions who  
17 reissues my check.

18 Q Say that again.

19 A My company pays my check to MJJ Productions  
20 who reissues the check to me because I am sponsored by MJJ  
21 Productions. I'm on loan to this company.

22 Q What is the nature of your contract with MJJ  
23 Productions?

24 A I don't have a contract with them. I'm just  
25 sponsored by them into the United States.

26 Q So in essence, Michael Jackson is your sponsor  
27 in the United States?

28 A Yes.

006335 423

1 Q And he's a sponsor for Wade Robson in the  
2 United States?

3 A That's right.

4 Q But there's no money associated with that  
5 sponsorship?

6 A None whatsoever.

7 Q And who arranged for the job? Was that  
8 Mr. Jackson?

9 A No. I got the job myself.

10 Q You got the job yourself?

11 A Yes.

12 Q Why is it they have to reissue the money?

13 A Because of immigration, because of the  
14 sponsorship, I'm legally only allowed to work for MJJ  
15 Productions.

16 Q So to get around this, they pass this cash  
17 back and forth?

18 A Well, it's just in theory out on loan. It's  
19 just the way they legally have to do it.

20 Q Do you personally have any other contracts  
21 with Mr. Jackson or MJJ Productions?

22 A Nothing whatsoever.

23 Q Now, you received, as I understand it from the  
24 deposition, a \$10,000 loan, personal loan, from Mr. Jackson?

25 A In 1992, yes.

26 Q In 1992?

27 A Yes.

28 Q Can you tell us what month in 1992?

006336 424

1 A I think about October 1992. It was towards  
2 the end of the year.

3 Q And could you tell us how the loan came  
4 about?

5 A Well, as long as I'm able to work, Wade -- we  
6 were relying on Wade's career, and Wade was supposed to have  
7 had some work with Michael which was taking a lot longer to  
8 come about, and we were just a little short. We were waiting  
9 for record deals to happen. Things just weren't working as  
10 quickly as we had hoped.

11 So I asked Michael to help us out until we had  
12 the record deals, and I could pay him back.

13 Q So he loaned you \$10,000?

14 A Yes.

15 Q Have you paid him back?

16 A Not yet, no.

17 Q When you came to the United States in 1991,  
18 where did you live?

19 A We lived on Hampton Street in West Hollywood.

20 Q How long did you live there?

21 A 18 months.

22 Q 18 months?

23 A Yes.

24 Q Okay. And who arranged for those lodgings?

25 A I did.

26 Q Mr. Jackson or MJJ Productions had nothing to  
27 do with that?

28 A Nothing whatsoever.

006337425

1 Q And you lived there for how long?  
2 A 18 months.  
3 Q I'm sorry. And then you moved to where?  
4 A To my current address. 828 North Hudson in  
5 Hollywood.  
6 Q And who arranged for those accommodations?  
7 A I did.  
8 Q And Mr. Jackson or MJJ Productions had nothing  
9 to do with that?  
10 A Nothing at all.  
11 Q And they have nothing to do with paying the  
12 rent there?  
13 A Nothing at all.  
14 Q Have you lived at any other place other than  
15 those two since you've been to the United States in 1991?  
16 A When we first arrived, we stayed in the  
17 Oakwood Apartments in west LA which was part of the -- Wade  
18 came initially to work on the Black and White video, and that  
19 was part of the deal. Michael paid for our first month's  
20 accommodation in the Oakwood Apartments.  
21 Q Do you own any -- do you or your son own any  
22 real estate in California?  
23 A No.  
24 Q By that, I mean not just a home but a condo  
25 or --  
26 A Nothing.  
27 Q Your son Wade does not go -- or at least as of  
28 the time of taking the deposition, does not go to school,

006338 426

correct, in the sense of a traditional school setting?

A He has Home Studies.

Q And Home Study is being done by what school?

A Laurel Springs School.

Q That's here in Santa Barbara County?

A Yes.

Q When did he first start going to Home Study?

A At the beginning of the school year. August of last year; '93, yeah.

Q '93? So he started the Home Study about the time the allegations against Mr. Jackson sexually molesting children occurred, correct?

A I guess so.

Q And who arranged for the home tutoring?

A His producers, his record producers.

Q And that would be whom?

A Carey-DeBear.

Q Could you spell that for the reporter?

A C-a-r-e-y, D-e and capital B-e-a-r

Productions.

Q So that's two separate people, I assume?

A It's Carey and DeBear, two people, yes.

Q Mr. Carey and Mr. DeBear or --

A Mister. Both a Mister.

Q Okay. And did Mr. Jackson or MJJ Productions have anything to do with that?

A Nothing at all.

Q Who's paying for that?

006369 427

1 A I am.  
2 Q And how much is it?  
3 A \$35 a month.  
4 Q \$35 a month?  
5 A Yes.  
6 Q For home tutoring? Is that a correspondence  
7 course?  
8 A Yes. It's just a curriculum they send to you,  
9 and I work with him myself.  
10 Q Evidently one of the Grand Jurors knows a lot  
11 more about this than I do.  
12 All right. Let's talk a little bit about --  
13 by the way, the 10,000, did I ask you this? If I did, I  
14 apologize. On the loan, you said the \$10,000 loan, you  
15 haven't repaid it. Is there interest associated with the  
16 repayment?  
17 A Michael has never asked for interest, but when  
18 the time comes to pay it back, I hope to include interest,  
19 yes.  
20 Q But it wasn't something negotiated up front?  
21 A No.  
22 Q All right. Fair enough.  
23 Now, you told us that your son has worked on  
24 several videos with Mr. Jackson.  
25 A Yes.  
26 Q And I believe that one of the videos was  
27 called Black and White?  
28 A Black or White.

006390 428

1 Q Black or White. And that was in September  
2 of '91?

3 A Yes.

4 Q And that was filmed where?

5 A Culver City Studios.

6 Q And there's a video named Jam?

7 A Yes.

8 Q And that was filmed where?

9 A In Chicago.

10 Q When?

11 A May of 1992.

12 Q Okay. And you went to Chicago with your son?

13 A Yes.

14 Q And you met some other people, some other  
15 young children there about your son's age, correct?

16 A There were a lot of children working on the  
17 video.

18 Q One of the people who work or was there that  
19 you saw was Brett Barnes?

20 A Yes.

21 Q What was Mr. Barnes doing there, do you know?

22 A No. He was just visiting with Michael.

23 Q He's a friend of Mr. Jackson?

24 A Yes.

25 Q Jimmy Safechuck, was Mr. Safechuck there?

26 A Yes, he was.

27 Q Was Jonathan Spence there?

28 A No.

006331 429

1 Q Now, was there a third video, Heal the World?

2 A Yes.

3 Q Did your son participate in that video?

4 A Yes.

5 Q When was that?

6 A I think August of 1993, July or August.

7 Q And where was that filmed?

8 A That was filmed out in the desert of  
9 Lancaster.

10 Q All right. And was Jordan Chandler there?

11 A No. No. Michael wasn't involved in that  
12 video at all. There were just hundreds and hundreds of  
13 children.

14 Q So Mr. Jackson wasn't involved, but he  
15 arranged for your son to participate in the video?

16 A Yes.

17 Q And with regard to the other two videos that  
18 you mentioned, it was Mr. Jackson who made the arrangement  
19 for your son to participate in those videos?

20 A Yes.

21 Q And the payment, although it didn't come  
22 directly from Mr. Jackson, came directly from the people who  
23 were paying for the --

24 A Production company.

25 Q In other words, you didn't pay your own way,  
26 and you and your son were paid by another company?

27 A Yes.

8 Q But it was Mr. Jackson who made a selection of

006392 430



1 your son to participate in those three videos?

2 A Yes.

3 Q As I understand, you told us in 1990 he  
4 traveled here to participate in an L.A. Gear commercial, May  
5 of 1990?

6 A Yes.

7 Q And there was at least one or two perhaps  
8 Pepsi commercials made?

9 A Yes, two.

10 Q When were those?

11 A I think August '93. July or August, same  
12 time.

13 Q '93 or '92?

14 A '93. I'm sorry. No, it is '92. I'm sorry.

15 Q And again, was Mr. Jackson who selected him  
16 for those?

17 A I'm not really sure about that. He auditioned  
18 along with everybody else. I don't think Michael chose Wade  
19 for those.

20 Q How much did he get paid for those?

21 A For the Pepsi commercial?

22 Q Sure.

23 A He got paid normal SAG rate which is \$480 a  
24 day.

25 Q And how about the L.A. Gear commercial?

26 A The L.A. Gear commercial he was paid a  
27 thousand dollars a day and --

28 Q For how many days?

006393 431

1 A He only worked one day on that.

2 Q And the videos?

3 A The videos you get \$200 a day.

4 Q Do you recall estimating, during the course of  
5 your deposition, that your son made approximately \$5,500 for  
6 all these videos?

7 A I remember estimating it approximately quickly  
8 at the deposition, yes.

9 Q Do you have reason to believe that that is not  
10 a fair estimate?

11 A I don't think so. I remember Black or White  
12 was \$800. They are very little money. I remember getting a  
13 check for two and a half thousand for a Pepsi commercial. It  
14 wouldn't come to any more than that.

15 Q Any more than \$5,500?

16 A I don't think so.

17 Q I'm not holding you to the dollar and cents.  
18 In the general area, that's what we're talking about.

19 A That's approximate, yes.

20 Q Now, your son Wade recently signed a recording  
21 contract with Mr. Jackson, correct?

22 A No, that's incorrect.

23 Q With his MJJ Productions?

24 A The contract is signed between Carey-DeBear  
25 Productions and MJJ Music. My son has not signed the  
26 contract.

27 Q Okay. Carey and DeBear represent your son?

28 A His producers, yes. The actual contract is

006334 432

1 between the production company and MJJ.

2 Q But the agreement in the contract is for MJJ  
3 Productions to pay X number of dollars and for your son to  
4 cut X number of records, correct? And Carey and DeBear are  
5 just the go-betweens in that?

6 A I don't think so. I haven't even seen the  
7 contract, so I really couldn't tell you what it says. It's  
8 nothing to do with us. We have not signed the contract.

9 Q Your son is not under obligation to make any  
10 records for MJJ Productions?

11 A He has signed a letter of inducement which I'm  
12 really not sure how that works. It means that the record  
13 deal is between MJJ Music and Carey-DeBear. And then there's  
14 a letter of inducement which means a group of two boys make  
15 the records, yes.

16 Q Uh-huh. Now, what does it call for? How many  
17 records?

18 A It's a six-album deal.

19 Q Six albums?

20 A Well, actually, I'm not sure about that  
21 either. He has a six-album production deal with the  
22 production company. I don't think the record deal covers six  
23 albums.

24 Q And how much -- fully performed, how much does  
25 it call for?

26 A There's no set money. There's no money  
27 involved. The only money involved is an advance, an initial  
28 advance. That's the only money.

1 Q Which has been received?

2 A Yeah. Oh, half of it has.

3 Q How much was the advance?

4 A The total advance for the whole production  
5 company was 100,000, 30 percent of which Wade receives, and  
6 he's received 15,000 of that.

7 Q Now, let's go back a little bit and see if we  
8 can get the timing of this contract down a little bit. The  
9 actual agreement between MJJ Productions and Carey and DeBear  
10 occurred in December of 1993, correct?

11 A I think -- I think very early December is when  
12 it was actually signed in the long run, yes. It takes six  
13 months of negotiation.

14 Q Mr. Jackson was out of the country for a  
15 prolonged period of time, correct?

16 A Right, yes.

17 Q And do you recall if he came back in the first  
18 part of December of 1993?

19 A Yes.

20 Q Came back on Friday night?

21 A Yes.

22 Q And then shortly after that, your son was  
23 called by Mr. Jackson, correct?

24 A Yes.

25 Q At 8:00 o'clock at night?

26 A I'm not sure. I wasn't at home at the time.  
27 I was out, and he called me and said Michael had called and  
28 wanted us to visit the ranch.

006396<sup>434</sup>

1 Q It was in the evening hours?  
2 A Yes.  
3 Q And that very same night, Mr. Jackson sent  
4 somebody to pick you and your son up, correct?  
5 A Yes.  
6 Q And you went to the ranch?  
7 A Yes.  
8 Q You were driven there?  
9 A Yes.  
10 Q You got there about 1:30 in the morning?  
11 A I think so.  
12 Q And you saw Mr. Jackson?  
13 A Yes.  
14 Q And you went to the guest quarters, correct?  
15 A No. I slept in the house.  
16 Q Upstairs?  
17 A Yes.  
18 Q In what's called?  
19 A The Rose bedroom.  
20 Q And your son slept with Mr. Jackson?  
21 A He slept in the room, yes.  
22 Q With Mr. Jackson?  
23 A In his suite, yes.  
24 Q His suite. Now, you've been in Mr. Jackson's  
25 room, correct?  
26 A Yes.  
27 Q There's one bed, one king-size bed?  
28 A There's a mezzanine floor upstairs that has

006337

435

1 another bed with one main bed downstairs. The mezzanine has  
2 another bed as well.

3 Q Are you telling us that your son slept  
4 upstairs?

5 A He has on occasion, yes.

6 Q I'm asking you about this particular night.

7 A On that particular night, he slept on a  
8 mattress on the floor.

9 Q You testified in your deposition, did you not,  
10 that on a number of occasions, that your son had slept in the  
11 same bed with Michael Jackson?

12 A That's right.

13 Q Correct?

14 A Yes.

15 Q Now, you were picked up, you are brought up  
16 there, you go to your room, he goes down with Mr. Jackson,  
17 and then you're there how many days? When do you see your  
18 son next, the next morning?

19 A Yes.

20 Q Okay. And then do you leave that day?

21 A No. We were there for two days.

22 Q Okay. And at the end of the two days, you go  
23 back to Los Angeles, correct?

24 A Yes.

25 Q At the end of those two days, the agreement  
26 for the -- to enter into the record deal with MJJ Productions  
27 is finalized, correct?

8 A No. The deal was signed before we went to the

006338 436

1 ranch. The deal was signed prior to our visit.

2 Q To Mr. Jackson?

3 A Yes.

4 Q When was it signed? Do you have the papers?

5 A I looked it up. It was signed on the 6th of  
6 December.

7 Q By Mr. Jackson?

8 A By his record company, by the president of his  
9 record company. My son went into the attorney's office and  
10 signed the inducement letter on the 6th of December.

11 Q Okay. So you -- it's your testimony now that  
12 the contract had already been finalized prior to going up to  
13 the ranch after Mr. Jackson returned to the country?

14 A I testified to that in my deposition. That  
15 has always been the case. The deal was signed before we went  
16 to the ranch.

17 Q Part of the Grand Jury subpoena was for you to  
18 bring all contracts and agreements. Did you bring the  
19 contract?

20 A I don't have one.

21 Q Do you have the letter of inducement?

22 A No.

23 Q You don't have a letter of inducement?

24 A No, I do not.

25 Q Have you ever seen the letter of inducement?

26 A No.

27 Q All right. Where is it?

28 A Carey-DeBear attorneys I guess would have it.

006339

437

1 I think Carey-DeBear would have a copy of the record deal.  
2 It is between them. We are not involved in the record deal.

3 Q You're not involved in a record deal for which  
4 your son is eventually going to make \$30,000?

5 A The record deal is between the production  
6 company. It's the production company's responsibility to  
7 produce the record. The record deal is between them and  
8 MJJ.

9 Q Well, it's in the record company's -- it's in  
10 Mr. Carey and Mr. DeBear's best interests to get your son  
11 there to perform, is it not?

12 A That's right.

13 Q And it's your son's responsibility to get  
14 there to perform to make the \$30,000; is that right?

15 A That's right.

16 Q So you never saw the contract that's going to  
17 make you \$30,000?

18 A No.

19 Q And you've never read the letter of  
20 inducement?

21 A No.

22 Q And it's your testimony here today that you  
23 first learned about that on December the 6th, 1993?

24 A What do you mean, I first learned about it?

25 Q That the contract was finalized.

26 A That's when we -- he -- when we signed it,  
27 yes. That's when my son -- he went to Carey-DeBear's  
28 attorney's office and signed on that day.

006400 438



1 Q On December 6th?  
2 A Yes.  
3 Q Have you read your deposition before you came  
4 here to testify today?

5 A I think I got halfway through it.

6 Q Did you get through the part that dealt with  
7 this contract?

8 A I can't remember.

9 Q Does your son have any other contracts with  
10 Mr. Jackson?

11 A No.

12 Q I'm sorry?

13 A No.

14 Q This is the only one?

15 A Yes.

16 Q Since signing this contract, has your son  
17 received any gifts from Mr. Jackson?

18 A We received a video camera for Christmas as a  
19 family. That's all.

20 Q This last Christmas, 1993?

21 A Yes.

22 Q And that's it?

23 A Yes.

24 Q And the \$15,000 that your son has received as  
25 part of the advance on this letter of inducement, the check  
26 came from whom to you?

27 A From Carey-DeBear Productions.

28 Q And your son's -- I don't know if this is the

006401 439

1 correct word. I'm sure you'll correct me if it isn't. Your  
2 son's partner or teammate in this production is -- there's  
3 two of them; is that correct?

4 A Yes.

5 Q What's his name?

6 A Dewayne Turrington.

7 Q Could you spell that?

8 A D-e-w-a-y-n-e T-u-r-r-i-n-g-t-i-n-e.

9 Q All right. Let's talk a little bit about your  
10 son's career. You came to America in September of 1991 with  
11 your son and your daughter to take up -- to try to take up --  
12 at that time, your intention was to stay here permanently?

13 A Yes.

14 Q And the idea was your son was going to have a  
15 career in the entertainment business; that was the goal?

16 A Yes.

17 Q And he was in essence going to be the support  
18 of the family?

19 A Yes.

20 Q And other than the videos and commercials that  
21 you've already talked about, okay?

22 A Yeah.

23 Q Was your son involved in any other contracts  
24 with anybody?

25 A Yes, he worked a lot. He had agents, and he  
26 did lots of commercials and he did movies, and he worked a  
27 lot during 1992.

28 Q Who was his agents?

006402

440

1 A His dance agent is Bobby Bull Agency.

2 Q Dance agent was?

3 A Bobby Bull agency.

4 Q Okay.

5 A And his theatrical agent is JHR which is  
6 Joseph, Heldrick and Ricks.

7 Q Did he have an agent for recording?

8 A No.

9 Q Did he at some time have an agent by the name  
10 of Cherokee?

11 A Otto and Cherokee. They were his producers  
12 prior to Carey-DeBear.

13 Q And how long were they -- when did that  
14 relationship begin and when did it end?

15 A It began in July of 1992 and finished in  
16 February of '93.

17 Q And why did it end?

18 A Because we weren't happy with the music that  
19 we were producing, and we decided to go with Carey-DeBear.

20 Q Does that fairly translate into the fact that  
21 he wasn't getting a lot of business?

22 A No. It has no relation. He was working and  
23 other things, but it just wasn't working musicwise. We just  
24 didn't like the music they were doing.

25 Q It simply had to do with the music?

26 A It had to do with a separate part of his  
27 career altogether.

28 Q Yet with all of this activity, you still found

006403 441

1 yourself short of money, so you had to ask Mr. Jackson for a  
2 loan, correct?

3 A Yes.

4 Q So your son's career has not at least taken  
5 off to the extent that you thought it would during this  
6 period of time, financially at least?

7 A What happened was that when we originally came  
8 from Australia, Michael had planned to give Wade these  
9 chances with his record company, et cetera. But the record  
10 company has not gotten off the ground. It has not started as  
11 early as it intended to. This deal he had with Sony did not  
12 get going as fast as he had hoped so it left us without  
13 income.

14 Q So when you came to America, it was on the --  
15 with the idea that Mr. Jackson was going to arrange for this  
16 recording deal with your son, with his company, and that  
17 would provide you with the financial support that you  
18 needed?

19 A He had said that he would help us in any way  
20 he could with his record company, his movie company and his  
21 television company, and these are the three deals that he had  
22 organized with Sony which just doesn't get going as early as  
23 what he had anticipated.

24 Q These were personal commitments on the part of  
25 Mr. Jackson made directly to you?

26 A Yes.

27 Q Did your son -- well, let me put it this way.  
28 I think you testified at your deposition at

006404<sup>442</sup>

1 one point your son was -- you actually took your son down on  
2 Venice Beach on weekends with a hat on the street taking in  
3 money imitating Michael Jackson doing the Moonwalk?

4 A He did it one weekend.

5 Q Just one?

6 A Yes.

7 Q And the idea was to try to make money?

8 A No. It was to have him seen. We were looking  
9 for producers. It was to get his name out.

10 Q His name out on Venice Beach?

11 A A lot of people have been discovered on Venice  
12 Beach. That's how we found Otto and Cherokee. That's where  
13 they saw him; and Carey-DeBear, that's where Morgan Carey  
14 first saw him.

15 Q On Venice Beach on the same day?

16 A He did say he saw him the same day, and he was  
17 after me for Wade to work with him, but I continued to say  
18 no.

19 Q Other than Mr. Jackson's production company,  
20 has anybody else offered your son a contract either directly  
21 or through Carey-DeBear's to make records?

22 A When they initially started shopping the deal,  
23 there were other record companies interested, yes.

24 Q But none of those materialized?

25 A We didn't pursue it because MJJ gave us the  
26 best offer.

27 Q And who were the other firms that you shopped  
28 with?

006405<sup>443</sup>

1           A       Well, I didn't do the shopping so I'm not  
2 really sure. I remember that Morgan Carey went to New York,  
3 and he spoke to -- I can't remember the name. I know -- I  
4 think Def Jam were one of them, but I'm not sure. I cannot  
5 really remember. It's a year ago now. But there were two  
6 other companies interested at the time.

7           Q       Did any of those companies ever make offers to  
8 you?

9           A       I think so. Not to me because I wasn't  
10 involved in the negotiation, but they did with Morgan Carey,  
11 yes.

12          Q       But they must have sat down and talked to you  
13 about it.

14          A       No. Because when he came back with what MJJ  
15 offered, they said they couldn't match it.

16          Q       You said that the contract was in negotiations  
17 for some six months?

18          A       Yes.

19          Q       During that period of time, as I understand  
20 your testimony, you had offers from other companies,  
21 correct?

22          A       I think prior to that, prior to the offer  
23 for -- in June when Michael first decided he wanted to sign  
24 the boys was in early June, no later than June. And I think  
25 prior to that, they had just started shopping. We just  
26 finished doing the demo tapes and started shopping them to  
27 other record companies.

28          Q       I think the question was, the offers you had

006406<sup>44</sup>

1 offered.

2 A The offers were prior to June.

3 Q Prior to June?

4 A Yes.

5 Q And you didn't take the offers?

6 A No.

7 Q As counsel just pointed out to me, if you were  
8 shopping him prior to June and you had an offer, at that  
9 point you didn't have anything to compare it with with  
10 Michael Jackson; isn't that correct?

11 A What you do is you take it to several  
12 companies and you start a bidding war, and that's the process  
13 they were going through at that stage.

14 Q When your son was making the commercials, what  
15 was his visa status?

16 A H-1.

17 Q He didn't need to -- H-1 is when you have a  
18 job, right, and a sponsor?

19 A Yes.

20 Q And Mr. Jackson was his sponsor?

21 A Yes.

22 Q Which is the same situation that you had when  
23 you started working?

24 A Exactly.

25 Q Can you tell us how it was that Dewayne and  
26 Wade got together to do the albums?

27 A Carey-DeBear already had two boys who were  
28 working together, and they were unhappy with one of the

445  
006407

1 boys. And they had been searching for another white boy to  
2 fill his place for a while. They had seen Wade on several  
3 occasions, as I said earlier, on Venice Beach and had  
4 approached me several times. I had said no, I wanted him to  
5 remain a solo artist. When they became unhappy with Morgan  
6 and Cherokee, we went and had them listen to the music, and  
7 they liked their music so decided to try it.

8 Q And if the contract was under negotiations for  
9 six months, what was the holdup?

10 A We were holding out for the money we wanted.

11 Q You were holding out for more money?

12 A Yes.

13 Q And it was in December, at least around the  
14 6th, that you first learned that the contract was going to  
15 be?

16 A That was when we actually went in and signed.

17 Q When did you first learn that?

18 A That we learned what?

19 Q When did you first learn that Michael Jackson  
20 Productions had agreed to the price you were asking?

21 A Well, it was backwards and forwards over the  
22 six months. We just kept going backwards, and they were  
23 coming closer to our price, and we were just negotiating over  
24 that complete time. I don't know when we finally agreed.

25 Q Was it close in time to the signatures?

26 A No. It was quite some time before that  
27 because we were in New York prior to that recording.

3 Q All right. When were you in New York?

006408<sup>446</sup>



1 A We were in New York around Thanksgiving, just  
2 prior to Thanksgiving finishing the album and --

3 Q You say you called "him." You called  
4 Mr. Jackson?

5 A No. This was all negotiated through the  
6 label. Michael had nothing to do with the negotiations  
7 whatsoever.

8 Q That wasn't the question I asked. You said in  
9 your testimony, "We were in New York when we called him."

10 Who is him? Did you speak to Mr. Jackson when  
11 you were in New York?

12 A No. I didn't say -- I don't think we called  
13 him. I spoke to the label. I spoke to Jerry Greenberg who  
14 is the president of the label while we were in New York. We  
15 spoke about the negotiations from there.

16 Q So when you were in New York, did you know  
17 that the price had been accepted at that point in time?

18 A No. Actually, I was told we weren't going  
19 ahead with the deal at that stage.

20 Q You weren't going ahead with the deal with  
21 Michael?

22 A Yes.

23 Q And sometime between Thanksgiving and November  
24 of 1993 and December the 6th of 1993, things turned around?

25 A Yes, they must have. We had further  
26 negotiations.

27 Q So it was during that two- or three-week  
28 approximate period of time that things came to a head?

006409 447

1 A Yes.

2 Q As your recollection?

3 A Yes.

4 Q Do you remember when you were -- when you

5 heard they accepted it?

6 A No. I'm sorry, I don't.

7 Q Were you still in New York?

8 A I think we may have been back here. I don't

9 really remember. We were in New York -- only in New York for

10 a week.

11 Q The week after Thanksgiving or the week

12 before?

13 A I'm sorry. I don't remember.

14 Q Okay. All right. Now, let's go back and talk

15 a little bit about your son's relationship with Mr. Jackson.

16 You came here -- just so we get a setting

17 here. You came here with your husband, your children,

18 grandparents in January of 1990 for this two-week Australian

19 dance tour.

20 A Yes.

21 Q Okay. The dance people go back to Australia,

22 you make contact with Mr. Jackson. You go up and visit

23 Mr. Jackson at the ranch, correct?

24 A Yes.

25 Q Now, the first night that you're at the ranch

26 as his guest, where did you and your husband sleep?

27 A In the guest units.

28 Q And where did your son and daughter sleep?

006410448

1 A They slept on the mezzanine floor in Michael's  
2 suite.

3 Q And the next night, your daughter was back  
4 with you?

5 A Yes.

6 Q And your son was with Mr. Jackson?

7 A Yes.

8 Q In that same room?

9 A Yes.

10 Q Now, you say the suite. Did he tell you --  
11 did you ask him where he slept?

12 A No.

13 Q So you don't know whether he slept in the bed  
14 with Mr. Jackson or whether he slept in the bed upstairs?

15 A The first night I know he slept --

16 Q That's with the sister. The second night I'm  
17 talking about.

18 A I've never asked him since then.

19 Q You testified in your deposition, did you not,  
20 that you know your son did sleep in bed with Mr. Jackson on a  
21 number of occasions.

22 A Yes.

23 Q And it was pretty clear from your answers in  
24 the deposition that you knew that that was occurring from  
25 almost the very beginning of the relationship between your  
26 son and Mr. Jackson; isn't that correct?

27 A Yes.

28 Q And during the first stay in January of 1990,

1 was your son given any gifts by Mr. Jackson?

2 A Toys, that type of thing, records, CDs, that  
3 sort of thing, yes.

4 Q Do you recall whether or not he went on any  
5 shopping sprees with Mr. Jackson where he would just take him  
6 into a store and tell him, "You can buy anything you want"?

7 A On that first trip?

8 Q Yes, ma'am.

9 A Yes. He took both my son and my daughter on a  
10 shopping trip.

11 Q And did that?

12 A Yes, in essence.

13 Q Now, in May when you come back, you've already  
14 told us that it's your estimate that approximately half of  
15 the six-week period he spent the nights with Mr. Jackson.

