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6 Brandon Phillips, Paul Gongaware, and
Timothy Leiweke
7

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

11 KATHERINE JACKSON, individually and
as the Guardian ad Litem of MICHAEL
12 JOSEPH JACKSON, JR., PARIS-
MICHAEL KATHERINE JACKSON, and
13 PRINCE MICHAEL JACKSON II,

14 Plaintiffs,

15 v.

16 AEG LIVE, LLC, ANSCHUTZ
ENTERTAINMENT GROUP, INC.,
17 BRANDON PHILLIPS (aka RANDY
PHILLIPS), an individual, PAUL
18 GONGAWARE, an individual, and
TIMOTHY LEIWEKE, an individual, and
19 DOES 1-100, inclusive,

20 Defendants.

Case No. BC445597

Assigned to: Hon. Yvette Palazuelos

**DEFENDANT AEG LIVE, LLC'S
RESPONSES AND OBJECTIONS TO
PLAINTIFF KATHERINE JACKSON'S
FIRST SET OF SPECIAL
INTERROGATORIES**

Complaint filed: September 15, 2010
Defendants served: November 30, 2010
Trial Date: September 10, 2012

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22 **PROPOUNDING PARTY: PLAINTIFF KATHERINE JACKSON**
23 **RESPONDING PARTY: DEFENDANT AEG LIVE, LLC**
24 **SET NUMBER: ONE**
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1 In accordance with California Code of Civil Procedure section 2030.010 *et seq.*, defendant
2 AEG Live, LLC (“AEG LIVE”) hereby responds and objects to the First Set of Special Interrogatories
3 propounded by plaintiff Katherine Jackson as follows:

4 **PRELIMINARY STATEMENT**

5 AEG LIVE has not yet completed its investigation of the facts relating to this action, has not
6 yet completed discovery, and has not yet completed its preparation for summary judgment, and, if
7 necessary, trial. Consequently, the following responses are given without prejudice to the right to
8 produce subsequently discovered evidence relating to the proof of presently known material facts, and
9 to produce all evidence, whenever discovered, relating to the proof of subsequently-discovered
10 material facts. Furthermore, although AEG LIVE has no obligation to later supplement or update
11 these responses to these Special Interrogatories, AEG LIVE expressly reserves its right under Code of
12 Civil Procedure section 2030.310 to supplement in the event any particular response is found to
13 contain inadvertently omitted or mistakenly stated information.

14 **GENERAL OBJECTIONS**

15 AEG LIVE objects to each particular Special Interrogatory contained in the Special
16 Interrogatories on the following grounds, which are hereby incorporated within each response set
17 forth below:

18 1. AEG LIVE objects to each Special Interrogatory to the extent it seeks information
19 protected from disclosure by the attorney-client privilege, the attorney’s work product doctrine, or
20 similar privileges or protections. AEG LIVE hereby asserts all such applicable privileges and
21 protections. In the event that any privileged or protected information is inadvertently provided, such
22 production shall not be deemed or construed to constitute a waiver of any privilege or right of AEG
23 LIVE, which reserves its rights to demand that Katherine Jackson return any document reflecting or
24 containing such information and copies thereof and to prevent the use of such information.

25 2. AEG LIVE objects to each Special Interrogatory to the extent it seeks information
26 protected by any rights of privacy under California or federal law.

27 3. AEG LIVE objects to each Special Interrogatory to the extent it seeks confidential or
28 proprietary information of AEG LIVE or any third party.

1 4. AEG LIVE made a diligent search and reasonable inquiry in a good faith effort to
2 respond to the Special Interrogatories. However, AEG LIVE's discovery and investigation into the
3 matters specified are ongoing. Accordingly, AEG LIVE responds to the Special Interrogatories based
4 on the information presently available to it and without prejudice to its right to amend, supplement or
5 clarify its responses or to present evidence later acquired or discovered by AEG LIVE. In addition to
6 any information it provides in response to the Special Interrogatories, AEG LIVE reserves the right to
7 use later acquired or discovered information or documents, at any proceeding, including trial, in this
8 or any other action. Further, AEG LIVE reserves the right to make further objections that become
9 apparent as additional information and documents are located and reviewed.

10 5. AEG LIVE objects to each Special Interrogatory to the extent it is overbroad or
11 harassing, or subjects AEG LIVE to unwarranted annoyance, embarrassment, oppression, or to burden
12 and expense incommensurate with Katherine Jackson's legitimate discovery needs. AEG LIVE's
13 responses are made pursuant to, and as limited by, its legal obligations.

14 6. AEG LIVE objects to each Special Interrogatory to the extent it seeks information that
15 is irrelevant, beyond the scope of permissible discovery, inadmissible, or not reasonably calculated to
16 lead to the discovery of admissible evidence.

17 7. AEG LIVE objects to each Special Interrogatory to the extent it is vague, ambiguous,
18 or potentially subject to multiple interpretations, understandings or meanings. To the extent that
19 Katherine Jackson's interpretation of a given Special Interrogatory differs in a material way, AEG
20 LIVE reserves the right to supplement its response(s).

21 8. AEG LIVE objects to each Special Interrogatory to the extent it seeks information
22 outside the time frame relevant to this action.

23 9. AEG LIVE objects to each Special Interrogatory to the extent it seeks information
24 outside AEG LIVE's possession, custody, or control, or seeks to expand obligations of AEG LIVE
25 beyond those imposed by law.

26 10. AEG LIVE objects to each Special Interrogatory as unduly burdensome, expensive,
27 and oppressive to the extent it seeks information currently in Katherine Jackson's possession, custody
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1 or control, is publicly available, or is obtainable from some other source that is more convenient, less
2 burdensome or less expensive.

3 11. AEG LIVE objects to each Special Interrogatory to the extent it assumes the
4 admissibility, truth, accuracy, or relevance of any information or document, or seeks an admission
5 from AEG LIVE concerning such matters. Further, for every proceeding in this or any other action,
6 AEG LIVE makes these responses without waiver of or prejudice to, and with express reservation of,
7 its right to object on any ground to the use of these responses, or the information provided and
8 documents identified in conjunction herewith, including without limitation, objections addressing
9 issues of authenticity, foundation, relevancy, materiality, privilege, and admissibility. AEG LIVE
10 reserves its right to object on any ground to any other discovery request that involves or relates to the
11 same information, documents or matters relating thereto.

