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9 Attorneys for Plaintiffs

10  
11 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
12 FOR THE COUNTY OF LOS ANGELES, WEST DISTRICT  
13 UNLIMITED CIVIL CASE

14 F. MARC SCHAFFEL, individually and d/b/a  
15 NEVERLAND VALLEY ENTERTAINMENT;  
16 F. MARC SCHAFFEL PRODUCTIONS, LLC, a  
17 California limited liability company,

18 Plaintiffs,

19 vs.

20 MICHAEL JACKSON; MJJ PRODUCTIONS,  
21 INC., a California corporation, FIRE  
22 MOUNTAIN SERVICES, LLC, a Nevada  
23 limited liability company, and DOES 1 through  
24 10, inclusive,

25 Defendants.

Case No. SC083501  
Hon. Terry B. Friedman

Complaint filed: November 16, 2004

**FIRST AMENDED COMPLAINT FOR:**

1. BREACH OF CONTRACT,
2. BREACH OF CONTRACT,
3. MONEY LENT OR PAID,
4. ACCOUNT STATED,
5. UNJUST ENRICHMENT.

**JURY TRIAL DEMANDED**

26 For their First Amended Complaint, Plaintiffs allege as follows:

- 27 1. This is an action for breach of contract and related claims arising out of oral and  
28 written agreements under which Plaintiffs provided production, financial, and other services,  
including cash loans to the internationally known pop star Michael Jackson ("Jackson") and his  
entities.
2. Ungrateful for services performed and money loaned to him, desperate for cash to  
support his uncontrolled spending habits, and financially constrained by restrictions imposed by  
his primary lender, Jackson has breached his various agreements with Plaintiffs and has betrayed

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Los Angeles Superior Court

FEB 16 2005

John A. Clarke, Executive Officer/Clerk

1 plaintiff F. Marc Schaffel, who was at all times a loyal and devoted associate and confidant.

2 3. Among other wrongdoing committed by Jackson, he has:

3 a. Failed to pay for services rendered by Plaintiffs in producing two lucrative and  
4 successful Fox Television specials created to overcome highly negative  
5 publicity from a documentary created by a British production company and  
6 which yielded Defendants desperately needed funds;

7 b. Failed to reimburse or repay Plaintiffs for expenses paid on Jackson's behalf  
8 and as his financial agent or loans made to Jackson, totaling over \$2,200,000,  
9 and often in cash, so that Jackson could go on shopping sprees, buy gifts, pay  
10 bodyguards, pay delinquent obligations to avoid lawsuits, pay Marlon Brando  
11 to appear at Jackson's concert, buy jewelry for Elizabeth Taylor so she would  
12 sign a release agreement to appear in Jackson's television special "Michael  
13 Jackson's Private Home Movies", pay business expenses, and pay expenses  
14 Jackson was contractually prohibited by his bank from incurring; and,

15 c. Failed to reimburse Plaintiff for expenses incurred in acting as a producer and  
16 financial agent of Jackson's television shows and record album.

17 4. Plaintiffs seek as relief over \$3,000,000 in damages, plus interest and costs of suit.

18 **THE PARTIES**

19 5. Plaintiff F. Marc Schaffel ("Schaffel") is an individual who resides in Los Angeles  
20 County, California. At all relevant times hereto, Schaffel has done business under the name  
21 Neverland Valley Entertainment.

22 6. Plaintiff F. Marc Schaffel Productions, LLC ("Schaffel Productions") is a  
23 California limited liability company with its principal place of business in Los Angeles County,  
24 California.

25 7. Schaffel and Schaffel Productions are referred to collectively hereinafter as  
26 "Plaintiff" or "Plaintiffs."

27 8. Defendant Michael Jackson ("Jackson") is an individual who, on information and  
28 belief, resides in Santa Barbara County, California. Jackson is an internationally famous pop star.



1 2001, Jackson also orally agreed to pay fees to Plaintiffs to be determined as specific projects were  
2 pursued, depending on the nature of the project.

3 15. At the request of Jackson, Plaintiff created Neverland Valley Entertainment  
4 (“Neverland”), which maintained a bank account with both Jackson and Schaffel as signatories.

5 **Fox Television Specials**

6 16. In January 2003, Jackson was emotionally devastated over his portrayal in a  
7 documentary entitled “Living With Michael Jackson” presented by Martin Bashir and broadcast  
8 throughout the world, including on ABC in the United States.