16 A Yes.

17 Q And when we say "spent the night with  
18 Mr. Jackson," there were occasions where you would, as you  
19 said, walk him across the street and leave him off at  
20 Mr. Jackson's door in the condo or take him inside for that  
21 matter. I'm not trying to mince words, but in essence, you  
22 would leave him and go back?

23 A Yes.

24 Q And in that particular condo, have you been in  
25 there more than one occasion?

26 A Yes.

27 Q And you've been in the bedroom there?

28 A Yes.

006412

450

1 Q There's just one bed, right?

2 A Yes.

3 Q And your son slept in the bed?

4 A Sometimes, yes. He had a lot of sleeping

5 bags. Sometimes he slept in sleeping bags.

6 Q You also visited the ranch on a number of

7 occasions during that six-week stay in May.

8 A Yes.

9 Q And when you did that, you would sleep in the

10 Rose room, and your son would sleep with Mr. Jackson?

11 A In Mr. Jackson's room.

12 Q With Mr. Jackson and on some occasions in

13 Mr. Jackson's bed?

14 A As far as I know. As I said, I don't question

15 him on that.

16 Q When is it that you became aware of the fact

17 that Mr. Jackson had an alarm to his room that would alert

18 him to the fact that anybody was attempting to enter?

19 A Right from the very beginning. That's always

20 been there.

21 Q So you knew from the very beginning in January

22 of 1990?

23 A Yes.

24 Q So you knew from the first trip to the ranch

25 in January of 1990, that if your son or anybody was in the

26 room with Mr. Jackson, any outsider was walking down the

27 hallway towards Mr. Jackson's bedroom, that Mr. Jackson and

28 whoever was inside were alerted to the fact that there was

006413<sup>451</sup>

1 somebody coming, correct?

2 A Yes.

3 Q And you also knew -- let me ask you this:  
4 When did you find out that this was Mr. Jackson's habit and  
5 custom to keep his door locked so that anybody coming down  
6 the hall would set off the alarm? And before they could come  
7 in the room, he would have to unlock the door inside?

8 A Right from the beginning. That's always been  
9 the case.

10 Q Did your son tell you that?

11 A No. I found that out from experience.

12 Q Setting the alarm off?

13 A Well, yeah. You hear it as you walk down the  
14 hall and you knock on the door and have to wait for it to be  
15 opened, yes.

16 Q Did you ever ask Mr. Jackson why he needed the  
17 alarm system?

18 A No.

19 Q Did you ever ask Mr. Jackson why he kept the  
20 door locked with your son inside?

21 A No.

22 Q Do you think that was a little unusual?

23 A It never crossed my mind that there was  
24 anything wrong ever.

25 Q Did you ever discuss it with your husband?

26 A No.

27 Q Have you ever discussed it with your husband?

28 A Never.

006414<sup>452</sup>

1 Q Not even to this day?

2 A Never.

3 Q Once the allegations surfaced about Jordan  
4 Chandler and as a potential victim of being molested by  
5 Mr. Jackson, you never discussed that?

6 A You mean the fact of the door being locked,  
7 being locked and the alarm?

8 Q Yes, ma'am.

9 A No. I never discussed it.

10 Q Did you talk to him about the fact that your  
11 son might have possibly been molested behind those doors?

12 A I have never entertained that thought ever.

13 Q Now, in the second visit in May of 1990, do  
14 you recall an incident where you were very upset and were  
15 crying because Mr. Jackson was monopolizing the time, your  
16 son's time?

17 A Yes.

18 Q And it was Mother's Day, right?

19 A Yes.

20 Q And you were upset because he didn't tell you  
21 "Happy Mother's Day"?

22 A Yes.

23 Q In essence, he had been with Michael Jackson  
24 for several days in a row, and you hadn't seen a lot of him?

25 A One day, Mother's Day.

26 Q The Saturday before hadn't he also been with  
27 Mr. Jackson?

28 A We arrived that night. On Saturday, Michael

006415<sup>453</sup>

1 had spent the day with his family. We arrived on the ranch  
2 Saturday night prior to Mother's Day. It was only on the  
3 Sunday I didn't see him, on Mother's Day.

4 Q And did you talk to any of the staff about how  
5 upset you were about that?

6 A I think they saw I was upset and asked about  
7 it, what was wrong, yes.

8 Q Do you remember a conversation with a security  
9 guard about being upset with the fact that Michael was  
10 monopolizing your son, and you weren't seeing him?

11 A No.

12 Q Do you recall talking to a female by the name  
13 of Charly Michaels?

14 A I have spoken to Charly Michaels. I don't  
15 recall that conversation.

16 Q Do you recall talking to any members of the  
17 staff other than security personnel about the same subject?

18 A I can remember one of the housekeepers coming  
19 and bringing me in for lunch and asking -- bringing me a  
20 flower and asking me if I felt okay. I remember that.

21 Q Was that Blanca?

22 A No.

23 Q It was not?

24 A No.

25 Q Was it the Quindoys?

26 A The Quindoys were there. I think it was  
27 Janelle. I actually spoke to that day.

8 Q So is it your testimony, then, that you've

006-116 454



1 never spoken to the Quindoys about being upset about the fact  
2 -- either one of the Quindoys -- about the fact that Michael  
3 Jackson was monopolizing your son, and you weren't getting a  
4 chance to see him?

5 A I'm not saying -- I remember -- the only  
6 person I remember speaking to was Janelle. I know the  
7 Quindoys were there, but I don't remember if I had a  
8 conversation with them.

9 Q But you know who I'm talking about when I talk  
10 about Blanca Francia?

11 A Yes.

12 Q And you don't recall any such conversation  
13 with her?

14 A No. I don't remember her being in there at  
15 all.

16 Q How about on any other occasion?

17 A Talking to Blanca?

18 Q About the fact that you were upset about your  
19 son being -- his time monopolized by Michael Jackson.

20 A I remember one conversation with Blanca, and  
21 that was about her crossing the Mexican border.

22 Q All right. In February of 1991, Mr. Jackson  
23 has you and your son fly from Australia to the United States  
24 for the purpose of him, meaning your son, working with  
25 Mr. Jackson's choreographer, correct?

26 A Yes.

27 Q So you have the event in mind. Now, the  
28 choreographer's name is Bruno Falcon?

006417

455

1 A Falcon, yes.  
2 Q Falcon?  
3 A Yes.  
4 Q And he has a nickname or stage name, street  
5 named called Taco?  
6 A Yes.  
7 Q Now, this is the occasion where you were in  
8 Los Angeles for several days, had no contact personally with  
9 Mr. Jackson, and then you went to the ranch and had some  
10 contact with Mr. Jackson and Taco?  
11 A Yes.  
12 Q Right?  
13 A That's right.  
14 Q Now, the first day -- by the way, while you  
15 were staying there, you were staying where, in the Rose room  
16 or the guest house?  
17 A The Rose bedroom.  
18 Q And your son was with Mr. Jackson at night?  
19 A Yes.  
20 Q I thought you said -- and correct me if I'm  
21 wrong -- but on the first day that you recall there being  
22 some work together was on a Saturday?  
23 A Yes.  
24 Q And where did that occur?  
25 A In the dance room.  
26 Q That's at the movie theater?  
27 A Yes.  
28 Q Do you know Mr. Tucker?

006418 456

1 A Yes.  
2 Q Lee Tucker?  
3 A Yes.  
4 Q Was Mr. Tucker there?  
5 A Not in the dance room, no.  
6 Q Did he open up the door, let everybody in?  
7 A Probably. He usually has the key to it, yes.  
8 I don't remember to be honest, but he probably would have.  
9 Q And did you remain during the dance routine?  
10 A Yes.  
11 Q How long did it last?  
12 A Maybe two hours.  
13 Q And who was present?  
14 A Taco, Michael, Wade and myself.  
15 Q Mr. Jackson remained during the entire time?  
16 A Yes. They videoed it. Wade showed Taco how  
17 he danced, and then Taco taught him some things. And then  
18 they videoed the dancing together. Michael videoed them.  
19 Q So it's your testimony that he didn't just  
20 audition him. He actually taught him some new steps?  
21 A Yes.  
22 Q Do you recall reading in your deposition that  
23 you said that he did not teach him any new steps at that  
24 time?  
25 A No.  
26 Q Is that the only thing they did was look at  
27 how he danced?  
28 A No.

006419 457

1 Q So this happened two days in a row for -- is  
2 that correct?

3 A The following day Wade worked with Taco, and  
4 Michael wasn't there.

5 Q How long did that take?

6 A I think two or three hours.

7 Q Pardon?

8 A Two or three hours the following day.

9 Q In the movie theater again?

10 A Dance room, yes. Michael was in a meeting.

11 Q Now, during this stay in February, were you at  
12 any time back in the Los Angeles area while your son was  
13 alone at the ranch with Mr. Jackson?

14 A No.

15 Q Let me ask you this because I may have this  
16 confused in my mind.

17 There was an incident where you called up and  
18 were frantic because you didn't know where your son was, and  
19 you were trying to locate him. You knew he was with  
20 Mr. Jackson, but you didn't know where, and you called up  
21 Norma Staikos and asked her if she knew where your son was,  
22 and you even thought he had been kidnapped.

23 Do you recall that?

24 A Wade was?

25 Q First, let's talk about when that happened.

26 A That was during the L.A. Gear commercial  
27 six-week stay.

28 Q That was in May of 1990?

006420

458

1 A Yes.

2 Q Okay. Tell us about it.

3 A That was the day we were to leave for  
4 Australia to go home and Wade had been staying with Michael  
5 for a few days. They had been working on the Dangerous  
6 album. He was recording the Dangerous album, just started  
7 recording, and Wade was in the recording studio with him.  
8 And I just hadn't heard from them for a couple of days, and I  
9 was concerned that he wasn't going to make it back for his  
10 plane flight. And I was trying to find out how soon he was  
11 going to be delivered back to me so I could leave for the  
12 airport.

13 Q Where had your son been staying with  
14 Mr. Jackson during that three-day period?

15 A At the Wilshire apartment, the condo.

16 Q So if somebody used the words that you called  
17 up and were frantic and were accusing Michael of kidnapping  
18 your son and keeping him away from you, that wouldn't be  
19 true?

20 A It would be highly exaggerated.

21 Q Were there any other times that you called any  
22 members of the staff inquiring about the whereabouts of your  
23 son because he had been with Mr. Jackson and you couldn't  
24 find him?

25 A No.

26 Q Did you ever recall talking to the Quindoys  
27 about that?

28 A No, I don't.

006421 459

1 Q Now, when I asked you do you recall talking to  
2 the Quindoys about that, by that I mean --

3 A I don't recall it. I really don't. I don't  
4 ever remember calling them about anything.

5 Q Okay. After you came -- let me just go back  
6 and clarify something.

7 You never had any conversation with Mark  
8 Quindoy in May during the six-week stay here about being  
9 upset that you thought Mr. Jackson had kidnapped your son?

10 A Never.

11 MR. SNEDDON: Want to take a break?

12 THE FOREMAN: Can we?

13 MR. SNEDDON: 10 minutes is fine.

14 (Recess taken.)

15 THE FOREMAN: This hearing is now back in session.

16 THE SECRETARY: We're all here.

17 THE FOREMAN: I'll remind you you're still under  
18 oath.

19 Q BY MR. SNEDDON: Ms. Robson, I want to change  
20 gears a little bit, go onto another subject.

21 Do you recall during the course of your  
22 deposition you were asked about whether or not you had ever  
23 met Jordan Chandler's parents?

24 A Yes.

25 Q Okay. And there was at least one occasion  
26 where you had a conversation with Mrs. Chandler, correct?

27 A Yes.

28 Q And where did that occur?

006422 460

1           A     That was at the ranch.  
2           Q     And do you recall when that was?  
3           A     That was late June '93.  
4           Q     And was Jordan Chandler at the ranch at that  
5 time?  
6           A     Yes.  
7           Q     And were his parents, both his mother and his  
8 father?  
9           A     No, just his mother and his sister.  
10          Q     And you were there with your son?  
11          A     With my son and my daughter and a friend from  
12 Australia.  
13          Q     And on the night -- there was at least one  
14 night where both of the families were there, correct?  
15          A     Yes.  
16          Q     And on at least one of the nights, your son  
17 did not spend the night with Michael Jackson but Jordan  
18 Chandler did, correct?  
19          A     That's correct.  
20          Q     And that was the subject of the conversation  
21 between you and Mrs. Chandler the next day?  
22          A     No.  
23          Q     It wasn't? Why don't you tell us what the  
24 conversation was then, please.  
25          A     The conversation was just about the fact that  
26 Michael had favorites with the children. He went through  
27 periods of favoritism and the emotional effect that it has on  
28 the children once they are no longer the favorite.

006423<sup>461</sup>

1 Q But the particular problem was that your son  
2 was a little upset with the fact that Michael Jackson had  
3 taken Jordy Chandler to his room to spend the night alone and  
4 sort of left your son out in the cold, so to speak?

5 A That was never discussed.

6 Q With you and your son?

7 A No.

8 Q Your son was not upset about that?

9 A No.

10 Q You didn't discuss the fact with Mrs. Chandler  
11 that her son would some day not be a special friend some day?

12 A We talked about the fact that the possibility  
13 was there, yes.

14 Q The fact is there were a number of young  
15 children who were, over a period of time, called  
16 Mr. Jackson's special friends, correct?

17 A Yes.

18 Q And one of those was Brett Barnes?

19 A Yes.

20 Q And do you remember the period of time  
21 Mr. Barnes was Mr. Jackson's special friend?

22 A 1992.

23 Q And in 1991, who was it?

24 A Macaulay Culkin.

25 Q And in 1990, it was your son, correct?

26 A Yes.

27 Q And in 1993, it was Jordan Chandler?

28 A Yes.

006424

462



1 Q In 1991, when you came to America in  
2 September, between September of 1991 and July of 1993, okay?  
3 September 1991 to July of 1993, were you and your son ever at  
4 the ranch with Michael Jackson?

5 A No.

6 Q You were at the ranch on about five occasions  
7 but never when Mr. Jackson was present, correct?

8 A That's right.

9 Q And in fact, one of the things that leads you  
10 to say or describe the relationship between Mr. Jackson and  
11 your son as him no longer being a special friend is he didn't  
12 devote as much attention as he did during the very short  
13 period of time; is that not correct?

14 A Correct. That's right.

15 Q Let me go back just a second to clear up a  
16 couple of things.

17 Do you know of any other contracts with music  
18 groups between MJJ Productions and anybody else whereas your  
19 son signed through Carey and DeBear? Is he the only one that  
20 you're aware of?

21 A No. There's another group signed called  
22 Brownstone. That's a girls' group.

23 Q And when was that signed?

24 A Before the boys signed, just a couple months  
25 earlier I think.

26 Q Did you know at the time the negotiations were  
27 going on what that group was paid?

28 A I have never known what they were paid. I

006425

463

1 know they got a lot bigger deal than the boys got.

2 Q Other than the \$15,000 advance that you told  
3 us about, in the last six months have you received any other  
4 large payments of money from Mr. Jackson?

5 A No.

6 Q Or from MJJ Productions?

7 A No.

8 Q Or through any other persons or groups on  
9 behalf of Mr. Jackson?

10 A No.

11 Q Now, you got a \$15,000 advance on the record  
12 agreement, correct?

13 A Yes.

14 Q What did you do with the money?

15 A Lived on it.

16 Q Okay.

17 A I put it into Wade's trust account.

18 Q You put it into Wade's trust account?

19 A Yes.

20 Q And then lived on it?

21 A Yes. It's helped us to live. It's actually  
22 in the account as a \$12,000 check because I had already  
23 borrowed 2,000 against it. And the schooling had been taken  
24 out of it as well.

25 Q Okay. So you gave me some records, some bank  
26 records, and there's a trust account. It's Lynette Joy  
27 Robson, ITF, which is In Trust For, Wade Robson. And it  
28 shows a deposit for \$12,670.16 deposited on December the

006426

464

1 15th, correct?

2 A That's the one, yes.

3 Q That's the check?

4 A Yes.

5 Q You also provided me with a copy of a checking  
6 account in your name only, correct?

7 A Yes.

8 Q And it shows a deposit of \$10,000, also on  
9 December 15th?

10 A That was a loan from Anthony Pellicano.

11 Q It was what?

12 A A loan from Anthony Pellicano.

13 Q Anthony Pellicano, the investigator? Excuse  
14 me. Wait just a second here. Anthony Pellicano, the  
15 investigator who works for Michael Jackson in this case?

16 A Yes. That's in my deposition.

17 Q I beg your pardon?

18 A I talked about that in my deposition.

19 Q Absolutely not, ma'am.

20 A Yes, it is.

21 Q I'm sorry. I wouldn't have missed that.

22 A It absolutely is.

23 Q Let's talk about it. If I missed it, I  
24 apologize. I'll bet you a dollar to a donut it's not.

25 How is it that Anthony Pellicano loaned you  
26 \$10,000 on the same day when you just got \$15,000 for signing  
27 a record contract with MJJ Productions?

28 A It wasn't the same day I had the check. It

1 was weeks before I banked it.

2 Q When was it that you received it?

3 A It was while we were in New York, he offered  
4 to loan me the money. He told me I could not sign the deal  
5 with MJJ Productions at that stage, and I needed an advance  
6 on the money. He said because of the court case and the way  
7 it would appear because of the way you people are trying to  
8 make things appear, he could not allow us to sign a record  
9 deal with Michael Jackson.

10 Q Mr. Pellicano was making these decisions for  
11 Michael Jackson?

12 A Yes.

13 Q Did you ever talk to Mr. Jackson personally  
14 about that?

15 A I did.

16 Q What did he say?

17 A He insisted that the record deal go through.

18 Q And you kept the \$10,000 to boot?

19 A Yes. It's a promissory note, 10 percent  
20 interest, which I'm paying him back.

21 Q This is an additional 10,000 to the 10,000 you  
22 already told us about?

23 A From the advance?

24 Q No, ma'am. Earlier today you told us about a  
25 \$10,000 loan you needed.

26 A From Michael in 1992, yes.

27 Q This is another \$10,000?

28 A Yes.

006-128

466

1 Q So it's really \$20,000?

2 A This is Anthony Pellicano. This has nothing  
3 to do with Michael.

4 Q Well, you told us you talked to Mr. Jackson.

5 A I talked to Mr. Jackson about the fact Anthony  
6 Pellicano would not allow me to sign the record deal, allow  
7 us to sign the record deal. Michael insisted that the record  
8 deal go ahead.

9 Q And it was your understanding this was  
10 Mr. Pellicano's \$10,000?

11 A It is. Michael knows nothing about it.  
12 Michael does not know I have this fund.

13 Q You knew at the time that Mr. Pellicano talked  
14 to you that Mr. Pellicano represents Mr. Jackson; isn't that  
15 correct?

16 A Yes.

17 Q He was his hired gun; isn't that correct?

18 A He's an investigator, yes.

19 Q Yes. But I mean, at the time of these sexual  
20 allegations, who was on TV defending Mr. Jackson nightly? It  
21 was Anthony Pellicano, was it not? Excuse me, ma'am. I'm  
22 getting to your state of mind, your state of mind. In  
23 reality, you knew that the person you were dealing with was  
24 the lead spokesman for the Michael Jackson defense; isn't  
25 that correct?

26 A Yes.

27 Q All right. Is there any other money  
28 Mr. Pellicano gave you?

006429 467

1 A No.

2 Q Was there any other money that you received

3 from anyone associated with the Michael Jackson camp?

4 A No.

5 Q That you had reason to believe that was

6 employed by Mr. Jackson's camp?

7 A No.

8 Q Did you ever receive any money from any

9 lawyers representing Mr. Jackson?

10 A Absolutely not.

11 Q Have you ever talked to Mr. Cochran, Johnnie

12 Cochran?

13 A No.

14 Q Have you ever talked to Mr. Steve Cochran?

15 A No.

16 Q Have you ever talked to Howard Weitzman?

17 A Yes.

18 Q Have you talked to Mr. Weitzman about this

19 case?

20 A Yes.

21 Q Did Mr. Weitzman interview you about this

22 case?

23 A No. He was present when we did television

24 interviews when the case first broke.

25 Q We'll hopefully get to that.

26 Did Mr. Weitzman -- did you ever discuss with

27 Mr. Weitzman the fact Mr. Pellicano had given you \$10,000?

28 A No.

006430 468

1 Q Other than this conversation that you've  
2 talked about with Mr. Weitzman, the one about the interview  
3 that you did, did you ever have any other conversations with  
4 Mr. Weitzman?

5 A I called him once when I had a call from  
6 Sandra Sutherland to tell him about the phone call I had  
7 had. That's the only other occasion.

8 Q Sandra Sutherland was the investigator hired  
9 by the attorney Mr. Feldman who represented Jordan Chandler  
10 in his lawsuit against Michael Jackson?

11 A Yes.

12 Q When you got approached by an investigator,  
13 first thing you did was call the Michael Jackson  
14 representative, Howard Weitzman, his lawyer?

15 A Yes.

16 Q Did you ever talk to Mrs. Sutherland?

17 A Yes.

18 Q Did you give her a statement?

19 A No.

20 Q Did you call to tell her you wouldn't give a  
21 statement?

22 A She came to my door, and I told her I would  
23 not speak to her.

24 Q Would not speak to her?

25 A Yes.

26 Q Is that what you had been instructed to say to  
27 the Michael Jackson people?

28 A Yes.

006431469

1 Q Was that your own decision?  
2 A No.  
3 Q Did you talk to Mr. Weitzman about what to  
4 say?  
5 A No.  
6 Q Did you talk to him about your rights, what to  
7 say?  
8 A No, no.  
9 Q You know you don't have to talk about that?  
10 A Yes.  
11 Q Why did you call Mr. Weitzman then?  
12 A Because she gave me information that I felt  
13 was incorrect.  
14 Q Let me just ask you a couple questions just to  
15 pin something down a little bit.  
16 The \$10,000 check from Pellicano, at the time  
17 that you received the check, where were you?  
18 A In his office.  
19 Q In Los Angeles?  
20 A Yes.  
21 Q And the time that you were first offered the  
22 \$10,000, you were in New York?  
23 A No. I think I had just come back from New  
24 York.  
25 Q This is the Thanksgiving visit?  
26 A Yes.  
27 Q So right after you got back from New York is  
-8 when you got the offer from Mr. Pellicano for the \$10,000?

006432 470



1           A       What happened was that I had asked for an  
2 advance on the record deal. He was postponing the record  
3 deal indefinitely at that stage. He tried to get an advance  
4 for me, was unable to do it. So he said the only way he  
5 could give me a loan would be out of his own pocket, and he  
6 was prepared to do that, and he gave me a promissory note.

7           Q       How long was it Mr. Pellicano had held up the  
8 finalization of the deal?

9           A       At that stage, it would have been held up a  
10 couple months, but he was holding it up indefinitely while  
11 the case was going on.

12          Q       How long had Mr. Pellicano intervened and held  
13 that transaction up to your personal knowledge?

14          A       At that stage, about a month or so.

15          Q       So since October?

16          A       Yes.

17          Q       And prior to that, it had been held up by the  
18 fact you were in negotiations over the money?

19          A       Yes.

20          Q       So there really wasn't a finalized deal, was  
21 there?

22          A       There was a final deal, not a final figure.  
23 There was a deal. We just hadn't finalized the figure. It  
24 was approximate.

25          Q       I understood that you were out bidding with  
26 other companies for your son's services at this time?

27          A       Earlier on. Once we started negotiating with  
28 MJJ, we didn't pursue any other companies.

006433 471

1 Q And when was that?

2 A Perhaps from August, September, around that  
3 time. I don't really know because I wasn't involved in the  
4 negotiating. Carey-DeBear did the negotiating.

5 Q You get back, you go to Mr. Pellicano's  
6 office?

7 A Yes.

8 Q And he gives you a check for \$10,000?

9 A Yes.

10 Q Do you remember what day of the week that was?

11 A No.

12 Q Was it the first day after Thanksgiving?

13 A I have a date on a promissory note, but I  
14 don't remember what it was.

15 Q Oh. You have a contract or note?

16 A Yes.

17 Q Did you bring that?

18 A No.

19 Q I thought that the subpoena asked you to bring  
20 all contracts and agreements that you had.

21 A My attorney said this didn't relate because it  
22 did not have MJJ. This was between Anthony Pellicano and  
23 myself.

24 Q And you and your attorney determined that  
25 Anthony Pellicano didn't represent Mr. Jackson?

26 A He no longer represents Mr. Jackson.

27 Q He certainly did at the time, though, didn't  
28 he, ma'am?

006434 472

1           A       But the promissory note is between his company  
2 and myself. Michael Jackson's company is not mentioned.

3           MR. SNEDDON: Mr. Foreman, could you direct the  
4 witness to make sure she produces that?

5           THE FOREMAN: Do you have a copy you could provide  
6 the court?

7           THE WITNESS: Yes.

8           MR. SNEDDON: Along with copies of the passport.

9           THE FOREMAN: Right.

10  
11                           EXAMINATION

12 BY MS. WEIS:

13           Q       Mrs. Robson, is there some reason that in your  
14 testimony today, during the course of your testimony today,  
15 when you were specifically asked if you know why all of a  
16 sudden the contract came to fruition, you did not mention any  
17 of these things regarding the loan, the note and that it was  
18 Mr. Jackson who insisted that it had come to fruition? Is  
19 there some reason you didn't mention that before in your  
20 testimony?

21           A       I did mention it in my deposition. I think  
22 you better reread it.

23           Q       I've read your deposition, he's read your  
24 deposition. There's no mention of a loan from Anthony  
25 Pellicano. If you can cite us line and page, we'd be glad to  
26 find it.

27                   I'm asking you today in your testimony, is  
28 there a reason you did not mention, when you were

006435473

1 specifically asked, why all of a sudden the signing of the  
2 contract came about, you made no mention of any of this, and  
3 no mention of the fact earlier today that this was  
4 Mr. Jackson who wanted the contract to be signed?

5 A I don't remember it being brought up, but I  
6 remember talking about my loan from Anthony Pellicano. That  
7 is my memory.

8 Q Talking about it in your testimony today.

9  
10 EXAMINATION

11 BY MR. SNEDDON:

12 Q Were you perhaps -- maybe the problem is, were  
13 you interviewed by an investigator prior to your deposition?

14 A Yes.

15 Q And who was that?

16 A I was interviewed by Anthony Pellicano and  
17 Eric Mason.

18 Q Together?

19 A No.

20 Q Separate times?

21 A Yes.

22 Q So you've been interviewed at least twice?

23 A Several times.

24 Q Several times. How many times by  
25 Mr. Pellicano?

26 A Several times.

27 Q All right. We've been around that base once.  
28 Let's try one more time. How many? More than six?

006436 474

1 A No.

2 Q More than three?

3 A I can remember three, maybe four occasions.

4 Q And all of these occurred since the sexual

5 allegations have arisen against Mr. Jackson?

6 A I spoke to Anthony Pellicano once 18 months

7 earlier.

8 Q About the same subject matter?

9 A Yes.

10 Q In other words, Mr. Pellicano was asking you

11 about whether or not there was -- whether you had determined

12 there was anything going on between your son and Michael

13 Jackson?

14 A No. It was concerning the accusations from

15 Victor Patruce. He approached me on them, and I reported

16 them to Michael's office who in turn asked Anthony Pellicano

17 to speak to me about it.

18 Q Mr. Gutierrez is a reporter; he alleged to you

19 he was a reporter?

20 A He said he was, yes.

21 Q He represented to you he was a reporter?

22 A Yes.

23 Q And he represented to you back in 1992 that he

24 had information that your son had been molested by Michael

25 Jackson, correct?

26 A No. He said he had allegations from other

27 children's parents, and that he suspected that my son was

28 involved.

006437 475

1 Q And when you received that information, you  
2 called Mr. Pellicano?

3 A I called MJJ Productions who put me in touch  
4 with Anthony Pellicano.

5 Q And Mr. Pellicano then interviewed you?

6 A On the telephone only.

7 Q Did he ask you whether or not you thought your  
8 son was being molested by Mr. Jackson?

9 A No.

10 Q After that conversation with Mr. Gutierrez,  
11 did you ask your son whether anything had happened between he  
12 and Mr. Jackson?

13 A No.

14 Q Okay. So we have one conversation that  
15 predated the Jordan Chandler allegation of molestation.

16 How many conversations -- how many times have  
17 you been interviewed by Mr. Pellicano after the fact that  
18 Jordan Chandler came out and accused Mr. Jackson of molesting  
19 him, which is around August of 1993?

20 A I think four.

21 Q Were these tape-recorded?

22 A One was.

23 Q In Mr. Pellicano's office?

24 A Yes.

25 Q And you know it was tape-recorded because  
26 there was a recorder out on the desk or the table?

27 A Yes.

28 Q How long did that conversation last?

006438

476

1           A     About 30 minutes, I guess.

2           Q     Was this conversation prior to your going on  
3 national TV with your son and making a defense for Michael  
4 Jackson?