12 12. AEG LIVE's responses herein do not in any way constitute an adoption of Katherine
13 Jackson's purported defined words or phrases contained in the Special Interrogatories. AEG LIVE
14 objects to the defined terms to the extent they (i) are unclear, ambiguous, subject to multiple
15 interpretations, overly broad, or unduly burdensome; (ii) are inconsistent with the ordinary and
16 customary meaning of the words or phrases they purport to define; (iii) seek to expand obligations of
17 AEG LIVE beyond those imposed by law; (iv) include assertions of purported fact that are inaccurate
18 or at the very least are disputed by the parties to this action; or (v) incorporate other purported defined
19 terms that suffer from such defects. AEG LIVE bases its responses upon its good faith understanding
20 of the information being sought. To the extent that Katherine Jackson's interpretation of a given
21 request differs in a material way, AEG LIVE reserves the right to supplement its response(s).
22 Without limiting the breadth and general application of these objections, AEG LIVE makes the
23 following objections regarding Katherine Jackson's use of certain defined terms:

24 a. AEG LIVE objects to Katherine Jackson's definition of "IDENTIFY" as used in
25 Special Interrogatories 6, 11, 18, 23, 28, and 35 with respect to documents as unduly
26 burdensome, as it seeks to require AEG LIVE to individually identify potentially hundreds of
27 thousands of documents relating to a given topic and provide a "summary of pertinent
28 contents" for each document so identified. AEG LIVE will produce documents in its

1 possession, custody, and control in response to plaintiff's document requests. Plaintiff is as
2 capable as AEG LIVE of reviewing documents produced and assessing the relevance of their
3 contents.

4 b. AEG LIVE objects to Katherine Jackson's definition of "IDENTIFY" as used in
5 Special Interrogatories 1, 3, 5, 8, 10, 17, 22, 27, and 34 with respect to persons, firms and
6 entities as overly broad and unduly burdensome to the extent it seeks information not within
7 AEG LIVE's possession, custody and control, such as the address and status of persons not
8 employed by AEG LIVE.

9 c. AEG LIVE objects to Katherine Jackson's definition of "YOU" and "YOUR," as
10 used in Special Interrogatories 4-7, 9-28, 30-31, and 33-35 as overly broad. AEG LIVE
11 answers these Special Interrogatories on behalf of itself and not on behalf of any other entity
12 or individual.

13 d. AEG LIVE objects to Katherine Jackson's definition of the "THIS IS IT TOUR," as
14 used in Special Interrogatories 8-11, 29, and 33-35, as vague and ambiguous in that it defines
15 the tour as "promoted by AEG." AEG did not promote the "This Is It" Tour.

16 e. AEG LIVE objects to Katherine Jackson's definition of "DOCUMENTS" as
17 vague and ambiguous to the extent it requests AEG LIVE to identify or refer to documents
18 that may be within the possession, custody, or control of another individual or entity.
19 AEG LIVE will only identify or refer to documents in its responses that are within its
20 possession, custody, or control.

21 f. As used in AEG LIVE's responses, "or" means "and/or," and "and" means "and/or."

22 13 AEG LIVE objects to each Special Interrogatory as being overly broad and unduly
23 burdensome to the extent that it asks AEG LIVE to provide addresses and telephone numbers for
24 witnesses already known to Katherine Jackson and to the extent that it asks AEG LIVE to identify
25 each person who has a copy of documents that have already been produced and/or made available to
26 Katherine Jackson.

1 protections. AEG LIVE incorporates each of its General Objections as though fully set forth in
2 response to this Interrogatory.

3 Subject to and without waiving any of its objections, AEG LIVE responds as follows: No.

4 **SPECIAL INTERROGATORY NO. 3:**

5 If AEG LIVE made any payments or provided any funds in any way to Dr. Tohme Tohme
6 during the period from January 1, 2007 to the present, please IDENTIFY any PERSON who has
7 knowledge of such payments and/or funds.

8 **RESPONSE TO SPECIAL INTERROGATORY NO. 3:**

9 AEG LIVE has yet to complete its discovery, investigation, and preparation for trial. As a
10 result, facts, witnesses, and documents about which this Interrogatory inquires may not yet have been
11 discovered. AEG LIVE objects to this Interrogatory to the extent that it seeks information protected
12 by the attorney-client privilege, the attorney's work product doctrine, and other privileges or
13 protections. AEG LIVE incorporates each of its General Objections as though fully set forth in
14 response to this Interrogatory.

15 Subject to and without waiving any of its objections, AEG LIVE responds as follows: AEG
16 LIVE did not make any payments or provide any funds to Dr. Tohme during this period.

17 **SPECIAL INTERROGATORY NO. 4:**

18 Did YOU advance any sums of money to MICHAEL JACKSON during the time period from
19 January of 2009 to July of 2009?

20 **RESPONSE TO SPECIAL INTERROGATORY NO. 4:**

21 AEG LIVE has yet to complete its discovery, investigation, and preparation for trial. As a
22 result, facts, witnesses, and documents about which this Interrogatory inquires may not yet have been
23 discovered. AEG LIVE objects to this Interrogatory to the extent that it seeks information protected
24 by the attorney-client privilege, the attorney's work product doctrine, and other privileges or
25 protections. AEG LIVE further objects to this Interrogatory as ambiguous as it does not define
26 "advance." AEG LIVE will construe "advance" to mean advanced an "Artist Advance," as
27 defined in the January 26, 2009 contract, paragraph 4.2.4. AEG LIVE incorporates each of its
28 General Objections as though fully set forth in response to this Interrogatory.

1 Subject to and without waiving any of its objections, AEG LIVE responds as follows:

2 Yes.

3 **SPECIAL INTERROGATORY NO. 5:**

4 If YOU advanced any sums of money to MICHAEL JACKSON during the time period
5 from January of 2009 to June of 2009, please IDENTIFY any PERSON who has knowledge of
6 such advancement.