9 17. Jackson immediately requested that Schaffel oversee creation, production and  
10 distribution of his own documentaries that Schaffel has proposed to rebut the poor image of  
11 Jackson in the Bashir documentary. Jackson and his authorized agents, Ronald Konitzer, Deiter  
12 Wiesner, and David LeGrand, Esq., agreed to pay Plaintiffs’ expenses and a fee equal to 20% of  
13 all gross proceeds generated from the programs as consideration for Schaffel’s services described  
14 above. This agreement was made orally in discussions between Jackson, his agents, and Schaffel  
15 in or about January 2003. The oral agreement concerning the programs was separate from and in  
16 addition to the written agreement described above in Paragraph 14 concerning other services  
17 provided by Schaffel to Jackson. Plaintiffs promptly commenced work on this project and  
18 ultimately produced and negotiated distribution by Fox of two documentaries entitled, “Michael  
19 Jackson: “The Footage You Were Never Meant to See” (“Footage”), and “Michael Jackson’s  
20 Private Home Movies” (“Private Movies”), both of which were broadcast on the Fox TV network  
21 as well as in numerous foreign markets.

22 18. Schaffel negotiated several multimillion dollar deals with Fox for Jackson. The first  
23 deal generated \$7,300,000 to Jackson for domestic rights with Fox paying all production expenses  
24 of the specials. Jackson received an initial payment of \$3,000,000, plus \$100,000 for Jackson’s  
25 personal and travel expenses, from Fox for Footage, and remitted Plaintiff his fee of \$600,000 in  
26 accordance with their 20% agreement. Jackson received another payment of \$4,000,000, plus  
27 \$200,000 for personal and travel expenses, from Fox for Private Movies and received initial gross  
28 foreign licensing income of at least \$2,900,000 for Footage and \$2,100,000 for Private Movies (a

1 total of \$9,000,000, excluding expense reimbursement), but was financially unable or unwilling to  
2 pay Plaintiff his 20% fee in the approximate amount of \$1,800,000 on account of said receipts.

3 19. Prior to June, 2003, Jackson paid Plaintiffs an additional \$875,000 of sums owing  
4 but refused thereafter to pay the remaining balance owing of approximately \$925,000. After  
5 several months of Plaintiffs waiting patiently to receive the monies due and promised them,  
6 Jackson's new financial agents, claiming Jackson was broke, refused to pay the balance. In or  
7 about mid-2004, in meetings between Schaffel and Jackson's accountant and authorized agents,  
8 including Allan Whitman and Alvin Malnik, said agents confirmed that Schaffel was still owed  
9 the balance owing in respect of the Fox programs.

#### 10 Loans and Expenses

11 20. Notwithstanding purported great personal wealth, a combination of profligate  
12 spending habits and restrictions imposed by his primary lender, Bank of America, made it difficult  
13 for Jackson to spend and distribute money as he wished. He frequently borrowed money, often in  
14 cash, from Plaintiff and had Plaintiff purchase items and make payments at his request or make  
15 payments that were authorized or agreed to by Jackson or his agents. Jackson's demands for loans  
16 from Plaintiffs increased when Jackson knew Plaintiffs had received fees, with Jackson or one of  
17 his assistants sometimes telephoning Plaintiffs continually and at all hours of the day and night  
18 pleading for Plaintiffs to provide cash immediately to Jackson. These cash loans encompassed a  
19 significant portion of the fees Plaintiffs had received as a result of work on the Fox television  
20 specials. Jackson's need to borrow cash from Plaintiffs greatly accelerated when Jackson's  
21 increasingly more frequent excessive use of drugs and alcohol impelled him into irrational  
22 demands for large amounts of money and extravagant possessions.

23 21. Between 2001 and the present, at the request of Jackson, Plaintiff loaned directly to  
24 Jackson or made payments on behalf of Jackson, or paid business expenses that were authorized  
25 by Jackson, totaling \$8,559,764. Jackson repaid \$6,408,875 of said loans, leaving a balance  
26 owing of approximately \$2,164,500. Jackson stopped making payments on account of said loans  
27 in June 2004 when his brother, Randy Jackson, became his "financial advisor," after terminating  
28 communications with Jackson's two prior financial advisors, both of whom were aware and had

1 been provided accounting of Jackson's obligations to repay these loans to Plaintiff.

