

4. Pursuant to an order of this Court, dated October 6, 2016, approving six “short- form deals” (the “**Approved Deals**”), this Court authorized the Non-Excluded Heirs to appoint representatives (“**Representatives**”) to offer input and assistance to the Special Administrator and its Advisors on behalf of Jackson and the five additional Heirs regarding negotiation of final long-form agreements (the “**Long-Form Agreements**”).¹

5. I serve as one of two designated Representatives. Early on, the first two representatives were Bob Labate and Ken Abdo. I was asked by the Advisors and the Special Administrator and served as an *ad hoc* Representative. When Ken Abdo departed on, or about, November 10, 2016, I stepped in as the official Representative as Ordered and appointed by the Court.

6. The Long-Form Agreements were highly sophisticated and complex. Bob Labate and I had a good working relationship and spoke almost daily, several times per day, and consulted with other attorneys at H&K and within our ranks in order to manage the time constraints placed on us. It was our job to inform and provide the Heirs’ Counsel with cogent notes and comments regarding the agreements. Mr. Labate and I had to propose language, provide interpretation and assist in the drafting of these long-form agreements.

7. As a Representative and counsel for my client, I engaged in frequent communication above and beyond my personal client’s interests with counsel for the other family members, the Special Administrator, the Special Administrator’s Entertainment Advisors (the “**Advisors**”), and the other Representatives appointed to offer input and assistance in negotiating revisions and language to the Agreements, namely the [REDACTED]

8. In providing legal services sought by this Motion, I have expended [REDACTED] from April 23, 2016 through January 31, 2017. Due to attorney- client confidentiality redacted billing statements are publicly filed with this Motion. Attorney’s unredacted time records are being filed under seal.

Activities as Representative

9. During the entire phase of appointed and assigned Representatives and as counsel, I worked constantly with the Special Administrator, Advisors and Heirs Counsel. However, as one of

the Representatives, I worked over and beyond with the other Representatives to assist in the\

10. Pursuant to an order of this Court, dated October 6, 2016, approving six “short- form deals” (the “**Approved Deals**”), this Court authorized the Non-Excluded Heirs to appoint representatives (“**Representatives**”) to offer input and assistance to the Special Administrator and its Advisors on behalf of Jackson and the five additional Heirs regarding negotiation of final long-form agreements (the “**Long-Form Agreements**”).¹

11. I serve as one of two designated Representatives. Early on, the first two representatives were Bob Labate and Ken Abdo. I was asked by the Advisors and the Special Administrator and served as an *ad hoc* Representative. When Ken Abdo departed on, or about, November 10, 2016, I stepped in as the official Representative as Ordered and appointed by the Court.

12. The Long-Form Agreements were highly sophisticated and complex. Bob Labate and I had a good working relationship and spoke almost daily, several times per day, and consulted with other attorneys at H&K and within our ranks in order to manage the time constraints placed on us. It was our job to inform and provide the Heirs’ Counsel with cogent notes and comments regarding the agreements. Mr. Labate and I had to propose language, provide interpretation and assist in the drafting of these long-form agreements.

13. As a Representative and counsel for my client, I engaged in frequent communication above and beyond my personal client’s interests with counsel for the other family members, the Special Administrator, the Special Administrator’s Entertainment Advisors (the “**Advisors**”), and the other Representatives appointed to offer input and assistance in negotiating revisions and language to the Agreements, namely the [REDACTED]

[REDACTED].

20. The proposed [REDACTED] was initially posted on the secure Stinson HighQ site on November 7, 2016.

[REDACTED]

That was followed by revisions and the creation of Loan and Security Agreements. The Agreement was executed on December 30, 2016

21. For several weeks, I worked alongside Bob Labate and his team to suggest, revise and change language that ultimately appeared in the final draft of the [REDACTED]. Representatives reviewed comments and revisions with the Heirs' Counsel. There were numerous conference calls that were made with Heirs' Counsel during this period.