7 **RESPONSE TO SPECIAL INTERROGATORY NO. 5:**

8 AEG LIVE has yet to complete its discovery, investigation, and preparation for trial. As a
9 result, facts, witnesses, and documents about which this Interrogatory inquires may not yet have been
10 discovered. AEG LIVE objects to this Interrogatory to the extent that it seeks information protected
11 by the attorney-client privilege, the attorney's work product doctrine, and other privileges or
12 protections. AEG LIVE further objects to this Interrogatory as ambiguous as it does not define
13 "advance." AEG LIVE will construe "advance" to mean advanced an "Artist Advance," as
14 defined in the January 26, 2009 contract, paragraph 4.2.4. AEG LIVE incorporates each of its
15 General Objections as though fully set forth in response to this Interrogatory.

16 Subject to and without waiving any of its objections, AEG LIVE responds as follows:
17 Alberto Alvarez (no affiliation with AEG LIVE); Dan Beckerman (Chief Operating Officer &
18 Chief Financial Officer, Anschutz Entertainment Group, 110 S. Flower Street, Suite 3200, Los
19 Angeles, CA 90015); Jeffrey T. Cannon (Cannon & Company, 10850 Wilshire Blvd., Suite
20 1200); Frank DiLeo (deceased, no affiliation with AEG LIVE); Paul Gongaware (Co-CEO,
21 Concerts West, the touring division of AEG Live, LLC, 5750 Wilshire Blvd., Suite 501, Los
22 Angeles, CA 90036); Connie Hernandez (Director of Accounting, Provident Financial
23 Management); Julie Hollander (Vice President/Controller Event Operations Finance, AEG Live,
24 LLC, 5750 Wilshire Blvd., Suite 501, Los Angeles, CA 90036); John Hougdaahl; Cindy Medina
25 (Finance Manager, AEG Live, LLC, 5750 Wilshire Blvd., Suite 501, Los Angeles, CA 90036);
26 Tom Miserendino (Chief Operating Officer, AEG Live, LLC, 5750 Wilshire Blvd., Suite 501,
27 Los Angeles, CA 90036); Kay Orgill (Corporate Controller, AEG Live, 5750 Wilshire Blvd., Ste.
28 501, Los Angeles, CA 90036, (323) 900-3818); Cecelia Ontiveros (Cash Manager, AEG Live,

1 5750 Wilshire Blvd., Ste. 501, Los Angeles, CA 90036); Randy Phillips (President/CEO, AEG
2 Live, LLC, 5750 Wilshire Blvd., Suite 501, Los Angeles, CA 90036); Lynn Siew; Joyce Sudzyk
3 (AEG); Dr. Tohme Tohme (no affiliation with AEG LIVE); Shawn Trell (Senior Vice President
4 and General Counsel of AEG Live, LLC, 5750 Wilshire Blvd., Ste. 501, Los Angeles, CA
5 90036); Rick Webking (Chief Financial Officer, AEG Live, LLC, 5750 Wilshire Blvd., Suite 501,
6 Los Angeles, CA 90036), Timm Woolley (Tour business manager); and Michael Amir Williams
7 (no affiliation with AEG LIVE).

8 **SPECIAL INTERROGATORY NO. 6:**

9 If YOU advanced any sums of money to MICHAEL JACKSON during the time period
10 from January of 2009 to June of 2009, please IDENTIFY any DOCUMENT that relates to such
11 advancement.

12 **RESPONSE TO SPECIAL INTERROGATORY NO. 6:**

13 AEG LIVE has yet to complete its discovery, investigation, and preparation for trial. As a
14 result, facts, witnesses, and documents about which this Interrogatory inquires may not yet have been
15 discovered. AEG LIVE objects to this Interrogatory to the extent that it seeks information protected
16 by the attorney-client privilege, the attorney's work product doctrine, and other privileges or
17 protections. AEG LIVE further objects to this Interrogatory as ambiguous as it does not define
18 "advanced." AEG LIVE will construe "advanced" to mean advanced an "Artist Advance," as
19 defined in the January 26, 2009 contract, paragraph 4.2.4. AEG LIVE incorporates each of its
20 General Objections as though fully set forth in response to this Interrogatory, including specifically its
21 objection to the term "identify" as used with regard to documents as unduly burdensome.

22 Subject to and without waiving any of its objections, AEG LIVE responds as follows:
23 The January 26, 2009 contract between AEG LIVE's subsidiary AEG Live Productions, LLC,
24 doing business as Concerts West, LLC, on the one hand, and Michael Jackson and the Michael
25 Jackson Company, LLC, on the other hand, provided for these advancements. Pursuant to Code of
26 Civil Procedure section 2030.230, AEG LIVE also refers plaintiff to documents AEG LIVE will
27 produce in response to Request for Production No. 18 of Katherine Jackson's First Set of Requests for
28 Production of Documents to AEG Live.

1 **SPECIAL INTERROGATORY NO. 7:**

2 Did YOU pay for, whether in whole or in part, the home Michael Jackson resided in at
3 100 Carolwood Way in Los Angeles during the time period from January of 2009 to June of
4 2009?

5 **RESPONSE TO SPECIAL INTERROGATORY NO. 7:**

6 AEG LIVE has yet to complete its discovery, investigation, and preparation for trial. As a
7 result, facts, witnesses, and documents about which this Interrogatory inquires may not yet have been
8 discovered. AEG LIVE objects to this Interrogatory to the extent that it seeks information protected
9 by the attorney-client privilege, the attorney's work product doctrine, and other privileges or
10 protections. AEG LIVE further objects to this Interrogatory as ambiguous, as it does not define
11 "pay for." AEG LIVE will define "pay for" to include "advanced on behalf of Michael Jackson
12 pursuant to the January 26, 2009 Agreement between AEG LIVE and Michael Jackson." AEG
13 LIVE incorporates each of its General Objections as though fully set forth in response to this
14 Interrogatory.

15 Subject to and without waiving any of its objections, AEG LIVE responds as follows:
16 Yes.

17 **SPECIAL INTERROGATORY NO. 8:**

18 Please IDENTIFY every PERSON who was employed by AEG LIVE who had worked on
19 the pre-production of the "THIS IS IT TOUR" being promoted by AEG LIVE.