2 22. Some of these loans and expenses include, but are not limited to:

- 3 a. Jackson performed two 30th anniversary concerts in New York's Madison  
4 Square Garden in September 2001. Jackson caused the initial fee of \$1,750,000  
5 to be paid to Plaintiff to reimburse Plaintiff for certain of the expenses owing  
6 from earlier in 2000 and 2001 and certain payments made by Plaintiff in  
7 connection with the concerts and their other business dealings. These payments  
8 included \$1,000,000 paid by Plaintiff to Marlon Brando in September 2001 to  
9 appear at the concerts and to make a cameo appearance in a music video, after  
10 Jackson told Plaintiff that Brando insisted that he needed money to pay overdue  
11 bills and Jackson wanted to pay excessive fees to Brando despite the objections  
12 of Jackson's financial advisors.
- 13 b. \$625,680.49 in August 2001 given to Jackson in the form of a cashier's check  
14 so that Jackson could cure a default in his Bank of America loan, due to his  
15 unauthorized assignment of publishing royalties in the same amount to a third  
16 party lender who had loaned funds to Jackson at his request without  
17 authorization of Bank of America;
- 18 c. \$380,395 to purchase custom automobiles, including a Bentley Arnage and a  
19 custom Lincoln Navigator for which the Plaintiff also paid the insurance and  
20 license fees;
- 21 d. \$3,726,101.50 in cash payments given to Jackson between July 3, 2001 and  
22 December 31, 2003, including:
- 23 i. \$1,000,000 given to Jackson on April 2, 2003 after Jackson told Plaintiff  
24 he needed \$600,000 to buy Elizabeth Taylor a piece of jewelry she had  
25 selected so she would execute a release allowing Jackson to use footage of  
26 her in his documentary [Private Movies]. Defendant also told Plaintiff he  
27 needed \$250,000 in cash to give his mother, Katherine, who had asked for  
28 it after Michael was making a television show that involved his family,

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- and \$150,000 Jackson told Plaintiff he wanted to use to order a new \$350,000 Rolls Royce Phantom;
- ii. \$130,000 given to Jackson on April 9, 2003 that Jackson stated was needed to pay a portion of the cost of the new Rolls Royce Phantom he wanted;
  - iii. \$100,000 given to Jackson in March 2003 for shopping.
  - iv. \$250,000 given to Jackson on June 13, 2003 so he could go antique shopping in Beverly Hills;
  - v. \$150,000 given to Jackson in Las Vegas in November 2003;
  - vi. \$100,000 given to Jackson on August 13, 2001 to go shopping;
  - vii. \$500,000 given to Jackson on September 18, 2003, at the request of his personal assistant, Evelyn "Evvy" Tavasci and picked up by Jackson's driver Gary Hearn. Tavasci told Plaintiff at least \$250,000 of said sum was to be used that day to pay to a Beverly Hills antique dealer who was threatening suit for nonpayment;
- e. \$30,000 wired to Jackson's personal manager, Dieter Wiesner, in November 2003. This was done at the request of Jackson's nanny, Grace Rwamba and Dieter Wiesner, to pay for expenses, including temporary security guards who were threatening to quit for nonpayment of wages. Rwamba directed Plaintiff to avoid giving the money directly to Jackson for fear that Jackson would squander the money shopping instead of paying his immediate obligations;
  - f. \$46,075 of expenses incurred in August 2001, including appraisals, decorator and architectural designs, in connection with an aborted attempt by Jackson to purchase a \$30,000,000 mansion on Sunset Boulevard in Beverly Hills, which Jackson hoped to pay for with monies from a line of credit he had obtained and from proceeds he hoped to earn from his upcoming Madison Square Garden concerts and television shows ;
  - g. \$170,000 in interest payments made by Plaintiff on account of a loan obtained

1 by Jackson for \$2,000,000 drawn upon a \$10,000,000 line of credit that  
2 Plaintiff arranged for Jackson at his request from a private third party lender  
3 from whom Jackson had previously borrowed money. The \$2,000,000 was  
4 used to pay the cost of production of an English and Spanish charity record  
5 album Jackson wanted to record, but could not obtain funding for from his  
6 record company due to Jackson's failure to timely complete his record album,  
7 "Invincible";