5           A     Yes.

6           Q     Was this the first time you were interviewed  
7 by Mr. Pellicano prior to going on national TV and defending  
8 Mr. Jackson?

9           A     No. He had come to our house earlier and  
10 interviewed us.

11          Q     How long did that conversation last?

12          A     A couple of hours.

13          Q     And this was the conversation that occurred  
14 after the Los Angeles Police Department had visited your  
15 house, correct?

16          A     Yes.

17          Q     The Los Angeles Police Department came out,  
18 and they wanted to talk to you, your son, and after 15  
19 minutes, you terminated the conversation, correct?

20          A     That's right.

21          Q     And you wouldn't let them talk to him anymore?

22          A     That's right.

23          Q     And you spent two hours with Mr. Pellicano at  
24 your house?

25          A     Yes.

26          Q     And you're certain that that wasn't  
27 tape-recorded?

28          A     Positive.

006439<sup>477</sup>

1 Q At least to your knowledge it wasn't.

2 A Yes.

3 Q Then you go to Mr. Pellicano's office, you  
4 have another one which is tape-recorded, lasted about a half  
5 hour, and then you go on national TV, right?

6 A Yes.

7 Q Let's go back to the hour, two-hour  
8 conversations that occurred. That conversation occurred  
9 after your contact -- after you had been contacted by the Los  
10 Angeles Police Department and after the Jordan Chandler  
11 allegations had surfaced; isn't that correct?

12 A Yes.

13 Q So you knew at that time that there was at  
14 least one male child victim about the same age of your son  
15 who had alleged that Michael Jackson had molested him,  
16 correct?

17 A Yes.

18 Q Now, did you at that point discuss with your  
19 son whether or not anything had happened?

20 A I said to him, "I have to ask you these  
21 questions, because as a mother, I have to ask you."

22 Q Uh-huh.

23 A "Has Michael in any way ever touched you  
24 inappropriately?" And he said, "Absolutely not. Never."

25 Q Now, you had heard from Mr. Gutierrez back  
26 in '92 that there were other potential victims or alleged  
27 victims, correct?

28 A Yes.

006-440 478



1 Q You knew that Jordan Chandler had now made  
2 public allegations against Mr. Jackson, you knew that your  
3 son had spent substantial periods of time with Mr. Jackson  
4 sleeping with him in his bed?

5 A Yes.

6 Q Did you ever consult with an expert in the  
7 field to determine about what would be the best way to  
8 approach your son as to whether or not he had been  
9 victimized?

10 A No, because I never, ever had any reservations  
11 about whether anything had happened. I know Michael very  
12 well.

13 Q Okay. The answer to the question is, you  
14 never, then, consulted an expert in the field as to how the  
15 proper way to approach a child on behalf of the parent would  
16 be as to whether or not anything had ever happened?

17 A No.

18 Q Are you aware of the fact that it was very  
19 common for children to lie to their parents when asked about  
20 something like that because of the relationship with the  
21 parent?

22 A Yes.

23 Q And you know it's usually a third person that  
24 they usually disclose to?

25 A I am.

26 Q Were you aware -- and you still didn't ask an  
27 expert about how to handle it?

28 A My son and I had had a very close

1 relationship. If anything had happened, I would know about  
2 it.

3 Q Would you change your opinion if there were  
4 witnesses who said they saw your son molested by Michael  
5 Jackson? Would that change your opinion?

6 A No.

7 Q It wouldn't?

8 A No. They're lying. I know my son, and I know  
9 Michael.

10 Q Would it change your opinion if they had  
11 photographs of your son naked?

12 A They don't. They do not exist.

13 Q That's not the question. I said, would it  
14 change your opinion if they had photographs of your son naked  
in Michael Jackson's bedroom?

15 A There are none.

16 Q Ma'am, that's not the question I asked. I'm  
17 asking you a fair question.

18 A That is not a fair question because they do  
19 not exist.

20 Q Assume they do.

21 A I can't assume they do. I know they don't.  
22 That's not a fair question.

23 Q If they existed, would that cause you to think  
24 maybe you made a big mistake?

25 A They don't exist. I have no reason to even  
26 think that.

27 Q What if I do have reason to believe that they

1 do? Would it change your opinion if I walked in here and  
2 showed you a photograph of your son in the bed naked?

3 A No.

4 Q It wouldn't?

5 A No.

6 Q What do you think, I manufactured the  
7 photograph?

8 A I know you don't have one.

9 Q All right. You worked under this arrangement  
10 to sort of get around the Immigration and Naturalization  
11 requirements that you have a sponsor when you come to  
12 America. You work for a cosmetic firm, the cosmetic firm  
13 pays Michael Jackson, MJJ, and they issue you a check.

14 How much do you make?

15 A I make 1200 a month.

16 Q And how many days a week do you work?

17 A Five.

18 Q Eight hours a day?

19 A Nine.

20 Q Nine hours a day, five days a week?

21 A Yes.

22 Q At this Pigment place?

23 A Yes.

24 Q And are you issued through MJJ Productions,  
25 like, a car to use?

26 A No.

27 Q How about credit card?

28 A Nothing.

1 Q Any other benefits?  
2 A Nothing.  
3 Q Do they pay medical?  
4 A Nothing. I don't have any.  
5 Q When you came into the country, MJJ  
6 Productions, but more specifically Michael Jackson, was your  
7 sponsor, correct?  
8 A Right.  
9 Q Does Mr. Jackson, to your knowledge, intervene  
10 with immigration on your behalf?  
11 A No.  
12 Q Never?  
13 A Never.  
14 Q Have you ever had any conversation about  
15 asking him to pull some connections with immigration to --  
16 A Never. I paid my own attorney. I went  
17 legally through an immigration attorney.  
18 Q Who was that?  
19 A Ralph Ehrenpreis.  
20 Q Where is Mr. Ehrenpreis?  
21 A Century Park East.  
22 Q When did you pay him? I'm just talking the  
23 time frame we're talking about.  
24 A Back in 1991.  
25 Q When you first got here?  
26 A When we got the visas, yes.  
27 Q How did you find Mr. Ehrenpreis?  
28 A I was referred through MJJ.

008-11 482

1 Q And did you pay him with your own money, or  
2 did MJJ Productions --

3 A Yes, I did.

4 Q Did it ever occur to you that if your son was  
5 involved in a situation with Mr. Jackson where he had been  
6 molested under the circumstances that have occurred here,  
7 that he might not be eligible for citizenship here?

8 A No.

9 Q That never crossed your mind --

10 A No.

11 Q -- as a consideration?

12 A No.

13 Q I think we got sidetracked here. I want to go  
14 back. You talked to Mr. Pellicano for an hour and a half,  
15 two hours. You talked to him for 30 minutes, you did a  
16 national TV -- or you and your son and I believe your  
17 daughter went on TV and said Michael Jackson didn't do  
18 anything. And then as I understand, Mr. Pellicano  
19 interviewed you again after that national TV interview?

20 A Yes. He had -- I think he came -- I think the  
21 day that we picked up the check, he talked to Wade again that  
22 day.

23 Q The \$10,000 check?

24 A Yeah.

25 Q He talked to Wade again?

26 A Yes.

27 Q In your presence?

28 A No.

006445

483

1 decision whether I was to continue to speak to him or speak  
2 to Michael's attorneys because he was no longer working on  
3 the case.

4 Q And anything else said during that  
5 conversation?

6 A No.

7 Q Now, after that, you were interviewed by  
8 Mr. Mason?

9 A Yes.

10 Q And how many times?

11 A Just the once, I think.

12 Q How long did that last?

13 A A couple of hours.

14 Q When I say you were interviewed, was it you or  
15 was it you and your son?

16 A Mostly me. He did include Wade towards the  
17 end of the conversation.

18 Q Were both of you in the room during the entire  
19 time together?

20 A No.

21 Q So you were in there for a while, and Wade was  
22 called in and he talked to Wade?

23 A Yes.

24 Q Break it up for us if you can. How long with  
25 you and how long with Wade?

26 A I would say maybe one -- one and a half hours  
27 with me and 30 minutes with Wade.

28 Q What did he talk about when he talked an hour

006446

485

1 and a half with you?

2 A The same type of thing that we've been talking  
3 about all the way through; the sleeping arrangements, the  
4 allegations from this Victor -- the same type of thing we've  
5 been talking about, going over everything, reinforcing  
6 everything.

7 Q Did you tell him Anthony Pellicano had given  
8 you \$10,000?

9 A Yes.

10 Q When did that interview take place, the one  
11 with Mr. Mason after the new year?

12 A I'm not sure. I'm sorry. I can't remember.  
13 Whenever he took over. It was very early from when he took  
14 over for Mr. Pellicano because I can't remember when it was.  
15 I'm sorry.

16 Q Where did it occur?

17 A At my house.

18 Q Was there anybody else present besides you and  
19 Mr. Mason and then your son?

20 A No.

21 Q No lawyers?

22 A No.

23 Q Have you ever spoken to any other lawyers  
24 other than the one you told us about with Mr. Weitzman?

25 A No.

26 Q Never spoke to Mr. Cochran?

27 A No.

28 Q Either Cochran, Steve or Johnnie?

006447 486

1 A No.  
2 Q How about Mr. Douglas, Carl Douglas?  
3 A Only at the deposition. I met him there.  
4 I've never actually had a conversation with him.  
5 Q He represented you at the deposition?  
6 A No.  
7 Q Ms. Triffo?  
8 A Ms. Triffo.  
9

10 EXAMINATION

11 BY MS. WEIS:

12 Q Mrs. Robson, I just want to get a couple  
13 things straight. You indicated that you first brought up  
14 this subject of getting an advance in October with  
15 Mr. Pellicano; is that correct?

16 A If that's when Thanksgiving is.

17 Q Thanksgiving is November.

18 A November? Well, that's --

19 Q You said something about October in your  
20 testimony.

21 A Yeah. I mean, I'm not American so I have  
22 trouble with when things are. Thanksgiving I'm not used to.  
23 I know it was around Thanksgiving. I'm not sure exactly at  
24 the time. I know we were in New York around Thanksgiving  
25 when I came back from New York.

26 Q But when had you first started dealing with  
27 Mr. Pellicano on this issue?

28 A Then, because it was then that he said that he

006448 487



1 would not allow -- he couldn't allow the record deal to go  
2 ahead at that stage.

3 Q And that was the first time you found out that  
4 he was the one that was stopping the record deal from going  
5 ahead?

6 A When I was in New York, I found that out,  
7 yes.

8 Q How did you find that out?

9 A He called me in New York.

10 Q And are you stating that you felt that this  
11 \$10,000 in no way came from Michael Jackson?

12 A Absolutely not.

13 Q Did you fear Mr. Pellicano?

14 A I know I said that at some stage in my  
15 deposition. I think what I said was that the allegations  
16 that were out there about him at some stage made me feel  
17 threatened by him initially until I got to know him, but no.

18 Q So at one point in time, in fact in October of  
19 1993, your state of mind was that you were afraid of  
20 Mr. Pellicano; is that correct?

21 A No. That's not correct.

22 Q Well, did you state at your deposition that  
23 you did an interview with Mr. Graham for a newspaper in  
24 England called Today? Do you remember talking about that at  
25 your deposition?

26 A I remember saying that. I did say to him that  
27 what was -- there was an investor doing some research on  
28 Anthony Pellicano at the time and saying some pretty terrible

006449<sup>488</sup>

1 things about him which did frighten me when I heard the  
2 allegations. That's what I said.

3 Q Did you tell Mr. Graham under oath that you  
4 were afraid of Mr. Pellicano?

5 A If I said that, that was what I meant. I was  
6 frightened of what I had heard about the allegations. Once I  
7 got to know Anthony Pellicano, I had no reason to fear him.

8 Q How are you making the payments to  
9 Mr. Pellicano?

10 A I will make the payments to him when we have  
11 the money from the record deal, and I have 12 months to repay  
12 him.

13 Q You, in fact, have at least \$12,000 by virtue  
14 of that record deal at this time, don't you?

15 A Not anymore.

16 Q Where did that money go?

17 A We have used it in other things. I had other  
18 loans I needed to -- I've been borrowing from people in  
19 Australia since I've been here to survive.

20 Q So you haven't paid Mr. Pellicano a cent?

21 A That's right.

22 Q Thank you.

23  
24 EXAMINATION

25 BY MR. SNEDDON:

26 Q Let me describe an incident to you and see if  
27 this sounds familiar to you. Back in May of 1990, that's a  
28 trip when you came to California, okay?

006450 489

1           A     Yes.

2           Q     Do you recall an incident where you drove

3     Mr. Jackson and Wade from the ranch, Neverland ranch, to Los

4     Angeles in Mr. Jackson's white Bentley?

5           A     Yes.

6           Q     So that did happen?

7           A     Yes.

8           Q     On more than one occasion?

9           A     No, just one.

10          Q     Okay. And they dropped you off in Los Angeles

11     and took the Bentley back to the ranch, correct?

12          A     No.

13          Q     Okay. Tell me what happened.

14          A     We drove to his apartment in Los Angeles, and

15     we all stayed there.

16          Q     For the rest of the stay?

17          A     That was during the time when we were at the

18     Holiday Inn. We had the weekend at the ranch. We came back

19     to Los Angeles, and Michael went back to work that week.

20          Q     Okay. And after that, after you drove back

21     down to LA in the white Bentley, after that, not particularly

22     that day but at some point in time, did your son and

23     Mr. Jackson go back up to the ranch?

24          A     No, never.

25          Q     So there was never a situation where about

26     4:00 a.m. in the morning, you called the Quindoys at the

27     ranch from the Holiday Inn and were crying and asking where

28     Wade was?

006451<sup>490</sup>

1           A       Never. My son has never been to the ranch  
2 without me up until this year.

3           Q       And how about Mark Quindoy? You know who  
4 Mr. Quindoy is, correct?

5           A       Yes.

6           Q       And did you ever talk to Mr. Quindoy on the  
7 phone or in the early morning hours inquiring where your son  
8 was?

9           A       Never.

10          Q       So in that particular month and year, it's  
11 never happened in any month or any year?

12          A       Never happened any year.

13          Q       All right.

14                 We promised everybody we'd be out of here by  
15 4:00 o'clock. Would you be willing to allow investigators  
16 from the sheriff's department in Santa Barbara and the police  
17 department in Los Angeles to interview your son?

18          A       I don't really want to put him through this.  
19 Is it really necessary? He's been through a lot. He has  
20 nothing to tell them. He's told them over and over again  
21 nothing has ever happened.

22          Q       Them, meaning Mr. Jackson's people?

23          A       Sorry?

24          Q       Them, meaning Mr. Jackson's people?

25          A       He has spoken to people from LAPD twice. He's  
26 spoken to you and told you that nothing ever happened.

27          MS. WEIS: Indicating Detective Sicard?

28          THE WITNESS: Yes. I'm sorry. He told you that,

006452<sup>491</sup>

1 didn't he? Yes. And he's told -- on two occasions, he's  
2 told LAPD that nothing has ever happened. He is not going to  
3 tell you anything different.

4 Q BY MR. SNEDDON: It's your testimony that he's  
5 been interviewed on more than one occasion?

6 A Twice.

7 Q Twice by LAPD?

8 A Yes.

9 MR. SNEDDON: Okay. Here's what we're going to do.  
10 We have people that need to get out of here. We're going to  
11 ask you to get the records the Foreman has asked you to get  
12 for us. We're going to copy the records that you brought  
13 just to make sure you get your records back. We'll keep the  
14 originals and give you the copies. When this is over with --

15 THE WITNESS: I will get the originals back? Can I  
16 have a receipt for those?

17 MR. SNEDDON: Absolutely. We'll inventory every  
18 sheet of paper, and then we're going to put you on call. You  
19 may be recalled at a later point. I'll make arrangements  
20 with you and your lawyer. You're not planning on leaving the  
21 country in the next six months or so?

22 THE WITNESS: I hope not.

23 MR. SNEDDON: Good. Thanks.

24 THE WITNESS: Thank you.

25 THE FOREMAN: Before you go, I have an admonition.

26 You are admonished not to discuss or impart at  
27 any time outside this jury room the questions that have been  
28 asked of you in regard to this matter or your answers until

006453 492

1 authorized by this Grand Jury or the Court to discuss or  
2 impart such matters. You will understand that a violation of  
3 these instructions on your part may be the basis for a charge  
4 against you of contempt of court. This admonition, of  
5 course, does not preclude you from discussing your legal  
6 rights with any legally-employed attorney should you feel  
7 that your own personal rights are in any way in jeopardy.

8 Do you understand this?

9 THE WITNESS: Yeah.

10 THE FOREMAN: Thank you.

11 Before you guys leave, the one admonition.

12 The Grand Jurors are admonished that they are  
13 not to form or express any opinions about this case or  
14 discuss it among themselves until the Grand Jury receives the  
15 case for deliberation. In addition, no investigation or  
16 inspection of any evidence should be conducted without the  
17 permission of the Foreperson and on advice of the deputy  
18 district attorney. A violation of this could result in a  
19 charge of contempt against a Grand Juror who would  
20 investigate or view any matter with regard to this case  
21 without the entire body of the Grand Jury.

22 Does everyone understand? Have a good  
23 evening.

24 MR. SNEDDON: We'll start at 9:00 in the morning.

25 THE FOREMAN: Yeah.

26  
27 (Whereupon, the evening adjournment was  
28 taken until 9:00 a.m. of the following day.)

006454 493

# **EXHIBIT 23**

COUNTY OF LOS ANGELES

DEPOSITION OF WADE JEREMY WILLIAM ROBSON,  
at 808 Wilshire Boulevard, Santa Monica, California,  
commencing at 10:03 a.m., Monday, December 12, 2016,  
before SUSAN E. LANSING, CSR No. 6355.



1           DECEMBER 12, 2016, SANTA MONICA, CALIFORNIA

2           THE VIDEOGRAPHER: Good morning. We are on the  
3 record at 10:03 a.m., on December 12th, 2016, for the  
4 videotaped deposition of Mr. Wade Robson. We're taping  
5 this deposition at 808 Wilshire Boulevard, Third Floor,  
6 in the City of Santa Monica, California, 90401, in the  
7 action entitled Wade Robson v. MJJ Productions, Inc., et  
8 al. The case number is BC508502, in the Superior Court  
9 of the State of California, County of Los Angeles.

10           My name is Michael Currie. I'm the video  
11 production specialist with Ben Hyatt Certified  
12 Deposition Reporters in Encino, California. This is  
13 tape one of Volume I.

14           Would counsel and all present please identify  
15 yourselves for the record.

16           MS. KLEINDIENST: Katherine Kleindienst for  
17 defendants.

18           MR. FINALDI: Vince Finaldi, Manly Stewart  
19 Finaldi, for the plaintiff.

20           MR. STEWART: Morgan Stewart, Manly Stewart &  
21 Finaldi, for plaintiff.

22           THE VIDEOGRAPHER: Okay, the court reporter  
23 today is Sue Lansing, also with Ben Hyatt.

24           Ms. Lansing, will you please swear in the  
25 witness.

1           Do you recall obtaining any documents from  
2   mjfacts.com for purposes of this lawsuit?

3           A.    I don't remember.

4           MS. KLEINDIENST:  Go ahead and mark this as  
5   Exhibit 573.

6                       (Deposition Exhibit No. 573  
7                       was marked for identification.)

8           Q.    BY MS. KLEINDIENST:  Again, this is a big  
9   document so I don't want you to read the whole thing  
10   right now, but just look, read enough so that you can  
11   identify the document if you can.

12          A.    Okay.

13                       (Witness peruses exhibit.)

14          Okay.

15          Q.    What is Exhibit 573?

16          A.    This is what started as my writing to just kind  
17   of reprocess my life and the truth of my story with  
18   Michael, and then began to turn into this being a goal,  
19   to turn it into a book.

20          Q.    I notice across the top it says "FOR MY  
21   ATTORNEYS."

22          A.    Uh-huh.

23          Q.    When did you add that?

24                       MR. FINALDI:  Calls for speculation.

25                       THE WITNESS:  I don't remember.

1 Q. BY MS. KLEINDIENST: And if you look at the  
2 last page, I'm not sure if you can but from this page  
3 can you tell whether this is the entire draft of your  
4 book?

5 A. Yeah, I mean, not, not based on reading the  
6 page, because I don't, I mean, I haven't, I haven't  
7 reread any of this stuff since I wrote it, but based on  
8 I know I produced all that there was of the book, you  
9 know.

10 Q. And I think that you maybe testified before  
11 that you stopped working on the book in March of 2013;  
12 is that right? Or April?

13 A. I thought maybe around then, yeah.

14 Q. And have you worked on it at all since then?

15 A. No, I don't believe so.

16 Q. Are you still thinking about publishing a book?

17 A. It's still a possibility. It's not ruled out.

18 Q. Is it something that you're actively pursuing  
19 right now?

20 A. No.

21 Q. I want to go through some of your history with  
22 Michael Jackson.

23 A. Okay.

24 Q. I understand that you first met him in November  
25 of 1987; is that right?

1 I would go to jail when I was 22, I don't remember  
2 specifically thinking that or not.

3 But what I remember in hindsight now is, again,  
4 that fear, not being rational or logical but that same  
5 level of fear being there and that, as we've stated, I  
6 never forgot what happened between Michael and I, the  
7 abuse, but I did not have any understanding that it was  
8 abuse, that he was, unfortunately, the horrible dude  
9 that he was.

10 I could not -- again, this is me speaking in  
11 hindsight, this is what I know now. I know now that I  
12 could not accept that then. I know now that I could not  
13 accept that then because if I was to, that the whole  
14 story of my life and everything that is intertwined with  
15 my story with Michael, the false story with Michael, my  
16 career, everything, my family, the dynamics of my  
17 family, us moving, was all so intertwined with my story  
18 of Michael that if that would have broken down, my whole  
19 life would have broken down.

20 And I know now that psychologically I wasn't  
21 able to do that. I wasn't ready for that. I couldn't  
22 accept that. So, I didn't understand it as abuse. I  
23 didn't think I had any problem with what happened, with  
24 what Michael Jackson did to me. I didn't think it  
25 bothered me at all. I thought I was fine with it.

1           So, therefore, if I was fine with it and it  
2    didn't bother me, but I had an understanding that if  
3    other people were to find out about it, namely, you  
4    know, official people, D.A., jury, and I had fears my  
5    wife, my friends, my career, you know, people in my  
6    career, that if they -- I still had that fear that if  
7    they were to find out about it, that, you know,  
8    everything in my life would fall apart. But I -- so, it  
9    was like, it didn't bother me I thought, I had no  
10   problem with it, so what was the point. That was how  
11   compartmentalized my emotional perspective towards it  
12   was for me.

13           MS. KLEINDIENST: I'm going to ask the court  
14   reporter to mark this as Exhibit 577.

15                   (Deposition Exhibit No. 577  
16                   was marked for identification.)

17           Q. BY MS. KLEINDIENST: This is a transcript of  
18   your testimony from the 2005 criminal trial; correct?

19           A. It appears to be that way.

20           Q. I'm going to ask you to turn to page 9097. On  
21   line 18 you were asked, "Mr. Robson, did Michael Jackson  
22   ever molest you at any time?" Well, let me hold on for  
23   a second. You understood when you were testifying in  
24   the criminal trial you were testifying under oath and  
25   under penalty of perjury; correct?

1 A. Yes.

2 Q. Okay. On line 18 you're asked, "Mr. Robson,  
3 did Michael Jackson ever molest you at any time?" and  
4 you said, "Absolutely not"; correct?

5 A. Correct.

6 Q. And that was a lie; right?

7 A. That was a lie, yeah.

8 Q. Okay. Will you circle your answer on line 20,  
9 please.

10 MR. FINALDI: You don't have to circle  
11 anything. Don't circle anything.

12 MS. KLEINDIENST: All right, I'll circle it.

13 Q. On line 21 you are asked, "Mr. Robson, did  
14 Michael Jackson ever touch you in a sexual way?" and you  
15 responded, "Never, no"; correct?

16 A. Correct.

17 Q. And that was a lie; correct?

18 A. That was what I had rehearsed with Michael.

19 Q. And you now claim that that was a lie; correct?

20 A. That was not the truth, yeah.

21 Q. On line 24 you were asked, "Mr. Robson, has Mr.  
22 Jackson ever inappropriately touched any part of your  
23 body at any time?"; correct?

24 A. Correct.

25 Q. And your answer was, "No"; correct?

1 A. Correct.

2 Q. And you now claim that that was a lie; correct?

3 A. That was not the truth.

4 Q. Can you turn to page 9100. On line 14 you were  
5 asked, "And at no time has any sexual contact ever  
6 occurred between you and Mr. Jackson, right?" Do you  
7 see that?

8 A. Yes.

9 Q. And your answer was "Never"; correct?

10 A. Yes.

11 Q. And you now claim that that was a lie; correct?

12 A. That was not the truth.

13 Q. On line 17 you were asked, "Have you ever taken  
14 a shower with Mr. Jackson?" and you responded, "No." Do  
15 you see that?

16 A. 17?

17 Q. Yeah, starting on line 17.

18 A. I see that.

19 Q. Do you now claim that was a lie?

20 A. That was not the truth, yeah.

21 Q. Can you turn to page 9101. On line 7 you were  
22 asked, "Did anything inappropriate ever happen in that  
23 Jacuzzi?" Do you see that?

24 A. Yes.

25 Q. And your responses was "No"; correct?

1 A. Correct.

2 Q. And you now claim that that was a lie; correct?

3 A. That was not the truth, yeah.

4 Q. On line 10 you were asked, "Has anything  
5 inappropriate ever happened in any shower with you and  
6 Mr. Jackson?"; correct?

7 A. Correct.

8 Q. And you said, "No. Never been in a shower with  
9 him." Do you see that?

10 A. I see that.

11 Q. You now claim that that was a lie; correct?

12 A. That wasn't the truth.

13 Q. On line 13 you were asked -- never mind. Go  
14 down to line 22. You were asked, "Do you know whether  
15 or not Blanca Francia ever was in a room when you were  
16 with Mr. Jackson?" Was that true?

17 A. Yeah, I see that.

18 Q. Is that true that you said, "Not that I can  
19 remember"?

20 MR. FINALDI: Is it true that he said that at  
21 the time or was it true when he said it?

22 Q. BY MS. KLEINDIENST: Do you see that your  
23 response was, "Not that I can remember"?

24 A. I see that.

25 Q. Is that true?



1           A.    Is that true that I said that or is that true  
2   that statement?

3           Q.    Do you remember Blanca Francia ever being in  
4   the room when you were with Mr. Jackson?

5           A.    I don't remember, no.  Very possible that she  
6   was but I don't remember.

7           Q.    Turn to 9104.  On line 10 you were asked, "Mr.  
8   Robson, has anyone told you what to say in this  
9   courtroom today?"  Do you see that?

10          A.    Yes.

11          Q.    And your responses was "No."  Do you see that?

12          A.    I see that.

13          Q.    Do you now claim that's a lie?

14          A.    That's not the truth.

15          Q.    On line 13 you were asked, "Is everything  
16   you've said the complete and honest truth?"  Do you see  
17   that?

18          A.    Yes.

19          Q.    And your response was "Yes"; right?

20          A.    Yes.

21          Q.    You now claim that was a lie; right?

22          A.    Yeah, that was not the truth.

23          Q.    On line 16 you were asked, "Did Mr. Jackson  
24   ever do anything wrong with you?"  Do you see that?

25          A.    Yep.

1 Q. And your response is "No." Do you see that?

2 A. Yes.

3 Q. And you now claim that was a lie; correct?

4 A. That was not the truth.

5 Q. Can you turn to page 91, 9112. On line 20 you  
6 were asked, "Was there ever an occasion where you were  
7 on the dance floor with Mr. Jackson and he was showing  
8 you a routine and he grabbed your crotch in a manner  
9 similar to how he would grab his own crotch while doing  
10 those performances?" Do you see that?

11 A. Yeah.

12 Q. And you testified, "No, that's not true." Do  
13 you see that?

14 A. Yes.

15 Q. Is that true that he, that never happened?

16 A. That's not true that that never happened.

17 Q. So, your response at line 25, "No, that's not  
18 true," was a lie?

19 A. That's not the truth, yeah.

20 Q. Can you turn to page 9116. At line 19 you're  
21 asked, "What you're really telling us is nothing  
22 happened while you were awake; isn't that true?" and you  
23 testified, "I'm telling you that nothing ever happened."  
24 You now claim that was a lie; correct?