20 **RESPONSE TO SPECIAL INTERROGATORY NO. 8:**

21 AEG LIVE has yet to complete its discovery, investigation, and preparation for trial. As a
22 result, facts, witnesses, and documents about which this Interrogatory inquires may not yet have been
23 discovered. AEG LIVE objects to this Interrogatory to the extent that it seeks information protected
24 by the attorney-client privilege, the attorney's work product doctrine, and other privileges or
25 protections. AEG LIVE further objects to this Interrogatory as vague and ambiguous as it does not
26 define the term "pre-production" or the term "employed by." AEG will construe "pre-production" to
27 mean preparations taking place between March 1, 2009 and June 25, 2009, for the "This Is It" Tour
28 scheduled to take place commencing in July 2009. AEG LIVE will construe the term "employed by"

1 to mean employees of AEG LIVE, not independent contractors. AEG LIVE incorporates each of its
2 General Objections as though fully set forth in response to this Interrogatory.

3 Subject to and without waiving any of its objections, AEG LIVE responds as follows:
4 Sasha Arciniega, Katie Brogan, Kelly DiStefano, Jennifer Doland, Rachel Galaviz, Paul
5 Gongaware, Julie Hollander, Arlyne Lewiston, Cindy Medina, John Meglen, Tom Miserendino,
6 Amy Morrison, Randy Phillips, Madeline Schilder, Lynn Siew, Shawn Trell, Larry Vallon, Rick
7 Webking.

8 **SPECIAL INTERROGATORY NO. 9:**

9 Did YOU ever have any COMMUNICATION with MICHAEL JACKSON about him
10 missing rehearsals for the "THIS IS IT TOUR"?

11 **RESPONSE TO SPECIAL INTERROGATORY NO. 9:**

12 AEG LIVE has yet to complete its discovery, investigation, and preparation for trial. As a
13 result, facts, witnesses, and documents about which this Interrogatory inquires may not yet have been
14 discovered. AEG LIVE objects to this Interrogatory to the extent that it seeks information protected
15 by the attorney-client privilege, the attorney's work product doctrine, and other privileges or
16 protections. AEG LIVE incorporates each of its General Objections as though fully set forth in
17 response to this Interrogatory.

18 Subject to and without waiving any of its objections, AEG LIVE responds as follows:
19 Yes.

20 **SPECIAL INTERROGATORY NO. 10:**

21 If YOU ever had any COMMUNICATION with MICHAEL JACKSON about him missing
22 rehearsals for the "THIS IS IT TOUR", please IDENTIFY any PERSON who has knowledge of such
23 COMMUNICATION.

24 **RESPONSE TO SPECIAL INTERROGATORY NO. 10:**

25 AEG LIVE has yet to complete its discovery, investigation, and preparation for trial. As a
26 result, facts, witnesses, and documents about which this Interrogatory inquires may not yet have been
27 discovered. AEG LIVE objects to this Interrogatory to the extent that it seeks information protected
28 by the attorney-client privilege, the attorney's work product doctrine, and other privileges or

1 protections. AEG LIVE incorporates each of its General Objections as though fully set forth in
2 response to this Interrogatory.

3 Subject to and without waiving any of its objections, AEG LIVE responds as follows:
4 Conrad Murray, Frank DiLeo (deceased), Paul Gongaware, Kenneth Ortega, Randy Phillips, and
5 Michael Amir Williams.

6 **SPECIAL INTERROGATORY NO. 11:**

7 If YOU ever had any COMMUNICATION with MICHAEL JACKSON about him
8 missing rehearsals for the "THIS IS IT TOUR", please IDENTIFY any DOCUMENT that relates
9 to such COMMUNICATION.

10 **RESPONSE TO SPECIAL INTERROGATORY NO. 11:**

11 AEG LIVE has yet to complete its discovery, investigation, and preparation for trial. As a
12 result, facts, witnesses, and documents about which this Interrogatory inquires may not yet have been
13 discovered. AEG LIVE objects to this Interrogatory to the extent that it seeks information protected
14 by the attorney-client privilege, the attorney's work product doctrine, and other privileges or
15 protections. AEG LIVE incorporates each of its General Objections as though fully set forth in
16 response to this Interrogatory.

17 Subject to and without waiving any of its objections, AEG LIVE responds as follows:
18 Pursuant to Code of Civil Procedure section 2030.230, AEG LIVE refers to documents AEG LIVE
19 will produce in response to Request for Production No. 26 of Katherine Jackson's First Set of
20 Requests for Production of Documents to AEG Live.

21 **SPECIAL INTERROGATORY NO. 12:**

22 Did YOU ever instruct MICHAEL JACKSON to stop taking any kind of prescription
23 medication?

24 **RESPONSE TO SPECIAL INTERROGATORY NO. 12:**

25 AEG LIVE has yet to complete its discovery, investigation, and preparation for trial. As a
26 result, facts, witnesses, and documents about which this Interrogatory inquires may not yet have been
27 discovered. AEG LIVE objects to this Interrogatory to the extent that it seeks information protected
28 by the attorney-client privilege, the attorney's work product doctrine, and other privileges or

1 protections. AEG LIVE incorporates each of its General Objections as though fully set forth in
2 response to this Interrogatory.

3 Subject to and without waiving any of its objections, AEG LIVE responds as follows: No.

4 **SPECIAL INTERROGATORY NO. 13:**

5 Did YOU ever instruct MICHAEL JACKSON to stop treatment from any doctor?

6 **RESPONSE TO SPECIAL INTERROGATORY NO. 13:**

7 AEG LIVE has yet to complete its discovery, investigation, and preparation for trial. As a
8 result, facts, witnesses, and documents about which this Interrogatory inquires may not yet have been
9 discovered. AEG LIVE objects to this Interrogatory to the extent that it seeks information protected
10 by the attorney-client privilege, the attorney's work product doctrine, and other privileges or
11 protections. AEG LIVE incorporates each of its General Objections as though fully set forth in
12 response to this Interrogatory.