- 8 h. \$375,000 given to Jackson in May 2003 for shopping;
- 9 i. \$340,000 given to Jackson in February of 2003 for shopping;
- 10 j. \$500,000 given to Jackson in September 2001 after both parties returned to Los  
11 Angeles from New York for emergency cash to have on hand after the World  
12 Trade Center attacks in case he needed to take shelter underground somewhere  
13 with his family;
- 14 k. \$70,000 given to Jackson in October 2001 to pay incidental traveling costs and  
15 to go shopping in Washington D.C. while there for a benefit concert that  
16 Plaintiff initially helped organize for the families of victims of the 9/11 attacks;
- 17 l. \$70,000 given to Jackson in July 2001 for shopping after Jackson learned he  
18 would be receiving the \$2,000,000 loan advance he had requested for creation  
19 of the charity record albums;
- 20 m. \$540,000 paid by Schaffel to cover cost over-runs in excess of the \$2,000,000  
21 budget established only for the English charity record, largely due to a second  
22 song in Spanish and excessive bills incurred by Jackson on the entire project,  
23 including the costs of renting multiple recording studios at the same time that  
24 often went unused, constant cancellations by Jackson, equipment rentals,  
25 engineering staff, Jackson's over-paid personnel, such as a make-up artist  
26 charging fees of thousands of dollars per day, plus expenses, to perform make  
27 up and hair service on Jackson daily before he could go out in public or be  
28 filmed, an array of still and video photographers who charged Jackson



1 anywhere from thousands of dollars a day to over ten thousand dollars a day, 24  
2 hours a day private security and transportation, and lodging and entertainment  
3 needed for Jackson and his entourage and guests;

4 n. Approximately \$300,000 per year paid out by Schaffel between 2001 and 2003  
5 for miscellaneous expenses on Defendants' behalf, including \$23,287.50 in  
6 August 2001 used to pay for "free" concert tickets Jackson had promised to  
7 numerous personal guests of his for his Madison Square Garden shows that  
8 Jackson couldn't obtain for free, photographers and video crews to film Jackson  
9 and his family, multiple cancellation or booking fees including at restaurants,  
10 expenses from the Neverland business Jackson had authorized including office  
11 expenses, such as telephone and cell phones, and travel including airfares,  
12 hotels, meals for Jackson associates and production cost for various Jackson  
13 projects he requested that Plaintiffs pursue; and

14 o. Over \$100,000 given to Jackson or to his agents, such as bodyguards or  
15 assistants at Jackson's request, in various smaller amounts for shopping and  
16 spending cash for Jackson or his guests between 2001 and 2003 in Los Angeles  
17 and while traveling on multiple trips that included Miami, London, New York,  
18 Illinois, Indiana, Las Vegas, Orlando and Germany.

19 23. Jackson, on his own behalf and as agent for MJJ and FMS, orally agreed with  
20 Schaffel at the time each of these loans was made or expenses incurred to repay the loan or  
21 expense in full promptly upon demand by Schaffel. Jackson's promise to repay each loan or  
22 expense was confirmed in numerous writings reflecting repayment of many of the loans and  
23 expenses and also is implied by his conduct in repaying certain loans and expenses.

24 24. Prior to this lawsuit, Schaffel demanded that all outstanding loans and expenses be  
25 promptly repaid. Notwithstanding promises to the contrary, Defendants have failed and refused to  
26 repay these outstanding loans and expenses within a reasonable time, upon demand, or at all.

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1 **FIRST CAUSE OF ACTION**

2 **(Breach of Contract – Fox Specials)**

3 **(By All Plaintiffs Against All Defendants)**

4 25. Plaintiffs incorporate by reference as if set forth in full herein the allegations of  
5 paragraphs 1 through 24, *supra*.

6 26. In or about January 2003, Defendants orally and in writing hired Plaintiffs to  
7 oversee creation, production and distribution of Footage and Private Movies. Defendants agreed  
8 to pay Plaintiffs' expenses and a fee equal to 20% of all gross proceeds generated. Jackson earned  
9 at least \$13,000,000 for the Fox television specials but initially failed and refused to pay Plaintiff a  
10 portion of his fees in the approximate amount of \$925,000 based on those gross receipts.