22. The proposed [REDACTED] was initially posted on the secure Stinson High Q site on November 7, 2016 and, following significant revisions and the creation of Loan and Security Agreements, was executed on December 30, 2016.

23. The Representatives combed through the terms and conditions of the [REDACTED] and shared all concerns, comments, revisions and changes with the Heirs Counsel and returned the same to the Special Administrator for the final merge that resulted in the execution of the [REDACTED] on December 30, 2016.

Negotiation of the UMG Agreement.

24. [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

25. [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]

26. [REDACTED]

27. [REDACTED]

28. After several weeks of negotiation with all the parties, the Estate’s position was extremely better than it would have been, but for, the collaborative work of the Representatives, Advisors, Special Counsel and Special Administrator.

Negotiation of the Consultancy Agreement

29. [REDACTED]

30. Yet, the form of the Consultancy Agreement presented to the Heirs in mid- January, 2017, was wholly unacceptable to three of the Heirs. After discussions with the Special Administrator proved fruitless, Mr. Labate, as an Heirs’ Representative, submitted a letter to this Court

34. Attorneys consistently analyzed and consulted with Heirs' Counsel and with the Special Administrator on other entertainment opportunities presented to the Estate during the Term of the Representatives, Special Counsel, Advisors and Special Administrator.

35. [REDACTED]

36. Attorney and Representatives advised on a myriad of entertainment opportunities. Each time I lobbied with or for my fellow Representative(s) or Heirs' Counsel and colleagues by providing comments, counsel and advice.

37. Some of these opportunities have been discussed with Comerica, as Personal Representative, and, at the appropriate time, may be presented to this Court for approval.

38. The four Long-Form Agreements negotiated and executed during the term of this report were very sophisticated and complex agreements even by entertainment law standards. However, on behalf of the Estate, I, along my colleagues and Representatives or Heirs' Counsel tackled these matters intellectually and strategically on behalf and to the benefit of the Estate.

39. Discussed with Bob Labate and fellow counsel, H&K is preparing charts which will provide a guide for identifying issues requiring immediate attention by the Estate. Input for the chart and other discussions, was always with the Representative or fellow Heirs' Counsel.

40. [REDACTED]

41. Although Attorney provided advice to Alfred Jackson, individually, for which reimbursement is not sought, the following fees are sought for reimbursement for entertainment related legal services

provided from September 27, 2016 through January 31, 2017 that benefited the Estate as whole.

The following represents some of the benefits to the negotiated agreements:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

42. [REDACTED]

[REDACTED]

[REDACTED]

Review and Negotiation of Other Entertainment Matters.

[REDACTED]

45. Some of these opportunities, referred to in the Attorney invoices, have been discussed

with Comerica, as Personal Representative, and, at the appropriate time, may be presented to this Court for approval.

46. Attorney entertainment-related legal fees are in the total amount of [REDACTED] for services sought by this Motion. Attorney's Estate Administration fees and expenses are in the total amount of [REDACTED]. This includes [REDACTED] in Attorney fees and [REDACTED] in expenses incurred. The total amount Attorney seeks for fees and expenses is [REDACTED]. Attorney has reviewed the original time entries for the legal fees submitted and affirm that the work was actually performed for the benefit of the Estate, was necessary for the proper administration of the Estate, and that the fees are reasonable given (1) the time and labor required; (2) the complexity and novelty of the transactions involved; and (3) the extent of the responsibilities assumed and the results obtained. The coordination of work required over several sophisticated and complex disciplines, and the time demands required finds the pending fee request reasonable under these unique circumstances. Furthermore, our hourly rates and overall charges are fair when compared against the fees charged for comparable work for similar firms in other major metropolitan areas.

47. Given the complexity of the litigation, the complexity of the Estate Administration, and the Entertainment deals the Estate has been negotiating and the results achieved, [REDACTED] is a just and reasonable amount to be requested.

I declare under penalty of perjury that everything I have stated in this document is true and correct.

FURTHER YOUR AFFIANT SAYETH NOT.

Dated: March ____, 2017

/s/ Frank Wheaton
Frank Wheaton, Esq