13 Subject to and without waiving any of its objections, AEG LIVE responds as follows: No.

14 **SPECIAL INTERROGATORY NO. 14:**

15 Did YOU ever recommend to MICHAEL JACKSON that he start taking any kind of
16 prescription medication?

17 **RESPONSE TO SPECIAL INTERROGATORY NO. 14:**

18 AEG LIVE has yet to complete its discovery, investigation, and preparation for trial. As a
19 result, facts, witnesses, and documents about which this Interrogatory inquires may not yet have been
20 discovered. AEG LIVE objects to this Interrogatory to the extent that it seeks information protected
21 by the attorney-client privilege, the attorney's work product doctrine, and other privileges or
22 protections. AEG LIVE incorporates each of its General Objections as though fully set forth in
23 response to this Interrogatory.

24 Subject to and without waiving any of its objections, AEG LIVE responds as follows: No.

25 **SPECIAL INTERROGATORY NO. 15:**

26 Did YOU ever recommend to MICHAEL JACKSON that he start treatment from any
27 doctor?

28

1 **RESPONSE TO SPECIAL INTERROGATORY NO. 15:**

2 AEG LIVE has yet to complete its discovery, investigation, and preparation for trial. As a
3 result, facts, witnesses, and documents about which this Interrogatory inquires may not yet have been
4 discovered. AEG LIVE objects to this Interrogatory to the extent that it seeks information protected
5 by the attorney-client privilege, the attorney's work product doctrine, and other privileges or
6 protections. AEG LIVE incorporates each of its General Objections as though fully set forth in
7 response to this Interrogatory.

8 Subject to and without waiving any of its objections, AEG LIVE responds as follows: No.

9 **SPECIAL INTERROGATORY NO. 16:**

10 Did YOU have any COMMUNICATION with DR. CONRAD MURRAY during the time
11 period from January of 2009 to July of 2009?

12 **RESPONSE TO SPECIAL INTERROGATORY NO. 16:**

13 AEG LIVE has yet to complete its discovery, investigation, and preparation for trial. As a
14 result, facts, witnesses, and documents about which this Interrogatory inquires may not yet have been
15 discovered. AEG LIVE objects to this Interrogatory to the extent that it seeks information protected
16 by the attorney-client privilege, the attorney's work product doctrine, and other privileges or
17 protections. AEG LIVE incorporates each of its General Objections as though fully set forth in
18 response to this Interrogatory.

19 Subject to and without waiving any of its objections, AEG LIVE responds as follows:

20 Yes.

21 **SPECIAL INTERROGATORY NO. 17:**

22 If YOU had any COMMUNICATION with DR. CONRAD MURRAY during the time
23 period from January of 2009 to July of 2009, please IDENTIFY any PERSON who has
24 knowledge of such COMMUNICATION.

25 **RESPONSE TO SPECIAL INTERROGATORY NO. 17:**

26 AEG LIVE has yet to complete its discovery, investigation, and preparation for trial. As a
27 result, facts, witnesses, and documents about which this Interrogatory inquires may not yet have been
28 discovered. AEG LIVE objects to this Interrogatory to the extent that it seeks information protected

1 by the attorney-client privilege, the attorney's work product doctrine, and other privileges or
2 protections. AEG LIVE incorporates each of its General Objections as though fully set forth in
3 response to this Interrogatory.

4 Subject to and without waiving any of its objections, AEG LIVE responds as follows:
5 John Branca, Paul Gongaware, Kathy Jorrie, Michael Kane, Joel Katz, Timothy Leiweke, Conrad
6 Murray, Kenneth Ortega, Randy Phillips, Brigitte Segal, Robert Taylor (insurance broker at
7 Robertson Taylor), Shawn Trell, and Timm Woolley.

8 **SPECIAL INTERROGATORY NO. 18:**

9 If YOU had any COMMUNICATION with DR. CONRAD MURRAY during the time
10 period from January of 2009 to July of 2009, please IDENTIFY any DOCUMENT that relates to
11 such COMMUNICATION.

12 **RESPONSE TO SPECIAL INTERROGATORY NO. 18:**

13 AEG LIVE has yet to complete its discovery, investigation, and preparation for trial. As a
14 result, facts, witnesses, and documents about which this Interrogatory inquires may not yet have been
15 discovered. AEG LIVE objects to this Interrogatory to the extent that it seeks information protected
16 by the attorney-client privilege, the attorney's work product doctrine, and other privileges or
17 protections. AEG LIVE incorporates each of its General Objections as though fully set forth in
18 response to this Interrogatory.

19 Subject to and without waiving any of its objections, AEG LIVE responds as follows:
20 Pursuant to Code of Civil Procedure section 2030.230, AEG LIVE refers to documents AEG LIVE
21 is producing in response to Request for Production No. 3 of Katherine Jackson's First Set of
22 Requests for Production of Documents to AEG Live.

23 In addition, AEG LIVE believes there are documents in the possession of Luce, Forward,
24 Hamilton & Scripps LLP, referencing communications made by Kathy Jorrie (a Luce, Forward
25 attorney who represented AEG LIVE in negotiations with Murray) to Dr. Murray, as well as
26 communications from Dr. Murray. AEG LIVE also believes there are documents in the
27 possession of Timm Woolley (an independent contractor who served as business manager for the
28

1 *This Is It* Tour), referencing communications made to Dr. Murray on AEG LIVE's behalf, as well
2 as communications from Dr. Murray.

3 **SPECIAL INTERROGATORY NO. 19:**

4 At any point in time from January of 2009 to July of 2009, did YOU request that DR.
5 CONRAD MURRAY treat or care for Michael Jackson?

6 **RESPONSE TO SPECIAL INTERROGATORY NO. 19:**

7 AEG LIVE has yet to complete its discovery, investigation, and preparation for trial. As a
8 result, facts, witnesses, and documents about which this Interrogatory inquires may not yet have been
9 discovered. AEG LIVE objects to this Interrogatory to the extent that it seeks information protected
10 by the attorney-client privilege, the attorney's work product doctrine, and other privileges or
11 protections. AEG LIVE further objects to this Interrogatory as ambiguous as it does not define "treat
12 or care for." AEG LIVE incorporates each of its General Objections as though fully set forth in
13 response to this Interrogatory.

14 Subject to and without waiving any of its objections, AEG LIVE responds as follows: No.

15 **SPECIAL INTERROGATORY NO. 20:**

16 Did YOU promise to compensate DR. CONRAD MURRAY for any services he might
17 have rendered to Michael Jackson from January of 2009 to July of 2009?