25 A. That was not the truth. Anything in here that

1 says I wasn't sexually abused by Michael Jackson was not  
2 the truth.

3 Q. Can you turn to page 9129. On line 5 you were  
4 asked, "Mr. Jackson would periodically kiss you, would  
5 he not?" and you said "No." Do you see that?

6 A. I see that.

7 Q. You now claim that's a lie; correct?

8 A. That's not the truth.

9 Q. On line 12 you were asked if Michael Jackson  
10 would put his hands through your hair and your response  
11 was "No." Do you see that?

12 A. Yeah.

13 Q. You now claim that was a lie; correct?

14 A. Put his hands through my hair. Yeah, that's  
15 not the truth. My answer is not the truth.

16 Q. Line 16 you were asked, "Did he ever kiss you  
17 on the cheek?" and you responded "Yeah." I assume  
18 that's true?

19 A. Yes.

20 Q. Then you were asked at line 18, "Did he ever  
21 kiss you on the lips?" and your response was "No." You  
22 now claim that was a lie; correct?

23 A. That was not the truth.

24 Q. Can you turn to page 9130. On line 27 you were  
25 asked if you remember the last time you slept in his bed

1 and you responded, "The last -- I think it might have  
2 been when I was about 14. It was at a Sheraton Hotel in  
3 Los Angeles." Do you see that?

4 A. I do.

5 Q. You now claim it was at the Hilton Hotel;  
6 correct?

7 A. That's what I remember, the Hilton Hotel.

8 Q. Are you sure?

9 A. That's what I remember.

10 Q. Do you know why you said it was at the  
11 Sheraton?

12 A. I think they're right next to each other, so, I  
13 think I just got confused between which one it was. And  
14 right now I remember that it was the glass, the tall  
15 glass building, which I'm pretty sure is the Hilton.  
16 Like, it's mostly all glass.

17 Q. If you look at the bottom of page 9131, at line  
18 27 you were asked, "On the occasions that you stayed in  
19 bed with Mr. Jackson, would you ever cuddle in bed?" and  
20 your response at the top of page 9132 was "No." Do you  
21 see that?

22 A. Yeah.

23 Q. You now claim that that was a lie; correct?

24 A. That is a lie.

25 Q. Then you were asked on line 2, "Would you lie

1 next to one another?" and you responded "No." You now  
2 claim that that was a lie; correct?

3 A. I just see how well he trained me, how diligent  
4 I was in this testimony, but that "Would you lie next to  
5 one another?" my answer is not the truth in this  
6 testimony.

7 Q. You were asked at line 4 "Would you touch?" and  
8 you responded "No." You now claim that was a lie;  
9 correct?

10 A. That's not the truth.

11 Q. Can you turn to page 9133. At line 4 you were  
12 asked, "Did Mr. Jackson ever encourage you to dress like  
13 him?" and you responded "No." Do you now claim that was  
14 a lie?

15 A. That's not the truth. I remember, I remember a  
16 story about that, about him encouraging me to dress like  
17 him, that it was after, I don't know, maybe within a  
18 year of the January 1990 meeting and coming back to  
19 visit him. And I had, before that I always dressed like  
20 him in general and when I was around him. And when I  
21 came back to visit him this time, me and my mother, I  
22 had gotten into some other hip hop stuff or whatever and  
23 I was -- long story short, I wasn't dressed like him at  
24 all.

25 And I remember him being really kind of awkward

1 and uncomfortable and cold towards the way I was  
2 dressed. And that night we went to bed, and I'm sure  
3 abuse happened, as it did every night we were together,  
4 and the next morning I woke up and I remember this  
5 feeling of just, like, you know, like I was in trouble  
6 with him. So I pulled my sideburns back down from  
7 behind me ear and got dressed in my Michael outfit.

8 Q. In your non-Vanilla Ice outfit?

9 A. Yeah, I think it was MC Hammer, but, yeah.

10 Q. Could you turn to page 9143, please. On line 2  
11 you were asked, "Where else have you been with Mr.  
12 Jackson?" and you said, "Like I said, we covered Las  
13 Vegas. Westwood apartment, Century City apartment.  
14 Sheraton Hotel. He came and stayed at my place once."  
15 And you were asked, "Where was that?" You said, "That  
16 was in Hollywood. It was -- my mother and I had a  
17 condo, and my sister." On line 9 you were asked, "Did  
18 you see Mr. Jackson do anything inappropriate at any of  
19 these locations?" and your response was "No." You now  
20 claim that was a lie; correct?

21 A. That's not the truth.

22 Q. On line 15 you were asked, "Did Mr. Jackson  
23 ever touch you inappropriately in any of these  
24 locations?" and your response was "No." You now claim  
25 that was a lie; correct?

1 from media, them wanting to talk to me, and I didn't  
2 want to talk to anyone. I didn't want to do any  
3 interviews of any kind. And I was really just kind  
4 of -- and it was, you know, they were coming through  
5 Julie, Tony, Bobbi, these people.

6 And I was just trying to push everyone off to  
7 get off my back and leave me alone but they were just  
8 really persistent, like, "If you're not going to do an  
9 interview you've got to do something, you've got to do a  
10 statement or something." So, so I gave into that and I  
11 wrote this.

12 Q. Are you saying that you didn't want to write a  
13 statement?

14 A. No, I didn't. I wasn't ready to. I mean, I  
15 was so -- I was confused. That's really the best word  
16 to describe it at the time. I didn't know how to feel.

17 MR. FINALDI: Take a quick break?

18 MS. KLEINDIENST: Sure. Let's go off the  
19 record.

20 THE VIDEOGRAPHER: The time is 4:28 p.m. and  
21 we're off the record.

22 (A recess was taken.)

23 THE VIDEOGRAPHER: The time is 4:34 p.m. and  
24 we're back on the record.

25 Q. BY MS. KLEINDIENST: We were looking at Exhibit

1 579. The statement that you wrote was, "Michael Jackson  
2 changed the world and more personally, my life forever.  
3 He is the reason I dance, the reason I make music, and  
4 one of the main reasons I believe in the pure goodness  
5 of human kind. He has been a close friend of mine for  
6 20 years. His music, his movement, his personal words  
7 of inspiration and encouragement and his unconditional  
8 love will live inside of me forever. I will miss him  
9 immeasurably, but I know that he is now at peace and  
10 enchanting the heavens with a melody and a moonwalk. I  
11 love you Michael." Is that right?

12 A. That's what I wrote, yeah.

13 MS. KLEINDIENST: I'll ask the court reporter  
14 to mark this as Exhibit 580.

15 (Deposition Exhibit No. 580  
16 was marked for identification.)

17 (Witness peruses exhibit.)

18 THE WITNESS: Okay.

19 Q. BY MS. KLEINDIENST: This is an e-mail that you  
20 wrote to Jeff Thacker on June 26, 2009; correct?

21 A. Yeah.

22 Q. And you mention "show." Is the show that  
23 you're referring to in the last, second-to-last  
24 sentence, or, second-to-last line, you said, "I wanted  
25 to write you now so if you guys are thinking of doing



1 any dance tribute to MJ on the show, I would like it to  
2 be me who does it." Do you see that?

3 A. Yeah.

4 Q. Is the show So You Think You Can Dance?

5 A. Yeah, I believe so.

6 Q. Is Jeff Thacker associated with So You Think  
7 You Can Dance?

8 A. Yeah, he's a producer.

9 It speaks to my compartmentalization at the  
10 time.

11 MS. KLEINDIENST: I'm going to ask the court  
12 reporter to mark this as Exhibit 581.

13 (Deposition Exhibit No. 581  
14 was marked for identification.)

15 Q. BY MS. KLEINDIENST: By the way, before we get  
16 to that, did you have some sort of involvement with So  
17 You Think You Can Dance in June of 2009?

18 A. In June of 2009. Yeah, I believe I was doing  
19 some choreographing some numbers for them then.

20 Q. On an ongoing sort of basis or --

21 A. Yeah. I mean, yeah, I, my involvement with  
22 them goes back to, I believe, 2006 choreographing for  
23 them, but, yeah, at that time I was doing some for that  
24 season, you know.

25 Q. Okay. So, turning to Exhibit 581. This is an

1 e-mail that you sent to yourself on June 28th, 2009;  
2 correct?

3 A. (Witness peruses exhibit.)

4 Looks that way.

5 Q. And the subject line is "Texts from Mj. Part  
6 1"?

7 A. Yes.

8 Q. "Mj" I assume is Michael Jackson?

9 A. I believe so.

10 Q. And is it your understanding that these are  
11 text messages that Michael Jackson had sent to you and  
12 the corresponding dates?

13 A. Let me look over real quick.

14 Yes, I believe these are text messages from  
15 Michael to me.

16 Q. It says "Part 1." Do you know if there was a  
17 Part 2 or 3?

18 A. I don't know. I'm not sure. It's the same  
19 kind of speech.

20 Q. Why did you e-mail these text messages to  
21 yourself on June 28th, 2009?

22 A. I think so, like, not knowing that they would  
23 stay, you know, on my cell phone so just, like, as  
24 making sure I still had a copy of them.

25 MS. KLEINDIENST: Going to ask the court

1           A.   Charles Klapow.  So, I don't know if he was,  
2   you know, the first way that I learned about it, I'm not  
3   sure, but I know I learned some details about it from  
4   him.

5           Q.   Were you upset that -- well, strike that.  
6                Were you invited to the private memorial?

7           A.   I don't believe so.

8           Q.   Were you upset that you were not invited to the  
9   private memorial?

10          A.   Yeah, I was hurt.

11          Q.   Why?

12          A.   Because at that point, you know, I still  
13   thought that we were, that Michael and I were, you know,  
14   were close friends for a very long time, had a long  
15   relationship, that, you know, that I would have been  
16   included in something like that.

17               MS. KLEINDIENST:  I'm going to ask the court  
18   reporter to mark this as Exhibit 585.

19                       (Deposition Exhibit No. 585  
20                       was marked for identification.)

21               MS. KLEINDIENST:  This is an e-mail from you to  
22   Kenny Ortega on July 21st, 2009; correct?

23          A.   July 21st, 2009, yep.

24          Q.   And you say to Kenny Ortega, "I know that you  
25   are working on how to bring Michael's last vision to

1 life in new form." What are you talking about there?

2 A. I don't remember. There was maybe some talks  
3 about there being, like, them doing some version of the  
4 show that they were going to do with Michael, obviously  
5 now without him. Possibly what that was about.

6 Q. Do you know whether Kenny Ortega was involved  
7 in the production or creation of the video This Is It  
8 after Michael passed away?

9 A. The film?

10 Q. Right.

11 A. Yeah, I know that he was involved in that.

12 Q. Do you think that's what you're referring to or  
13 was it something else?

14 MR. FINALDI: Calls for speculation.

15 THE WITNESS: Yeah, I don't know. It would be  
16 as I answered before.

17 MS. KLEINDIENST: I'm going to ask the court  
18 reporter to mark this as Exhibit 586.

19 (Deposition Exhibit No. 586  
20 was marked for identification.)

21 (Witness peruses exhibit.)

22 THE WITNESS: Okay.

23 Q. BY MS. KLEINDIENST: This is an e-mail from you  
24 to Lisa Coppola, copying a number of people, on August  
25 24th, 2009; correct?

1 A. Correct.

2 Q. Do you know what this e-mail, the subject  
3 matter of this e-mail is?

4 A. I believe it's referring to Janet Jackson's  
5 performance on the VMA's in '99. '99, sorry, in 2009.  
6 Yeah, where she wanted to have a bunch of us well-known  
7 choreographers perform with her as a Janet tribute to  
8 Michael.

9 Q. Did you perform in that tribute?

10 A. Yeah.

11 MS. KLEINDIENST: I'll ask the court reporter  
12 to mark this as Exhibit 587.

13 (Deposition Exhibit No. 587  
14 was marked for identification.)

15 (Witness peruses exhibit.)

16 THE WITNESS: Okay.

17 Q. BY MS. KLEINDIENST: This is an e-mail from you  
18 to your mother on September 11, 2009; correct?

19 A. Correct.

20 Q. And you refer to, or, you say, "I want to wear  
21 MJ's Bad Gloves that you have on the red carpet for  
22 VMA's." Is that referring to the same Janet Jackson VMA  
23 tribute that Exhibit 586 refers to?

24 A. I believe so, yeah.

25 Q. Who is Brian?

1           A.    Brian is another choreographer who was  
2   performing in it as well.

3           Q.    Coming from L.A.?

4           A.    Yeah.

5                   MS. KLEINDIENST:  I'll ask the court reporter  
6   to mark this as Exhibit 588.

7                           (Deposition Exhibit No. 588  
8                           was marked for identification.)

9                           (Witness peruses exhibit.)

10          Q.    BY MS. KLEINDIENST:  This appears to be an  
11   e-mail that you sent to a number of people on September  
12   14th, 2009, attaching a series of photographs.  Do you  
13   see that?

14          A.    Yep.

15          Q.    And the people that you sent this to, are these  
16   the people that danced in the VMA tribute?

17          A.    Yes.

18          Q.    And are these pictures that you took during the  
19   VMA tribute?

20          A.    I believe so.

21                   MS. KLEINDIENST:  I'll ask the court reporter  
22   to mark this as Exhibit 589.

23                           (Deposition Exhibit No. 589  
24                           was marked for identification.)

25                           (Witness peruses exhibit.)

1 THE WITNESS: Okay.

2 Q. BY MS. KLEINDIENST: This is an e-mail that you  
3 sent to jordansommers12@aol.com and someone named Matt  
4 Allen on October 2nd, 2009; correct?

5 A. Correct.

6 Q. Do you know who Jordan Sommers is?

7 A. Not specifically. I believe that he had to do  
8 with a book that was being created that I think ended up  
9 being called Michael Jackson Opus. It was a really  
10 large format book, tribute book to Michael, so he was  
11 involved in creating that.

12 Q. And did you end up being involved in that book  
13 tribute?

14 A. Yes.

15 Q. And this attachment, do you know who authored  
16 this attachment?

17 A. Yeah, I believe -- well, the way it went down  
18 was, I had -- I don't know if it was with Jordan,  
19 possibly, either Jordan or Matt I guess, that I spoke to  
20 on the phone and we did, we did a phone interview. And  
21 then, I believe either Jordan or Matt wrote this up  
22 based on our phone conversation, and then, as I said in  
23 the e-mail, I made some revisions to it. I don't know  
24 or not, I guess this is the version that I made, you  
25 know, with my revisions.

1 he would have had to get my number somehow. So, I don't  
2 remember exactly. There possibly was like a, like a  
3 Facebook communication or something just prior to, to  
4 there being text conversations mid-2013.

5 Q. You said you've never read this; is that right?

6 A. Right.

7 Q. Why not?

8 A. Because Dean is an interesting cat. Yeah, I  
9 mean, I think that's why I didn't have contact with him  
10 for a really long time. I think he was always a really  
11 good guy at heart, but he would -- kind of super  
12 opinionated and would have his own, you know, ideas  
13 about what I should be doing with my life or what I  
14 should be doing in my career and he kind of -- and he  
15 sends me a document this long that -- it's kind of like  
16 I don't jump at the chance. Just kind of, like, not  
17 really interested in reading it.

18 Q. Can you turn to page 55 of Exhibit 573, your  
19 book.

20 MR. FINALDI: 55?

21 MS. KLEINDIENST: Yes.

22 THE WITNESS: Okay.

23 Q. BY MS. KLEINDIENST: In the first full  
24 paragraph, four lines down in the middle of the line you  
25 wrote, "He had such a God complex," and you're referring



1 to Michael Jackson, "He had such a God complex that in  
2 order to have a relationship with someone, I believe  
3 they had to find him infallible. They had to want to be  
4 like him. For if they wanted to be like someone else,  
5 that would mean he was not the only manifestation of  
6 perfection. And if they were to seemingly find a fault  
7 in Michael, he would erase them from his life."

8 Do you see that?

9 A. I do.

10 Q. Did you write that?

11 A. Yes, I believe so.

12 Q. Your mother also testified to the effect that  
13 if you did something that would upset Michael, he would  
14 cut you out. Is that how you felt as well?

15 A. Yeah, there was definitely a feeling of Michael  
16 wanted everything his way. So, if -- I felt that in  
17 many different scenarios. So, for example, on being on  
18 the phone with him, all times being on the phone with  
19 him, I remember the feeling of if the conversation, if  
20 he wasn't guiding it, if it wasn't going the way he  
21 wanted it to go, all of a sudden he had to go and the  
22 conversation would be over.

23 Like the other story I told, if I wasn't  
24 dressing like him, if I wasn't, you know, interested in  
25 the same sort of things he was interested in, he didn't

1 have as much time for me. He didn't want me around as  
2 much. If I wasn't doing the kinds of things he wanted  
3 me to do, he didn't want me around so much.

4 Q. Then he'll cut you out?

5 A. Yeah.

6 Q. Can you turn to page 57. At the bottom of the  
7 page you wrote, "At some point, my Mother decided that  
8 we were going to move to America." Do you recall when  
9 your mother decided to move to America?

10 A. Not beyond it being some, I believe some point  
11 in '91.

12 Q. That you moved or that the decision was made?

13 A. The decision was made, yeah.

14 Q. You can set that aside.

15 Can you tell me every name of a person that you  
16 recall who worked for Michael Jackson?

17 A. Norma Staikos, Evvy Tavaschi I believe is her  
18 last name, Bill Bray, Wayne Nagin or Nagin, however you  
19 say it. The question was any name that I know of that  
20 ever worked for Michael Jackson; right?

21 Q. That you recall.

22 A. That I recall, yeah.

23 Sandy Gallin, Gary Hearne, Gail, I'm not sure  
24 of her last name. She worked at Neverland for a really  
25 long time as a maid and/or head, head housemaid.

1           A.    I'm not done.  Norma Staikos, Evvy Tavasci,  
2   were organizing all of these meetings between myself and  
3   Michael, organizing the details, organizing the details  
4   to pick me up, to take me, drop me off at Michael's, to  
5   fly me to Michael.  Michael was like a child in a lot of  
6   ways.  Michael was like a child in a lot of ways, like,  
7   he could do his work, he could do his art, right, but  
8   beyond that, everyday life stuff, I mean, he could  
9   heartly work a microwave.  So, Michael wasn't organizing  
10  any of that stuff, they were helping to facilitate all  
11  of that stuff.

12                So, at some point, you know, they had the, they  
13  all had the ability to either help in the facilitation  
14  of this weird shit that was going on between Michael and  
15  I and many other kids, or not help, say something to an  
16  authority that, you know, we believe something weird is  
17  going on here.  There's so many things they could have  
18  done.  They could have said something to Michael.

19           Q.    There's a lot to unpack there.  Do you know or  
20  do you have any personal knowledge that any of these  
21  people knew that Michael Jackson was sexually abusing  
22  children?

23           A.    I believe they had a very good idea that that  
24  was going on.

25           Q.    I asked a slightly different question.  Do you

1 know whether any of these people knew that Michael  
2 Jackson was sexually abusing children?

3 MR. FINALDI: Asked and answered,  
4 argumentative. He just answered your question.

5 THE WITNESS: I, I mentioned Blanca Francia on  
6 that list; right?

7 MS. KLEINDIENST: You did.

8 THE WITNESS: Yeah. I know that she saw  
9 explicit stuff.

10 Q. BY MS. KLEINDIENST: How do you know that?

11 A. From her testimony.

12 Q. Any other way that you know that?

13 A. No.

14 Q. Anyone else?

15 A. Do I know for sure that they saw anything, any  
16 explicit sexual abuse, and when I say explicit sexual  
17 abuse I mean, you know, oral sex, all of that, do I know  
18 that they explicitly saw any of that; no, I don't know.

19 Q. And you are aware that Michael Jackson was  
20 criminally investigated by the police in the early 1990s  
21 for childhood sexual abuse; correct?

22 A. Yes, I'm aware of that.

23 Q. Okay. So the authorities were contacted;  
24 correct?

25 A. The authorities got involved. I know that.

1 Q. After the authorities got involved you  
2 continued to sleep in Michael Jackson's bed; is that  
3 correct?

4 A. That is correct.

5 Q. And your mother allowed you to sleep in Michael  
6 Jackson's bed after he had been criminally investigated  
7 for childhood sexual abuse; correct?

8 A. Unfortunately, yes.

9 Q. Do you believe that any of the people that  
10 you've listed that worked for Michael Jackson were in a  
11 better position to know that or to suspect that  
12 something was happening with you in particular than your  
13 mother?

14 A. Yeah.

15 Q. Who?

16 A. Who on that list?

17 Q. Yes.

18 A. At least Norma, at least Evvy, at least Wayne  
19 Nagin, Blanca Francia. At least them.

20 Q. Why do you believe that Norma Staikos was in a  
21 better position to suspect that you were being sexually  
22 abused than your mother?

23 A. Because Norma Staikos had been working for  
24 Michael for a long period of time and had been helping  
25 to facilitate every one of these relationships and,

1     therefore, I believe sexual abuse, first, of many other  
2     children, and most importantly of me. So, she had been  
3     witness to so many more things than my mother and a real  
4     pattern at the very least.

5           Q.     How do you know that; is it because she had  
6     worked for Michael Jackson?

7           A.     Yeah.

8           Q.     Is there any other reason that you think that?

9           A.     Because I know all that she organized for my  
10    and Michael's relationship. All the meetings and all  
11    the gifts. And I know and I believe that she did that  
12    for many others.

13          Q.     Why do you believe that?

14          A.     Because he had relationships with many other  
15    young boys, and maybe girls as well, that, you know, I  
16    know that that's the reason he had those relationships.  
17    She would have been facilitating the same kind of stuff  
18    with them as she did with me.

19          Q.     How do you know about those relationships; is  
20    it because you saw those kids at Neverland or other  
21    places around Michael Jackson?

22          A.     Yeah, some of it is that. There was often when  
23    I was around other kids that he had relationships with,  
24    like Brett Barnes, like Macaulay Culkin, like Jordan  
25    Chandler. So, yeah, that. And then, it was also,

1 STATE OF CALIFORNIA ) ss:

2 COUNTY OF VENTURA )

3

4 I, SUSAN E. LANSING, C.S.R. No. 6355, a Certified  
5 Shorthand Reporter for the State of California, do  
6 hereby certify:

7 That, prior to being examined, WADE JEREMY WILLIAM  
8 ROBSON, was by me duly administered an oath to tell the  
9 truth, the whole truth, and nothing but the truth;

10 That the deposition of the witness in this  
11 proceeding was taken down by me in stenotype at the time  
12 and place therein named and thereafter reduced to  
13 typewriting by computer-aided transcription under my  
14 direction.

15 I further certify that I am neither counsel for nor  
16 related to any party to said action nor in any way  
17 interested in the outcome thereof.

18 WITNESS my hand this 15th day of December, 2016, at  
19 Newbury Park, California.

20

21

22

23

24

25

*Sue Lansing*

SUSAN E. LANSING, CSR NO. 6355



# EXHIBIT 24



1 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
2 COUNTY OF LOS ANGELES  
3  
4  
5

6 WADE ROBSON, an individual, )  
7 Plaintiff, )  
8 vs. ) Case No.  
9 MJJ PRODUCTIONS, INC., a ) BC 508502  
10 California corporation; MJJ )  
11 VENTURES, INC., a California )  
12 corporation; and DOES 4-50, )  
13 inclusive, )  
14 Defendants. )  
15 \_\_\_\_\_ )

16 VIDEOTAPED DEPOSITION OF BLANCA FRANCIA  
17 VOLUME II  
18 Pages 249 to 435  
19

20 Taken on Monday, October 3, 2016

21 At 10:08 a.m.

22 Held at the Law Offices of:  
23 Dickinson Wright, PLLC  
24 8363 West Sunset Road, Suite 200  
25 Las Vegas, Nevada 89113

26 Reported By: Gale Salerno, RMR, CCR No. 542

27 Job No. LA-100598-VID-01

1 VIDEOTAPED DEPOSITION OF BLANCA FRANCIA

2 October 3, 2016

3 - - -

4 THE VIDEOGRAPHER: Here begins video disk 10:08:04

5 number one in the deposition of Blanca Francia in the 10:08:06

6 matter of Wade Robson, an individual, versus 10:08:11

7 MJJ Productions, Incorporated, et al., in the 10:08:15

8 Superior Court of the State of California, County of 10:08:19

9 Los Angeles, case number BC 508502. 10:08:22

10 Today's date is October 3rd, 2016, and the 10:08:27

11 time is 10:08 a.m. 10:08:31

12 The video operator today is Becky Ulrey 10:08:35

13 representing DTI. 10:08:38

14 The deposition is taking place at 8363 West 10:08:40

15 Sunset Road, Suite 200, in Las Vegas, Nevada. 10:08:44

16 The court reporter is Gale Salerno. 10:08:48

17 Counsel, please voice identify yourselves 10:08:51

18 and state whom you represent. 10:08:53

19 MS. MACISAAC: Suann MacIsaac, for the 10:08:55

20 defendants. 10:08:56

21 MR. FINALDI: Vince Finaldi, for the 10:08:57

22 plaintiff. 10:08:59

23 MR. MANLY: John Manly, for the plaintiff. 10:09:00

24 THE VIDEOGRAPHER: Will the reporter please 10:09:03

25 swear in the witness. 10:09:04

1 December of 1989 on more than one occasion, correct?

10:17:49

2 A. Yes.

10:17:54

3 Q. I want to focus on Exhibit 11. And I want  
4 to go over what your memory was on January 11th, 1994  
5 regarding what you saw in the shower in December of  
6 1989.

10:17:55

10:17:57

10:18:04

10:18:06

7 A. Okay.

10:18:08

8 Q. And I'm going to direct you. Start at  
9 page 387; 387, line 11. And I would like you to read  
10 to yourself until page 402, 3.

10:18:11

10:18:13

10:18:29

11 So 387, line 11 to page 402, line 3. And  
12 just let us know when you're done because I'm going  
13 to ask you a number of questions.

10:18:32

10:18:37

10:18:40

14 A. Okay. What? I'm sorry.

10:18:42

15 Q. I'm sorry, so if you go to page 387. And  
16 this is of Exhibit 11.

10:18:43

10:18:46

17 MR. MANLY: Maybe slow down a little bit.

10:18:48

18 MS. MACISAAC: Sure.

10:18:50

19 MR. MANLY: Thank you.

10:18:51

20 BY MS. MACISAAC:

10:18:51

21 Q. If you go to page 387, and you start with  
22 line 11.

10:18:52

10:18:55

23 A. Okay.

10:18:55

24 Q. I just want you to read that to yourself  
25 until page 402, line 3. Just keep reading until

10:18:56

10:18:58

1 page 402 and let us know when you're done. 10:19:03

2 A. Okay. 10:19:07

3 Q. Have you had an opportunity to read 10:25:18

4 pages 387, line 11 through page 402, line 3 of 10:25:22

5 Exhibit 11? 10:25:27

6 A. Yes. 10:25:28

7 Q. And before we start, do you recall 10:25:29

8 testifying in the Chandler case about this alleged 10:25:31

9 December 1989 shower incident? 10:25:34

10 A. Yes. 10:25:37

11 Q. Do you recall Mr. Cochran asking you the 10:25:40

12 questions that you just read over? 10:25:43

13 A. I don't remember. But I guess, sorry. 10:25:46

14 Q. Sure. Let me see if I can rephrase. 10:25:51

15 You don't remember Mr. Cochran asking you 10:25:55

16 questions but you've just read them? 10:25:57

17 A. Yes. 10:25:58

18 Q. Let's start -- I want to go over your 10:26:00

19 testimony. Let's start at page 387. If you can go 10:26:02

20 to page 387. This is Exhibit 11. Sorry. 10:26:06

21 So we're going to go over this carefully, 10:26:11

22 so let's just get it open. 10:26:14

23 A. Okay. 10:26:22

24 Q. Okay. So at page 387, if you look at 10:26:24

25 lines 17 through 24, you testified in the Chandler 10:26:29

1 case that when you entered Michael Jackson's room on 10:26:35  
2 this day in December of 1989, the door was locked and 10:26:38  
3 you had to use your key? 10:26:42

4 A. Yes. 10:26:43

5 Q. And if you turn to page 393, and this is 10:26:46  
6 again Exhibit 11, 393. And if you look at lines 5 to 10:26:50  
7 9 on that page, 393. 10:27:02

8 A. Yes. 10:27:07

9 Q. You further testified under oath that when 10:27:07  
10 you approached the bathroom that day and heard the 10:27:09  
11 water running, you knew someone was there? 10:27:13

12 A. Page 393? 10:27:15

13 Q. Yeah. From 5 to 9. Do you see that you 10:27:16  
14 testified that when you approached the bathroom on 10:27:20  
15 that day, you heard the water running and you knew 10:27:22  
16 somebody was in the bathroom. Do you see that? 10:27:25

17 A. Yes. Yes. 10:27:26

18 Q. Okay. And if you look at the same page, 10:27:30  
19 393, and you focus on lines 8 to 9, do you see that 10:27:33  
20 you further testified that despite hearing the water 10:27:38  
21 run and believing someone was in the bathroom, you 10:27:41  
22 did not turn around but you entered the bathroom 10:27:44  
23 anyway? 10:27:46

24 A. Yes. 10:27:47

25 Q. Let's turn to page 395. And I want to 10:27:57

1 focus you on lines 4 to 7. Do you see that you again  
2 confirmed under oath in this deposition in 1994 that  
3 once you heard the shower running, you knew that  
4 somebody was in the bathroom. Do you see that?