11 27. Plaintiffs have performed all of their obligations, covenants, and conditions  
12 required of them under the agreement, except to the extent any such obligations, covenants, or  
13 conditions have been excused, prevented, or waived by Defendants' acts and omissions.

14 28. Defendants have breached the agreement by failing to pay Plaintiffs the balance  
15 due of approximately \$925,000.

16 29. Plaintiffs have been damaged as a direct result of Defendants' breaches as set forth  
17 above in the amount of at least \$925,000.

18 **SECOND CAUSE OF ACTION**

19 **(Breach of Contract – Loans and Expenses)**

20 **(By All Plaintiffs Against All Defendants)**

21 30. Plaintiffs incorporate by reference as if set forth in full herein the allegations of  
22 paragraphs 1 through 24, *supra*.

23 31. Between 2001 and the present, at the request of Jackson, Plaintiff loaned directly to  
24 Jackson or made payments on behalf of Jackson totally \$8,559,764. Jackson repaid \$6,408,875 of  
25 said loans, leaving a balance owing of approximately \$2,164,500. Jackson stopped making  
26 payments in June 2004. In each instance, prior to making the loan or paying the expense on behalf  
27 of Defendants, Plaintiffs and Defendants entered into an oral agreement that Defendants would  
28 repay the loans or reimburse Plaintiffs for the expenses incurred on Defendants' behalf, as

1 applicable, promptly upon demand by Plaintiffs. The oral agreements were made between  
2 Schaffel and Jackson, acting on his own behalf and as agent for MJJ and FMS, are confirmed in  
3 writings reflecting repayment of certain loans and expenses and are also implied by Jackson's  
4 conduct over the course of several years, including repaying various loans and expenses.

5 32. Each of the oral agreements to loan money or to pay expenses on Defendants'  
6 behalf is a valid, binding, and enforceable contract.

7 33. Plaintiffs have performed all of their obligations, covenants, and conditions  
8 required of them under these agreements, except to the extent any such obligations, covenants, or  
9 conditions have been excused, prevented, or waived by Defendants' acts and omissions.

10 34. Defendants have breached each of these oral agreements identified above by failing  
11 to repay the loans or to reimburse Plaintiffs for the expenses they incurred on Defendants' behalf  
12 upon demand, including in the amounts set forth above.

13 35. Plaintiff has been damaged as a direct result of Defendants' breaches as set forth  
14 above in the amount of at least \$2,164,500.

15 **THIRD CAUSE OF ACTION**

16 **(Money Lent or Paid)**

17 **(By All Plaintiffs Against All Defendants)**

18 36. Plaintiffs incorporate by reference as if set forth in full herein the allegations of  
19 paragraphs 1 through 24 and 31 through 35, *supra*.

20 37. As set forth in detail above, Defendants are indebted to Plaintiffs in the sum of  
21 \$2,164,500 in consideration for amounts that Plaintiffs loaned to Defendants which they promised  
22 to repay and for expenses that Plaintiffs incurred for the benefit of Defendants and that they  
23 promised to reimburse. Defendants have failed and refused to repay those amounts to Plaintiffs.

24 38. Accordingly, Plaintiffs seek damages in the amount of at least \$2,164,500 for all  
25 amounts lent to Defendants or paid for their benefit which Defendants have failed to repay.

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1 **FOURTH CAUSE OF ACTION**

2 **(Account Stated)**

3 **(By All Plaintiffs Against All Defendants)**

4 39. Plaintiffs incorporate by reference as if set forth in full herein the allegations of  
5 paragraphs 1 through 24, 26 through 29, and 31 through 35, *supra*.

6 40. On or about May 2003 and June 2004, respectively, in Los Angeles, California, in a  
7 meeting between Schaffel and Jackson's attorney and authorized agent Alvin Malnik, and in a  
8 second meeting between Schaffel and Jackson's accountant and authorized agent, Allan Whitman,  
9 and as also confirmed in writings exchanged between the parties at or about those times, an  
10 account was stated between Plaintiffs and Defendants that immediate payment of \$925,000 was  
11 due to Plaintiffs in satisfaction of the remaining fees due them with respect to the Fox Specials,  
12 and \$2,164,500 was due Plaintiffs for outstanding loans and expenses.

13 41. Accordingly, Plaintiffs seek damages in the amount of at least \$3,089,500 for the  
14 remaining monies due on the account.