18 **RESPONSE TO SPECIAL INTERROGATORY NO. 20:**

19 AEG LIVE has yet to complete its discovery, investigation, and preparation for trial. As a
20 result, facts, witnesses, and documents about which this Interrogatory inquires may not yet have been
21 discovered. AEG LIVE objects to this Interrogatory to the extent that it seeks information protected
22 by the attorney-client privilege, the attorney's work product doctrine, and other privileges or
23 protections. AEG LIVE incorporates each of its General Objections as though fully set forth in
24 response to this Interrogatory.

25 Subject to and without waiving any of its objections, AEG LIVE responds as follows:

26 No. AEG LIVE did not promise to compensate Dr. Murray for any services rendered to Michael
27 Jackson. At the time of Jackson's death, AEG LIVE was in negotiations with Dr. Conrad Murray
28 and his company, GCA Holdings, LLC ("GCA"), to engage GCA as an independent contractor

1 furnishing Murray's services to the Tour as Jackson's personal physician. AEG LIVE entered
2 into these negotiations at Jackson's specific request, and the cost of retaining GCA and Murray
3 was an advance to be recouped from Jackson's share of Tour proceeds. As of June 25, 2009, the
4 parties had negotiated a draft agreement between AEG Live Productions, LLC, and GCA and Dr.
5 Murray. This draft agreement was expressly conditioned on Jackson's written consent; without it,
6 the parties had no obligations to one another. Dr. Murray was specifically informed on multiple
7 occasions that AEG LIVE would not compensate Dr. Murray or GCA unless and until a written
8 agreement was executed. Such a written agreement was never executed.

9 **SPECIAL INTERROGATORY NO. 21:**

10 Did DR. CONRAD MURRAY advise YOU either in writing or orally in May of 2009 that
11 he started treating Michael Jackson?

12 **RESPONSE TO SPECIAL INTERROGATORY NO. 21:**

13 AEG LIVE has yet to complete its discovery, investigation, and preparation for trial. As a
14 result, facts, witnesses, and documents about which this Interrogatory inquires may not yet have been
15 discovered. AEG LIVE objects to this Interrogatory to the extent that it seeks information protected
16 by the attorney-client privilege, the attorney's work product doctrine, and other privileges or
17 protections. AEG LIVE incorporates each of its General Objections as though fully set forth in
18 response to this Interrogatory.

19 Subject to and without waiving any of its objections, AEG LIVE responds as follows:
20 No. However, AEG LIVE understood from both Jackson and Dr. Murray that Dr. Murray was
21 Jackson's longtime personal physician, and that Dr. Murray had been treating and continued to
22 treat Jackson in that capacity in May 2009.

23 **SPECIAL INTERROGATORY NO. 22:**

24 If DR. CONRAD MURRAY advised YOU either in writing or orally in May of 2009 that
25 he started treating Michael Jackson, please IDENTIFY any PERSON who has knowledge of such
26 advisement.

1 **RESPONSE TO SPECIAL INTERROGATORY NO. 22:**

2 AEG LIVE has yet to complete its discovery, investigation, and preparation for trial. As a
3 result, facts, witnesses, and documents about which this Interrogatory inquires may not yet have been
4 discovered. AEG LIVE objects to this Interrogatory to the extent that it seeks information protected
5 by the attorney-client privilege, the attorney's work product doctrine, and other privileges or
6 protections. AEG LIVE incorporates each of its General Objections as though fully set forth in
7 response to this Interrogatory.

8 Subject to and without waiving any of its objections, AEG LIVE responds as follows: Dr.
9 Murray did not advise any AEG LIVE employee in writing or orally in May of 2009 that he
10 started treating Michael Jackson.

11 **SPECIAL INTERROGATORY NO. 23:**

12 If DR. CONRAD MURRAY advised YOU either in writing or orally in May of 2009 that he
13 started treating Michael Jackson, please IDENTIFY any DOCUMENT that relates to such
14 advisement.

15 **RESPONSE TO SPECIAL INTERROGATORY NO. 23:**

16 AEG LIVE has yet to complete its discovery, investigation, and preparation for trial. As a
17 result, facts, witnesses, and documents about which this Interrogatory inquires may not yet have been
18 discovered. AEG LIVE objects to this Interrogatory to the extent that it seeks information protected
19 by the attorney-client privilege, the attorney's work product doctrine, and other privileges or
20 protections. AEG LIVE incorporates each of its General Objections as though fully set forth in
21 response to this Interrogatory.

22 Subject to and without waiving any of its objections, AEG LIVE responds as follows: Dr.
23 Murray did not advise any AEG LIVE employee in writing or orally in May of 2009 that he
24 started treating Michael Jackson.

25 **SPECIAL INTERROGATORY NO. 24:**

26 Did YOU have knowledge that during May of 2009 through June of 2009, DR. CONRAD
27 MURRAY had purchased Propofol?
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1 **RESPONSE TO SPECIAL INTERROGATORY NO. 24:**

2 AEG LIVE has yet to complete its discovery, investigation, and preparation for trial. As a
3 result, facts, witnesses, and documents about which this Interrogatory inquires may not yet have been
4 discovered. AEG LIVE objects to this Interrogatory to the extent that it seeks information protected
5 by the attorney-client privilege, the attorney's work product doctrine, and other privileges or
6 protections. AEG LIVE further objects to this Interrogatory as ambiguous as to time, as Dr. Murray's
7 purchase of Propofol is now a matter of public record. Accordingly, AEG LIVE will construe the
8 Interrogatory to ask "Did you have knowledge prior to Michael Jackson's death on June 25, 2009, that
9 during May of 2009 through June of 2009, Dr. Conrad Murray had purchased Propofol?" AEG LIVE
10 incorporates each of its General Objections as though fully set forth in response to this Interrogatory.

11 Subject to and without waiving any of its objections, AEG LIVE responds as follows: No.

12 **SPECIAL INTERROGATORY NO. 25:**

13 Did YOU have knowledge that during May of 2009 through June of 2009, DR. CONRAD
14 MURRAY had purchased Propofol for treatment of Michael Jackson?