5 A. Yes.

6 Q. And let's focus on the same page of  
7 Exhibit 11, page 395, lines 18 to 20 now. Lines 18  
8 to 20. Do you see that you testified under oath that  
9 you had never previously been in the bathroom when  
10 Michael Jackson was showering and that this was the  
11 first time that you had approached the shower while  
12 Mr. Jackson was showering?

13 A. Yes.

14 Q. Let's go to page 396. And look at lines 13  
15 to 15. Do you see that you testified under oath that  
16 the reason you didn't turn around was because you  
17 wanted to get a peek of Michael Jackson without his  
18 clothes on?

19 A. That was the question.

20 Q. So at page 396 --

21 A. 15.

22 Q. -- line 13, the question was:

23 "You wanted to peek and see this man with  
24 no clothes on, right, ma'am?

25 "Answer: Yeah."

1	Do you see that?	10:29:35
2	A. Yes.	10:29:37
3	Q. I've accurately read your testimony from	10:29:38
4	1994?	10:29:40
5	A. Yes.	10:29:41
6	Q. And then you talked about what you actually	10:29:49
7	saw when you took this peek.	10:29:52
8	A. Yes.	10:29:55
9	Q. And we're going to go over that. And I'm	10:29:55
10	going to read it into the record. And I'm going to	10:29:57
11	start and I want you to follow along with me.	10:29:59
12	A. Okay.	10:30:01
13	Q. I'm going to start at page 397, line 14.	10:30:02
14	And I'm going to read into the record until 399,	10:30:06
15	line 23. This is Exhibit 11. We're starting at 397,	10:30:09
16	line 14.	10:30:13
17	So starting at 397, page 397, line 14:	10:30:29
18	"Question: When you looked around the	10:30:33
19	corner, what did you see at that point?	10:30:35
20	"Answer: What do you mean? I see	10:30:37
21	him. I saw Michael.	10:30:39
22	"Question: What did you see? You saw	10:30:41
23	Mr. Jackson?	10:30:45
24	"Answer: Uh-huh.	10:30:47
25	"Question: Did he have any clothes	10:30:48

1	on?	10:30:50
2	"Answer: I didn't see that.	10:30:51
3	"Question: What did you see?	10:30:53
4	"Answer: I just saw the shadow.	10:30:55
5	"Question: You saw the shadow of what	10:30:57
6	you believe was Michael Jackson?	10:30:59
7	"Answer: Yes.	10:31:03
8	"Question: You never saw him, did	10:31:04
9	you?	10:31:06
10	"Answer: No.	10:31:07
11	"Question: You saw the shadow of what	10:31:08
12	you thought was a man, right?	10:31:10
13	"Answer: Yes.	10:31:12
14	"Question: Did you see any other	10:31:15
15	shadow at that point?	10:31:17
16	"Answer: No.	10:31:18
17	"Question: Was the glass foggy?	10:31:19
18	"Answer: Yeah.	10:31:21
19	"Question: So you couldn't really see	10:31:23
20	clearly the glass, right? You just saw a figure; is	10:31:25
21	that right?	10:31:28
22	"Answer: Uh-huh.	10:31:29
23	"Question: You saw only one figure at	10:31:31
24	that point?	10:31:34
25	"Answer: Yes.	10:31:35



1 "Question: Okay. And as you saw this 10:31:37  
2 one figure, did you at that point continue on or did 10:31:39  
3 you turn around and go back? 10:31:41

4 "Answer: I went back. 10:31:43

5 "Question: So you now -- you have 10:31:45  
6 seen your peek. You have taken your peek as you 10:31:48  
7 said, right? 10:31:51

8 "Answer: Yes 10:31:53

9 "Question: And your peek was looking 10:31:55  
10 for just a very short time like that? 10:31:58

11 "Answer: Yes. 10:31:59

12 "Question: Was it very quick? 10:32:00

13 "Answer: Yeah. 10:32:02

14 "Question: And you saw what appeared 10:32:03  
15 to be a man, right? 10:32:04

16 "Answer: Yes. 10:32:06

17 "Question: You only saw one figure, 10:32:08  
18 right? 10:32:10

19 "Answer: Yeah. 10:32:10

20 "Question: And then you then turned 10:32:12  
21 around and went back out, correct? 10:32:15

22 "Answer: Yes. 10:32:17

23 "Question: Is that right? 10:32:20

24 "Answer: Yes. 10:32:21

25 "Question: And that's all you saw? 10:32:25

1	"Answer: Yes.	10:32:26
2	"Question: Is that right?	10:32:27
3	MR. MANLY: Counsel, could you slow down?	10:32:29
4	BY MS. MACISAAC:	10:32:29
5	"Answer: Yes.	10:32:29
6	"Question: You never saw any other	10:32:30
7	person in there when you were inside there, did you?	10:32:34
8	"Answer: No. But once I got close to	10:32:37
9	it, I hear laughing.	10:32:40
10	"Question: But you never saw anybody	10:32:41
11	else in the shower, right?	10:32:44
12	"Answer: No."	10:32:46
13	Did I correctly read your deposition	10:32:50
14	testimony from January of 1994?	10:32:52
15	A. Yes.	10:32:57
16	Q. So I counted up that during just this	10:33:01
17	portion of your testimony that I just read into the	10:33:05
18	record, that you said under oath at least six times	10:33:07
19	that you only saw one figure in the shower --	10:33:12
20	A. Yes.	10:33:16
21	Q. -- on that day in December 1989, correct?	10:33:17
22	A. Yes.	10:33:19
23	Q. So let's talk about what you heard, what	10:33:29
24	you actually heard during the shower incident in	10:33:31
25	December of 1989.	10:33:35

1 A. Yes.

10:33:36

2 Q. So still on Exhibit 11, starting at

10:33:37

3 page 399, lines 24 through page 417, I'm going to

10:33:40

4 read that into the record.

10:33:47

5 MR. FINALDI: You're reading 399 to 417?

10:33:49

6 BY MS. MACISAAC:

10:33:51

7 Q. No. 399, lines 24 through page 400, line

10:33:52

8 17. Sorry.

10:33:56

9 Are you with me?

10:33:59

10 A. Yes.

10:34:00

11 Q. So again, on Exhibit 11, page 399, line 24.

10:34:00

12 A. Okay.

10:34:06

13 Q. "Question: You heard some laughing?

10:34:06

14 "Answer: Yeah.

10:34:09

15 "Question: When was it you heard the

10:34:11

16 laughing?

10:34:13

17 "Answer: When I got real close. When

10:34:15

18 I saw and hear the laugh.

10:34:17

19 "Question: What kind of laughing did

10:34:19

20 you hear?

10:34:21

21 "Answer: You know, just laughing.

10:34:22

22 Not real loud but laughing like hee hee hee, like

10:34:25

23 that.

10:34:29

24 "Question: You heard hee hee hee

10:34:30

25 laughing?

10:34:32

1	"Answer: Yeah, like that.	10:34:33
2	"Question: Did you recognize any	10:34:34
3	voices you heard?	10:34:37
4	"Answer: It was Michael.	10:34:38
5	"Question: You heard Michael	10:34:39
6	laughing?	10:34:41
7	"Answer: Yes.	10:34:41
8	"Question: Did you hear anything else	10:34:43
9	other than Michael laughing?	10:34:45
10	"Answer: No.	10:34:46
11	"That's all you heard?	10:34:47
12	"Answer: Uh-huh."	10:34:49
13	Do you see that?	10:34:53
14	A. Yes.	10:34:54
15	Q. Did I accurately read your testimony, your	10:34:54
16	under oath testimony from January of 1994?	10:34:56
17	A. Yes.	10:34:58
18	Q. So here again, asked more than once what	10:35:10
19	you heard, and you said more than once that you only	10:35:13
20	heard one voice laughing?	10:35:15
21	MR. FINALDI: Asked and answered.	10:35:18
22	BY MS. MACISAAC:	10:35:18
23	Q. Is that yes?	10:35:18
24	A. That's what I, that's what I say.	10:35:20
25	Q. And after this, Mr. Cochran asked you a	10:35:22

1 series of follow-up questions to really make sure 10:35:27  
2 that he had gotten your testimony correct regarding 10:35:29  
3 this alleged 1989 shower incident -- 10:35:32

4 MR. FINALDI: Assumes facts not in 10:35:36  
5 evidence. 10:35:36

6 BY MS. MACISAAC: 10:35:37

7 Q. -- and to make sure that you were telling 10:35:37  
8 the truth. Do you remember that? 10:35:38

9 MR. FINALDI: Assumes facts not in evidence 10:35:40  
10 as to Mr. Cochran's state of mind. 10:35:40

11 BY MS. MACISAAC: 10:35:44

12 Q. Well, let's look at what Mr. Cochran asked 10:35:44  
13 you. And this is Exhibit 11 starting at page 400. 10:35:47  
14 And I'm going to read into the record lines 18 10:35:51  
15 through page 402, line 3. 10:35:57

16 So let's start. Exhibit 11, page 400, 10:36:00  
17 line 18. 10:36:03

18 "Question: So let me see if I 10:36:04  
19 understand it. You came in there. This is December 10:36:07  
20 of 1989. You were curious and you wanted to take a 10:36:09  
21 peek at Mr. Jackson while he was showering once you 10:36:13  
22 got in there, right? 10:36:16

23 "Answer: Uh-huh. 10:36:18

24 "Question: You went around and you 10:36:19  
25 took a peek. Through a foggy shower glass you saw 10:36:22

1	the figure of what you thought was a man, what you	10:36:25
2	think was Mr. Jackson?	10:36:28
3	"Answer: Yes.	10:36:30
4	"Question: And you heard a giggle or	10:36:31
5	a laugh that appeared like Mr. Jackson's laugh,	10:36:33
6	right?	10:36:36
7	"Answer: Yes.	10:36:37
8	"Question: And you turned around and	10:36:41
9	you left?	10:36:41
10	"Answer: Yes.	10:36:42
11	"Question: You never saw anybody else	10:36:43
12	in that shower right? At that point?	10:36:44
13	"Answer: Well, no.	10:36:47
14	"Question: Then you then left the	10:36:49
15	room; is that right?	10:36:50
16	"Answer: Yes.	10:36:51
17	"Question: And you have now told me	10:36:54
18	everything that occurred on that particular occasion	10:36:55
19	regarding the shower; isn't that right?	10:36:57
20	"Answer: Yes.	10:36:59
21	"Question: And again, you are under	10:37:00
22	oath today, right?	10:37:02
23	"Answer: Yes.	10:37:03
24	"Question: And you are telling the	10:37:05
25	truth to the best of your ability	10:37:06

1	"Answer: Yes.	10:37:08
2	"Question: You are not lying to us,	10:37:09
3	are you?	10:37:10
4	"Answer: No.	10:37:11
5	"Question: You are being honest?	10:37:12
6	MR. MANLY: Counsel, could you slow down,	10:37:14
7	please?	10:37:15
8	BY MS. MACISAAC:	10:37:17
9	Q. "Answer: Yes.	10:37:17
10	"Question: And you have told us	10:37:17
11	everything, right?	10:37:18
12	"Answer: Yes."	10:37:19
13	Ms. Francia, did I read that testimony that	10:37:21
14	you gave under oath in 1994 accurately?	10:37:24
15	A. Yes.	10:37:28
16	Q. Do you recall testifying in	10:37:44
17	Michael Jackson's criminal trial in 2005 regarding	10:37:45
18	this alleged shower incident?	10:37:48
19	A. Did I come over?	10:37:50
20	Q. Do you recall testifying in --	10:37:51
21	A. Yes.	10:37:53
22	Q. -- Michael Jackson's criminal trial --	10:37:53
23	A. Yes.	10:37:57
24	Q. -- in 2005 regarding this alleged shower	10:37:57
25	incident from '89?	10:38:00

1	A.	Yes.	10:38:01
2	Q.	Do you know whether your testimony under	10:38:02
3		oath at the trial differed from what I've just read	10:38:03
4		you?	10:38:06
5	A.	I don't remember.	10:38:07
6	Q.	When you were testifying in 2005 at	10:38:14
7		Michael's criminal trial, that was approximately	10:38:16
8		16 years after this alleged 1989 shower incident had	10:38:20
9		taken place, correct?	10:38:24
10	A.	I don't remember.	10:38:26
11	Q.	But '89 to 2005 is approximately 16 years,	10:38:27
12		isn't it?	10:38:31
13	A.	Yes.	10:38:31
14	Q.	And 2005 was about 11 years after you gave	10:38:32
15		the testimony?	10:38:36
16	MR. MANLY:	Is this a math quiz?	10:38:38
17	MS. MACISAAC:	I'm just trying to create a	10:38:40
18		record, John.	10:38:41
19	MR. MANLY:	I mean, we're all here --	10:38:42
20	MS. MACISAAC:	John --	10:38:45
21	MR. MANLY:	Don't John me.	10:38:45
22	MS. MACISAAC:	John, I get to --	10:38:46
23	MR. MANLY:	You're sitting here asking her	10:38:46
24		math equations.	10:38:49
25	MS. MACISAAC:	John --	10:38:50



1	MR. MANLY: Get to your testimony.	10:38:51
2	MS. MACISAAC: I get to take the deposition	10:38:52
3	that I want to take.	10:38:54
4	MR. MANLY: Okay.	10:38:56
5	MS. MACISAAC: Do you agree with that?	10:38:57
6	MR. MANLY: Not if it violates the	10:38:58
7	rules.	10:39:00
8	MS. MACISAAC: Okay. Do you think I'm	10:39:00
9	violating a rule?	10:39:01
10	MR. MANLY: I think you're harassing her.	10:39:02
11	MS. MACISAAC: I don't think I'm harassing	10:39:04
12	her at all.	10:39:04
13	MR. MANLY: You can ask whatever you want	10:39:04
14	in the depositions. But, you know, don't --	10:39:05
15	MS. MACISAAC: John --	10:39:08
16	MR. MANLY: -- don't ask her to do math	10:39:08
17	equations. It's not right.	10:39:10
18	BY MS. MACISAAC:	10:39:12
19	Q. Ms. Francia, obviously your deposition in	10:39:12
20	the Chandler case was a lot closer in time to	10:39:15
21	whatever you saw in 1994 than your criminal trial	10:39:17
22	testimony would have been in 2005.	10:39:21
23	MR. FINALDI: Stipulated.	10:39:23
24	MS. MACISAAC: You stipulate to that?	10:39:25
25	MR. FINALDI: It's a simple fact.	10:39:26

1	BY MS. MACISAAC:	10:39:27
2	Q. You agree with that, right?	10:39:27
3	A. Yes.	10:39:28
4	Q. After you testified -- I'm sorry.	10:39:32
5	By the time you testified in the criminal	10:39:38
6	trial in 2005, you had already sued Michael Jackson	10:39:40
7	and reached a settlement with him?	10:39:44
8	A. Yes.	10:39:46
9	Q. Were you called by the prosecution in	10:39:49
10	Michael Jackson's criminal trial?	10:39:51
11	A. Yes.	10:39:55
12	MR. FINALDI: Calls for speculation.	10:39:56
13	BY MS. MACISAAC:	10:39:58

14	Q. Let's talk about the Hard Copy interview.	10:40:02
15	Back in 1993, you sold a story to Hard Copy	10:40:08
16	for \$20,000, correct?	10:40:14
17	MR. FINALDI: Assumes facts not in	10:40:15
18	evidence.	10:40:15
19	THE WITNESS: Yes, I remember.	10:40:16
20	MR. FINALDI: Misstates the facts.	10:40:18
21	BY MS. MACISAAC:	10:40:19
22	Q. Back in 1993, was \$20,000 a great deal of	10:40:23
23	money to you?	10:40:26
24	A. Yes.	10:40:27
25	Q. It was more than you made in a year,	10:40:28

1 correct?

10:40:30

2 A. I don't remember.

10:40:31

3 Q. Okay. Let's look at Exhibit 10. And if  
4 you turn on Exhibit 10, this is the December 15th,  
5 1993 transcript from the Chandler deposition.

10:40:32

10:40:37

10:40:41

6 And if you turn to page 258, line 20, to  
7 259, line 6. So this is 258, line 20, to 259, 6. Do  
8 you see that you estimated you were making about  
9 \$15,000 a year in 1993?

10:40:44

10:40:59

10:41:12

10:41:14

10 A. 58?

10:41:19

11 Q. 258, line 20.

10:41:21

12 A. Okay.

10:41:23

13 Q. And then if you read until the next page,  
14 line 6, do you see that you testified that you were  
15 making about \$15,000 a year in 1993?

10:41:23

10:41:26

10:41:28

16 A. Yeah. It says that here, but I don't  
17 remember.

10:41:38

10:41:40

18 Q. But you have no reason -- you don't  
19 remember what you were making in 1993, but you have  
20 no reason to dispute your testimony, correct?

10:41:40

10:41:43

10:41:45

21 A. No.

10:41:47

22 Q. Did you also have a lot of financial  
23 problems when you were working for Michael Jackson?

10:41:48

10:41:49

24 MR. FINALDI: Vague and ambiguous.

10:41:52

25 THE WITNESS: I don't think it was a lot.

10:41:53

## 1 CERTIFICATE OF REPORTER

2 STATE OF NEVADA)

SS:

3 COUNTY OF CLARK)

4 I, GALE SALERNO, a certified court  
5 reporter, do hereby certify:

6 That prior to being examined, the witness  
7 in the foregoing proceedings was by me duly sworn to  
8 testify to the truth, the whole truth, and nothing  
9 but the truth;

10 That said proceedings were taken before me  
11 at the time and place therein set forth and were  
12 taken down by me in shorthand and thereafter  
13 transcribed into typewriting under my direction and  
14 supervision; and that transcript review was requested  
15 pursuant to NRCP 30(e.)

16 I further certify that I am neither counsel  
17 for nor related to any party to said proceedings, and  
18 that I am not anywise interested in the outcome  
19 thereof.

20 IN WITNESS WHEREOF, I have hereunto  
21 subscribed my name this 11th day of October, 2016.

22

23

24

25



GALE SALERNO, RMR, CCR #542

# **EXHIBIT 25**

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

WADE ROBSON, an individual,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	Case No.: BC508502
	)	
MJJ PRODUCTIONS, INC., a California	)	
corporation; MJJ VENTURES, INC., a	)	
California corporation; and DOES	)	
4-50, inclusive,	)	
	)	
Defendants.	)	
_____	)	

VIDEOTAPED DEPOSITION OF:

DONALD STARKS

WEDNESDAY, AUGUST 23, 2017

10:04 A.M.

1 WEDNESDAY, AUGUST 23, 2017; 10:04 A.M.

2 IRVINE, CALIFORNIA

3  
4 THE VIDEOGRAPHER: Good morning. This is the  
10:03 5 videotaped deposition of Donald Starks taken at 19100 Von  
6 Karman Avenue, suite 800, Irvine, California on August  
7 23rd, 2017 in the matter of Wade Robson versus MJJ  
8 Productions, case number BC508502.

9 This case is being heard in the Superior Court of  
10:03 10 the State of California in and for the County of Los  
11 Angeles. This deposition is on behalf of the  
12 plaintiff. My name is Matthew Beaumont with Dean Jones  
13 Legal Videos, Incorporated of Los Angeles and Santa Ana,  
14 California.

10:04 15 This deposition is commencing at 10:04 a.m.  
16 Would all present please identify themselves beginning  
17 with the deponent.

18 THE WITNESS: Donald Starks.

19 MR. STEINSAPIR: Jonathan Steinsapir with  
10:04 20 Kinsella, Weitzman for the Defendants MJJ Productions and  
21 MJJ Ventures.

22 MR. FINALDI: Vince Finaldi, Manly, Stewart &  
23 Finaldi for the Plaintiff Wade Robson.

24 THE VIDEOGRAPHER: Would the court reporter  
10:04 25 please administer the oath.

EXAMINATION

BY MR. STEINSAPIR:

Q Just give me a second here.

Good morning, Mr. Starks.

A Sorry?

Q I'm going to stay right here. Good morning, Mr. Starks.

A Good morning.

Q I represent MJJ Productions, which is a company owned by the estate of Michael Jackson, MJJ Ventures.

If you could just take a look at the statement, which I think is Exhibit B.

A Where? Right here?

Q Yeah.

A What page?

Q Go to page 4.

A Okay.

Q And if you go to line 21, you see that the -- I think it was Ms. Weis asked you, and you were talking about a child, you see him, which is Michael, then come along with a young child, would go up to his bedroom. They would stay there until at least 3:00 in the morning.

Do you see that question?

A Yes.

Q And your answer was, "Put it like this, I didn't



1 see them leave. When I left at 3:00 o'clock, his car was  
2 still parked."

3 Do you see that?

4 A Yes.

10:50 5 Q Then you're asked, "How many times did you see  
6 that occur during the course of your employment there?"

7 Do you see that?

8 A Yes.

9 Q And your answer was, "Maybe three times."

10:50 10 A During the course of my employment, yes.

11 Q As far as you know today, that testimony was  
12 accurate at the time?

13 A That was accurate at the time, yes.

14 Q Okay. And you worked for -- you worked security  
10:51 15 at Hayvenhurst for roughly five, six years --

16 A Yes.

17 Q -- is that right?

18 Okay. Did you appear on a television show called  
19 Hard Copy?

10:51 20 A Yes.

21 Q And were you paid for that?

22 A Yes.

23 Q Were you paid \$20,000; is that right?

24 A Something to that effect.

10:51 25 Q Okay. And that was to talk about your time

1	working for Michael Jackson, correct?	
2	A Yes.	
3	Q Did you ever appear on a show called "The Maury	
4	Povitch Show"?	
10:51 5	A No.	
6	Q Some of your -- some of your other colleagues may	
7	have? Do you remember that?	
8	A I would imagine. It wasn't me.	
9	Q Okay. That's fine. What about on a show called	
10:51 10	"Dateline"?	
11	A Dateline, I don't recall doing Dateline.	
12	Q Other than Hard Copy, do you remember appearing	
13	on any other television shows at the time?	
14	A No.	
10:52 15	Q Okay. And you understood that MJJ Productions	
16	was, as you said, Michael's corporation; is that right?	
17	A Yes; Michael Joseph Jackson.	
18	Q Exactly. And you understood that Michael was the	
19	ultimate boss of that corporation, correct?	
10:52 20	MR. FINALDI: Calls for a legal conclusion.	
21	BY MR. STEINSAPIR:	
22	Q You can answer.	
23	A Yes.	
24	Q And as you sit here today, could you estimate the	
10:52 25	number of times you even spoke to Norma Staikos before she	

1 let you go in '93?

2 A Your question -- can you rephrase that.

3 Q Let me put it this way.

4 Mr. Finaldi asked you if -- if Ms. Staikos ever  
10:52 5 called to Hayvenhurst.

6 Do you remember that?

7 A It's been so long ago.

8 Q So you don't remember interacting with  
9 Ms. Staikos on a regular basis during your time at MJJ  
10:52 10 Productions?

11 A No.

12 Q And it was your understanding that -- well,  
13 you're -- strike that.

14 Your supervisor was Morris Williams, correct?

10:52 15 A Yes.

16 Q And then you also reported to Bill Bray to some  
17 extent; is that right?

18 A Yes.

19 Q And ultimately you reported to Michael Jackson,  
10:53 20 correct?

21 A I would imagine. I mean, not directly.

22 Q Okay. But if Michael Jackson told you to do  
23 something, you would follow his directions?

24 A Yes. Yes.

10:53 25 Q Okay. As far as your phone being tapped, other

1 room, but the --

2 Q Game room?

3 A -- game room.

4 Q Okay.

10:55 5 A And then I remember the candy store.

6 Q Did you ever see him run around playing laser  
7 tag?

8 A No.

9 Q How about water balloon fights?

10:55 10 A No.

11 Q All right. Now, you said you were paid going on  
12 Hard Copy, right?

13 A Well, yes.

14 Q But you were not paid to lie or to make stories  
10:55 15 up, right?

16 A No; although they wanted us to.

17 Q Oh, Hard Copy did?

18 A Oh, they pretty much said we could pretty much  
19 say anything. Pretty much the way I interrupted it is  
10:56 20 that if we could fabricate what it is that we wanted, the  
21 way I got it. But we were always -- told ourselves that  
22 we would be truthful.

23 Q You said you told yourselves, who would that  
24 include, you and who?

10:56 25 A The defendants -- I mean, not the defendants; the

CERTIFICATION  
OF  
CERTIFIED SHORTHAND REPORTER

The undersigned certified shorthand reporter  
of the state of California does hereby certify:

That the foregoing deposition was taken before  
me at the time and place therein set forth, at which  
time the witness was duly sworn by me;

That the testimony of the witness and all  
objections made at the time of the deposition were  
recorded stenographically by me and thereafter  
transcribed, said transcript being a true copy of my  
shorthand notes thereof.

In witness whereof, I have subscribed my name  
this date AUG 30 2017.

Debra Parr  
Certificate No.: 12146

# **EXHIBIT 26**

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
IN AND FOR THE COUNTY OF LOS ANGELES

WADE ROBSON, an individual,	)	Case No. BC508502
	)	(Related to Probate Case
Plaintiff,	)	No. BP117321, In re the
	)	Estate of Michael Joseph
V.	)	Jackson, & civil case
	)	BC545264, James Safechuck
MJJ PRODUCTIONS, INC., a	)	V Doe 1, et al)
California corporation; MJJ	)	(Assigned to the Hon.
VENTURES, INC., a California	)	Mitchell L. Beckloff,
corporation; and DOES 4-50,	)	Dept. M)
inclusive,	)	
	)	
Defendants.	)	
_____	)	

CONFIDENTIAL - SUBJECT TO PROTECTIVE ORDER  
VIDEOTAPED DEPOSITION OF CHARLI MICHAELS  
December 19, 2016

Reported By:  
Kimberly A. Watts, LCR #87

1 VIDEOGRAPHER: We are on the record. Today  
2 is Monday, December the 19th, 2016. The time is  
3 9:55 a.m. In the Superior Court for the State of  
4 California, in and for the County of Los Angeles,  
5 Wade Robson, individual, Plaintiff, versus MJJ  
6 Productions, Inc., a California Corporation, MJJ  
7 Ventures, Inc., a California Corporation, and  
8 DOES 4-50, inclusive, defendants, Case Number  
9 BC508502.

10 Counsel, if you will identify yourselves,  
11 and court reporter, if you will swear in the  
12 witness.

13 MR. FINALDI: Vince Finaldi, Manly, Stewart &  
14 Finaldi, for Plaintiff Wade Robson, and James  
15 Safechuck, and JNA DOE.

16 MS. MACISAAC: Suann MacIsaac from Kinsella  
17 Weitzman for Defendants MJJ Productions and MJJ  
18 Ventures.

19 CHARLI T. MICHAELS,  
20 having been first duly sworn was  
21 examined and testified as follows:

22 EXAMINATION

23 BY MR. FINALDI:

24 Q Good morning.

25 A Good morning.



1 copies of all the police records and everything. So  
2 it's my understanding that you knew Howard Weitzman  
3 before he took your deposition; is that correct?

4 A Correct.

5 Q All right. And how did you know him?

6 A I had a friend that sought his help.

7 Q Okay. And it's my understanding that he  
8 represented your friend for some white -- white collar  
9 crime or something like that, right?

10 A For a short time.

11 MS. MACISAAC: Can I -- I'm going to object  
12 -- I mean, we can just stipulate, Vince, to  
13 leading questions --

14 MR. FINALDI: Uh-huh.

15 MS. MACISAAC: -- of this witness for you?

16 MR. FINALDI: Stipulate to what?

17 MS. MACISAAC: The objection for leading  
18 questions?

19 MR. FINALDI: That you're going to just  
20 object to everything as leading?

21 MS. MACISAAC: I'm going to object to your  
22 leading questions.

23 MR. FINALDI: Okay.

24 MS. MACISAAC: Do you so stipulate?

25 MR. FINALDI: That you can object? Yeah,

1           you can object.