15 **FIFTH CAUSE OF ACTION**

16 **(Unjust Enrichment.)**

17 **(By All Plaintiffs Against All Defendants)**

18 42. Plaintiffs incorporates by reference as if set forth in full herein the allegations of  
19 paragraphs 1 through 41 *supra*.

20 43. Plaintiffs expended substantial time, energy, and money on Defendants' behalf, as  
21 set forth above, including in connection with work performed on the Fox Specials and by loaning  
22 funds to Defendants and incurring expenses on Defendants' behalf. Plaintiffs have conferred a  
23 substantial benefit upon Defendants for which Plaintiffs have not been paid.

24 44. Defendants have been unjustly enriched by their retention of Plaintiff's fees for the  
25 Fox Specials and the amounts owed to Plaintiffs for loans and expenses it advanced. It would be  
26 inequitable and unjust for Defendants to continue to retain those amounts.

27 45. Accordingly, Plaintiffs seeks an award of all benefits that have been conferred on  
28 Defendants and by which they have been unjustly enriched in an amount to be proven at trial of at

1 least \$3,089,500.

2 WHEREFORE, Plaintiffs, and each of them, pray for judgment, against Defendants, and  
3 each of them, jointly and severally, as follows:

4 1. On the First Cause of Action, for general, special, and compensatory damages in an  
5 amount subject to proof of at least \$925,000;

6 2. On the Second and Third Causes of Action, for general, special, and compensatory  
7 damages in an amount subject to proof of at least \$2,164,500;

8 3. On the Fourth and Fifth Causes of Action, for general, special and compensatory  
9 damages and for restitution of all amounts by which Defendants have been unjustly enriched in an  
10 amount subject to proof of at least \$3,089,500;

11 4. For Plaintiffs' costs of suit, to the extent allowable under law;

12 5. For pre-judgment and post-judgment interest;

13 6. For such other and further relief as the Court deems just and proper.

14

15 DATED: February 16, 2005

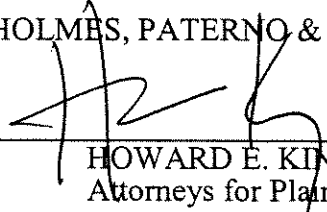
Respectfully submitted,

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KING, HOLMES, PATERNO & BERLINER, LLP

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By: \_\_\_\_\_

  
HOWARD E. KING  
Attorneys for Plaintiffs

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**PROOF OF SERVICE**

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 1900 Avenue of the Stars, 25th Floor, Los Angeles, California 90067-4506.

On February 16, 2005, I served the following document(s) described as **FIRST AMENDED COMPLAINT** on all interested parties in this action by placing true copies thereof addressed as follows:

**See Attached Service List**

BY MAIL, enclosed in sealed envelope(s): I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. postal service on that same day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

BY GOLDEN STATE OVERNIGHT, to the addressee(s) indicated below, enclosed in sealed envelope(s): I am "readily familiar" with the firm's practice of collection and processing items for Golden State Overnight and Federal Express delivery. Under that practice it would be deposited at Los Angeles, California, in an envelope or package designated by Golden State Overnight in a facility regularly maintained by Golden State Overnight or delivered to a courier or driver authorized to receive documents on its behalf with delivery fees paid or provided for.

BY FEDERAL EXPRESS, to the addressee(s) indicated below, enclosed in sealed envelope(s): I am "readily familiar" with the firm's practice of collection and processing items for Federal Express delivery. Under that practice it would be deposited at Los Angeles, California, in an envelope or package designated by Federal Express in a facility regularly maintained by Federal Express or delivered to a courier or driver authorized to receive documents on its behalf with delivery fees paid or provided for.

BY PERSONAL SERVICE, enclosed in sealed envelope(s): I caused UNITED EXPRESS MESSENGERS, INC. to deliver such envelope(s) by hand to the office of the addressee(s), as per the attached.

BY FACSIMILE: I caused the foregoing document(s) to be served by facsimile transmission from sending facsimile machine number (310) 282-8903. to each interested party at the facsimile machine telephone number shown. Each transmission was reported as complete and without error. A transmission report was properly issued by the sending facsimile machine for each interested party served.

Executed on February 16, 2005, at Los Angeles, California.

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



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