15 **RESPONSE TO SPECIAL INTERROGATORY NO. 25:**

16 AEG LIVE has yet to complete its discovery, investigation, and preparation for trial. As a
17 result, facts, witnesses, and documents about which this Interrogatory inquires may not yet have been
18 discovered. AEG LIVE objects to this Interrogatory to the extent that it seeks information protected
19 by the attorney-client privilege, the attorney's work product doctrine, and other privileges or
20 protections. AEG LIVE further objects to this Interrogatory as ambiguous as to time, as Dr. Murray's
21 purchase of Propofol is now a matter of public record. Accordingly, AEG will construe the
22 Interrogatory to ask "Did you have knowledge prior to Michael Jackson's death on June 25, 2009, that
23 during May of 2009 through June of 2009, Dr. Conrad Murray had purchased Propofol for treatment
24 of Michael Jackson?" AEG LIVE incorporates each of its General Objections as though fully set
25 forth in response to this Interrogatory.

26 Subject to and without waiving any of its objections, AEG LIVE responds as follows: No.
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1 **SPECIAL INTERROGATORY NO. 26:**

2 Did YOU compensate DR. CONRAD MURRAY any sum of money during May of 2009
3 through July of 2009?

4 **RESPONSE TO SPECIAL INTERROGATORY NO. 26:**

5 AEG LIVE objects to this Interrogatory to the extent that it seeks information protected by the
6 attorney-client privilege, the attorney's work product doctrine, and other privileges or protections.

7 AEG LIVE incorporates each of its General Objections as though fully set forth in response to this
8 Interrogatory.

9 Subject to and without waiving any of its objections, AEG LIVE responds as follows: No.

10 **SPECIAL INTERROGATORY NO. 27:**

11 If YOU compensated DR. CONRAD MURRAY any sum of money during May of 2009
12 through July of 2009, please IDENTIFY any PERSON who has knowledge of such
13 compensation.

14 **RESPONSE TO SPECIAL INTERROGATORY NO. 27:**

15 AEG LIVE has yet to complete its discovery, investigation, and preparation for trial. As a
16 result, facts, witnesses, and documents about which this Interrogatory inquires may not yet have been
17 discovered. AEG LIVE objects to this Interrogatory to the extent that it seeks information protected
18 by the attorney-client privilege, the attorney's work product doctrine, and other privileges or
19 protections. AEG LIVE incorporates each of its General Objections as though fully set forth in
20 response to this Interrogatory.

21 Subject to and without waiving any of its objections, AEG LIVE responds as follows:
22 AEG LIVE did not compensate Dr. Murray any sum of money during May of 2009 through July
23 of 2009.

24 **SPECIAL INTERROGATORY NO. 28:**

25 If YOU compensated DR. CONRAD MURRAY any sum of money during May of 2009
26 through July of 2009, please IDENTIFY any DOCUMENT that relates to such compensation.
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1 **RESPONSE TO SPECIAL INTERROGATORY NO. 28:**

2 AEG LIVE objects to this Interrogatory to the extent that it seeks information protected by the
3 attorney-client privilege, the attorney's work product doctrine, and other privileges or protections.
4 AEG LIVE incorporates each of its General Objections as though fully set forth in response to this
5 Interrogatory.

6 Subject to and without waiving any of its objections, AEG LIVE responds as follows:
7 AEG LIVE did not compensate Dr. Murray any sum of money during May of 2009 through July
8 of 2009.

9 **SPECIAL INTERROGATORY NO. 29:**

10 Did Michael Jackson not show up at rehearsal for the "This is It" Tour on June 18, 2009?

11 **RESPONSE TO SPECIAL INTERROGATORY NO. 29:**

12 AEG LIVE has yet to complete its discovery, investigation, and preparation for trial. As a
13 result, facts, witnesses, and documents about which this Interrogatory inquires may not yet have been
14 discovered. AEG LIVE objects to this Interrogatory to the extent that it seeks information protected
15 by the attorney-client privilege, the attorney's work product doctrine, and other privileges or
16 protections. AEG LIVE further objects to this Interrogatory to the extent it seeks information that is
17 beyond AEG LIVE's knowledge, custody, or control. AEG LIVE incorporates each of its General
18 Objections as though fully set forth in response to this Interrogatory.

19 Subject to and without waiving any of its objections, AEG LIVE responds as follows. No.
20 To the best of AEG LIVE's knowledge, Jackson attended rehearsal on June 18, 2009.

21 **SPECIAL INTERROGATORY NO. 30:**

22 Did YOU go to Michael Jackson's home at 100 Carolwood Way in Los Angeles on June
23 18, 2009?

24 **RESPONSE TO SPECIAL INTERROGATORY NO. 30:**

25 AEG LIVE has yet to complete its discovery, investigation, and preparation for trial. As a
26 result, facts, witnesses, and documents about which this Interrogatory inquires may not yet have been
27 discovered. AEG LIVE objects to this Interrogatory to the extent that it seeks information protected
28 by the attorney-client privilege, the attorney's work product doctrine, and other privileges or

1 protections. AEG LIVE incorporates each of its General Objections as though fully set forth in
2 response to this Interrogatory.

3 Subject to and without waiving any of its objections, AEG LIVE responds as follows: No.

4 **SPECIAL INTERROGATORY NO. 31:**

5 If YOU went to Michael Jackson's home at 100 Carolwood Way in Los Angeles on June
6 18, 2009, what was YOUR reason for doing so?

7 **RESPONSE TO SPECIAL INTERROGATORY NO. 31:**

8 AEG LIVE has yet to complete its discovery, investigation, and preparation for trial. As a
9 result, facts, witnesses, and documents about which this Interrogatory inquires may not yet have been
10 discovered. AEG LIVE objects to this Interrogatory to the extent that it seeks information protected
11 by the attorney-client privilege, the attorney's work product doctrine, and other privileges or
12 protections. AEG LIVE incorporates each of its General Objections as though fully set forth in
13 response to this Interrogatory.

14 Subject to and without waiving any of its objections, AEG LIVE responds as follows: No
15 AEG LIVE employee went to Michael Jackson's home on June 18, 2009.