2           MS. MACISAAC: No. What I'm asking is --

3           MR. FINALDI: Well, this is discovery.

4           MS. MACISAAC: -- do I need to --

5           MR. FINALDI: I'm allowed to --

6           MS. MACISAAC: No. No. No. What I'm  
7 asking is --

8           MR. FINALDI: Yeah. That's fine.

9           MS. MACISAAC: -- if you can get it for me  
10 --

11          MR. FINALDI: That's fine.

12          MS. MACISAAC: -- I'm just saying --

13          MR. FINALDI: I'll stipulate to that. That's  
14 fine.

15          MS. MACISAAC: Okay. Great. I don't need  
16 to object.

17          MR. FINALDI: Yeah.

18 BY MR. FINALDI:

19           Q     Okay. We can get back to that. So starting  
20 here, it's my understanding -- do you remember when it  
21 was that you were hired at -- to work at Neverland  
22 Valley, at the ranch there?

23           A     I believe it was sometime in 1990.

24           Q     Okay. And you worked there for about how  
25 many years?

1           A     Didn't get to see -- you know, there were  
2 times that that was enjoyable and memories you'll keep.  
3 And then there were other times when it was a nightmare.

4           Q     **Yeah.**

5           A     So, I mean, I don't think any job is any  
6 different than that, you know, unless it's your own  
7 business and you have that passion.

8           Q     **There's plusses and minuses to most jobs?**

9           A     To everything, yeah.

10          Q     **Okay. But nevertheless, did you take your**  
11 **job seriously?**

12          A     Always.

13          Q     **And you tried to do a good job?**

14          A     Always.

15          Q     **Okay. Talk about the busloads of kids. You**  
16 **said Michael would come out for a photo op and just**  
17 **leave, is that what you said?**

18          A     Pretty much.

19          Q     **Okay.**

20          A     Yeah. He would come out, you know, after  
21 the kids would eat or would sit down to eat, he would  
22 come out and he would take pictures with some of them  
23 and then usually he would go back in the house.

24          Q     **Okay.**

25          A     It would be during MJJ's employee parties or

1 -- yeah, it was basically just the employee parties,  
2 which there was only a couple of those, that he would  
3 actually stay out and ride some rides and be with a few  
4 people. But --

5 Q But for --

6 A But for the most part, when the busloads of  
7 the kids came up, Make a Wish or whatever it was back  
8 then, I'm not saying it was Make a Wish --

9 Q Yeah.

10 A -- but organations [sic] -- organizations  
11 like that, yeah.

12 Q It was kind of just a meet and greet and  
13 then he would leave?

14 A Right.

15 Q Okay. And so you said that it was your job  
16 to help to kind of corral the kids or to --

17 A Yeah. It would usually be --

18 MS. MACISAAC: Objection. That misstates  
19 the witness's testimony. Sorry. You can go ahead  
20 and answer.

21 THE WITNESS: Oh, sorry. I didn't hear what  
22 you said.

23 MS. MACISAAC: No. No. No. Just  
24 misstates the witness's testimony.

25 THE WITNESS: Oh.

1 MS. MACISAAC: But -- just so you know,  
2 Ms. -- I'm about to call you Ms. Michaels because  
3 I prepared --

4 THE WITNESS: That's fine. Yeah.

5 MS. MACISAAC: But I may say objections.  
6 It doesn't mean that you can't answer. I just  
7 need to do that to preserve them for trial. So  
8 if I think he's telling you something different  
9 than what you just said, I'll object. That was  
10 all I was doing.

11 THE WITNESS: Okay.

12 BY MR. FINALDI:

13 Q Yeah. And if you think I'm saying something  
14 that's not what you said, I have no doubt that you'll  
15 correct me.

16 A Okay.

17 Q All right. And I won't be offended. So you  
18 said that --

19 A I -- I -- there was like --

20 Q -- you know, that he would go back inside  
21 --

22 A Yeah.

23 Q -- and then you guys would have to take  
24 care of the kids, so what did you mean by that?

25 MS. MACISAAC: Objection. I think it

1 misstates the witness's testimony that she had to  
2 take care of the kids.

3 A Well, yes and no. I mean, it was their  
4 sponsors that brought them up that had to take care of  
5 the kids. But as a woman, my heart hurt, you know, so I  
6 would go around and take the Neverland Valley pencils  
7 out of the office and things that were from Neverland  
8 Valley that were trivial and tell them, you know, "Hey,  
9 you know, this is one of Michael Jackson's pencils here.  
10 You can go home and draw on it." You know, and to a  
11 Downs Syndrome child, you know, that meant a whole lot.

12 Q Uh-huh.

13 A You know, to -- to try and help the sponsors  
14 stop the tears.

15 Q Yeah.

16 A Sorry. I'm going to cry.

17 Q So the kids would cry?

18 A Yeah. I mean, it was -- like I said, I  
19 think whether you be a woman or not, just to be honest  
20 with you, when you see a dying child, you know, that has  
21 cancer and they have no hair and they've lost a lot  
22 of weight, and you see Downs Syndrome children, and you  
23 see all that passion and excitement come out of them  
24 when they first arrive, to see them get back on the bus  
25 with such discontent and hurt --

1           Q     **Yeah.**

2           A     -- you know, I mean, to walk around -- it's  
3     like at one time we had the big barbeque and they were  
4     all outside in the back and, you know, he literally just  
5     came out, kind of kneeled down in front with some of the  
6     pictures and kind of walked in and out of the kids and  
7     then went in the house. I mean, we all felt he was  
8     coming back outside, but we got word that, no, he's not  
9     coming back out. Have them finish eating and board the  
10    bus, you know.

11          Q     **And how long --**

12          A     And even a normal kid that saw Michael as a  
13    hero --

14          Q     **Yeah.**

15          A     -- would have been disappointed.

16          Q     **So how long would he stay out? Are we**  
17    **talking five minutes? Ten minutes?**

18          A     Yeah. I mean, it -- you're talking years  
19    ago. But depending on how many children were there,  
20    you're -- you're talking a matter of, you know, ten, 15,  
21    20 minutes, you know, and it's taken those kids maybe  
22    that came up from Los Angeles or spent all that time on  
23    the bus and they have a two or three-hour stay there. I  
24    mean, it was an insignificant amount of time, and that's  
25    my opinion. You know, anybody else, that might have

1           Q     Got you. And on the bottom of page 46, you  
2 said, "Proper behavior for a guardian or a parent, or  
3 even for us for that matter, when I tried to put some  
4 shoes on a little kid or some clothes on because the  
5 winds are coming up, the temperatures are dropping,  
6 that's not healthy and it's not a good environment for  
7 children." You gave that testimony, right?

8           A     Yes.

9           Q     So those were some of the things you did to  
10 try and protect the kids from the elements?

11          A     Correct.

12          Q     Okay. And was that something you were  
13 allowed to do or eventually told not to do?

14          A     I think I more so because of the  
15 responsibility I was given to make sure that the  
16 children were safe and didn't get hurt, that went under  
17 that.

18          Q     Okay. And so the next page, 47, says,  
19 "Somebody basically -- I was just told that it's none  
20 of my business, that their parents will take care of  
21 them."

22          A     Correct.

23          Q     And then later down on line 19, it says,  
24 "They told me to stay away, let their parents take care  
25 of it." So you -- you were told to stop doing that,



1     **correct?**

2             A     You could say I was told to stop. But when  
3 I just pushed -- I just pushed a regular human being  
4 when the temperatures are dropping or the rocks are  
5 jagged or tried to do what needs to be done to keep a  
6 child safe, I was told to, you know, "Back off. Their  
7 parents are here. They just got back." Or "We'll bring  
8 it to the parents' attention." I mean, I don't think I  
9 did anything else that maybe a parent wouldn't do in  
10 everyday life --

11            **Q     Yeah.**

12            A     -- seeing children at a playground doing  
13 something unsafe, most people would attempt to say,  
14 "Hey, honey, you're going to get hurt," or "Where's  
15 your coat?"

16            **Q     On line 9 -- let me just read 9 through 12,**  
17 **it says, "No. They told me to stay away, let their**  
18 **parents take care of it." And the question was, "And**  
19 **did you do that?" Answer, "Yes. I did what I was**  
20 **ordered to do."**

21            A     Well, you can only hit your head against the  
22 wall so often.

23            **Q     Okay.**

24            A     You know, after a few times, you get a  
25 headache and you just have to know that there's a wall

1           A     Right. And that's just what I said. My  
2 feelings back then were just as much for the ranch as  
3 safety and concerns as it for children.

4           Q     Okay.

5           A     It wasn't --

6           Q     Because your job at the time was to make  
7 sure that both the kids were safe and also that the  
8 ranch was protected?

9           A     Well, no. I mean, as far as the ranch was  
10 concerned, I was supposed to do what I was told, and I  
11 did. But my personality, whatever you want to call it,  
12 I think of both sides of things.

13          Q     Yeah.

14          A     And, you know, that's -- it kind of was an  
15 obvious situation at that point.

16          Q     Okay. And then you said there was --

17               MS. MACISAAC: Can we take a bathroom break?

18               MR. FINALDI: Yeah.

19               THE WITNESS: Yeah. I agree with that.

20               MS. MACISAAC: Okay.

21               MR. FINALDI: No problem.

22               MS. MACISAAC: It's the coffee.

23               VIDEOGRAPHER: We are off the record at

24               11:09 a.m.

25               (A break was taken.)

1       ago about my own situation was what I was referring to.

2               Q       That was the things in your life you were  
3       dealing with?

4               A       Yes.

5               Q       Okay. And I'm sorry that happened to you.

6               A       Thank you.

7               Q       Page 63 at the bottom, you talk about, how,  
8       you know, eventually you told them about the Robson  
9       incident. And on page -- line 22, you said, "That was  
10      before I hired Mr. Mathews. I've always gone to the  
11      police first. I've always been a willing participant."  
12      You gave that testimony, right?

13              A       Yes.

14              Q       And it was true, correct?

15              A       Yes.

16              Q       Did you like Joy Robson?

17              A       I didn't know her.

18              Q       Okay. Did you have any neg- -- negative  
19      feelings about her, your interactions with her?

20              A       Only after this was all done.

21              Q       For what reason?

22              A       Because she and her son came out and said I  
23      was lying and that nothing ever happened to them. And  
24      the things I had said were false.

25              Q       Okay. As far as what you had seen in the

1           Q     Which?

2           A     The Japanese couple that lived there.

3           Q     Oh, the Agajanians?

4           A     Yeah. That wasn't Stella. That was the  
5 Oriental couple or Asian couple that lived there I  
6 think --

7           Q     Okay.

8           A     -- still worked there.

9                     What was the question?

10          Q     My question was, so MJJ had a policy where  
11 you're not allowed to talk to parents and the kids  
12 unless you were spoken to, right?

13          A     Correct.

14          Q     Okay. And my question was, did you ever  
15 tell -- did you ever go tell the parents of these kids  
16 about the things you had seen Mr. Jackson doing, pulling  
17 kids' pants down, the tickling, the touching their  
18 crotches on amusement park rides, any of that behavior?  
19 Did you ever tell the parents and warn them?

20          A     That stuff came after the conversation when  
21 Joy first started bringing her son to the ranch. So I  
22 couldn't have told her about those things. I didn't see  
23 those things yet. Parents, after the first couple  
24 times, didn't come to the ranch that often anymore. And  
25 if they did come, they had their guest suite, which was

1 follow, and we look similar. And it was hearsay that  
2 Michael said that the blonde keeps following me. But it  
3 wasn't me.

4 Q Okay. And that's when you pushed back and  
5 you said this was not me?

6 A Correct.

7 Q And on the bottom of page 77, he said to  
8 you, "Did she make any other threats to you after the  
9 day?" And they're talking about Norma. And you said,  
10 "Through the course of the years, yes. She told me many  
11 times she wasn't a cold-hearted bitch, but she was in  
12 control, and if I didn't like her control, I knew where  
13 the gate was. In the meantime, remember that she always  
14 had control of my life, that was the bottom line." That  
15 was true, correct?

16 A As long as I was employed there, yeah.

17 Q Okay. So she was essentially in control of  
18 what, everything?

19 A All the comings and goings, rules,  
20 regulations.

21 Q Policies, procedures?

22 A Policy. Michael spoke with her. She gave  
23 the direction of Michael's wants.

24 Q Okay. And did you ever hear these  
25 conversations between Norma and Michael or you would

1 at the gate when you got there.

2 Q Was there also a rule that even police were  
3 not allowed onto the ranch without a warrant?

4 A Correct.

5 Q Okay. And was that a rule you agreed with?

6 A There really wasn't a need for the police  
7 force to be on the ranch. We didn't have any type of  
8 violent behavior on the ranch, per se. You know, I  
9 mean, the threats and stuff, you know, weren't what you  
10 would be able to call the police for. And they would  
11 come to the gate to make any arrest after we would hold  
12 somebody.

13 Q Okay. It says -- do you remember doing an  
14 interview with Hard Copy?

15 A Yes.

16 Q And you basically said on camera things that  
17 you had seen at the ranch, correct?

18 A Some of the things, yeah.

19 Q Including what you had seen between Wade and  
20 Michael in the dance room with Michael grabbing his  
21 crotch, correct?

22 A I haven't seen that tape in years and years.  
23 I don't -- I know that I spent time interviewing on the  
24 instruction of my attorney, something I have regretted  
25 doing. But, you know, if you can say under oath that

1 you've seen it, and I've said that, I would take your  
2 word that I had actually --

3 Q Well, I'm just --

4 A -- said it, or if it's in here.

5 Q Sure. Yeah. So page 137, line 24 at the  
6 bottom, it says, "Did you tape the Hard Copy interview  
7 in one setting, or was it more than one setting?"  
8 Answer, "One setting." Question, "Where was the  
9 taping, do you remember?" Answer, "Where did we tape  
10 it?" Question, "Yeah." Question -- answer, "At Ted's  
11 office." Question, "And you talk about seeing the  
12 reflection of Michael and the young boy in the mirror  
13 in the dance room. I might have asked you this question  
14 before, but I want to repeat it. Had you already  
15 spoken about that incident to law enforcement?"  
16 Answer, "I had already spoken to law enforcement."

17 A That's correct.

18 Q So does that refresh your recollection that  
19 you talked about --

20 A Correct.

21 Q -- it in the interview?

22 A Correct.

23 Q Okay.

24 A Okay.

25 Q And what you said in the interview was all

1 true, correct?

2 A Correct.

3 Q And you didn't get paid for that interview,  
4 correct?

5 A My attorney received a check, and out of  
6 that check, I did receive some funds.

7 Q Okay. Do you know how much funds he  
8 received for that?

9 A I don't remember now.

10 Q What's your best estimate?

11 MS. MACISAAC: If you can recall at all.

12 A Thirty thousand, something like that,  
13 35,000.

14 Q But that was the total?

15 MS. MACISAAC: If you recall what you got.

16 A My attorney got a check. He took a third out  
17 of that and I got the balance.

18 Q So you got 20,000?

19 A I don't remember exactly now. It was a nice  
20 amount for me at the time.

21 Q Okay.

22 A Which I looked at it not so much that I was  
23 receiving a benefit. I was looking at it as employment  
24 money because I wasn't able to get employed after I left  
25 the ranch. I mean --



1           Q     Was it all --

2           A     -- so I -- I looked it at as that was money  
3     that I could have got if I got that job and I got a good  
4     reference from the ranch, I would have been employed.  
5     So --

6           Q     Did you use that money also to kind of try  
7     and hide from the media and these people who you felt  
8     were threatening you?

9           MS. MACISAAC: I'm going to object because  
10     this is such blatant, you do this with all the  
11     witnesses, leading. You can ask the witness what  
12     she did with the money.

13          MR. FINALDI: You don't tell me how to ask  
14     my questions. So if you have a question --

15          MS. MACISAAC: Objection. Leading.

16          MR. FINALDI: Thank you.

17 BY MR. FINALDI:

18          Q     Now, did -- did you use --

19          A     I did have to --

20          Q     Yeah.

21          A     -- I -- I went over to friends' places that  
22     had places in Big Bear and -- and other places to stay  
23     away for a while.

24          Q     Okay.

25          A     Basically I used the money to live on to

1           R E P O R T E R ' S   C E R T I F I C A T E

2     STATE OF TENNESSEE

3     COUNTY OF KNOX

4                 I, Kimberly A. Watts, LCR #87, Licensed Court  
5     Reporter and Notary Public in and for the State of  
6     Tennessee, do hereby certify that the above transcript  
7     was reported by me and that the foregoing 297 pages of  
8     the transcript is a true and accurate record to the best  
9     of my knowledge, skills and ability.

10            I further certify that I am not related to nor an  
11     employee of counsel or any of the parties to the action,  
12     nor am I in anyway financially interested in the outcome  
13     of this case.

14            I further certify that I am duly licensed by the  
15     Tennessee Board of Court Reporters as a Licensed Court  
16     Reporter as evidenced by the LCR number and expiration  
17     date following my name below.

18            IN WITNESS WHEREOF, I have hereunto set my hand  
19     and affixed my notarial seal this 27th day of December  
20     2016.

21

22

23

24

25

*Kim Watts*

---

KIMBERLY A. WATTS, LCR #87  
Expiration Date 6/30/2018

Notary Public Commission  
Expires: 04/07/19

# EXHIBIT 27

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
IN AND FOR THE COUNTY OF LOS ANGELES

WADE ROBSON, an individual,	)	CASE NO.:BC508502
	)	
Plaintiff,	)	
	)	
vs.	)	
	)	
MJJ PRODUCTIONS, INC., a California,	)	
corporation; MJJ VENTURES, INC., a	)	
California corporation; and DOES 4-50,	)	
inclusive,	)	
	)	
Defendants.	)	
_____	)	

VIDEOTAPED DEPOSITION OF  
LEROY THOMAS  
MONDAY, AUGUST 21, 2017  
10:13 A.M.

1 MONDAY, AUGUST 21, 2017; 10:13 A.M.

2 PALMDALE, CALIFORNIA

3 -o0o-

4  
5 THE VIDEOGRAPHER: Good morning. This is the  
6 videotaped deposition of Leroy Thomas, Volume I, taken at  
7 514 Rancho Vista Boulevard in Palmdale, California, on  
8 August the 21st of the year 2017 in the matter of Wade  
9 Robson versus MJJ Productions, Inc., et al. Case number  
10 BC508502. This case is being heard in the Superior Court  
11 of the State of California, in and for the County of Los  
12 Angeles.

13 And this deposition is on behalf of the  
14 Plaintiff. My name is Heidi Fielding with Dean Jones  
10:13:08 15 Attorney Video Services of Los Angeles and Santa Ana,  
16 California. This deposition is commencing at 10:13 a.m.

17 Would all present please identify themselves  
18 beginning with the deponent.

19 MR. FINALDI: Say your full name for the  
10:13:24 20 record.

21 THE WITNESS: Leroy A. Thomas.

22 MR. STEINSAPIR: Jonathan Steinsapir of  
23 Kinsella Weitzman for the Defendants MJJ Productions and  
24 MJJ Ventures.  
25

10:13:34 1 MR. FINALDI: Vince Finaldi for the Plaintiff.

2 THE VIDEOGRAPHER: Our court reporter today is  
3 Louann Thibert from Jilio-Ryan Court Reporters. If you  
4 would please administer the oath.

10:13:44 5  
6 LEROY A. THOMAS,  
7 CALLED AS A WITNESS BY AND ON BEHALF OF THE PLAINTIFF,  
8 AFTER BEING DULY SWORN, WAS EXAMINED AND TESTIFIED AS  
9 FOLLOWS:

10:13:44 10  
11 EXAMINATION

12  
13 BY MR. FINALDI:

14 Q Good morning, sir. Have you ever had your  
10:13:59 15 deposition taken before?

16 A Yes, I have.

17 Q Okay. I'm going to go through a couple of the  
18 ground rules for a deposition because I wasn't at that  
19 prior one just to make sure you understand the rules and  
10:14:07 20 that we're both on the same page.

21 There's a court reporter seated to your right  
22 taking down everything that's being said here today. So  
23 for that reason, it's important we get audible responses.  
24 Answers like uh-huh and huh-uh, we might use them in  
10:14:23 25 ordinary conversation but those don't translate well into

11:21:19 1 paid for my time in there.

2 Q You were paid for your time to go to New York  
3 and be on the show?

4 A Go to New York, yeah.

11:21:26 5 Q Correct?

6 A Yes.

7 Q And your travel arrangements were paid for by  
8 the Maury Povich, correct?

9 A Yes. That's what it was, yes.

11:21:36 10 Q And you were on the show to talk about Michael  
11 Jackson, correct?

12 A Yes.

13 Q And what hotel do you -- strike that.

14 Do you recall what hotel you stayed at in New  
11:21:41 15 York?

16 A No, I don't.

17 Q Was it a nice hotel?

18 A It was pretty nice.

19 Q And the Maury Povich Show paid for that?

11:21:47 20 A Yes, they did.

21 Q Do you remember how much total the Maury Povich  
22 Show paid you for your time in connection with the show?

23 A No. I know they just gave us, you know,  
24 like -- it wasn't more than about \$300 just for us, you  
11:22:03 25 know, buy stuff what we need. We need food and stuff

11:22:08 1 like that because they didn't buy food.

2 Q They paid for -- how long were you in New York?

3 A Two days.

4 Q Okay. So they paid for your time to be in New  
11:22:15 5 York, correct?

6 A They paid for the hotel and didn't pay me for  
7 the time. Actually, they didn't give me any money for  
8 that.

9 Q They paid you for a trip to New York, correct?

11:22:22 10 A They paid the trip.

11 Q Did you also appear on a show called Hard Copy?  
12 Do you recall that?

13 A Yes, I did.

14 Q And how much were you paid to appear on that  
11:22:31 15 show?

16 A 20,000.

17 Q So were you paid \$20,000 by Hard Copy to talk  
18 about Michael Jackson on the show, correct?

19 A Yes.

11:22:39 20 Q And that was after you stopped working for  
21 Michael Jackson, correct?

22 A That's correct.

23 Q Okay. And then after you worked for Michael  
24 Jackson, do you recall -- in fact, why don't you take a  
11:22:51 25 look at your statement here, which I think we've marked



11:22:54 1 as Exhibit B and just real quickly. If you go to the  
2 second page of the document. So not page 2 but the  
3 second page of the document. It's right here. And  
4 it's -- just for the record, it's Bates label MES027183.

11:23:12 5 Do you see in the middle there's an attorney's  
6 name there named Charles T. Mathews?

7 A Yes. I remember him.

8 Q And he was your attorney, correct?

9 A Yes, sir.

11:23:19 10 Q And he represented you in your lawsuit against  
11 Michael Jackson, correct?

12 A Yes, he did.

13 Q You said you had very few interactions with  
14 Miss Staikos, correct?

11:23:29 15 A Yes.

16 Q You had a lot more interactions with Michael  
17 Jackson himself?

18 A Yes, I did.

19 Q And you understood that Michael Jackson was  
11:23:34 20 your boss, correct?

21 A That's exactly.

22 Q And you understood that if -- that Michael  
23 Jackson could overrule Miss Staikos, correct?

24 MR. FINALDI: Calls for speculation, calls for  
11:23:43 25 a legal opinion or legal conclusion.

11:23:44 1 MR. STEINSAPIR: Go ahead. Do you want me to  
2 repeat it?

3 THE WITNESS: Yes. He could overrule Miss  
4 Staiko.

11:23:49 5 BY MR. STEINSAPIR:

6 Q And, in fact, one example of that was when you  
7 were let go by Miss Staikos, I think, in 1992 and you  
8 said that Mr. Jackson then rehired you, correct?

9 A That's correct.

11:24:00 10 MR. FINALDI: Same objections.

11 BY MR. STEINSAPIR:

12 Q And subject to counsel's objections, you  
13 understood that Michael basically overruled Miss Staikos  
14 and had you rehired, correct?

11:24:09 15 MR. FINALDI: Same objections. Asked and  
16 answered. You can answer.

17 THE WITNESS: Yes.

18 BY MR. STEINSAPIR:

19 Q Okay. You testified about your shift change  
11:24:23 20 when Michael moved out of Hayvenhurst. Do you remember  
21 talking about that?

22 A Yes.

23 Q So do you remember approximately when Michael  
24 moved out of Hayvenhurst? And just to put it in context,  
11:24:33 25 you started working in '86. You stopped working in '93.

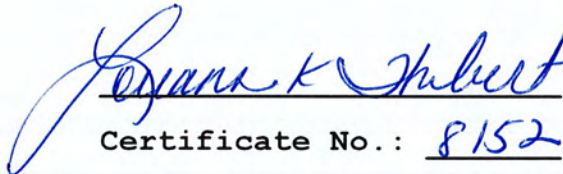
CERTIFICATION  
OF  
CERTIFIED SHORTHAND REPORTER

The undersigned certified shorthand reporter  
of the state of California does hereby certify:

That the foregoing deposition was taken before  
me at the time and place therein set forth, at which  
time the witness was duly sworn by me;

That the testimony of the witness and all  
objections made at the time of the deposition were  
recorded stenographically by me and thereafter  
transcribed, said transcript being a true copy of my  
shorthand notes thereof.

In witness whereof, I have subscribed my name  
this date SEP 05 2017.

  
Certificate No.: 8152

# **EXHIBIT 28**

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
IN AND FOR THE COUNTY OF LOS ANGELES

WADE ROBSON, an individual	)	Case No.: BC508502
	)	[Related to Probate Case
Plaintiff,	)	No. BP117321, In re the
VS.	)	Estate of Michael Joseph
	)	Jackson, and civil case
MJJ PRODUCTIONS, INC., a	)	BC545264, James
California corporation; MJJ	)	Safechuck v. Doe 1, et al]
VENTURES INC., a California	)	
corporation; and DOES 4-50,	)	
inclusive,	)	[Assigned to the
	)	Honorable Mitchell L.
Defendants.	)	Beckloff, Dept. M]
	)	

ORAL AND VIDEOTAPED DEPOSITION

ORIENTA MURDOCK

NOVEMBER 21, 2017

ORAL DEPOSITION OF ORIENTA MURDOCK, produced as a witness at the instance of the Plaintiff, and duly sworn, was taken in the above-styled and numbered cause on the 21st day of November, 2017, from 10:01 a.m. to 3:32 p.m., before Lisa Reyes, CSR in and for the State of Texas, reported in machine shorthand, at the offices of Regus Business Centers, 11200 Broadway, Suite 2743, Pearland, Texas, 77584, pursuant to Notice, Subpoena and the California Rules of Civil Procedure.

1 THE VIDEOGRAPHER: Good morning. It's  
10:00 2 Tuesday, November 21st. The time is approximately  
10:01 3 10:01 a.m. If Counsel could please identify themselves  
10:01 4 for the record.

10:01 5 MR. MACDOWALL: My name is Luke MacDowall  
10:01 6 on behalf of the deponent, Orietta Murdock.

10:01 7 MR. STEWART: Morgan Stewart on behalf of  
10:01 8 Plaintiff Wade Robson.

10:01 9 MR. LISKIN: Aaron Liskin on behalf of  
10:01 10 Defendants MJJ Productions and MJJ Ventures.

10:01 11 ORIETTA MURDOCK  
10:01 12 was called as a witness by the Plaintiff and, being  
10:01 13 first duly sworn, testified as follows:

10:01 14 EXAMINATION

15 BY MR. STEWART:

16 Q. Good morning, Ms. Murdock. My name is Morgan  
10:01 17 Stewart. I introduced myself shortly before the  
10:01 18 deposition. I represent Plaintiff Wade Robson in this  
10:01 19 case entitled Wade Robson versus MJJ Productions and MJJ  
10:01 20 Ventures. Would you go ahead and spell and -- state and  
10:01 21 spell your full name for the record.

10:01 22 A. It's Orietta Murdock. O-r-i-e-t-t-a,  
10:01 23 M-u-r-d-o-c-k.

10:01 24 Q. Okay. And your middle initial is "A"?

10:01 25 A. I don't have one.

10:47 1 A. No.

10:47 2 Q. Did -- at any point did Michael meet your son?

10:47 3 A. Yes.

10:47 4 Q. Approximately, like, how many times did Michael  
10:47 5 meet your son?

10:47 6 A. Twice.

10:47 7 Q. Did -- at any point did you receive feedback  
10:47 8 from anyone that said that Michael had a problem with  
10:47 9 you bringing your son to work during the time period you  
10:47 10 worked for MJJ Productions?

10:47 11 A. No.

10:47 12 MR. MACDOWALL: Objection to form.

10:47 13 Q. (By Mr. Stewart) Are you aware of Norma  
10:47 14 telling -- or stating at any point that she had a  
10:47 15 problem with you bringing your son to work while you  
10:48 16 worked for MJJ Productions?

10:48 17 MR. MACDOWALL: Objection, form.

10:48 18 MR. LISKIN: Objection, vague.

10:48 19 A. No. Not that I know of.

10:48 20 Q. (By Mr. Stewart) At any point did Norma tell  
10:48 21 you that you shouldn't have your son around Michael?

10:48 22 A. What do you mean?

10:48 23 Q. Did she tell you that -- that you shouldn't  
10:48 24 bring Ian around Michael at any point?

10:48 25 A. No.

10:48 1 Q. Did Norma ever tell you that you should  
10:48 2 bring -- should not bring children around Michael at any  
10:48 3 point?

10:48 4 A. No.

10:48 5 Q. Did you ever hear that from anyone, that you  
10:49 6 shouldn't have your son around Michael?

10:49 7 A. No.

10:49 8 Q. Within a month of starting work at MJJ  
10:49 9 Productions did Norma tell you that you should never  
10:49 10 leave your son alone with Michael?

10:49 11 A. Yes.

10:49 12 Q. Did she tell you why?

10:49 13 A. No.

10:49 14 Q. At any point did you learn why you should not  
10:49 15 have your -- leave your son alone with Michael?

10:49 16 MR. MACDOWALL: Objection.

10:49 17 MR. LISKIN: Objection.

10:49 18 MR. MACDOWALL: Foundation.

10:50 19 MR. LISKIN: Calls for speculation, lack of  
10:50 20 foundation.

10:50 21 Q. (By Mr. Stewart) Let me ask it this way.

10:50 22 Did -- at any point while you worked for  
10:50 23 MJJ Productions did you reach an understanding as to why  
10:50 24 you should not leave your son alone with Michael?

10:50 25 MR. MACDOWALL: Objection, form.



11:04 1 A. I believe I have.

11:04 2 Q. Okay. On the last page, which is Page 7,  
11:04 3 you'll see a signature at the bottom. Is that your  
11:04 4 signature?

11:04 5 A. Yes, it is.

11:04 6 Q. Okay. And it says, "Executed this first day of  
11:04 7 February, 1994 in Pasadena, California."

11:05 8 Do you remember executing this document  
11:05 9 back in 1994?

11:05 10 A. I don't remember. But my signature is there so  
11:05 11 I assume I did it.

11:05 12 Q. Okay. Is there any reason to believe you did  
11:05 13 not sign this document?

11:05 14 A. Yeah. Well, the signature is mine but some of  
11:05 15 the wording in here is not how I talk. So --

11:05 16 Q. Okay. Do you remember contributing or  
11:05 17 discussing the execution of a declaration in a case  
11:05 18 called People of the State of California versus Cesar  
11:05 19 Morales Monterroso?

11:05 20 MR. LISKIN: Objection, lack of foundation  
11:05 21 and vague.

11:05 22 A. I have no idea who Cesar Morales Monterroso is.

11:05 23 Q. (By Mr. Stewart) Okay. All right. What -- is  
11:05 24 there anything in here that now that you've had an  
11:05 25 opportunity to read through it that you disagree with?

11:05 1 MR. LISKIN: I mean, objection. Just it's  
11:06 2 a long document.

11:06 3 THE WITNESS: It is.

11:06 4 MR. STEWART: It is a long document, but  
11:06 5 she said some of this isn't --

11:06 6 MR. LISKIN: Okay.

11:06 7 MR. STEWART: -- the way she speaks. So  
11:06 8 I'm trying to figure out what -- whether or not there's  
11:06 9 something in here that she disagrees with or disputes.

11:06 10 MR. MACDOWALL: Objection to the form if  
11:06 11 that's a question.

11:06 12 MR. STEWART: I'll ask it in a question  
11:06 13 form.

11:06 14 Q. (By Mr. Stewart) Isn't -- after reading  
11:06 15 through this -- and I can take it page by page or  
11:06 16 paragraph by paragraph, but it will be shorter and  
11:06 17 easier if I can take it all as a block.

11:06 18 A. Uh-huh.

11:06 19 Q. Is there anything in here that as you've read  
11:06 20 through it that you disagree with?

11:06 21 A. Yes.

11:06 22 Q. Okay. What do you disagree with?

11:06 23 A. I do not recall ever saying that I learned  
11:06 24 firsthand that Michael was a molester. Okay.

11:06 25 I disagree with -- I -- I did speak to the

11:07 1 LAPD but I disagree saying that I made it clear that  
11:07 2 Michael was a child molester. Okay. I did give them  
11:07 3 the information about what I saw, but I never said that  
11:07 4 he was actually a child molester.

11:07 5 I don't -- I know I talked to Norma about  
11:07 6 my son, but I don't recall her telling -- telling me in  
11:07 7 that conversation that if I -- if I said something we'd  
11:07 8 both be out of here. Norma made me privy to a lot of  
11:07 9 conversations that she had with Michael and -- but --  
11:07 10 and she did say to keep it to myself, but it had nothing  
11:07 11 to do with my child.

11:08 12 On No. 12, I -- I did see Norma make  
11:09 13 arrangements for kids to visit Michael. But she made  
11:09 14 arrangements for everybody to visit Michael. Okay.

11:09 15 And on Line 25 on No. 12 where it -- where  
11:09 16 it says, "Although the parents were upset, they accepted  
11:09 17 this representation," who talks like that?

11:09 18 **Q. Attorneys.**

11:09 19 A. Okay. Well, see, that -- I don't.

11:09 20 On No. 13, Line 11, the people that are  
11:10 21 listed here as security guards, they were the concierge,  
11:10 22 not security guards. Just for clarification.

11:10 23 On No. 15, Line 23, it said, "Miko Brando,  
11:10 24 who frequently dropped into the office." Miko worked at  
11:10 25 the office. So it wasn't an issue of frequently. He

11:10 1 had a office there.

11:10 2 I don't recall ever saying, on No. 20, I'm  
11:11 3 at a loss why -- to explain why Michael has been able to  
11:11 4 get away with this activity for so long. I don't recall  
11:11 5 ever saying that. Or the other one where it says his  
11:12 6 activities with children a secret.

11:12 7 That's it.

11:12 8 Q. Okay. Do you remember when you first received  
11:12 9 this declaration and were asked to sign it -- do you  
11:12 10 remember raising those points that you just told us were  
11:12 11 incorrect with -- with whomever asked you to sign it?

11:12 12 MR. LISKIN: Objection.

11:12 13 MR. MACDOWALL: Objection, form.

11:12 14 MR. LISKIN: Lacks foundation, assumes  
11:12 15 facts.

11:12 16 A. I don't recall.

11:12 17 Q. (By Mr. Stewart) Do you remember -- you don't  
11:12 18 remember as we sit here today signing this.

11:12 19 A. No.

11:12 20 Q. Okay. Do you remember being asked to sign a  
11:13 21 document in -- relative to a case happening back in  
11:13 22 1994?

11:13 23 A. I knew -- I was -- I knew that I signed  
11:13 24 something regarding the security guards that were suing  
11:13 25 him. But I don't remember the names and I don't

01:40 1 Q. What does it stand for?

01:40 2 A. Michael Joseph Jackson.

01:40 3 Q. And do you understand -- did you understand  
01:40 4 that MJJ Productions was Michael Jackson's company?

01:40 5 MR. STEWART: Form.

01:40 6 A. Yes.

01:40 7 MR. STEWART: Calling for speculation.

01:40 8 Q. (By Mr. Liskin) And step back for a moment.

01:40 9 Do you have a general understanding of what  
01:40 10 the term "firsthand" means?

01:40 11 A. Yes.

01:40 12 Q. What is your understanding what the term  
01:40 13 "firsthand" means?

01:40 14 A. That I heard it myself; that it was said  
01:40 15 directly to me, not from second -- from somebody else.

01:40 16 Q. You mean like you've seen it yourself.

01:40 17 A. Yes.

01:40 18 Q. Is that right?

01:40 19 A. Yes.

01:40 20 Q. Did you ever go to UNLV for school also?

01:40 21 A. For a summer. For a while. Yes.

01:40 22 Q. Was that in between -- you had moved from L.A.  
01:40 23 to --

01:40 24 A. That was --

01:40 25 Q. -- Las Vegas?

01:40 1 A. Yeah. That was -- I took a break from USC and  
01:40 2 went there for a quick minute.

01:40 3 Q. You never saw Michael Jackson molest a child,  
01:41 4 right?

01:41 5 A. Correct.

01:41 6 Q. You stated that Michael Jackson was eccentric,  
01:41 7 right?

01:41 8 A. Yes.

01:41 9 Q. But eccentric is not the same as a child  
01:41 10 molester, right?

01:41 11 A. Correct.

01:41 12 MR. STEWART: Objection, calls for an  
01:41 13 expert opinion.

01:41 14 Q. (By Mr. Liskin) And there had been some  
01:41 15 questioning about Michael Jackson giving kid -- giving  
01:41 16 toys or gifts to kids or families. Do you know if  
01:41 17 Michael Jackson was charitable generally?

01:41 18 A. Very.

01:41 19 Q. He was very charitable. And that was to  
01:41 20 organizations, children, and adults, right?

01:41 21 A. Correct.

01:41 22 Q. And was Michael Jackson ever generous with you?

01:41 23 A. Yes.

01:41 24 Q. Can you give me any examples that you can  
01:41 25 remember?

01:41 1 A. Shortly after I started working there someone  
01:41 2 broke into my apartment and they stole -- stole  
01:41 3 everything. And Miko drove me home and I guess he went  
01:42 4 back and told Michael about it and then Michael had  
01:42 5 me -- had Norma take me to buy new furniture.

01:42 6 Q. Okay. And do you know if it was more than two  
01:42 7 or 3,000 dollars' worth of furniture?

01:42 8 A. I believe it was.

01:42 9 Q. And did you ever get a loan from MJJ  
01:42 10 Productions?

01:42 11 A. I may have. Yes. You know what. I think I  
01:42 12 did. Because I was trying to move.

01:42 13 Q. You were trying to move out -- out away from  
01:42 14 your parents --

01:42 15 A. Yes.

01:42 16 Q. -- right?

01:42 17 Did you come to work with a bruise on your  
01:42 18 neck?

01:42 19 A. I don't remember that.

01:42 20 Q. Did part of the reason that you wanted to move  
01:42 21 out relate to an altercation that you had with your  
01:42 22 mother?

01:42 23 A. Probably, yes. I mean, I don't remember but --  
01:42 24 it's been so long. But that's a possibility.

01:42 25 Q. Did your mother ever shove you before?

01:42 1 A. Yes.

01:42 2 Q. And did she ever shove you and you bump into  
01:43 3 something and hurt your neck?

01:43 4 A. I don't remember that.

01:43 5 Q. Because he asked questions first -- I also have  
01:43 6 my own outline of notes -- I may ask a few questions  
01:43 7 that have already been asked. And to the extent I do  
01:43 8 that, I apologize in advance. I'm going to try not to  
01:43 9 repeat too much stuff.

01:43 10 But I do believe you did testify you've  
01:43 11 never -- you never saw Michael at the office, right?

01:43 12 A. Correct.

01:43 13 Q. And did you ever see kids at the office?

01:43 14 A. There were a couple that came by to visit.

01:43 15 Q. Do you remember who specifically?

01:43 16 A. There were -- I -- the two I remember were two  
01:43 17 little boys that their father was an athlete named Bo  
01:43 18 Jackson. And they came -- they came and we gave them  
01:43 19 Michael Jackson jackets. And that was it.

01:43 20 Q. Emmanuel Lewis is African-American, right?

01:44 21 A. Correct.

01:44 22 Q. And I believe at some point you testified  
01:44 23 that -- that Norma had told you that Emmanuel Lewis was  
01:44 24 the only kid that was allowed to sleep in Michael  
01:44 25 Jackson's room? Is that right?



01:44 1 A. She said that he was sleeping there with  
01:44 2 Michael and they would stay up all night and play games.

01:44 3 Q. Right. And you -- did you testify that you  
01:44 4 were told that at the same -- essentially the same time  
01:44 5 that you were told not to leave your own kid alone with  
01:44 6 Michael?

01:44 7 A. I don't -- no, I don't recall that. No. Norma  
01:44 8 told me not to leave Ian alone with Michael at the  
01:44 9 office. The Emmanuel Lewis thing I believe happened  
01:44 10 when she was giving me the tour of Neverland.

01:44 11 Q. Okay. How old was your kid when you started  
01:44 12 working? 2?

01:44 13 A. 2. He was born in '87.

01:44 14 Q. And Michael Jackson didn't have kids of his own  
01:45 15 at that time, right?

01:45 16 A. Correct.

01:45 17 Q. And did you typically leave your 2-year-old  
01:45 18 with strangers?

01:45 19 A. No.

01:45 20 Q. And do you -- do you think most non-parents are  
01:45 21 equipped to -- to care for a 2-year-old?

01:45 22 A. No.

01:45 23 Q. Do you know how old Emmanuel Lewis was in 1989?

01:45 24 A. He was probably 50.

01:45 25 Q. And -- and you say that because you understand

01:45 1 that he was smaller than the average person, right?

01:45 2 A. Yeah. But he -- he wasn't a little kid.

01:45 3 Q. He was an adult, correct?

01:45 4 A. I don't know how old he was. But I know he  
01:45 5 wasn't like a 8-year-old or anything like that.

01:45 6 Q. Right. So the fact that Emmanuel Lewis slept  
01:45 7 in Michael's room as potentially an 18-year-old -- or 50  
01:45 8 or something well older than 8 -- isn't necessarily a  
01:46 9 reason for you to be concerned about a 2-year-old being  
01:46 10 alone with Michael, is it?

01:46 11 A. Yeah.

01:46 12 MR. STEWART: Objection, lacks foundation,  
01:46 13 calls for speculation.

01:46 14 A. I -- I, personally, wasn't bothered by that.

01:46 15 Q. (By Mr. Liskin) Do you know whether

01:46 16 Ms. Staikos could fire Michael Jackson?

01:46 17 A. No, she could not fire Michael Jackson.

01:46 18 Q. Do you know whether Michael Jackson could fire  
01:46 19 Norma Staikos?

01:46 20 A. Technically he could.

01:46 21 Q. Well, if I understand correctly, when you got  
01:46 22 fired, Norma went to Michael and said, "You got to fire  
01:46 23 one of us," right?

01:46 24 A. Uh-huh.

01:46 25 Q. Is that correct?

01:45 1 that he was smaller than the average person, right?

01:45 2 A. Yeah. But he -- he wasn't a little kid.

01:45 3 Q. He was an adult, correct?

01:45 4 A. I don't know how old he was. But I know he  
01:45 5 wasn't like a 8-year-old or anything like that.

01:45 6 Q. Right. So the fact that Emmanuel Lewis slept  
01:45 7 in Michael's room as potentially an 18-year-old -- or 50  
01:45 8 or something well older than 8 -- isn't necessarily a  
01:46 9 reason for you to be concerned about a 2-year-old being  
01:46 10 alone with Michael, is it?

01:46 11 A. Yeah.

01:46 12 MR. STEWART: Objection, lacks foundation,  
01:46 13 calls for speculation.

01:46 14 A. I -- I, personally, wasn't bothered by that.

01:46 15 Q. (By Mr. Liskin) Do you know whether

01:46 16 Ms. Staikos could fire Michael Jackson?

01:46 17 A. No, she could not fire Michael Jackson.

01:46 18 Q. Do you know whether Michael Jackson could fire  
01:46 19 Norma Staikos?

01:46 20 A. Technically he could.

01:46 21 Q. Well, if I understand correctly, when you got  
01:46 22 fired, Norma went to Michael and said, "You got to fire  
01:46 23 one of us," right?

01:46 24 A. Uh-huh.

01:46 25 Q. Is that correct?

01:46 1 A. Yes. She told him it was either me or her.

01:46 2 Q. So even though Michael liked you, essentially  
01:46 3 Ms. Staikos put Michael in a bad position where he might  
01:46 4 like you but he either has to like you more than Norma  
01:47 5 or you're fired, right?

01:47 6 A. Well, I don't know if it's a issue of  
01:47 7 whether -- who he liked the most. It's -- it was the  
01:47 8 issue of who -- who he depended the most on.

01:47 9 Q. That's -- that's fair.

01:47 10 Did you ever go on Hard Copy?

01:47 11 A. Yes.

01:47 12 Q. Were you paid for your appearance on Hard Copy?

01:47 13 A. Yes.

01:47 14 Q. Approximately how much money?

01:47 15 A. I believe it was 20,000.

01:47 16 Q. And I don't know what your annual salary was at  
01:47 17 that time but presumably that was, what, a good amount  
01:47 18 of money?

01:47 19 A. Yes, it was.

01:47 20 Q. Do you know if Blanca Francia also went on Hard  
01:47 21 Copy?

01:47 22 A. I don't remember that.

01:47 23 Q. Do you know whether the security guards who  
01:47 24 sued Michael went on Hard Copy?

01:47 25 A. I believe they did. I'm not sure.

01:47 1 Q. Why did you go on Hard Copy?  
01:47 2 A. Because they asked me to.  
01:47 3 Q. Who's the "they"?  
01:47 4 A. Diane Dimond.  
01:48 5 Q. And did she -- why -- why did Diane Dimond come  
01:48 6 to you, if you know?  
01:48 7 A. I don't remember how she found me.  
01:48 8 Q. You don't know why she wanted to talk to you  
01:48 9 specifically?  
01:48 10 A. I mean, everybody wanted -- at that time  
01:48 11 because of the allegation everybody wanted to talk to  
01:48 12 somebody that knew Michael Jackson.

01:48 13 Q. And did she encourage you to say salacious  
01:48 14 things about Michael?  
01:48 15 A. No.  
01:48 16 Q. All right. Did you go on any other television  
01:48 17 programs?  
01:48 18 A. I believe -- no, I did one. The Cristina Show,  
01:48 19 I think. It was Telenovisa.  
01:48 20 Q. Were you paid for that too?  
01:48 21 A. No.  
01:49 22 Q. No. And just -- I've taken a step back.  
01:49 23 Norma told you that Michael Jackson and  
01:49 24 Emmanuel Lewis stayed up all night playing video games,  
01:49 25 right?

01:49 1 A. Correct. Well, playing.

01:49 2 Q. Playing.

01:49 3 A. Yeah.

01:49 4 Q. But Norma never told you Michael Jackson

01:49 5 molests children --

01:49 6 A. No.

01:49 7 Q. -- correct?

01:49 8 A. No, she never did.

01:49 9 Q. And you don't know whether Norma ever saw

01:49 10 Michael Jackson molest a child, right?

01:49 11 A. No, I do not.

01:49 12 Q. And as you sit here today you don't know

01:49 13 whether Michael Jackson ever molested a child, right?

01:49 14 A. Correct.

01:49 15 Q. And you mentioned that Michael Jackson had a

01:49 16 collection of dolls, right?

01:49 17 A. Yes.

01:49 18 Q. And you mentioned that Michael Jackson had --

01:49 19 or testified that he had mannikins with lingerie on it?

01:49 20 A. Yes.

01:50 21 Q. Did having mannikins with lingerie give you the

01:50 22 impression that Michael Jackson was a child molester?

01:50 23 A. No. He was just eccentric, like I already

01:50 24 said.

01:50 25 Q. And he had lots of collections, right?

1 before the completion of the deposition and returned  
2 within 30 days from date of receipt of the transcript.  
3 If returned, the attached Changes and Signature Page  
4 contains any changes and the reasons therefor;

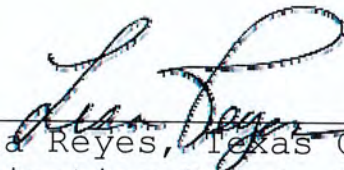
5 \_\_\_\_\_ was not requested by the deponent or a  
6 party before the completion of the deposition.

7 I further certify that I am neither attorney  
8 or counsel for, nor related to, nor employed by any of  
9 the parties to the action in which this testimony was  
10 taken.

11 Further, I am not a relative or employee of  
12 any attorney of record in this case, nor do I have a  
13 financial interest in the action.

14 Subscribed and sworn to on this 20th day of  
15 December, 2017.

16  
17  
18  
19  
20  
21  
22  
23  
24  
25

  
\_\_\_\_\_  
Lisa Reyes, Texas CSR 1865  
Expiration Date: 12/31/2017  
Jilio-Ryan Reporters  
14661 Franklin Avenue, Suite 150  
Tustin, California 92780  
800.454.1230



# **EXHIBIT 29**



RECEIVED JUN 24 2013  
D-5

CONFORMED COPY  
OF ORIGINAL FILED  
Los Angeles Superior Court

MAY 10 2013

John A. Clarke, Executive Officer/Clerk

Y  Deputy  
Victor Sino-Cruz

GRADSTEIN & MARZANO, P.C.  
Henry Gradstein (State Bar No. 89747)  
hgradstein@gradstein.com  
Maryann R. Marzano (State Bar No. 96867)  
mmarzano@gradstein.com  
6310 San Vicente Boulevard, Suite 510  
Los Angeles, California 90048  
Telephone: (323) 776-3100  
Fax: (323) 931-4990

Attorneys for Plaintiff Wade Robson

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES

BC508502

WADE ROBSON, an individual,

Plaintiff,

vs.

DOE 1, an individual; DOE 2, a California  
corporation; DOE 3, a California corporation;  
and DOES 4-50, inclusive,

Defendants.

Case No.

**COMPLAINT FOR CHILDHOOD  
SEXUAL ABUSE**

**(California Code of Civil Procedure  
Section 340.1)**

*Jury Trial Demanded*

**SUBJECT TO PENDING MOTION TO FILE UNDER SEAL**

1 Plaintiff WADE ROBSON hereby makes this claim for childhood sexual abuse and alleges  
2 as follows:

3 **CAUSE OF ACTION FOR CHILDHOOD SEXUAL ABUSE**

4 **(Against All Defendants Pursuant to Cal. Code Civ. Proc. § 340.1)**

5 **Parties**

6 1. Plaintiff WADE ROBSON ("Plaintiff") is a thirty (30) year old male individual and  
7 resident of the County of Los Angeles, State of California. Plaintiff was born in Australia and  
8 immigrated to Los Angeles, California at the age of eight (8) on or about September 1, 1991.  
9 Plaintiff has been dancing since at least the age of five (5) and is an internationally acclaimed  
10 director and choreographer of innumerable international music tours, television performances,  
11 music videos, and commercials, as well as a theatrical motion picture. He has also achieved  
12 substantial success as a musical producer and songwriter, whose songs are contained on albums  
13 that have sold in excess of 17 million copies worldwide, as well as having been signed as a  
14 recording artist to a major label record company, along with acting and hosting his own television  
15 show on MTV, as well as having been offered roles on other network television shows. He is the  
16 recipient of an Emmy award for outstanding choreography and has received numerous other  
17 professional accolades for his work since the age of 5. At all times relevant herein, Plaintiff was a  
18 minor child entrusted to Doe 1, Doe 2 and Doe 3's care within the State of California as described  
19 more fully below.

20 2. Defendant DOE 1, a male individual, was one of the most famous and successful  
21 entertainers in pop music history. Plaintiff is informed, believes, and thereupon alleges that, at all  
22 times relevant herein, Doe 1 was a resident of the State of California and maintained residences in  
23 the Counties of Los Angeles and Santa Barbara. Plaintiff is further informed and believes, and  
24 thereupon alleges, that Doe 1 died in Los Angeles, California on June 25, 2009, at the age of fifty  
25 (50). The estate of Doe 1 is currently in administration before the Probate Court of the County of  
26 Los Angeles.

27 3. Plaintiff is informed and believes, and thereupon alleges, that Defendant DOE 2 is

28 a [REDACTED]

1 [REDACTED]  
2 [REDACTED]  
3 [REDACTED]  
4 [REDACTED]  
5 [REDACTED]  
6 [REDACTED]

7 4. Plaintiff is informed and believes, and thereupon alleges, that Defendant DOE 3 is

8 [REDACTED]  
9 [REDACTED]  
10 [REDACTED]  
11 [REDACTED]  
12 [REDACTED]  
13 [REDACTED]  
14 [REDACTED]

15 5. In doing the acts complained of herein, Doe 1 acted individually and through the  
16 instrumentalities of Defendants Doe 2 and Doe 3, who were his co-conspirators, alter egos, aiders,  
17 abettors and agents for the nefarious acts alleged herein. As a result thereof, Defendants Doe 2 and  
18 Doe 3 are liable for Doe 1's acts of childhood sexual abuse pursuant to Code of Civil Procedure  
19 Section 340.1(a)(2) and (3). Defendant Doe 1 is also personally liable for his acts of childhood  
20 sexual abuse pursuant to Code of Civil Procedure Section 340.1(a)(1).

21 6. Plaintiff is ignorant of the true names and capacities, whether individual, corporate,  
22 and associate or otherwise, of the remaining Doe Defendants sued herein, and sues each of them  
23 by such fictitious names. Plaintiff is informed and believes, and thereupon alleges, that each of  
24 the Defendants DOES 4 through 50, inclusive, is, and at all times relevant herein was, in some  
25 manner responsible for the wrongful acts as herein alleged and/or participated in or contributed to  
26 the matters and things of which Plaintiff complains herein, and in some fashion has legal  
27 responsibility. When Plaintiff ascertains the names and capacities of the fictitiously named  
28

1 Defendants DOES 4 through 50, inclusive, Plaintiff will seek leave to amend this Complaint to set  
2 forth such facts.

3 7. Plaintiff is informed and believes, and thereupon alleges, that each Defendant is,  
4 and at all times relevant herein was, the co-conspirator, alter ego, aider, abettor and agent of his,  
5 her or its co-Defendants, and in committing the acts alleged herein, was acting within the scope of  
6 his, her or its authority as such and with the knowledge, permission and consent of his, her or its  
7 co-Defendants. All actions of each Defendant were ratified and approved by every other  
8 Defendant.

9 **General Allegations**

10 8. Plaintiff was born in Australia on September 17, 1982. One of his earliest  
11 memories, from age two (2), is of his mother showing him her video cassette of Doe 1's "The  
12 Making of Thriller." Plaintiff was instantly fascinated with the video and watched it every day. He  
13 quickly began to emulate Doe 1's dance moves. Over the next few years, his fascination with Doe  
14 1 and dancing and being like him grew into an obsession. Doe 1 became "God" to Plaintiff.

15 9. In November 1987, when Plaintiff was five (5) years old, he entered a dance-a-like  
16 competition run by [REDACTED] in conjunction with Doe 1's music tour in Australia. Plaintiff won the  
17 competition, and the prize was a meet-and-greet with Doe 1 following one of his concerts. The  
18 meet-and-greet went well, and Doe 1 invited Plaintiff to dance on stage with him at a concert a  
19 few nights later. Plaintiff and his mother also spent a few hours visiting with Doe 1 in his hotel  
20 suite the next day.

21 10. Plaintiff's life became all about dance performances, imitating Doe 1. Two years  
22 later, in or about January 1990, when Plaintiff was 7 years old, Plaintiff and his family took a trip  
23 to California because Plaintiff's dance company, Johnny Young Talent School, was invited to  
24 perform at Disneyland. Plaintiff's mother, father, sister (not brother) and maternal grandparents  
25 accompanied Plaintiff as the idea was to also turn the trip into a family vacation. After the  
26 performance, Plaintiff's mother contacted Norma Staikos (Doe 1's personal assistant [REDACTED]) and  
27 a meeting was arranged for Plaintiff to meet with Doe 1 at a recording studio in Van Nuys,  
28

1 California on the following day, February 2, 1990. Following that meeting Doe 1 invited the entire  
2 family to stay the weekend at his ranch in Santa Barbara County, "Neverland," which they did.

3 11. The first night of the weekend, on or about February 3, 1990, Plaintiff and his sister  
4 slept in Doe 1's bedroom (a two floor bedroom suite with beds both in the downstairs and upstairs  
5 areas), in the same bed with Doe 1 downstairs. The rest of the family slept in the separate guest  
6 quarters. Doe 1 employed an alarm system on his bedroom so as to prevent others from entering  
7 without his knowledge. Audible alarms would go off in his bedroom once anyone began to enter  
8 the approximately 30-foot hallway that led to his room. Doe 1 would also hang "do not disturb"  
9 signs on the bedroom door. It was an unspoken rule not to enter Doe 1's room while he was there.