16 **SPECIAL INTERROGATORY NO. 32:**

17 Did AEG LIVE request or obtain from DR. CONRAD MURRAY a Form W-2, a Form
18 W-9, his social security number, or a copy of his driver's license?

19 **RESPONSE TO SPECIAL INTERROGATORY NO. 32:**

20 AEG LIVE has yet to complete its discovery, investigation, and preparation for trial. As a
21 result, facts, witnesses, and documents about which this Interrogatory inquires may not yet have been
22 discovered. AEG LIVE objects to this Interrogatory to the extent that it seeks information protected
23 by the attorney-client privilege, the attorney's work product doctrine, and other privileges or
24 protections. AEG LIVE incorporates each of its General Objections as though fully set forth in
25 response to this Interrogatory.

26 Subject to and without waiving any of its objections, AEG LIVE responds as follows: No.
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1 **SPECIAL INTERROGATORY NO. 33:**

2 Did YOU have any COMMUNICATION with Dr. Conrad Murray about Michael Jackson
3 showing up, or not showing up, at rehearsals for the "This is It" Tour?

4 **RESPONSE TO SPECIAL INTERROGATORY NO. 33:**

5 AEG LIVE has yet to complete its discovery, investigation, and preparation for trial. As a
6 result, facts, witnesses, and documents about which this Interrogatory inquires may not yet have been
7 discovered. AEG LIVE objects to this Interrogatory to the extent that it seeks information protected
8 by the attorney-client privilege, the attorney's work product doctrine, and other privileges or
9 protections. AEG LIVE incorporates each of its General Objections as though fully set forth in
10 response to this Interrogatory.

11 Subject to and without waiving any of its objections, AEG LIVE responds as follows:
12 Not specifically. Dr. Murray was present for at least one conversation where Jackson's rehearsal
13 attendance was discussed.

14 **SPECIAL INTERROGATORY NO. 34:**

15 If YOU had any COMMUNICATION with Dr. Conrad Murray about Michael Jackson
16 showing up, or not showing up, at rehearsals for the "This is It" Tour, please IDENTIFY any
17 PERSON who has knowledge of such COMMUNICATION.

18 **RESPONSE TO SPECIAL INTERROGATORY NO. 34:**

19 AEG LIVE has yet to complete its discovery, investigation, and preparation for trial. As a
20 result, facts, witnesses, and documents about which this Interrogatory inquires may not yet have been
21 discovered. AEG LIVE objects to this Interrogatory to the extent that it seeks information protected
22 by the attorney-client privilege, the attorney's work product doctrine, and other privileges or
23 protections. AEG LIVE incorporates each of its General Objections as though fully set forth in
24 response to this Interrogatory.

25 Subject to and without waiving any of its objections, AEG LIVE responds as follows:
26 Paul Gongaware, Conrad Murray, Kenneth Ortega, and Randy Phillips.

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SPECIAL INTERROGATORY NO. 35:

If YOU had any COMMUNICATION with Dr. Conrad Murray about Michael Jackson showing up, or not showing up, at rehearsals for the "This is It" Tour, please IDENTIFY any DOCUMENT that relates to such COMMUNICATION.

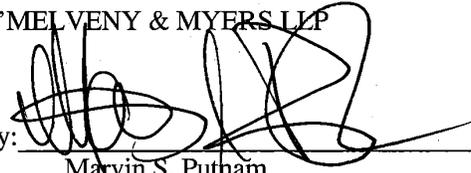
RESPONSE TO SPECIAL INTERROGATORY NO. 35:

AEG LIVE has yet to complete its discovery, investigation, and preparation for trial. As a result, facts, witnesses, and documents about which this Interrogatory inquires may not yet have been discovered. AEG LIVE objects to this Interrogatory to the extent that it seeks information protected by the attorney-client privilege, the attorney's work product doctrine, and other privileges or protections. AEG LIVE incorporates each of its General Objections as though fully set forth in response to this Interrogatory.

Subject to and without waiving any of its objections, AEG LIVE responds as follows: Pursuant to Code of Civil Procedure section 2030.230, AEG LIVE refers to documents AEG LIVE will produce in response to Requests for Production No. 3 and No. 26 of Katherine Jackson's First Set of Requests for Production of Documents to AEG Live.

Dated: November 21, 2011

O'MELVENY & MYERS LLP

By: 
Marvin S. Putham

Attorneys for Defendants AEG LIVE, LLC, Anschutz Entertainment Group, Inc., Brandon Phillips, Paul Gongaware, and Timothy Leiweke.

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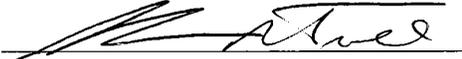
VERIFICATION

I, Shawn A. Trell, Senior Vice President and General Counsel of AEG Live, LLC,
declare as follows:

I am authorized to make this verification for and on the behalf of AEG Live, LLC,
Inc. I have reviewed the foregoing DEFENDANT AEG LIVE, LLC'S RESPONSES AND
OBJECTIONS TO PLAINTIFF KATHERINE JACKSON'S FIRST SET OF SPECIAL
INTERROGATORIES and am informed and believe, and on that ground allege, that the
information set forth in the foregoing is true.

Executed on the __th day of November, 2011.

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

By: 

Shawn A. Trell

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PROOF OF PERSONAL SERVICE

I am a citizen of the United States and employed in the County of Los Angeles, State of California, by First Legal Support Services, whose address is 1511 W. Beverly Blvd., Los Angeles, CA 90026. I am over the age of eighteen years and not a party to the within action. On November 21, 2011, I personally served the following:

**DEFENDANT AEG LIVE, LLC'S RESPONSES AND OBJECTIONS TO
PLAINTIFF KATHERINE JACKSON'S FIRST SET OF SPECIAL
INTERROGATORIES**

by delivering a copy thereof to the office of the following:

Brian Panish, Esq.
Kevin Boyle, Esq.
Peter Polos, Esq.
Panish Shea & Boyle LLP
11111 Santa Monica Boulevard, Suite 700
Los Angeles, CA 90025
Phone: (310) 477-1700
Fax: (310) 477-1699
Attorneys for Plaintiffs

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on November 21, 2011, at Los Angeles, California.

SIGNATURE: _____

PRINTED NAME: _____