10 12. The next night, Plaintiff's sister, who was 3 years older than Plaintiff, expressed  
11 concern about sleeping in the same bed with Doe 1, and suggested they both sleep upstairs.  
12 Plaintiff declined and again slept with Doe 1 downstairs. The sexual activities began on or about  
13 that night, February 4, 1990. [REDACTED]

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED] That was the beginning of Doe 1's sexual abuse of Plaintiff which over the next 7  
17 years would regularly include sexual acts as described in paragraph 23 below.

18 13. That first night, Doe 1 began telling Plaintiff, "We can never tell anyone what WE  
19 are doing. People are ignorant and they would never understand that we love each other and this is  
20 how we show it. If anyone were to ever find out, OUR lives and careers would be over." Plaintiff  
21 swore to Doe 1 that he would never tell a soul.

22 14. Plaintiff's family left the ranch on Monday to continue their road trip, but left  
23 Plaintiff behind to stay with Doe 1. Plaintiff slept in Doe 1's bed every night and sexual abuse  
24 took place every night. Plaintiff's family returned to stay with Plaintiff at the ranch the following  
25 weekend. Again, Plaintiff slept in bed with Doe 1 while the family slept elsewhere in the house.  
26 The sexual abuse continued on each of those nights. The following Monday, Plaintiff, his mother  
27 and sister went to stay with Doe 1 at his apartment in the Westwood section of Los Angeles on  
28 Wilshire Blvd, across the street from a Holiday Inn, while Plaintiff's father and grandparents

1 continued on their road trip for a few more days. Plaintiff slept with Doe 1 in his bed at the  
2 Westwood apartment; Plaintiff's mother and sister stayed across the street at the Holiday Inn  
3 hotel. The sexual abuse occurred on each of those nights as well. Later that week, the entire  
4 family returned to Australia.

5 15. It was during this first trip that Doe 1 gave Plaintiff the nickname "little one." Doe  
6 1 continued to call Plaintiff "little one" until his death in 2009.

7 16. It was also on this trip that Doe 1 began to fill Plaintiff with information such as,  
8 "Study the greats and become greater. Be the best or nothing at all. Rule the world. Be in the  
9 history books. Immortalize yourself," and prophesied that Plaintiff "will be a film director bigger  
10 than Steven Spielberg." As far as Plaintiff was concerned, his fate was written.

11 17. Over the next two years, until approximately September 1, 1991, when Plaintiff, his  
12 mother and sister moved to California, Plaintiff and his mother remained in constant contact with  
13 Doe 1. During this period, Plaintiff and Doe 1 would frequently speak on the telephone for hours  
14 each week. Plaintiff and Doe 1 would constantly send faxes back and forth to each other.  
15 Plaintiff's mother was also in regular contact with Norma Staikos [REDACTED] and  
16 arranged for Plaintiff and his mother to travel to California to be with Doe 1 on two occasions, one  
17 for one week and one for approximately six weeks. Whenever Plaintiff was with Doe 1 during this  
18 period, they slept together in the same bed and the sexual abuse continued every night they were  
19 together. On these visits, Doe 1 began to show Plaintiff explicit adult porn in the form of  
20 magazines, books and videos. Doe 1 encouraged Plaintiff to call him "Dad" and Doe 1 would call  
21 Plaintiff "son." Doe 1 told Plaintiff that he loved him.

22 18. Eventually, in order to arrange for their immigration to America, Doe 1 arranged  
23 for [REDACTED] to hire Plaintiff and his mother, and arranged for Plaintiff, his  
24 mother and sister to move permanently to California. [REDACTED] applied for an H1-B visa in  
25 September 1991 for Plaintiff to work with Doe 1 on various projects. According to the visa  
26 application, Plaintiff was [REDACTED] Doe 2 and Doe 3 also [REDACTED]

[REDACTED]  
[REDACTED] The visa applications and related

1 correspondence refer to [REDACTED]

2 [REDACTED] submitted an application for an H-4 visa for Plaintiff's minor  
3 sister so that she could accompany Plaintiff and his mother.

4 19. Plaintiff's father and brother, approximately 10 years older than Plaintiff, stayed in  
5 Australia. By then, Plaintiff's father had been diagnosed with bi-polar disorder and his relationship  
6 with Plaintiff's mother had deteriorated. Plaintiff recalls the date of their move to California  
7 because it was 2 weeks before he turned nine (9) on September 17, 1991.

8 20. [REDACTED]  
9 Plaintiff's mother acted as his manager. She also acted as a "talent recruiter" with responsibility  
10 for recruiting Australian talent for [REDACTED]. However, Doe 1 was not concerned with  
11 her efforts to recruit Australian talent and focused more on Plaintiff, often asking Plaintiff's  
12 mother to drop Plaintiff off and pick him up for visits with Doe 1 at his condo in Century City  
13 which Doe 1 nicknamed "The Hideout." In or about 1993, Plaintiff's mother went to work for a  
14 hair studio and makeup company for which she was paid a salary [REDACTED] for  
15 several years. After Plaintiff's mother stopped working for the hair and makeup company, [REDACTED]  
16 [REDACTED] Plaintiff's understanding of the need for  
17 this arrangement was to facilitate their immigration and continued stay in America. Plaintiff's  
18 mother stopped [REDACTED] in or about 1998, once she, Plaintiff and  
19 Plaintiff's sister received permanent resident status in the United States.

20 21. Doe 1 arranged for Plaintiff to dance in some of his music videos, which helped  
21 Plaintiff get a dance agent and start his career in Los Angeles. By age eleven (11), Plaintiff was  
22 part of a musical group and released an album on Doe 1's record label. He also formed a troupe of  
23 dancing children which made appearances nationwide. By the age of 14, he received his first job  
24 as a stage choreographer for a musical group which led to many others for internationally renowned  
25 recording artists, choreographing and directing tours, television performances and choreographing  
26 commercials, all while he was still a teenager. Doe 1 was his father figure and mentor.

27 22. The sexual activities between Doe 1 and Plaintiff continued regularly in total for a  
28 seven (7) year period from the time Plaintiff was seven (7) years old to the time until Plaintiff was

1 fourteen (14) years old. Plaintiff lived with his mother and sister in Los Angeles (they returned to  
2 Australia to visit every two years or so). Plaintiff would stay with Doe 1 from time to time  
3 dividing their time between the Santa Barbara ranch and the Hideout in Century City when they  
4 were together.

5 23. From that first night of abuse up until the last night at the Universal Hilton when  
6 Plaintiff was fourteen (14) the sexual activities that occurred between Plaintiff and Doe 1 regularly  
7 included: [REDACTED]

8 [REDACTED]  
9 [REDACTED]  
10 [REDACTED]  
11 [REDACTED]  
12 [REDACTED]  
13 [REDACTED] Once

14 Plaintiff began showing signs of puberty around age 13, Doe 1 was no longer as interested in him  
15 sexually and the sexual encounters were less frequent. [REDACTED]

16 [REDACTED]  
17 [REDACTED]  
18 [REDACTED]  
19 [REDACTED]  
20 [REDACTED]

21 25. Plaintiff loved Doe 1 like a father and believed he owed everything to him. He did  
22 not believe he was sexually abused. Most distressing for Plaintiff was [REDACTED]

23 [REDACTED]  
24 [REDACTED] Until recent insight-oriented  
25 psychotherapy following a nervous breakdown as described below, Plaintiff did not see this as  
26 sexual abuse and never believed he was sexually abused by Doe 1. He swore to Doe 1 that he  
27 would go to the grave and never tell anyone. On September 14, 1993, one of the other boys,  
28 Jordan Chandler, brought a civil lawsuit against Doe 1 which also resulted in a criminal



1 investigation of Doe 1. Plaintiff was subpoenaed to testify before a Grand Jury in Los Angeles. He  
2 was 11 years old. Doe 1 selected, hired and paid for counsel who represented Plaintiff in relation  
3 to his Grand Jury subpoena, to which Plaintiff's mother refused to let him testify. As a result of  
4 Plaintiff's refusal, Judge Lance Ito (the Judge in the O.J. Simpson 1994 criminal case) charged  
5 Plaintiff with contempt. A juvenile officer met with Plaintiff and his mother and told them he had  
6 to consider Plaintiff a child charged with a crime and possibly take Plaintiff to juvenile  
7 incarceration. A compromise was negotiated through Doe 1's attorneys whereby Plaintiff would  
8 testify in a private session, not before the full Grand Jury panel.

9         26. When the Jordan Chandler child sexual abuse allegations surfaced, Doe 1 would  
10 telephone Plaintiff nearly every day and speak with him for hours on the phone prior to Plaintiff's  
11 testimony. Doe 1 actively and consciously coached Plaintiff in the form of role playing and would  
12 say to Plaintiff on the phone, "You know they are listening right now. They are saying we did all  
13 of this disgusting sexual stuff. We never did any of that, right?" Plaintiff would play along and  
14 answer, "No way!"

15         27. Doe 1 told Plaintiff who was then 11 years old that if he ever told anyone about  
16 what they did, it would ruin both of them "and we [Plaintiff and Doe 1] would go to jail for the  
17 rest of our lives. Our lives and careers would be over. We've got to fight this. We've got to beat  
18 them together." In Plaintiff's words, Doe 1 "brain washed" him into being a "good soldier" for  
19 Doe 1. Moreover, Plaintiff, as most victims, loved Doe 1 unconditionally as a father and mentor  
20 and did not want anything harmful to happen to him. When finally brought in for questioning,  
21 Plaintiff denied any sexual abuse. The Chandler civil suit was settled on January 25, 1995 and the  
22 criminal charges were dropped. Thereafter, both as a child and as an adult, Plaintiff continued an  
23 internationally acclaimed career as a performer, musical songwriter and producer, director and  
24 choreographer of innumerable international music tours, television performances, music videos  
25 and commercials.

26         28. In 2002, when Plaintiff was twenty (20) years old, Plaintiff's father committed  
27 suicide by hanging himself. Plaintiff recently learned from his father's sister that the thought that  
28

1 Plaintiff might have been sexually abused by Doe 1 was a huge source of anxiety and depression  
2 for his father.

3         29. In 2005, Doe 1 was tried in Santa Barbara for child sexual abuse, among other  
4 counts. Plaintiff was subpoenaed to testify. Doe 1 continued to call him constantly and perform  
5 similar role playing as he did with Plaintiff during the Chandler investigation, telling Plaintiff  
6 "They are making up all these lies about you and I, saying that we did all this disgusting sexual  
7 stuff. They are just trying to take US down, take away my power and my money, take away OUR  
8 careers. We can't let them do this. We have to fight them together." Plaintiff's state of mind was  
9 the same as when he testified in connection with the criminal investigation in late 1993. Plaintiff  
10 had completely "compartmentalized" those events as separate from and unrelated to the rest of his  
11 life and did not believe or understand that he had been sexually abused. Plaintiff testified in that  
12 trial on May 5, 2005 and denied that sexual abuse had occurred.

13         30. On June 25, 2009, Doe 1 died.

14         31. In 2011, Plaintiff was hired to direct his first theatrical motion picture, Step Up 4, a  
15 dance film with an approximate \$30 million budget. It was the start of the culmination of  
16 everything he and Doe 1 had hoped that Plaintiff would accomplish – Plaintiff believed Doe 1's  
17 prophecy about Plaintiff was coming true. At the end of April 2011, for reasons unknown to him  
18 at the time, Plaintiff was overwhelmed with stress and anxiety and quit the film shortly before the  
19 start of principal photography. Plaintiff then suffered the first of his two (2) nervous breakdowns  
20 with the inability to function in everyday society. To help cope and find an answer as to what  
21 Plaintiff was going through, as he was unable to continue working whatsoever, he began seeing a  
22 cognitive psychologist on May 16, 2011, for approximately one (1) month. They discussed Doe 1,  
23 but Plaintiff did not tell [REDACTED] about their sexual activities.

24         32. Plaintiff began to work again a couple of months later in mid-July 2011 with his  
25 former sense of "invincibility." But then he had his second and final nervous breakdown in March  
26 2012. He has not worked since and no longer is able to work in his former professions in the  
27 entertainment industry at all. Plaintiff did not understand at the time of his second nervous  
28 breakdown the reasons he was unable to work and continue doing what he used to love.

1           33.     In approximately mid-April 2012 Plaintiff began insight-oriented psychotherapy  
2 with a skilled psychotherapist [REDACTED] with whom he met twice a week in the  
3 beginning and subsequently saw once a week. It took until May 8, 2012 before Plaintiff began to  
4 tell [REDACTED] about his sexual activities with Doe .This was the first person on the planet that the  
5 Plaintiff shared this information with. Thereafter, he gradually came to understand and admit that  
6 he was sexually abused as a child and that this childhood sexual abuse caused psychological  
7 injury, illness and damage. Plaintiff did not discover or reasonably could have discovered that his  
8 psychological injury, illness and damage was caused by childhood sexual abuse until after his  
9 second breakdown led him to begin insight-oriented psychotherapy with [REDACTED]

10           **Charging Allegations**

11           34.     As set forth more fully above, Doe 1, together with his co-conspirators, alter egos,  
12 aiders and abettors and agents Doe 2 and Doe 3, intentionally committed the following act against  
13 Plaintiff that occurred when Plaintiff was under the age of eighteen (18) and which would have  
14 been proscribed by Section 266j of the Penal Code or any prior laws of California of similar effect  
15 at the time the act was committed by intentionally giving, transporting, providing, or making  
16 available, or offering to give, transport, provide, or make available to another person, Plaintiff who  
17 was a child under the age of sixteen (16) for the purpose of any lewd or lascivious act as defined in  
18 Penal Code Section 288, or by causing, inducing, or persuading Plaintiff, a child under the age of  
19 sixteen (16), to engage in such an act with another person.

20           35.     As set forth more fully above, Doe 1, together with his co-conspirators, alter egos,  
21 aiders and abettors and agents Doe 2 and Doe 3, intentionally committed the following act against  
22 Plaintiff that occurred when Plaintiff was under the age of eighteen (18) and which would have  
23 been proscribed by Section 286(b)(1) of the Penal Code or any prior laws of California of similar  
24 effect at the time the act was committed by participating in [REDACTED]

[REDACTED]  
[REDACTED]  
[REDACTED]

28           36.     As set forth more fully above, Doe 1, together with his co-conspirators, alter egos,

1 aiders and abettors and agents Doe 2 and Doe 3, intentionally committed the following act against  
2 Plaintiff that occurred when Plaintiff was under the age of eighteen (18) and which would have  
3 been proscribed by Section 286(b)(2) of the Penal Code or any prior laws of California of similar  
4 effect at the time the act was committed by [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

8 37. As set forth more fully above, Doe 1, together with his co-conspirators, alter egos,  
9 aiders and abettors and agents Doe 2 and Doe 3, intentionally committed the following act against  
10 Plaintiff that occurred when Plaintiff was under the age of eighteen (18) and which would have  
11 been proscribed by Section 286(c)(2)(A) of the Penal Code or any prior laws of California of  
12 similar effect at the time the act was committed by [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

16 38. As set forth more fully above, Doe 1, together with his co-conspirators, alter egos,  
17 aiders and abettors and agents Doe 2 and Doe 3, intentionally committed the following act against  
18 Plaintiff that occurred when Plaintiff was under the age of eighteen (18) and which would have  
19 been proscribed by Section 286(c)(2)(C) of the Penal Code or any prior laws of California of  
20 similar effect at the time the act was committed by [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

25 39. On multiple occasions, as set forth more fully above, Doe 1, together with his co-  
26 conspirators, alter egos, aiders and abettors and agents Doe 2 and Doe 3, intentionally committed  
27 the following act against Plaintiff that occurred when Plaintiff was under the age of eighteen (18)  
28 and which would have been proscribed by Section 288(a) of the Penal Code or any prior laws of

1 California of similar effect at the time the act was committed by [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

6 40. On multiple occasions, as set forth more fully above, Doe 1, together with his co-  
7 conspirators, alter egos, aiders and abettors and agents Doe 2 and Doe 3, intentionally committed  
8 the following act against Plaintiff that occurred when Plaintiff was under the age of eighteen (18)  
9 and which would have been proscribed by Section 288(b)(1) of the Penal Code or any prior laws  
10 of California of similar effect at the time the act was committed by [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

15 41. On multiple occasions, as set forth more fully above, Doe 1, together with his co-  
16 conspirators, alter egos, aiders and abettors and agents Doe 2 and Doe 3, intentionally committed  
17 the following act against Plaintiff that occurred when Plaintiff was under the age of eighteen (18)  
18 and which would have been proscribed by Section 288a(b)(1) of the Penal Code or any prior laws  
19 of California of similar effect at the time the act was committed by [REDACTED]  
[REDACTED]  
[REDACTED]

22 42. On multiple occasions, as set forth more fully above, Doe 1, together with his co-  
23 conspirators, alter egos, aiders and abettors and agents Doe 2 and Doe 3, intentionally committed  
24 the following act against Plaintiff that occurred when Plaintiff was under the age of eighteen (18)  
25 and which would have been proscribed by Section 288a(b)(2) of the Penal Code or any prior laws  
26 of California of similar effect at the time the act was committed [REDACTED]  
[REDACTED]  
[REDACTED]

1 [REDACTED]

2 43. On multiple occasions, as set forth more fully above, Doe 1, together with his co-  
3 conspirators, alter egos, aiders and abettors and agents Doe 2 and Doe 3, intentionally committed  
4 the following act against Plaintiff that occurred when Plaintiff was under the age of eighteen (18)  
5 and which would have been proscribed by Section 288a(c)(1) of the Penal Code or any prior laws  
6 of California of similar effect at the time the act was committed by [REDACTED]

7 [REDACTED]  
8 [REDACTED]  
9 [REDACTED]

10 44. On multiple occasions, as set forth more fully above, Doe 1, together with his co-  
11 conspirators, alter egos, aiders and abettors and agents Doe 2 and Doe 3, intentionally committed  
12 the following act against Plaintiff that occurred when Plaintiff was under the age of eighteen (18)  
13 and which would have been proscribed by Section 288a(c)(2)(A) of the Penal Code or any prior  
14 laws of California of similar effect at the time the act was committed by [REDACTED]

15 [REDACTED]  
16 [REDACTED]

17 45. On multiple occasions, as set forth more fully above, Doe 1, together with his co-  
18 conspirators, alter egos, aiders and abettors and agents Doe 2 and Doe 3, intentionally committed  
19 the following act against Plaintiff that occurred when Plaintiff was under the age of eighteen (18)  
20 and which would have been proscribed by Section 288a(c)(2)(B) of the Penal Code or any prior  
21 laws of California of similar effect at the time the act was committed by [REDACTED]

22 [REDACTED]  
23 [REDACTED]  
24 [REDACTED]

25 46. On multiple occasions, as set forth more fully above, Doe 1, together with his co-  
26 conspirators, alter egos, aiders and abettors and agents Doe 2 and Doe 3, intentionally committed  
27 the following act against Plaintiff that occurred when Plaintiff was under the age of eighteen (18)  
28 and which would have been proscribed by Section 288a(c)(2)(C) of the Penal Code or any prior

1 laws of California of similar effect at the time the act was committed by [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

5 47. On multiple occasions, as set forth more fully above, Doe 1, together with his co-  
6 conspirators, alter egos, aiders and abettors and agents Doe 2 and Doe 3, intentionally committed  
7 the following act against Plaintiff that occurred when Plaintiff was under the age of eighteen (18)  
8 and which would have been proscribed by Section 288a(c)(3) of the Penal Code or any prior laws  
9 of California of similar effect at the time the act was committed by [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

14 48. On multiple occasions, as set forth more fully above, Doe 1, together with his co-  
15 conspirators, alter egos, aiders and abettors and agents Doe 2 and Doe 3, intentionally committed  
16 the following act against Plaintiff that occurred when Plaintiff was under the age of eighteen (18)  
17 and which would have been proscribed by Section 289(h) of the Penal Code or any prior laws of  
18 California of similar effect at the time the act was committed by [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

24 49. On multiple occasions, as set forth more fully above, Doe 1, together with his co-  
25 conspirators, alter egos, aiders and abettors and agents Doe 2 and Doe 3, intentionally committed  
26 the following act against Plaintiff that occurred when Plaintiff was under the age of eighteen (18)  
27 and which would have been proscribed by Section 289(i) of the Penal Code or any prior laws of  
28 California of similar effect at the time the act was committed by [REDACTED]

[REDACTED]

7           50.     On multiple occasions, as set forth more fully above, Doe 1, together with his co-  
8 conspirators, alter egos, aiders and abettors and agents Doe 2 and Doe 3, intentionally committed  
9 the following act against Plaintiff that occurred when Plaintiff was under the age of eighteen (18)  
10 and which would have been proscribed by Section 289(j) of the Penal Code or any prior laws of  
11 California of similar effect at the time the act was committed by [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

18           51.     On multiple occasions, as set forth more fully above, Doe 1, together with his co-  
19 conspirators, alter egos, aiders and abettors and agents Doe 2 and Doe 3, intentionally committed  
20 the following act against Plaintiff that occurred when Plaintiff was under the age of eighteen (18)  
21 and which would have been proscribed by Section 647.6(a)(1) of the Penal Code or any prior laws  
22 of California of similar effect at the time the act was committed by [REDACTED]

[REDACTED]

24           52.     On multiple occasions, as set forth more fully above, Doe 1, together with his co-  
25 conspirators, alter egos, aiders and abettors and agents Doe 2 and Doe 3, [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



1           53.     On multiple occasions, as set forth more fully above, Doe 1, together with his co-  
2 conspirators, alter egos, aiders and abettors and agents Doe 2 and Doe 3, [REDACTED]

6           54.     The physical contact alleged above, offends one's reasonable sense of personal  
7 dignity.

8           55.     Doe 1's acts were performed in co-conspiracy and with the aid and abetment and  
9 full knowledge and approval of the other Defendants.

10          56.     Defendants' conduct alleged above would cause a reasonable person to suffer  
11 severe mental and emotional distress.

12          57.     But for the psychological injury, illness and damage caused by the childhood  
13 sexual abuse as alleged herein, Plaintiff would have continued on as one of the most successful  
14 talents in the entertainment industry. Virtually no other individual to date in the entertainment  
15 industry has achieved success in so many diverse areas. It is not a question of whether Plaintiff  
16 would have been successful; Plaintiff had already been successful in the following areas: (i) as a  
17 recording artist signed to a major label, as well as having been offered several other major label  
18 record deals; (ii) a multi-platinum selling songwriter and musical producer, whose songs are  
19 contained on albums which have sold in excess of 17 million copies worldwide; (iii) as a dancer  
20 and Emmy award winning choreographer, as well as having been a talent judge on a major  
21 network television program; (iv) director of live stage productions, major concert stadium tours,  
22 numerous television performances at the Grammys, MTV Music Video Awards, Billboard Awards  
23 and many others, directing music videos, and theatrical motion pictures; and (v) acting (having  
24 hosted his own MTV television series entitled the "Wade Robson Project") as well being offered  
25 leads in other network television series. Plaintiff directed major worldwide stadium concert  
26 productions for international superstar groups, in which he was responsible for production budgets  
27 of between \$8-9 million dollars; he also was director of choreography for various live stage  
28 shows, including Cirque du Soleil in Las Vegas; and was offered direction of the opening

1 sequence of the Oscars as well as the motion picture alleged above [REDACTED] one of the most  
2 successful executives in the history of the music business, having sold his company [REDACTED]  
3 and [REDACTED] for \$2.7 billion, personally identified Plaintiff as one of the three most  
4 talented songwriters with whom he has worked. Very few others have been able to achieve success  
5 in so many diverse areas, and all of which has now come to an end.

6 58. As a direct and proximate result of Defendants' childhood sexual abuse, rather than  
7 continue on his career path and become an international superstar, Plaintiff now only associates  
8 the entertainment industry with the psychological injury, illness and damage resulting from  
9 Defendants' despicable conduct. Plaintiff has been unable to work and has been forced to decline  
10 many prestigious and lucrative job offers, such as directing the opening number for the Academy  
11 Awards (Oscars), major worldwide tours for [REDACTED], and various stage  
12 and stadium concert productions for other superstars. In addition, Plaintiff is unable to continue  
13 writing songs or producing music, as well as being unable to continue performing and directing in  
14 any manner or capacity whatsoever.

15 59. As a direct and proximate result of Defendants' childhood sexual abuse as alleged  
16 above, Plaintiff has suffered and will continue to suffer (a) severe mental and emotional distress  
17 including, but not limited to, severe anxiety, stress, anger, fear, low self-esteem, shame,  
18 humiliation, depression and physical distress; (b) expenses for mental health professionals and  
19 other medical treatment; and (c) loss of past and future earnings and other economic benefits  
20 according to proof at the time of trial.

21 60. Defendants' conduct alleged above was intentional, outrageous, malicious,  
22 despicable and beyond the bounds of decent behavior. Defendants committed the foregoing  
23 despicable acts, intentionally, maliciously, wantonly, oppressively and with a conscious disregard  
24 for Plaintiff's rights as a child. Plaintiff is therefore entitled to punitive damages against all  
25 Defendants in an amount sufficient to punish, deter and make an example of them according to  
26 proof at trial.

27 ///

28 ///

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**PRAYER FOR RELIEF**

Wherefore, Plaintiff prays for Judgment against Defendants and each of them as follows:

1. For compensatory damages according to proof;
2. For punitive damages according to proof;
3. For an award of interest, including prejudgment interest, at the legal rate;
4. For an award of attorneys' fees, to the extent permitted by law;
5. For costs of suit incurred herein; and
6. For such other and further relief as the Court deems just and appropriate.

Dated: April 30, 2013

GRADSTEIN & MARZANO, P.C.  
HENRY GRADSTEIN  
MARYANN R. MARZANO

By: 

Henry Gradstein  
Attorneys for Plaintiff WADE ROBSON

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**DEMAND FOR JURY TRIAL**

A trial by Jury is hereby demanded by Plaintiff.

Dated: April 30, 2013

GRADSTEIN & MARZANO, P.C.  
HENRY GRADSTEIN  
MARYANN R. MARZANO

By:



Henry Gradstein  
Attorneys for Plaintiff WADE ROBSON

**PROOF OF SERVICE**

**STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

At the time of service, I was over 18 years of age and **not a party to this action**. I am employed in the County of Los Angeles, State of California. My business address is 808 Wilshire Boulevard, 3rd Floor, Santa Monica, CA 90401.

On December 7, 2020, I served true copies of the following document(s) described as **DEFENDANTS MJJ PRODUCTIONS' AND MJJ VENTURES' COMPENDIUM OF EVIDENCE IN SUPPORT OF MOTION AND MOTION FOR SUMMARY JUDGMENT OR, IN THE ALTERNATIVE, SUMMARY ADJUDICATION OF ISSUES** on the interested parties in this action as follows:

John C. Manley  
Vince W. Finaldi  
Alex E. Cunny  
**Manly, Stewart & Finaldi**  
19100 Von Karman Ave., Suite 800  
Irvine, CA 92612

*Attorneys for Plaintiff Wade Robson*

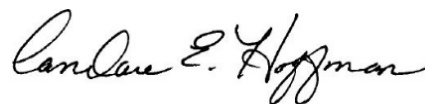
Phone: 949-252-9990  
Fax: 949-252-9991  
Email: [vfinaldi@manlystewart.com](mailto:vfinaldi@manlystewart.com)  
[jmanly@manlystewart.com](mailto:jmanly@manlystewart.com)  
[acunny@manlystewart.com](mailto:acunny@manlystewart.com)  
[kfrederiksen@manlystewart.com](mailto:kfrederiksen@manlystewart.com)

☐ **BY MAIL:** I enclosed the document(s) in a sealed envelope or package addressed to the persons at the addresses listed above and placed the envelope for collection and mailing, following our ordinary business practices. I am readily familiar with Kinsella Weitzman Iser Kump LLP's practice for collecting and processing correspondence for mailing. On the same day that the correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope with postage fully prepaid.

☒ **BY E-MAIL OR ELECTRONIC TRANSMISSION:** I caused a copy of the document(s) to be sent from e-mail address [choffman@kwikalaw.com](mailto:choffman@kwikalaw.com) to the persons at the e-mail addresses listed above. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

☒ **BY OVERNIGHT DELIVERY:** I caused said document(s) to be enclosed in an envelope or package provided by the overnight service carrier and addressed to the persons at the addresses listed above or on the attached Service List. I caused the envelope or package to be placed for collection and overnight delivery at an office or a regularly utilized drop box of the overnight service carrier or delivered such document(s) to a courier or driver authorized by the overnight service carrier to receive documents.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on December 7, 2020, at Los Angeles, California.



Candace E. Hoffman